

Agenda

Notice of Meeting

Polk City | City Council

April 13, 2020 | 6:00 pm

City Hall | Council Chambers

Due to Covid-19 Mayor and Council will meet via ZOOM

Public Meeting participation is via phone only

Call in local 515-329-8019

Toll-Free 833-329-8019

Participant Code 593054

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

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

Broadcast playback of the meeting will be available at <https://polkcityia.gov/page/LiveStream>

Jason Morse | Mayor

David Dvorak | Pro Tem

City Council Members: Jeff Walters | Mandy Vogel | Ron Anderson | Rob Sarchet

1. Call to Order

2. Roll Call

3. Approval of Agenda

4. Public Hearings

- a. Urban Renewal Plan Amendment
 - i. Public Hearing on Proposed Amendment to the Polk City Area II Urban Renewal Area
 - ii. Resolution 2020-30 to Approve Urban Renewal Plan Amendment for the Polk City Area II Urban Renewal Area
- b. Development Agreement with Kimberley Development Corporation and authorization of annual TIF payments
 - i. Public Hearing on Proposed Development Agreement with Kimberley Development Corporation
 - ii. Resolution 2020-31 approving Development Agreement with Kimberley Development Corporation, Authorizing Annual Appropriation Tax Increment Payment and Pledging Certain Tax Increment Revenues to the Payment of the Agreement
- c. Development Agreement with Polk County, Iowa and MJR Developments LLC
 - i. Public Hearing for the proposed Development Agreement
 - ii. Resolution 2020-32 approving the Development Agreement

5. Consent Items

- a. City Council Meeting Minutes for March 23, 2020
- b. Claims listing April 13, 2020
- c. Approve Jeremy Siepker salary increase to \$90,000 annually
- d. Approve twelve months Class C Liquor License for Papas Pizzeria located at 214 W. Broadway Street with Sunday Sales effective 5/28/2020
- e. Resolution 2020-33 approving 28E Agreement with SGCIS and Safety Services Agreement with IAMU
- f. Approve request for proposal for audit services for 3-year contract
- g. Receive and file the March 2020 Water Report

- h. Receive and file the Parks & Rec Department Report
- i. Receive and file the March 2020 PCCEDC/Go Polk City Financial Report
- j. Receive and file the March 2020 Festival Financial Report
- k. Cancel Spring Clean Up event on May 2nd and postpone event until a 2020 Fall season date
- l. Receive and file the March 2, 2020 Library Board Meeting Minutes
- m. Receive and file the March 2020 Library Stats Report
- n. Receive and file the March 2020 Library Director Report
- o. Acknowledge Library Resolution 2020-L2 hiring Youth Services Librarian effective March 23, 2020 at \$18.25 per hour
- p. Approve a twelve (12) month Class C Liquor License for Fareway Stores #137 located at 1101 South 4th Street effective June 17, 2020
- q. Approval a twelve (12) month Class C Liquor License for Tournament Club of Iowa located at 1000 Tradition Drive with Outdoor Sales and Sunday Sales effective June 1, 2020

6. Business Items

- a. Resolution 2020-34 approving Pay App No. 3 for the 2019 Street Repair Project in the amount of \$43,802.13
- b. Resolution 2020-35 Authorizing Development Agreement with Orton Development Company, L.L.C.
- c. Resolution 2020-36 adopting short term policy regarding LMI funding for utility assistance
- d. First Reading of Ordinance 2020-400 Adding Recycling Chapter
- e. Third and Final Reading of Ordinance 2020-300 amending Sewer Rates
- f. Snyder & Associates Services Invoice for February 2020 in the amount of \$20,892.25

7. Reports & Particulars

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

8. Adjournment

--next meeting date April 27, 2020



City of Polk City, Iowa City Council Agenda Communication

Date: April 13, 2020 City Council Meeting
To: Mayor Jason Morse & City Council
From: Chelsea Huisman, City Manager
Subject: Urban Renewal Plan Amendment

BACKGROUND: On Monday evening, the City Council will have a public hearing regarding an Urban Renewal Plan amendment to the Polk City Area II Urban Renewal Area. After the public hearing, the Council will need to approve the plan amendment.

Each time the City uses any Tax Increment Financing (TIF) money, we need to amend the Urban Renewal Plan to incorporate the project(s) into the plan. Amending the URP requires a public hearing. Once an amendment is completed, the City also has to have a public hearing for each respective development agreement where TIF is used. We have several new projects that we would incorporate into one plan amendment. Those projects are as follows:

Kimberley Development-trail improvements project (do not exceed amount for the improvements \$110,000)

Hy-Vee-storm sewer improvements project (do not exceed amount for the improvements \$100,000)

Kwik-Star traffic signal improvements (do not exceed amount for the improvements \$125,000)

ALTERNATIVES: Do not approve the plan amendment

FINANCIAL CONSIDERATIONS: The process to amend an urban renewal plan does take some work from the City's bond counsel. The total amount to amend the plan is \$8,500; and the Council has already authorized that purchase.

RECOMMENDATION: It is my recommendation that the Council approve the Urban Renewal Plan amendment.

HEARING ON AND APPROVAL OF 2020
AMENDMENT TO THE POLK CITY
AREA II URBAN RENEWAL AREA

511493-1

Polk City, Iowa

April 13, 2020

The City Council of the City of Polk City, Iowa, met on April 13, 2020, at 6:00 o'clock, p.m., for the purpose of conducting a public hearing on a proposed urban renewal plan amendment.

The City Council met electronically via Zoom, which was accessible at the following:

[Insert electronic access information]

The City Council is conducting this meeting electronically due to federal and state government recommendations in response to COVID-19 pandemic conditions. Electronic access information was included in the posted agenda of this public meeting.

The Mayor presided and the roll being called the following members of the Council were present and absent:

Present: _____

Absent: _____.

The City Council investigated and found that notice of the intention of the Council to conduct a public hearing on the urban renewal plan amendment had been published according to law and as directed by the Council and that this is the time and place at which the Council shall receive oral or written objections from any resident or property owner of the City. All written objections, statements, and evidence heretofore filed were reported to the City Council, and all oral objections, statements, and all other exhibits presented were considered.

The following named persons presented oral objections, statements, or evidence as summarized below; filed written objections or statements, copies of which are attached hereto; or presented other exhibits, copies of which are attached hereto:

(Here list all persons presenting written or oral statements or evidence and summarize each presentation.)

There being no further objections, comments, or evidence offered, the Mayor announced the hearing closed.

Council Member _____ moved the adoption of a resolution entitled "Resolution to Approve Urban Renewal Plan Amendment for the Polk City Area II Urban Renewal Area," seconded by Council Member _____. After due consideration, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted and signed approval thereto.

RESOLUTION NO. 2020-30

Resolution to Approve Urban Renewal Plan Amendment for the Polk City Area II Urban Renewal Area

WHEREAS, as a preliminary step to exercising the authority conferred upon Iowa cities by Chapter 403 of the Code of Iowa (the "Urban Renewal Law"), a municipality must adopt a resolution finding that one or more slums, blighted or economic development areas exist in the municipality and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area or areas is necessary in the interest of the public health, safety or welfare of the residents of the municipality; and

WHEREAS, this City Council of the City of Polk City, Iowa (the "City"), by prior resolution established the Polk City Area II Urban Renewal Area (the "Urban Renewal Area") and adopted an urban renewal plan (the "Plan") for the governance of projects and initiatives therein; and

WHEREAS, an amendment (the "Amendment") to the Plan has been prepared which authorizes the undertaking of new urban renewal projects (the "Projects") in the Urban Renewal Area consisting of (1) providing tax increment financing support to Kimberley Development Corporation in connection with the construction of a walking trail that will serve certain commercial property; (2) providing tax increment financing support to Hy-Vee, Inc. in connection with the construction of certain storm sewer improvements necessary for the development of a new convenience/grocery store; and (3) providing tax increment financing support to Kwik Trip, Inc. in connection with the installation of certain traffic signals necessary for the development of a Kwik Star convenience store; and

WHEREAS, notice of a public hearing by the City Council on the proposed Amendment was heretofore given in strict compliance with the provisions of Chapter 403 of the Code of Iowa, and the Council has conducted said hearing on April 13, 2020; and

WHEREAS, copies of the Amendment, notice of public hearing and notice of a consultation meeting with respect to the Amendment were mailed to Polk County and the North Polk Community School District; the consultation meeting was held on the ____ day of _____, 2020; and responses to any comments or recommendations received following the consultation meeting were made as required by law;

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

Section 1. The Amendment, attached hereto and made a part hereof, is hereby in all respects approved.

Section 2. It is hereby determined by this City Council as follows:

A. The Projects proposed under the Amendment conform to the general plan for the development of the City;

B. The Projects proposed under the Amendment are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

C. It is not intended that families will be displaced as a result of the City's undertaking under the Amendment. Should such issues arise with future projects, then the City will ensure that a feasible method exists to carry out any relocations without undue hardship to the displaced and into safe, decent, affordable and sanitary housing.

Section 3. All resolutions or parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved April 13, 2020.

Mayor

Attest:

City Clerk

(Attach copy of the urban renewal plan amendment to this resolution.)

••••

Upon motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
COUNTY OF POLK
CITY OF POLK CITY

SS:

I, the undersigned, do hereby certify that I am the duly appointed, qualified and acting City Clerk of the City of Polk City, and that as such I have in my possession or have access to the complete corporate records of the City and of its officers; and that I have carefully compared the transcript hereto attached with the aforesaid records and that the attached is a true, correct and complete copy of the corporate records relating to the action taken by the City Council preliminary to and in connection with approving the urban renewal plan amendment for the Polk City Area II Urban Renewal Area in the City of Polk City, Iowa.

WITNESS MY HAND this ____ day of _____, 2020.

City Clerk



April 9, 2020

VIA EMAIL

Chelsea Huisman
City Manager/City Hall
Polk City, Iowa

Re: 2020 Amendment to the Polk City Area II Urban Renewal Area
Our File No. 511493-1

Dear Chelsea:

Attached please find proceedings covering the City Council's action in holding a public hearing on and adopting a resolution to approve the 2020 urban renewal plan amendment.

We will appreciate receiving executed copies of these proceedings as soon as they are available. Please contact John Danos or me if you have any questions.

Kind regards,

Amy Bjork

Attachments

cc: Jenny Gibbons
Lindsey Huber

HOLD HEARING ON AND APPROVE
DEVELOPMENT AGREEMENT AND
TAX INCREMENT PAYMENTS

(Kimberley Development Corporation)

511493-1

Polk City, Iowa

April 13, 2020

A meeting of the City Council of the City of Polk City, Iowa, was held at 6:00 o'clock p.m., on April 13, 2020, pursuant to the rules of the Council.

The City Council met electronically via Zoom, which was accessible at the following:

[Insert electronic access information]

The City Council is conducting this meeting electronically due to federal and state government recommendations in response to COVID-19 pandemic conditions. Electronic access information was included in the posted agenda of this public meeting.

The Mayor presided and the roll was called, showing members present and absent as follows:

Present: _____

Absent: _____.

The City Council investigated and found that notice of the intention of the Council to conduct a public hearing on a Development Agreement between the City and Kimberley Development Corporation had been published according to law and as directed by the City Council and that this is the time and place at which the Council shall receive oral or written objections from any resident or property owner of the City. All written objections, statements, and evidence heretofore filed were reported to the Council, and all oral objections, statements, and all other exhibits presented were considered.

The following named persons presented oral objections, statements, or evidence as summarized below; filed written objections or statements, copies of which are attached hereto; or presented other exhibits, copies of which are attached hereto:

(Here list all persons presenting written or oral statements or evidence and summarize each presentation.)

There being no further objections or comments, the Mayor announced that the hearing was closed.

Council Member _____ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the City Council, the Mayor put the question upon the adoption of said resolution, and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared said resolution duly adopted, as follows:

RESOLUTION NO 2020-31

Resolution Approving Development Agreement with Kimberley Development Corporation, Authorizing Annual Appropriation Tax Increment Payment and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

WHEREAS, the City of Polk City, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Polk City Area II Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, this City Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal of and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, a certain development agreement (the “Agreement”) between the City and Kimberley Development Corporation has been prepared in connection with the construction of a walking trail (the “Project”) that will serve certain commercial property on certain real property situated at the intersection of Bridge Road and 3rd Street in the Urban Renewal Area; and

WHEREAS, under the Agreement, the City would provide annual appropriation tax increment payments to Kimberley Development Corporation in a total amount not exceeding \$110,000; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on April 13, 2020, and has otherwise complied with statutory requirements for the approval of the Agreement; and

WHEREAS, Chapter 15A of the Code of Iowa (“Chapter 15A”) declares that economic development is a public purpose for which a City may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, a City Council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a City Council must consider any or all of a series of factors;

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

Section 1. Pursuant to the factors listed in Chapter 15A, the City Council hereby finds that:

(a) The Project will add diversity and generate new opportunities for the Polk City and Iowa economies;

(b) The Project will generate public gains and benefits, particularly in the creation of new jobs, which are warranted in comparison to the amount of the proposed property tax incentives.

Section 2. The City Council further finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing the incremental property tax payments to Kimberley Development Corporation

Section 3. The Agreement is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council, and such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 4. All payments by the City under the Agreement shall be subject to annual appropriation by the City Council, in the manner set out in the Agreement. As provided and required by Chapter 403 of the Code of Iowa, the City's obligations under the Agreement shall be payable solely from the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to incremental property tax revenue derived from the Urban Renewal Area.

Section 5. The City hereby pledges to the payment of the Agreement the Urban Renewal Tax Revenue Fund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Fund, provided, however, that no payment will be made under the Agreement unless and until monies from the Urban Renewal Tax Revenue Fund are appropriated for such purpose by the City Council.

Section 6. After the certification of indebtedness to the County Auditor of Polk County, Iowa and the continuing pledging of the Urban Renewal Tax Revenue Fund and the portion of taxes to be paid into such Fund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the County Auditor shall allocate the taxes in accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

Section 7. All resolutions or parts thereof in conflict herewith are hereby repealed.
Passed and approved April 13, 2020.

Mayor

Attest:

City Clerk

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On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
COUNTY OF POLK
CITY OF POLK CITY

SS:

I, the undersigned, Clerk of the City of Polk City, hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to holding a public hearing and adopting a resolution to approve a Development Agreement with the Kimberley Development Corporation.

WITNESS MY HAND this ____ day of _____, 2020.

City Clerk



April 9, 2020

VIA EMAIL

Chelsea Huisman
City Manager/City Hall
Polk City, IA

Re: Kimberley Development Corporation Development Agreement
File No. 511493-1

Dear Chelsea:

Attached please find the proceedings covering the City Council's public hearing on the proposed Development Agreement with Kimberley Development Corporation, followed by a resolution approving the Agreement and pledging certain incremental property tax revenues to the payment of the Agreement.

We would appreciate receiving one fully executed copy of these proceedings and of the executed Development Agreement as soon as they are available.

Please call John Danos or me with questions.

Kind regards,

Amy Bjork

Attachments

cc: Jenny Gibbons
Lindsey Huber



City of Polk City, Iowa

City Council Agenda Communication

Date: April 13, 2020 City Council Meeting
To: Mayor Jason Morse & City Council
From: Chelsea Huisman, City Manager
Subject: Kimberley Development Agreement

BACKGROUND: On Monday, the City Council will have a public hearing in relation to the Kimberley Development Agreement. A copy of the agreement is in your packet, but provides a rebate utilizing TIF with a do not exceed amount of \$110,000 for trail improvements. After the public hearing, the Council will need to take action on the development agreement.

ALTERNATIVES: Do not approve the development agreement.

FINANCIAL CONSIDERATIONS: Tax Increment Financing in the amount of \$110,000; receipts for the trail improvements must be provided. A one-time lump sum would be paid to Kimberley in June 2022.

RECOMMENDATION: It is my recommendation that the Council approve the development agreement with Kimberley.



City of Polk City, Iowa

City Council Agenda Communication

Date: April 13, 2020 City Council Meeting
To: Mayor Jason Morse & City Council
From: Chelsea Huisman, City Manager
Subject: Development Agreement with MJR Developments

BACKGROUND: On Monday, the City Council will have a public hearing related to a proposed development agreement with Polk County and MJR Developments. After the Public Hearing, the Council will need to approve a development agreement with MJR for Big Creek Valley Plat 2 public improvements, not to exceed \$1,900,000. The proposed development agreement is in your packet for review.

WhiteTail Ridge Urban Renewal Area is a Polk County Urban Renewal Area in City limits. Because of that, this is a dual development agreement between Polk County and Polk City. Big Creek Valley Plat 2 is a subdivision within that Urban Renewal area, that will produce approximately 30 new residential homes.

ALTERNATIVES: Do not approve the development agreement

FINANCIAL CONSIDERATIONS: There are financial considerations related to this development agreement. Each development agreement needs to be reviewed on a case by case basis and because this development was originally part of the TCI golf course project, seeing out the development of the property can outweigh some of those financial considerations. It is my recommendation moving forward with WhiteTail Ridge that the Council thoroughly review each future development agreement.

RECOMMENDATION: It is my recommendation that the Council approve the development agreement with Polk County and MJR Developments LLC.

ITEMS TO INCLUDE ON AGENDA

CITY OF POLK CITY, IOWA

April 13, 2020

6:00 P.M.

Whitetail Ridge Residential Urban Renewal Plan

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

IMPORTANT INFORMATION

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

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

April 13, 2020

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

Absent: _____

Vacant: _____

* * * * *

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the proposal to approve and authorize execution of a Development Agreement by and among the City of Polk City, Polk County, Iowa, and MJR Developments, L.L.C., and that notice of the proposed action by the Council to enter into said Agreement had been published pursuant to the provisions of Section 362.3, Code of Iowa.

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

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

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

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

- that the Resolution be adopted.
- to defer action on the Resolution and the proposal to the meeting to be held at _____ .M. on the _____ day of _____, 2020, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. 2020-32

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

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

WHEREAS, the Plan has been amended by Amendment No. 1 in 2019, and is proposed to be further amended by an Amendment No. 2, planned for the Polk County Board of Supervisor's consideration on April 14, 2020; and

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

WHEREAS, the City has received a proposal from the County and MJR Developments, L.L.C. (the "Developer"), in the form of a proposed Development Agreement (the "Agreement") by and between the City, the County, and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements and Public Improvements (as those terms are defined in the Agreement) on certain real property located within the Urban Renewal Area as defined and legally described in the Agreement ("Development Property") and consisting of the construction of a phase of a single-family housing project including approximately 30 Housing Units, together with all related site improvements for the Big Creek Valley Subdivision Plat 2, as outlined in the proposed Agreement; and

WHEREAS, the Agreement further proposes that the County will make up to twenty (20) consecutive semi-annual payments of Economic Development Grants to Developer consisting of 58.88% of the Tax Increments pursuant to Iowa Code Section 403.19 and generated by the construction of the Minimum Improvements, the cumulative total for all such payments not to exceed the lesser of (i) \$1,900,000 or (ii) the actual costs of the Public Improvements, under the terms and following satisfaction of the conditions set forth in the Agreement; and

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

WHEREAS, Chapters 15A and 403, Code of Iowa, authorize cities and counties to make grants for economic development in furtherance of the objectives of an urban renewal project and

to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapters, and to levy taxes and assessments for such purposes; and

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

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

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

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

Section 1. That the performance by the City of its obligations under the Agreement, including but not limited to providing low and moderate income (LMI) housing assistance using Tax Increment received from the County under the terms set forth in the Agreement, be and is hereby declared to be a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403, Code of Iowa, taking into account the factors set forth therein.

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

PASSED AND APPROVED this 13th day of April, 2020.

Mayor

ATTEST:

City Clerk

MEETING MINUTES
The City of Polk City
City Council Meeting
6:00 p.m., March 23, 2020
City Hall

Polk City, City Council held a meeting at 6:00 p.m., on March 23, 2020. 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** / Walters, Vogel, Dvorak, Anderson, Sarchet | In attendance via phone

3. **Approval of Agenda**

Mayor Morse requested agenda be amended to remove 5.h

MOTION: A motion was made by Anderson and seconded by Dvorak to approve the amended meeting agenda

MOTION CARRIED UNANIMOUSLY

4. **Public Hearings**

a. FY 2021 Budget

i. Mayor Morse opened the Public Hearing at 6:03 p.m. on the proposed FY 2021 Budget. City Clerk, Jenny Gibbons, said the notice was published March 13, 2020 and no comments had been received for or against the proposed FY 2021 Budget. City Manager, Chelsea Huisman provided a report. No one was present on the phone to be heard for or against the proposed FY 2021 Budget.

MOTION: A motion was made by Sarchet and seconded by Walters to close the public hearing at 6:05 p.m.

MOTION CARRIED UNANIMOUSLY

ii. **MOTION:** A motion was made by Dvorak and seconded by Walters to approve Resolution 2020-20 approving FY 2021 Budget

MOTION CARRIED UNANIMOUSLY

5. **Consent Items**

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

a. City Council Meeting Minutes for March 9, 2020

b. City Council Work Session Meeting Minutes for March 9, 2020

c. Claims listing March 23, 2020

d. Receive and file the January 2020 Police Department Report

e. Receive and file the February 2020 Police Department Report

f. Approve hiring Alex Delaney to fill the vacant Fulltime Police Officer position at a pay rate of \$23.73 per hour effective March 24, 2020

g. Approve Police Training Reimbursement Agreement with Alex Delaney

~~h. Resolution 2020-28 approving Vehicle Lease Agreement with Ruan for a new patrol vehicle lease for the Police Department and authorizing the Police Chief to sale the non-operational back-up patrol vehicle~~

i. February 2020 Finance Report

j. Resolution 2020-26 fixing date for a Public Hearing on the proposal to enter into a Development Agreement with Polk County, Iowa and MJR Developments, L.L.C

k. Resolution 2020-27 setting a Date of Meeting at Which it is Proposed to Approve a Development Agreement with Kimberley Development Corporation, Including Annual Appropriation Tax Increment Payments

l. Approve an updated service agreement with Safe Building

m. Approve Total Quality's Lawn Care proposal

n. Receive and file the February 2020 Fire Department Report

MOTION CARRIED UNANIMOUSLY

6. **Business Items**

a. **MOTION:** A motion was made by Dvorak and seconded by Walters to approve the agreement to complete for Crossroads Plat 2 contingent on receiving the two certified checks within one week.

YES: Sarchet, Walters, Vogel, Dvorak

NO: Anderson

MOTION CARRIED

b. **MOTION:** A motion was made by Dvorak and seconded by Sarchet to approve the Second Reading of Ordinance 2020-300 amending Sewer Rates

MOTION CARRIED UNANIMOUSLY

- c. **MOTION:** A motion was made by Dvorak and seconded by Anderson to appoint Steve Karsjen to the Parks Commission

MOTION CARRIED UNANIMOUSLY

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

- Council Member Sarchet thanked Staff, especially Chelsea Huisman for her leadership during these unique times. He requested Staff over-communicate once the sewer rates are approved next meeting.
- Council Member Anderson said this was a first for him calling in and he appreciated the help getting set up.
- Council Member Dvorak said Sarchet's comments said it best and he will give more accolades in person.
- Council Member Vogel echoed the other members comments and thanked Ashley Dillinger for her efforts in the Pine Ridge/Marina Cove Neighborhood group to help people pull together as a community and bond with neighbors, at a safe distance, in times like these. Vogel thanked everyone for their efforts in supporting small business in Polk City, and said it was great to see the teacher parade this past weekend. She said it was neat to see people coming together.
- Council Member Walters thanked City Staff for their efforts during these unprecedented times and thanked Mayor Morse for his attendance at daily meetings with the metro to keep Polk City aligned.
- Mayor Morse recognized former Fire Chief, Gary Cory's passing. Mayor said he was instrumental as a mentor over the years and he will be greatly missed. Mayor asked everyone to lift up the family in thoughts as they navigate a visitation and funeral during these difficult times. Mayor encourages residents to limit exposure to each other in reference to COVID-19 and encouraged best practices including social distancing and washing hands frequently. Mayor will work with Staff to keep consistent communications for the best interest to get through these times. He asked everyone to do their best to support local when is feasible and he is confident Polk City will find a way forward.

8. Adjournment

MOTION: A motion was made by Anderson and seconded by Sarchet to adjourn at 6:25 p.m.

MOTION CARRIED UNANIMOUSLY

Next Meeting Date – Monday, April 13, 2020

Jason Morse, Mayor

Attest

Jenny Gibbons, City Clerk

CLAIMS REPORT

The City of Polk City

For 4/13/2020

DEPARTMENT	FUND	VENDOR	EXPENSE TYPE	AMOUNT
ALL	ALL	FIRST BANKCARD	CITY CREDIT CARD	\$3,748.14
PD	GEN	GALL'S INC.	EQUIPMENT	\$575.07
PD	GEN	IPI - ILEA UNIFORM	ILEA UNIFORMS - DELANEY	\$225.00
PD	GEN	P & M APPAREL	PATCHES	\$52.00
PD	GEN	AMAZON BUSINESS	TASER HOLSTER	\$84.13
PD	GEN	PLEXA	ANNUAL MEMBERSHIP	\$20.00
PD	GEN	RANGEMASTERS TRAINING CENTER	AMMUNITION	\$938.25
PD	GEN	STANARD & ASSOCIATES	POST TEST - DELANEY	\$39.00
PD	GEN	AT&T MOBILITY	FIRSTNET WIRELESS	\$568.14
PD	GEN	AUREON TECHNOLOGY	PHONE SERVICES	\$373.37
PD	GEN	BRICK LAW FIRM	POLICE/TEAMSTERS 238	\$2,565.00
PD	GEN	UPHDM OCCUPATIONAL MEDICINE	PRE-EMPLOYMENT PHYSICAL	\$492.00
PD	GEN	DES MOINES STAMP MFG. CO.	IOWA NOTARY - UNTRAUER	\$32.40
PD	GEN	KELTEK	BODY MIC HOLDER	\$163.19
FD	GEN	TYLER ROMMEL	PPE REIMBURSEMENT	\$37.90
FD	GEN	MATT GUERDET	CAR WASH	\$20.00
FD	GEN	BASCOM TRUCK & AUTOMOTIVE	AIRBRAKE REPAIR R458	\$729.62
FD	GEN	KARL CHEVROLET	AUTO EJECT SHORE LINE REPLACED	\$250.00
FD	GEN	RACOM	EDACS ACCESS	\$919.41
FD	GEN	VERIZON WIRELESS	PHONE AND DATA PLAN	\$17.04
FD	GEN	IMAGE 360	BANNER FOR JOB FAIR	\$379.23
FD	GEN	AUREON TECHNOLOGY	PHONE SERVICES	\$373.37
FD	GEN	Bound Tree Medical	MEDICAL SUPPLIES	\$1,033.61
FD	GEN	MERCY NORTH PHARMACY	RX SUPPLIES	\$169.45
FD	GEN	TELEFLEX FUNDING LLC	IO NEEDLES	\$612.50
FD	GEN	OSDI	WASHER/EXTRACTOR	\$5,094.00
PW	GEN	JOHNSON EXCAVATING, INC.	EXCAVATING FOR MULCH	\$2,035.00
PW	GEN	METRO WASTE AUTHORITY	CURB IT RECYCLING	\$6,098.54
PW	GEN	Safe Building Comp. & Tech	BUILDING INSPECTIONS	\$15,652.86
PW	GEN	COMPLETE WILDLIFE CONTROL	WILDLIFE CONTROL	\$210.00
PW	GEN	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$3,904.45
LIB	GEN	TOTAL QUALITY INC.	LAWNCARE	\$219.00
LIB	GEN	CLEANING CONNECTION INC	APRIL JANITORIAL SERVICES	\$352.90
LIB	GEN	BAKER & TAYLOR	BOOKS	\$43.12
LIB	GEN	GENERAL FIRE & SAFETY	FIRE EXTINGUISHER SERVICE	\$16.75
LIB	GEN	BAKER & TAYLOR	BOOKS	\$9.51
LIB	GEN	BAKER & TAYLOR	BOOKS	\$30.38
LIB	GEN	BANLEACO	PRINTER LEASE	\$67.80
PARKS	GEN	PORTABLE PRO, INC.	PORTABLE SERVICE	\$75.00
PARKS	GEN	TOTAL QUALITY INC.	LAWNCARE	\$15,324.65
PARKS	GEN	GENERAL FIRE & SAFETY	FIRE EXTINGUISHER SERVICE	\$9.25
PARKS	GEN	PORTABLE PRO, INC.	PORTABLE SERVICE	\$75.00
PARKS	GEN	GENERAL FIRE & SAFETY	FIRE EXTINGUISHER SERVICE	\$13.00
PARKS	GEN	ARDICK EQUIPMENT CO.	SIGNS	\$285.00
PARKS	GEN	COMPLETE WILDLIFE CONTROL	WILDLIFE CONTROL	\$280.00
PARKS	GEN	PORTABLE PRO, INC.	PORTABLE SERVICE	\$75.00
PARKS	GEN	PORTABLE PRO, INC.	PORTABLE SERVICE	\$75.00
PARKS	GEN	FREEDOM FLATWORK	REPAIR AND INSTALL SIDEWALKS	\$4,500.00
PARKS	GEN	North Polk Community Schools	2019 SUMMER REC TRANSPORTATION	\$11,528.73
CH	GEN	CAROL THORNBURG	BATTERY/ANTI VIRUS OF LAPTOP	\$54.98
CH	GEN	BUSINESS PUBLICATIONS CORP	PUBLICATION	\$422.10
CH	GEN	Polk County Recorder	RESOLUTION	\$57.00
CH	GEN	AUREON TECHNOLOGY	PHONE SERVICES	\$415.16
CH	GEN	PITNEY BOWES	POSTAGE METER RENTAL	\$80.74
CH	GEN	Ahlers & Cooney	MJR DEVELOPMENTS-BCV PHASE2 DA	\$957.50
CH	GEN	BRICK LAW FIRM	GENERAL	\$2,430.00
CH	GEN	JOSH STEWART	DRY WALL PATCH - CITY HALL	\$175.00
CH	GEN	CENTURY LINK	PHONE SERVICE	\$257.48
CH	GEN	GENERAL FIRE & SAFETY	FIRE EXTINGUISHER SERVICE	\$39.00
CH	GEN	Iowa Prison Industries	PLAQUE	\$52.00
CH	GEN	MMIT BUSINESS SOLUTIONS GROUP	COPIER RENTAL	\$200.27
PW	RUT	P & M APPAREL	POLO SHIRT	\$56.00
PW	RUT	ARNOLD MOTOR SUPPLY	VEHICLE PARTS & SUPPLIES	\$1,618.17
PW	RUT	O'Halloran International Inc	BATTERY WORK #406	\$736.28
PW	RUT	Sprayer Specialities Inc	COUPLER	\$61.76

CLAIMS REPORT
The City of Polk City

For **4/13/2020**

DEPARTMENT	FUND	VENDOR	EXPENSE TYPE	AMOUNT
PW	RUT	CENTURY LINK	PHONE SERVICE	\$218.28
PW	RUT	HANIFEN CO. INC.	END LOADER	\$337.50
PW	RUT	ANKENY SANITATION	GARBAGE	\$514.18
PW	RUT	GENERAL FIRE & SAFETY	FIRE EXTINGUISHER SERVICE	\$82.08
PW	RUT	Safety Kleen Systems Inc	SOLVENT	\$137.66
PW	RUT	ARDICK EQUIPMENT CO.	SIGNS	\$106.00
PW	RUT	ARNOLD MOTOR SUPPLY	VEHICLE PARTS & SUPPLIES	\$129.92
PW	RUT	C F I	FOAM FILL TIRES #106	\$388.00
PW	RUT	FREEDOM FLATWORK	REPLACE PANELS WOLF CREEK DR	\$17,720.00
PW	WATER	GENERAL FIRE & SAFETY	FIRE EXTINGUISHER SERVICE	\$22.08
PW	WATER	ARNOLD MOTOR SUPPLY	VEHICLE PARTS & SUPPLIES	\$21.38
PW	WATER	GENERAL FIRE & SAFETY	FIRE EXTINGUISHER SERVICE	\$59.59
PW	WATER	CENTURY LINK	PHONE SERVICE	\$137.48
PW	WATER	Des Moines Water Works	PURCHASED WATER	\$21,344.94
PW	WATER	KIMBALL MIDWEST	GLOVES	\$651.06
PW	WATER	CAHOY PUMP SERVICE, INC	SHOCK, REPAIR AND HOOKUP	\$6,380.00
PW	WATER	HAWKINS INC	TUBING	\$35.00
PW	WATER	HAWKINS INC	CHLORINE	\$518.65
PW	WATER	D & K PRODUCTS	GRASS MIX	\$560.00
PW	WATER	FREEDOM FLATWORK	REPAIR AND INSTALL SIDEWALKS	\$2,550.00
PW	SEWER	Controlled Access of the Midwe	GATE REPAIR	\$278.00
PW	SEWER	CENTURY LINK	PHONE SERVICE	\$556.16
PW	SEWER	MIDWEST OFFICE TECHNOLOGY	COPIER RENTAL	\$53.86
PW	SEWER	ARNOLD MOTOR SUPPLY	VEHICLE PARTS & SUPPLIES	\$151.23
PW	SEWER	CORE AND MAIN	TILE PROBE	\$262.20
PW	SEWER	TRUCK EQUIPMENT INC.	TOOL BOX #211	\$834.00
PW	SEWER	ARNOLD MOTOR SUPPLY	VEHICLE PARTS & SUPPLIES	\$131.89
TOTAL				\$142,187.34
		GENERAL		\$85,533.99
		ROAD USE		\$22,105.83
		WATER		\$32,280.18
		SEWER		\$2,267.34
		TOTAL		\$142,187.34



City of Polk City, Iowa City Council Agenda Communication

Date: April 13, 2020 City Council Meeting
To: Mayor Jason Morse & City Council
From: Chelsea Huisman, City Manager

Subject: Orton Development Agreement-Creekview Estates Water Main project

BACKGROUND: On Monday, I am asking the City Council to approve a development agreement for Creekview Estates Development. As part of their project, they were asked to upsize a water main within their subdivision (8" to 12") and complete a water loop (from their subdivision up along NW Hugg Drive). Both projects are for the benefit of the City's water system.

The proposed development agreement is for an economic development grant. Once these two projects are completed by the developer, they would provide us with receipts, and we would pay them directly out of the water fund. For these smaller residential projects, it makes more sense to reimburse developers with utility revenue instead of creating additional LMI set-aside money. We have worked with PFM to incorporate this expense into our financial water analysis.

We are not utilizing TIF for this project, so there is no requirement for a public hearing.

ALTERNATIVES: Do not approve the development agreement.

FINANCIAL CONSIDERATIONS: Up to \$200,000. Again, this is a project that needs to be completed for the City's water infrastructure and it is good to have it accomplished through a private developer.

RECOMMENDATION: It is my recommendation that the Council approve the development agreement with Orton Development.



City of Polk City, Iowa

City Council Agenda Communication

Date: April 13, 2020 City Council Meeting
To: Mayor Jason Morse & City Council
From: Chelsea Huisman, City Manager
Subject: Police Chief Jeremy Siepker Pay adjustment

BACKGROUND: On Monday, I am asking the Council to adjust the Police Chief's pay per a 90-day evaluation period that took place January 10, 2020-April 10, 2020. Chief Siepker has received a performance evaluation.

ALTERNATIVES: Do not approve the increase

RECOMMENDATION: It is my recommendation to the Council that we increase Jeremy Siepker's salary to \$90,000. This falls in line with what we budgeted this position for in the current, and subsequent fiscal year.

Applicant License Application (BW0095101)

Name of Applicant: <u>MAXIMUM PIZZA, LLC</u>		
Name of Business (DBA): <u>Papas Pizzeria</u>		
Address of Premises: <u>214 W Van Dorn St</u>		
City <u>Polk City</u>	County: <u>Polk</u>	Zip: <u>50226</u>
Business	<u>(515) 984-6361</u>	
Mailing	<u>805 SE 14th St</u>	
City <u>Grimes</u>	State <u>IA</u>	Zip: <u>50111</u>

Contact Person

Name <u>Shawn Comer</u>	
Phone: <u>(515) 250-3119</u>	Email <u>shawn@papas-pizzeria.com</u>

Classification Special Class C Liquor License (BW) (Beer/Wine)

Term:12 months

Effective Date: 05/28/2020

Expiration Date: 05/27/2021

Privileges:

Special Class C Liquor License (BW) (Beer/Wine)

Sunday Sales

Status of Business

BusinessType: <u>Limited Liability Company</u>	
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

Shawn Comer

First Name: Shawn **Last Name:** Comer
City: **State:** Iowa **Zip:** 50111
Position: owner
% of Ownership: 50.00% **U.S. Citizen:** Yes

Sandi Comer

First Name: Sandi **Last Name:** Comer
City: **State:** Iowa **Zip:** 50111
Position: owner
% of Ownership: 50.00% **U.S. Citizen:** Yes

Insurance Company Information

Insurance Company: <u>Grinnell Mutual</u>
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Policy Effective Date: 05/28/2020

Policy Expiration 05/28/2021

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:



City of Polk City, Iowa City Council Agenda Communication

Date: 4/8/20
To: Mayor & City Council
From: Mike Schulte

Subject: Joining the SGCIS (Safety Group Central Iowa South)

BACKGROUND: As you may remember at the 10/28/19 Council meeting I made a presentation on changing our safety programs with IAMU (Iowa Association of Municipal Utilities) from the way we currently administer them to a new concept of a Regional Safety Coordinator. This coordinator will be an employee of IAMU and serve 10 communities and utilities, Polk City being one of them. They will come to our location and perform mandatory safety training for our employees. As stated in October, we will receive more specific training tailored to Polk City and would engage the employees with smaller class sizes.

We are now at the final approval stage in this process. The SGCIS will consist of Adel, Greenfield, Greenfield MU, Grimes, Stuart, Perry, Polk City, Waukee, Winterset, and Winterset MU. The final documents are attached and will need to be approved by the City Council.

These documents have been reviewed by our City Attorney as well.

ALTERNATIVES: Not join and continue as we are now.

FINANCIAL CONSIDERATIONS: We estimated in October 2019 that our annual fee would be \$10,947, I am pleased to inform you that the final annual cost is now \$8,813. With our estimated savings on employee travel of \$3,520, the real cost is an additional \$5,293 annually.

We currently spend \$3,866 annually with IAMU for this training plus travel.

RECOMMENDATION: I would recommend that Council approve the resolution agreeing to become a member of the Safety Group Central Iowa South and IAMU Agreement.

RESOLUTION NO. 2020-33

A RESOLUTION AGREEING TO BECOME A MEMBER OF THE SAFETY GROUP CENTRAL IOWA SOUTH AND IAMU AGREEMENT FOR THE CITY OF POLK CITY, IOWA

WHEREAS, the City of Polk City desires to provide safe working conditions for its employees, minimizing accidents and reducing risks and loses; and

WHEREAS, a comprehensive safety program, including written policies of the City is a necessary part of providing safe working conditions and minimizing accidents, risk and loses; and

WHEREAS, a written plan for the formation of the Safety Group Central Iowa South (SGCIS) and Iowa Association of Municipal Utilities (IAMU) Agreement has been prepared.

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

1. That management is hereby authorized to participate in the SGCIS.
2. Mike Schulte is appointed as the delegate to SGCIS
3. Randy Franzen is appointed as the alternate to SGCIS
4. The SGCIS and IAMU agreement are accepted and approved by execution of this resolution by the council.

PASSED AND APPROVED the 13th day of April 2020.

Ayes: _____

Nays: _____

Jason Morse, Mayor

Attest:

Jenny Gibbons, City Clerk

CHAPTER 28E JOINT INTERGOVERNMENTAL ACTION AGREEMENT PROVIDING FOR A SAFETY GROUP CENTRAL IOWA SOUTH

THIS AGREEMENT ("**Agreement**") is entered into pursuant to Iowa Code Chapter 28E by and between the undersigned cities, city utilities, and other public or private agencies which agree to become a party to this Agreement in accordance with the terms of this Agreement. The various cities, city utilities and private agencies which may from time to time become a party to this Agreement are each individually referred to in this Agreement as a "**party**", and collectively as the "**parties**".

WHEREAS, the parties desire to enter into this Agreement pursuant to Iowa Code Chapter 28E in order to provide for joint and cooperative action among the parties for purposes of procuring safety services at an affordable price and to reduce future safety-related liabilities;

NOW, THEREFORE, the parties agree as follows:

ARTICLE I PARTICIPATION

Section 1. Participation and Administration. Any public or private agency may become a party to this Agreement with the consent of the other parties. Each of the parties to this Agreement shall be a member in good standing of the Iowa Association of Municipal Utilities ("IAMU"). IAMU shall be the Administrator of this Agreement and shall provide safety services to the parties jointly pursuant to a services Agreement. This Agreement does not establish a separate legal entity, and no real or personal property shall be acquired, held, or disposed of under this Agreement.

Section 2. Initial Parties. The initial parties of the Safety Group Central Iowa South are the City of Adel, the City of Greenfield, the Greenfield Municipal Utilities, the City of Grimes, the City of Perry, the City of Polk City, the Stuart Municipal Utilities, the City of Waukee, the City of Winterset, and the Winterset Municipal Utilities.

Section 3. Additional Parties. Any public or private agency may, on a quarterly basis, become an additional party with the consent of at least two thirds of the other parties provided that such additional party provides (1) written evidence of adoption of a resolution by the governing body of the party approving and joining this Agreement, (2) notice of intent to participate given to IAMU at least 30 days prior to the start of the calendar quarter during which the party intends to begin participation, (3) remission of the additional party's allocated cost share as determined pursuant to Article IV of this Agreement, and (4) an executed addendum to this Agreement in form and content approved by IAMU.

Section 4. Withdrawal. Any party may withdraw from this Agreement on an annual basis and may do so by providing (1) written evidence of adoption of a resolution by the governing body of the party withdrawing from this Agreement, (2) notice of intent to withdraw given to IAMU at least 90 days prior to the start of the calendar year during which the party intends to end participation, (3) remission of the party's allocated cost share as determined pursuant to Article IV of this Agreement, and (4) an executed addendum to this Agreement in the form and content approved by IAMU. No initial party, or additional parties within the first three years, as listed in Section 2 of this Article, may withdraw from the Agreement prior to June 30, 2023.

Section 5. Expulsion. A party may be expelled from this Agreement for cause upon a two thirds majority vote of the other parties at a meeting of the Coordinating Committee. For purposes of this Section 5, "for cause" means a material failure to comply with the terms of this Agreement including but

not limited to failure to timely remit payments for the party's allocated share of costs or failure to participate in safety related functions.

Section 6. Duration. This Agreement shall be in effect as long as at least two parties remain and wish to procure and coordinate safety services.

Section 7. Termination. This Agreement may be terminated by a unanimous vote of the parties at a meeting of the Coordinating Committee established in Article III of this Agreement.

ARTICLE II PURPOSE

The purpose of this Agreement is to provide for joint and collective action among the parties to procure and coordinate safety and related services from IAMU and to fairly allocate the costs of those services among the parties. By procuring and coordinating safety and related services, the parties will ensure the safety of municipal employees, protect members of the public, and better care for public property in a manner that is consistent with the best interests of municipal utilities and their customers.

ARTICLE III COORDINATING COMMITTEE

Section 1. Coordinating Committee. Each entity that is a party to this Agreement shall be entitled to appoint one representative to the Coordinating Committee ("Committee"), except that no city may appoint more than one representative. If a city and a municipal utility in that city are each parties to this Agreement, then the city and the municipal utility in that city shall jointly appoint one representative. The Committee shall participate in training meetings, communications, and discussions with other members and with IAMU. The Committee shall hold an annual meeting each year on or after September 1. A Chairperson shall be selected at the annual meeting. The Committee may hold other meetings from time to time during the year at the call of the Chairperson. Representatives that cannot participate may name an alternate to participate. A majority of the parties to this Agreement shall constitute a quorum for purposes of the annual meeting.

Section 2. Coordinating Committee Duties. The Committee may plan and execute safety coordination activities on behalf of the parties, including the following actions and activities:

1. Setting goals and priorities for training pursuant to this Agreement;
2. Making recommendations on additional parties;
3. Making and entering into service agreements on behalf of the parties;
4. Evaluating training services and recommending changes or improvements;
5. Estimating the costs of service agreements and other expenses, and allocating all costs and expenses among the parties, including approving cost allocations pursuant to Article IV of this agreement;
6. Such other planning and coordinating activities as may be determined by the Coordinating Committee to efficiently meet the needs of the parties;
7. Forming subcommittees, from time to time, for other purposes.
8. Input in the selection of the safety professional being hired by IAMU.
9. Conduct a performance evaluation of safety professional.

ARTICLE IV
COSTS

Section 1. Cost Allocation. The parties shall allocate safety and related service costs among them as follows:

1. Determine the total cost of service agreements with IAMU for providing safety and related services and any other related costs or expenses.
2. Allocate a portion of the total cost to three components: (1) a base participation fee, (2) an employee proportion, and (3) a population proportion.
3. The base participation fee shall be the same for each party, and the total amount of base participation fees shall be subtracted from the total cost of service agreements.
4. The amount remaining after subtracting the base participation fees shall be divided in half and equal amounts shall be assigned to the employee and population components.
5. The share of the cost that each party is allocated under the employee component shall be determined by dividing that party's number of employees by the total number of employees employed by all parties and then allocating a share of the employee component costs according to that proportion.
6. The share of the cost that each party is allocated under the population component shall be determined by dividing that party's population by the total population of all parties and then allocating a share of the population component costs according to that proportion.
7. The total amount allocated to each party shall be equal to the base participation fee plus the amount allocated under the employee component, plus the amount allocated under the population component.
8. The total amount allocated to all parties must equal the total of all obligations owed under all active service agreements.

Section 2. Cost Allocation Schedule. The Committee shall review and approve the cost allocation amounts determined pursuant to Section 1 of this Article. Costs shall be allocated to the parties at least annually and may be reallocated during the year as necessary. However, upon the acceptance of additional parties to this agreement pursuant to Article I, the costs shall be reallocated as described in Section 1 of this Article. The Committee may amend the base participation fee from time to time upon a three fourths majority of those present and voting.

Section 3. Payments. Parties shall remit payments to IAMU on a quarterly basis according to the cost allocation amounts determined pursuant to Section 1 of this Article.

Section 4. Insurance. Each Party shall name the IAMU as an additional insured on each party's liability policy upon the request of the IAMU.

ARTICLE V
AMENDMENTS

This agreement may be amended from time to time upon the approval of the parties. However, the acceptance of additional parties shall be as described in Article I of this Agreement and shall not require a written amendment to the Agreement or further action by the initial parties.

ARTICLE VI
MISCELLANEOUS PROVISIONS

Section 1. Governing Law. This Agreement is entered into and performable in substantial and material part in Iowa and shall be governed by and construed in accordance with the laws of the State of Iowa, and in particular Iowa Code Chapter 28E, but without regard to the provisions thereof relating to conflicts of law or choice of law.

Section 2. Relationship of Parties Limited. Nothing contained in this Agreement, and no action taken, failed, or omitted to be taken by any party pursuant hereto shall be deemed to constitute the parties a partnership, an association, a joint venture or other entity. In no event shall any party be liable or responsible for any debts, liabilities or obligations of any kind or nature of any other party.

Section 3. Liability Limited. No party shall be liable for any actions taken pursuant to this Agreement, and no assets or properties of any party shall be liable for, or otherwise in any way subject to, any lien or other action of any creditor of any other party or any creditor arising from actions taken pursuant to this Agreement. IAMU, as the Administrator of this Agreement, shall have no liability under this Agreement to any party except only for any acts that are determined by a final, non-appealable judgement of an Iowa court to have constituted recklessness or intentional violation of law.

Section 4. Construction. This Agreement shall not be construed more strongly against any party regardless of who was more responsible for its preparation. The titles or captions of sections and paragraphs in this Agreement are provided for convenience of reference only, and shall not be considered a part of this Agreement for purposes of interpreting or applying this Agreement and such titles or captions do not define, limit, extend, explain or describe the scope or extent of this Agreement or any of its terms or conditions. The words “**include**” and “**including**” are used in this Agreement in a nonexclusive manner and fashion, that is to include, but without limitation, the facts, items or other matters in question. Any references to a “**Section**” in this Agreement are to the referenced Section of this Agreement, unless expressly stated otherwise. Words and phrases in this Agreement shall be construed as in the singular or plural number and as masculine, feminine or neuter gender, according to the context.

Section 5. Counterparts. This Agreement, or any addendum to this Agreement, may be executed in counterparts (including by PDF, e-mail or facsimile transmission), each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

Section 6. Severability. In the event that any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable as written, but valid, legal and enforceable if modified, then such provision shall be deemed to be amended to such extent as shall be necessary for such provision to be valid, legal and enforceable and it shall be enforced to that extent. Any finding of invalidity, illegality or unenforceability in any jurisdiction shall not invalidate or render illegal or unenforceable such provision in any other jurisdiction.

Section 7. Entire Agreement. This Agreement constitutes the entire Agreement among the parties pertaining to the subject matters hereof and supersedes all negotiations, preliminary Agreements and all prior or contemporaneous discussions and understandings of the parties in connection with the subject matters hereof.

Section 8. Filings. This Agreement, and any amendment, modification, or notice of termination of this Agreement, shall be filed in accordance with Section 28E of the Code of Iowa.

IN WITNESS WHEREOF, the parties have entered into and executed this Agreement effective as of _____, 2020.

[SIGNATURE PAGES FOLLOW]

Safety Services Agreement

This Safety Services Agreement (this "Agreement") is entered into as of the __ day of _____, 2020 by and between the parties comprising the Safety Group Central Iowa South, an Iowa Code Chapter 28E joint governmental action agreement, (hereinafter the "SGCIS"), and the Iowa Association of Municipal Utilities (hereinafter "IAMU").

The SGCIS requires the services of IAMU to provide certain safety services outlined in this Agreement. In consideration of the agreements and covenants hereinafter set forth, the parties agree as follows:

1. IAMU's Responsibilities; Performance of the Services. IAMU shall provide services and advice relating to safety (the "Services") as set forth in the Scope of Work, attached as Schedule A hereto, which is hereby incorporated into and made part of this Agreement. In the event of a conflict between the terms of the Agreement and Schedule A, the terms of this Agreement shall prevail. SGCIS acknowledges and agrees that this Agreement, including Schedule A, sets forth the sole duties, tasks and obligations of IAMU and that SGCIS shall be solely responsible for performing all other duties, tasks and obligations that are not specifically identified in this Agreement as IAMU's responsibility including, without limitation, the duties, tasks and obligations set forth in Section 2 below. Enforcement of all safety and health regulations shall be the sole responsibility of the individual parties of SGCIS and shall not be the responsibility of IAMU.

2. SGCIS's Responsibilities. As a condition to IAMU's performance of the Services, SGCIS shall provide IAMU with access to SGCIS's employees and facilities during SGCIS's normal business hours and otherwise as reasonably requested by IAMU in order to facilitate IAMU's ability to timely perform the Services; and perform such other duties and tasks as set forth on Schedule A. SGCIS acknowledges and agrees that its failure to perform or to timely perform any of its duties or obligations under this Agreement may affect the timing of Services to be provided by IAMU.

3. Compensation.

3.1 Fees.

For the period through July 1, 2020 and ending June 30, 2021, the SGCIS shall pay to IAMU an amount not to exceed \$130,000.00, payable quarterly in an amount determined and allocated pursuant to SGCIS's 28E Agreement (the 28E Agreement), for the Services rendered by IAMU.

For the period through July 1, 2021 and ending June 30, 2022, the SGCIS shall pay to IAMU an amount not to exceed \$133,250.00, payable quarterly in an amount determined and allocated pursuant to the 28E Agreement, for the Services rendered by IAMU.

For the period through July 1, 2022 and ending June 30, 2023, the SGCIS shall pay to IAMU an amount not to exceed \$136,581.00, payable quarterly in an amount determined and allocated pursuant to the 28E Agreement, for the Services rendered by IAMU.

For all subsequent calendar years, If the parties agree to renew this agreement pursuant to paragraph 6 below, the SEISG shall pay to IAMU an amount not to exceed the amount of fees billed during the previous year plus either 3% or the increase in costs determined pursuant to the most recent available Consumer Price Index (CPI) for the Urban Midwest, whichever is greater.

3.2 Payment of Invoices. IAMU shall use reasonable efforts to bill the parties to the SGCIS

agreement on a quarterly basis. The SGCIS shall pay all non-disputed amounts incurred hereunder within thirty (30) calendar days after the date of IAMU's invoice. IAMU shall bill the individual parties of SGCIS in the amount determined and allocated under the SGCIS 28E Agreement. If at any time IAMU is unable to deliver or perform the services warranted pursuant section 5 of this agreement because of staff turnover, then IAMU shall toll, prorate, or refund invoiced amounts for any period of time in which the delivery of services is interrupted.

4. Independent Contractor. Nothing herein shall be deemed or construed to create a joint venture, partnership, agency, or employee/employer relationship between the parties for any purpose, including but not limited to, withholding for purposes of social security or income tax, or entitlement to vacation, insurance, retirement, or other employee benefits. The relationship of the parties is that of independent contractor and SGCIS, and is governed solely by this Agreement. Neither party is authorized to act as an agent for, or otherwise on behalf of the other party, and no action by either party shall bind the other party.

5. Services Warranty. IAMU warrants that it shall perform the Services in a professional and workmanlike manner. In the event IAMU fails to perform any Services, IAMU's sole and exclusive obligation shall be to promptly take such action as may be reasonably necessary to correct such failure.

6. Term and Termination.

6.1 Term and Termination Without Cause. This Agreement shall commence on July 1, 2020 or sooner upon mutual agreement of the parties, whichever is later in time and shall remain in effect until June 30, 2023. This Agreement shall automatically renew for additional one-year terms unless and until either party gives the other party written notice of termination sixty (60) days prior to the end of the initial term or any renewal term. Any renewal shall be subject to the fee increases described in paragraph 3 above.

6.2 Termination for Default. In the event of the failure of a party to perform any material obligation under this Agreement that is not cured within thirty (30) calendar days following receipt of written notice of such failure, the non-defaulting party shall have the right to terminate this Agreement and, subject to the terms of this Agreement, seek any and all rights and remedies available to it at law and in equity.

7. Risk Allocation and Insurance.

7.1 Insurance – IAMU. IAMU shall obtain and maintain in continuous effect during the term of this Agreement with the SGCIS and while any of the obligations remain unsatisfied, the insurance coverages, limits, waivers and endorsements set forth in Attachment 1 and shall provide the SGCIS with a certificate of insurance showing such coverages prior to execution of this Agreement.

8. Miscellaneous.

8.1 Governing Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of Iowa.

8.2 Notices. Any notice required or permitted to be delivered pursuant to this Agreement shall be in writing and shall be deemed delivered: (a) upon delivery if delivered in person; (b) three (3) business days after deposit in the United States mail, registered or certified mail, return receipt requested, postage prepaid; (c) upon transmission if sent via email, with a confirmation copy sent via overnight mail; or (d) one

(1) business day after deposit with a national overnight courier, in each case addressed to the following:

If to IAMU:
Troy DeJoode
IAMU Executive Director
1735 NE 70th Ave.
Ankeny, Iowa 50021

If to SGCIS, notice shall be delivered to the offices of each of the parties to the 28E Agreement.

8.3 Force Majeure. Each party shall be excused from performance under this Agreement and shall have no liability to the other party for any period it is prevented from performing any of its obligations, in whole or in part, as a result of delays caused by the other party, by an act of God, war, civil disturbance, court order, third party performance or nonperformance, strikes, work stoppages or other cause beyond its reasonable control, and such nonperformance shall not be a default under, or grounds for termination of, this Agreement. Notwithstanding the foregoing, if any of the above-enumerated circumstances prevent, hinder or delay performance of either party's obligations hereunder for more than thirty (30) calendar days, the party not prevented from performing may, at its option, terminate this Agreement without liability or penalty as of a date specified by such party in a written notice of termination to the other party.

8.4 Survival of Obligations. Termination of this Agreement for any cause shall not release either party from any liability that accrued on or before the date of termination or that may thereafter arise with respect to any act or omission occurring on or before the date of termination, or from any obligation that is expressly stated in this Agreement to survive termination of this Agreement.

8.5 Entire Agreement; Construction. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements relating to the same subject matter. No modification, amendment or supplement to this Agreement shall be effective for any purpose unless agreed to in writing and signed by authorized representatives of the parties. If any provision of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this Agreement, and all provisions not affected by such invalidity shall remain in full force and effect. No delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have hereunder shall operate as a waiver; any waiver must be in writing and signed by the party granting such waiver. The waiver by either party of a breach or default in any of the provisions of this Agreement by the other party shall not be construed as a waiver of any other breach or default. Headings contained in this Agreement are for convenience of reference only and shall not affect the meaning and interpretation of this Agreement.

8.6 Non-Discrimination. Neither IAMU or the SGCIS shall discriminate or permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, creed, national origin, gender, age, sex, religion, sexual orientation, gender identity, disability, or familial status and shall furnish evidence of compliance with this provision when so requested by the other party.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

FOR SGCIS

Chair – Name:

Date

Vice Chair – Name:

Date

Secretary – Name:

Date

FOR IAMU

Executive Director – Troy DeJoode

Date

Schedule A
Scope of Work

1.0 General Description:

- 1.1 IAMU shall provide professional services for program development and safety and procedure training and consultation for SGCIS. IAMU will hire a safety professional and that person will live in the SGCIS area.
- 1.2 The objective of this agreement is to improve the operating departments of the SGCIS parties to meet or exceed OSHA compliance requirements, reduce incidents and to provide supplemental training and consultation to employees in the respective departments, divisions, and work groups.
- 1.3 IAMU will coordinate and attend monthly safety training meetings with SGCIS as time permits.
- 1.4 IAMU will provide professional guidance on safety related goals.
- 1.5 IAMU will provide incident investigation training and will assist in investigations, when requested, after employee incidents.
- 1.6 Assistance in establishing safety team and a safety culture, program development, and presentation of said programs to departments, and associated tasks required related to OSHA and some EPA safety program requirements are included in the work.
 - 1.6.1 IAMU may provide additional safety-related services to various departments during the contract period.
 - 1.6.2 Any service provided to SGCIS by IAMU during the contract period that is not part of the OSHA Program Requirements Program Development and Safety and Procedure Training shall be provided under separate contract and using other IAMU personnel.

2.0 Program Development:

- 2.1 IAMU will develop new written programs and review and update existing programs in Parties departments and divisions in order to insure compliance with OSHA program requirements. Priority for the order of the program development, established by departmental interviews and a risk assessment.
- 2.2 IAMU will review annually and update written OSHA programs for Parties departments and divisions.
- 2.3 IAMU will establish or review and update safety processes that support and build the safety programs in Parties departments and divisions and will include specific examples and/or photographs in the delivery of training sessions. Processes include but not limited to job hazard analysis, PPE assessment, lockout / tagout procedures.

- 2.4 IAMU will establish written OSHA safety programs and processes for Parties locations, where multiple departments and divisions are located.
- 2.5 IAMU will formally solicit employee involvement and input in programs and processes to insure employee buy-in and to allow future updates to be made by employees or others. This to be achieved by attending monthly safety committee meetings and/or direct contact within the departments.
- 2.6 IAMU will perform work on the OSHA programs as determined by 2.1.
 - 2.6.1 Perform a detailed audit of facilities and report for each department and then follow up with results and assistance to correct findings.
 - 2.6.2 Other programs as approved by the Coordinating Committee during the contract period.
- 2.7 IAMU will develop and include in all work the following, as applicable or as directed by the Coordinating Committee, for each program at each location.
 - 2.7.1 Photographic record of all processes.
 - 2.7.2 Audit forms, in both electronic and paper formats, for each work group.
 - 2.7.3 Written presentation outlines, provided in electronic format.
 - 2.7.4 Records of discussions concerning ideas and opportunities to improve the quality and content of all written documents and visual presentations.
 - 2.7.5 Inspection forms, in electronic format.
- 2.8 IAMU shall perform various tests and analysis including but not limited to audiometric.
- 2.9 IAMU shall provide professional assistance in the development of general safety policies and procedures.
- 2.10 All programs, forms, processes, and other work shall meet the applicable OSHA program requirements.
- 2.11 All programs, forms, and processes shall be standardized, as much as possible, to the using department/work group.
- 2.12 IAMU will review existing programs and processes for compliance with OSHA program requirements and provide written report to the parties representative.
- 2.13 IAMU will prepare recommendations for program and process improvements and submit to parties representative and applicable department/division/work

group.

- 2.14 For each program at each department/division/work group, IAMU will provide a comprehensive training session.

3.0 Safety Consultation and Procedure Training:

- 3.1 IAMU will, as part of the training allotted hours, assist managers and supervisors with safety related questions and/or activities. This includes establishing and supporting safety committees and attending the safety committee meetings, if requested.
- 3.2 IAMU will assist and/or conduct incident investigations, when requested.
- 3.3 IAMU will prepare, arrange, and present education classes and related consulting services to educate employees on various OSHA health and safety issues, programs, and processes. It is understood that departments/divisions may cancel or reschedule training sessions based on their work schedules.
- 3.4 IAMU classes will be chosen and arranged by consultation with SGCIS members, complying with the requirements of OSHA and relating to the specific needs.
- 3.5 When applicable, each training session shall include City-specific content, including documents, photographs.
- 3.6 When possible, training sessions shall include practical or hands-on instruction.
- 3.7 Annually, IAMU will provide the parties of SGCIS with a summary of the previous year's training. Summary shall be provided in electronic (Excel) format suitable for inclusion in formal reports and retention in member records.
 - 3.7.1 IAMU will provide sign-in sheets for each course presented, including:
 - 3.7.2 Date.
 - 3.7.3 Duration/length of class.
 - 3.7.4 Instructor name.
 - 3.7.5 Department, division, or work group name where class was presented.
 - 3.7.6 Description/topic of class.

4.0 IAMU shall maintain a database of training sessions provided. IAMU, at the request of the party representative, will provide a summary of training by employee.

- 4.1 The database shall include a comprehensive record of training attendance for each employee in each department, division or work group where services have been provided by IAMU.

- 4.2 Database records shall include each employee's name, department, division, work group, dates of attendance at training sessions, duration of each class, and name/topic of each session attended.
- 4.3 By the 25th of each month, IAMU shall update database records to include all sessions presented the previous month. Party may request copy of training records anytime during the year.

CIASSO Group 1 Estimated Cost
\$130,000

3/27/2020

<u>Town</u>	<u>Population</u>	<u>Employees</u>	<u>Base</u>	<u>Population %</u>	<u>Employee %</u>	<u>Total</u>
Adel, City of	4386	10	\$1,000	\$4,471	\$5,128	\$10,600
Greenfield, City of	972	5	\$1,000	\$991	\$2,564	\$4,555
Greenfield MU	972	8	\$1,000	\$991	\$4,103	\$6,093
Grimes, City of	12742	19	\$1,000	\$12,990	\$9,744	\$23,733
Stuart MU	1695	5	\$1,000	\$1,728	\$2,564	\$5,292
Perry, City of	7517	12	\$1,000	\$7,663	\$6,154	\$14,817
Polk City, City of	4646	6	\$1,000	\$4,736	\$3,077	\$8,813
Waukee, City of	20649	35	\$1,000	\$21,051	\$17,949	\$39,999
Winterset, City of	2638	8	\$1,000	\$2,689	\$4,103	\$7,792
Winterset MU	2638	9	\$1,000	\$2,689	\$4,615	\$8,305
	<hr/> 58855	117	\$ 10,000	\$60,000	\$60,000	<hr/> \$130,000



City of Polk City, Iowa

City Council Agenda Communication

Date: April 13, 2020 City Council Meeting
To: Mayor Jason Morse & City Council
From: Chelsea Huisman, City Manager
Subject: RFP for Audit Services

BACKGROUND: On Monday, I am asking the Council to approve sending out a request for proposal (RFP) for audit services. We have been using the same firm for several years now and I am requesting that we take bids for this service. As a City over 2,000 residents, we are required by State law to be audited every fiscal year.

ALTERNATIVES: Do not approve the RFP

FINANCIAL CONSIDERATIONS: There are no financial considerations to send out an RFP, but there is the possibility of a cost savings by bidding out services.

RECOMMENDATION: It is my recommendation that the Council approve the RFP for auditing services. Bids will be reviewed at the May 25, 2020 City Council meeting.



PO Box 426
Polk City, Iowa
50226

PH: 515-984-6233
FX: 515-984-6177

Request for audit services for 3 year contract

The City of Polk City, Iowa is seeking competitive proposals for the public improvement hereafter described. Contractors qualified to perform the work are invited to submit competitive proposals, pursuant to the requirements of Section 26.14 of the Iowa Code.

1. Description of the Public Improvement Work to be performed Pursuant to This Solicitation.

The City of Polk City is requesting proposals for audit services relating to the audit for the fiscal years ending June 30, 2022, June 30, 2021 and June 30, 2020. Attached is information relating to minimum specifications of services, data, to be included in the proposal, evaluation criteria, and selected information relating to the City of Polk City. The City's audited financial statements can be obtained for your information.

Specific Requirements:

The Audits should be in accordance with the following:

1. U.S. generally accepted auditing standards
2. The standards for financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States
3. The Single Audit Act Amendments of 1996 and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

The audit reports should conform to the following:

1. Reporting formats specified by the Auditor of State's office
2. AICPA Audit guidelines
3. Governmental Accounting Standards Board reporting requirements
4. The requirements of the Single Audit Act Amendments of 1996 and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

The Audit reports should contain the following information:

1. Table of contents
2. Listing of City Officials
3. Independent Auditor's report
4. Management's Discussion and analysis
5. Basic Financial Statements:
 - a. Government Wide-Statement of activities and net assets-cash basis



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Request for audit services for 3 year contract

- b. Governmental Fund-Statement of cash receipts, disbursements and changes in cash balances
- c. Proprietary Fund-Statement of cash receipts, disbursements and changes in cash balances
- d. Fiduciary Fund-Statement of changes in fiduciary assets and liability-Agency fund
- e. Notes to financial statements
6. Supplementary Information
 - a. Budgetary Comparison schedule of receipts, disbursements and changes in balances-budget and actual (cash basis)-All Governmental Funds and Proprietary Funds
 - b. Notes to required supplementary information-Budget reporting
7. Other Supplementary information:
 - a. Schedule of cash receipts, disbursements and changes in cash balances-Non-major Governmental Funds
 - b. Schedule of Indebtedness
 - c. Bond and Note maturities
 - d. Schedule of receipts by source and disbursements by Function-all Governmental Funds
8. Independent Auditor's Report on Internal Control over financial reporting and on compliance and other matters based on an Audit of Financial Statements performed in accordance with Government Auditing Standards
9. Schedule of findings

Eighteen (18) bound copies, of the reports, are required to be typed and reproduced by the firm accepting the contract in a quantity sufficient to meet the needs of the City. An electronic version of the report should also be provided. The audit report should also include a letter, which includes recommendations affecting the financial statements, internal control, accounting systems, and compliance issues.

Three (3) bound copies of the reports, including the management letter, a detailed per diem audit bill, and a copy of the news release shall be provided to the Auditor of State upon release of the reports to the City.

The City of Polk City may request a representative of the firm to appear at a City Council meeting to present the annual audit report.

The City of Polk City will provide sufficient staff and resources while on-site. Information requested ahead of arrival is highly recommended.

The City of Polk City reserves the right to reject any and all proposals received.



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Data to be included in proposal:

In order to simplify the review process and to obtain the maximum degree of comparability, it is requested that the proposals include the following items and be organized in a manner specified below.

1. Letter of transmittal:

A letter of transmittal briefly outlining the proposer's understanding of the work and general information regarding the firm and individuals to be involved is permitted, if it is limited to not more than two pages. If a transmittal letter is presented, it should clearly set forth the local address of the office to be performing the work, the telephone number, and the name and title of the contact person.

2. Table of contents:

Include a table of contents, which identifies the material by section, page number, and a reference to the following information to be contained in the proposal. If a transmittal letter is not submitted, please include on the table of contents the local address of the office to be performing the work, the telephone number, and the name of the contact person.

3. Profile of firm proposing:

- a. State whether the firm is a local, national, or international firm and brief description of the size of the firm.
- b. State whether the firm is in compliance with the registration requirements to engage in the practice of public accounting within Iowa.
- c. State whether the firm is independent of the entity to be audited in accordance with government Auditing Standards.
- d. Describe the local office from which the work is to be performed.
 - i. Location of the office
 - ii. Current size of office
 - iii. The size of professional staff by level, such as partner, manager and supervisor, senior, and other professional staff.
 - iv. Number of CPA's in the office.
 - v. Submit any other information required to describe the office, which will be performing the work.

4. Qualifications:

- a. Describe the recent local office auditing experience in similar types of audits to which the proposal relates. If appropriate, include regional experience in auditing similar types of entities.
- b. Include resumes of all key professional members who will be assigned to the audit. Resumes should be included for all members of the audit team from the audit



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Request for audit services for 3 year contract

partner through at least the on-site in-charge accountant. The resumes should include:

- i. The amount of experience the individual has had in the auditing profession
 - ii. A summary of similar audits on which the individual has worked.
 - iii. A summary of the continuing professional education the individual has had that relates directly to governmental accounting and auditing during the past two years.
 - iv. A statement as to whether the individual is independent, as defined by Government Auditing Standards.
- c. Describe the firm's policy on notification of changes in key personnel anticipated to be assigned to the audit.
 - d. Describe a listing of, or the number of, professionals in the office who are experienced in governmental auditing.
 - e. Describe the availability of individuals within the firm, who are primarily involved in governmental auditing and reporting, with which the audit team may consult.
 - f. Briefly describe the firm's system of quality control to ensure that the audit is adequately performed.

5. Scope of Service and Proposed Project Schedule:

- a. Briefly describe your understanding of the scope of services to be provided.
- b. Indicate a proposed time schedule for completing the work, assuming the contract will be issued on the date given in this request, and for each year thereafter.
- c. This proposal should include the approximate dates you would perform fieldwork for year 1, and estimates for year 2 and year 3, office review and report preparation and the delivery date of the final report by the end of 2016. If requested to attend a Council meeting to review the final report, that date would take place at a City Council meeting in January or February of each year.

6. Fees and Compensation:

- a. Estimated total hours
- b. Estimated out-of-pocket expenses
- c. Hourly rate by staff classifications
- d. All inclusive maximum fee and out-of-pocket expenses, which will not be exceeded
- e. Frequency and timing of your billing process

2. Site Visit or request for additional information.



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Request for audit services for 3 year contract

Interested firms are further advised that a site visit or phone call may be arranged by contacting Lindsey Huber at City Hall at 515-984-9157, or by emailing lhuber@polkcityia.gov. If additional information is needed, please contact Lindsey.

3. Time, Place and Manner for Filing Competitive Proposals.

- a. Competitive sealed proposals for the work described above shall be filed in the office of the City Clerk, 112 3rd Street, Polk City, Iowa 50226 **on or before 1:00 p.m. on Thursday, May 21, 2020.** Those submitting sealed proposals should indicate on the outside of the envelope in the lower left-hand corner that it is a sealed proposal for Audit services and the name of the firm submitting the proposal. Proposals must be dated and signed by an authorized official to bind the firm submitting a proposal. The City Council will review and recommend approval at their meeting on Monday, May 25, 2020 at 6:00 PM at City Hall.
- b. Competitive proposals (2 copies) shall be filed with the City Clerk by –
 - i. placing them in the United States Mail, appropriately stamped and addressed to the City Clerk's office at:
City of Polk City
PO Box 426
Polk City, Iowa 50226
 - ii. filing them in person / in hand at the office of the City Clerk at:
112 3rd Street
Polk City, IA 50226
 - iii. e-mailing them as an e-mail attachment, addressed to the City Clerk's e-mail address, jgibbons@polkcityia.gov
- c. If a competitive proposal is delivered by U.S. Mail or by in-hand delivery, it shall be placed in a sealed envelope addressed to the City Clerk at the address stated above. Competitive proposals received after the time stated above will not be considered and the quoting contractor will be so notified.

4. All information must be included with proposal as outlined in this RFP.

All information must be included on time, otherwise the bid will be rejected by the City. Competitive proposals which are filed in any other form shall be determined to be non-responsive and shall be rejected by the City.



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Request for audit services for 3 year contract

The fees quoted in a proposal and included in the contract must be the maximum paid in total, unless both parties complete an amendment to the agreement. The agreement will be for a one year period.

5. Evaluation of Competitive Proposals.

The proposal will be evaluated by the City of Polk City based upon the following criteria. Therefore, it is important that your proposal be responsive to the data requested.

- a. Cost
Overall cost, including out-of-pocket expenses for the performance of the audit.
- b. Qualifications
 - i. Organizational Structure and size of firm
 - ii. Organizational structure and size of the office performing the audit
 - iii. Recent experience in similar type of audits
 - iv. Qualifications of the audit team and number of individuals experience in governmental auditing
 - v. Individuals with whom the audit team may consult
 - vi. Understanding of work and timetable to complete the audit

Polk City Water Department

Monthly Report

Month March

Year 2020

Total Water Pumped 13346924 Gallons
Monthly Daily Avg 430545 Gallons

Testing Results

- **SDWA Bacteriological Coliform Analysis** Advent University Hygienic Lab.
Fecal Coliform Analysis- Sample incubated 35c for 48 hrs then examine for gas production. Gas production verifies presence of fecal coliform organisms.
- **Fluoride Analysis** .3 University Hygienic Lab.
A fluoride concentration of approx. 1mg/l in drinking water effectively reduces dental caries without harmful effects on health. MCL for fluoride is 4.0 mg/l.
Fluoride at Plant- Monthly Average .61 mg/l Polk City Lab.
Fluoride in System- Monthly Average .76 mg/l Polk City Lab.
- **Chlorine Free At Plant- Monthly Average** 1.05 mg/l Polk City Lab.
Chlorine Total at plant- Monthly Average 3.23 mg/l Polk City Lab.
Chlorine Free in System- Monthly Average .65 mg/l Polk City Lab.
Chlorine Total in System- Monthly Average .97 mg/l Polk City Lab.
Chlorine requirement is the quantity of chlorine that must be added to H₂O to achieve complete disinfection of pathogens and protozoa. Chlorine residuals will vary widely depending on organic loading. We also use chlorine to oxidize iron prior to filtration.
- **Iron Raw Water- Monthly Average** 6.01 mg/l Polk City Lab.
Iron Finish Water- Monthly Average .05 mg/l Polk City Lab.
Iron System Water- Monthly Average .03 mg/l Polk City Lab.
Iron occurs in rocks and minerals in the earth's crust. It's the 4th most abundant element respectively. Iron has no effect on human health; its main objection is aesthetics. Concentrations of Iron in finish H₂O should be between 0.03-0.06mg/l.
- **Manganese Raw Water- Monthly Average** .27 mg/l Polk City Lab.
Manganese Finish Water- Monthly Average .20 mg/l Polk City Lab.
Manganese System Water- Monthly Average .07 mg/l Polk City Lab.
Manganese also occurs in rocks and the earth's crust. It is the 7th most abundant element. Manganese is extremely difficult to remove. Concentrations of Manganese in finish H₂O should not exceed 0.05mg/l or black staining of plumbing fixtures may occur. No effect on human health.
- **pH Raw Water Monthly Average** 8.5 mg/l Polk City Lab.
pH Finish Water-Monthly Average 8.4 mg/l Polk City Lab.
pH System Water- Monthly Average 9.1 mg/l Polk City Lab.
pH scale ranges from 0-14 with 7 being considered neutral. Below 7 becomes corrosive to plumbing, above 7 tends to deposit minerals in plumbing. We add caustic soda to maintain proper pH, which should range between 7.5-7.9 in finish water.

Total Tests Performed- Polk City Lab _____

Total Hours to perform tests _____



City of Polk City, Iowa

City Council Agenda Communication

Date: April 13, 2020 City Council Meeting
To: Mayor & City Council
From: Jason Thraen, Parks & Recreation Director

Subject: Parks & Recreation Department Updates

1. Reviewing parks & recreation survey results from 2019
 - using this info to help plan the next 12 months
2. Communicating with existing recreation groups
 - North Polk United Soccer
 - Little League
 - Adult Softball
3. Research program registration software(s)
 - Sportsman
 - CivicPlus
 - SmartRec
4. Cost Recovery analysis of existing Summer Rec program
 - Waiting for 2019 transportation invoice from North Polk
5. Municipal code review
 - Chapter 23 (Parks Commission)
 - Chapter 47 (Parks)

**POLK CITY CHAMBER AND ECONOMIC DEVELOPMENT CORPORATION
BANK RECONCILIATION (MARCH 2020)**

CHECKING ACCOUNT #4192						
<u>DATE</u>	<u>TRANSACTION DESCRIPTION</u>	<u>CHECK #</u>	<u>INVOICE #</u>	<u>DEPOSITS</u>	<u>DISBURSEMENTS</u>	<u>BALANCE</u>
03/01/20	BEGINNING BALANCE					17,267.18
03/02/20	Membership Dues (Sq Fees 13.26)	EFT	X	356.74		17,623.92
03/02/20	Acctg Fees - Woollums CPA (PR Fees)	2256	X	17668	100.00	17,523.92
03/02/20	Membership Dues, Annual Event		X	870.00		18,393.92
03/02/20	Reimbursement - Brigett DeVos	2257	X		500.81	17,893.11
03/05/20	Staff Salaries (PR Fees 3.50)	EFT	X		2,497.56	15,395.55
03/06/20	Luncheon Meal, Annual Dinner		X	45.00		15,440.55
03/06/20	Utilities - Mediacom	2258	X		39.71	15,400.84
03/06/20	Lunch Meal, Annual Dinner (PP Fees 7.74)		X	217.26		15,618.10
03/11/20	Luncheon Meal, Farmers Market		X	264.00		15,882.10
03/11/20	Lunch Meal, Bike Ride (PP Fees 5.43)		X	129.57		16,011.67
03/12/20	Luncheon Meal (Sq 1.20)		X	28.80		16,040.47
03/12/20	Mktg/Adv - Big Green Umbrella	2259	X	394384	1,452.00	14,588.47
03/14/20	RVTV Event - LRI Graphics	2260	X	4722	8.59	14,579.88
03/16/20	Taxes - US Treasury	EFT	X		979.74	13,600.14
03/19/20	Staff Salaries (PR Fees 3.50)	EFT	X		2,497.56	11,102.58
03/23/20	Annual Event, Bike Ride, Farmers Mkt, Membership Dues		X	1,192.00		12,294.58
03/26/20	Sq Lighting - D. Campbell (2019)	2263			150.00	12,144.58
	(Replaced Lost/Void Ck #2224 11/30/19*		X	150.00		12,294.58
03/26/20	Annual Event, Supplies - Crown Trophy	2264	X	16537	130.80	12,163.78
03/26/20	Reimbursement - Brigett DeVos	2265	X		246.86	11,916.92
03/31/20	Rent - Sender's Construction	2261	X		730.00	11,186.92
03/31/20	Acctg Fees - Mary Treanor (Mar)	2262		111	400.00	10,786.92
	TOTAL			3,253.37	9,733.63	
	ENDING ACCOUNT BALANCE					10,786.92
	OUTSTANDING CHECKS (+)					550.00
	OUTSTANDING DEPOSITS (-)					0.00
	BANK STATEMENT BALANCE					11,336.92
SAVINGS ACCOUNT #2745						
<u>DATE</u>	<u>TRANSACTION DESCRIPTION</u>			<u>DEPOSITS</u>	<u>WITHDRAWALS</u>	<u>BALANCE</u>
03/01/20	BEGINNING BALANCE					75,660.03
03/31/20	Interest		X	33.17		75,693.20
	TOTAL			33.17	0.00	
	ENDING ACCOUNT BALANCE					75,693.20
	OUTSTANDING WITHDRAWALS (+)					0.00
	OUTSTANDING DEPOSITS (-)					0.00
	BANK STATEMENT BALANCE					75,693.20

POLK CITY LIBRARY BOARD MEETING NOTES
Polk City Community Library Meeting Room, 1500 W. Broadway
Monday, March 2, 2020 at 6:30 pm

I. Call to Order - The meeting was called to order by President Lisa Mart at 6:32 pm.

II. Approval of the Agenda

MOTION: A motion was made by Angie Conley and seconded by Corey Hoodjer to approve meeting agenda.

MOTION PASSED UNANIMOUSLY.

<u>Board Members Present:</u>	Lisa Mart, Angie Conley, Corey Hoodjer
<u>Board Members Absent:</u>	Sara Olson
<u>Library Director Present:</u>	Jamie Noack
<u>City Council Liaison Present:</u>	Jeff Walters
<u>Guests Present:</u>	Chelsea Huisman, City Administrator Polk City

III. Consent Items

MOTION: A motion was made by Corey Hoodjer and seconded by Angie Conley to approve meeting agenda.

MOTION PASSED UNANIMOUSLY.

1. Approve the February 2020 Board Minutes
2. Approve the January 2020 Finance Reports
 - a. [History](#)
 - b. [Expenses](#)
 - c. [Revenue](#)

IV. Communication from the Public: None

V. Director's report

- February 2020 Stats

Library Statistics:

- Circulation and library usage.
 - February 2020 circulation increased by 100 checkouts compared to February 2019.
 - The number of patrons visiting the library increased by 325 people from February 2019.
 - Adventure Pass stats: 9 Adventure Passes were used in February saving patrons \$375.50.
 - Library Patrons saved \$42,936 in February by borrowing materials from the library versus purchasing them (does not include digital ebook/audiobook downloads or hotspot loans).
 - Key 2nd Quarter Stats for FY20 vs FY19
 - Library Attendance up 715
 - Circulation up 289 (Bridges up 345)
 - Adult Program attendance up 137
 - Youth Program attendance down 69 (no Trunk or Treat)
 - Patron Saving up \$884

What's New:

- We received 16 applications for the Youth Services Librarian position. I interviewed 8 applicants via telephone and chose 4 for in-person interviews. Lindsey Huber and I interviewed finalists March 2.
- The Polk County Library Association met with representatives from the Polk County Board of Supervisors at 1:00 pm on February 12 for budget negotiations. They asked for a 3-year contract with an increase of \$50,000/year. No response has been received to date.

- I reached out to suggested individuals regarding serving on the Reconsideration Committee. The committee members are:
 - Maureen McGuire
 - Mike A. Miller
 - Sarah Koth
 - Kathy LePage
- Director Noack will be out of town March 10-14
- Director Noack is planning to attend the Space Planning Workshop in Lawrence, KS on April 27, 2020. This workshop is held in various places around the country annually, but is rarely within driving distance of Iowa.
- We have activities planned M-Th at 10:00 am for the week of Spring Break.

Highlighted Events:

- March 5 Cribbage 1:00
- March 5 DIY: Flower Pot Bunny 6:00
- March 7 Paw Patrol Party 10:00
- March 10 Euchre
- March 12 Sing and Shake 10:00
- March 12 Crafting with Beeswax 6:30
- March 16-19 Kids Spring Break Activities daily at 10:00
- March 19 Playdates & Perks 9:00
- March 24-April 28 Kids in the Kitchen w/ ISU Extension 4:00
- March 26 Spanish Storytime
- March 26 Family Movie Night (Frozen 2) 6:00
- March 30 DIY Card Crafting 6:00

VI. Liaison report – Jeff Walters

New Police personnel sworn in; hired Parks and Rec Director that will start in the next week or so.

VII. Board Education: Intellectual Freedom (Corey)

Defer to next month.

VIII. Agenda Items

1. Review [Circulation Policy](#) – changes will be made to add a temporary library card for individuals just moving into Polk City; will be approved at next meeting.

IX. MOTION: A motion was made by Angie Conley and seconded by Corey Hoodjer at 6:51pm to enter into Closed Session under Code of Iowa; Chapter 21 Official Meetings open to Public; **section 5 Closed session**; sub paragraph 1.i. to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.

ROLE CALL: Angie Conley, aye
Corey Hoodjer, aye

X. (AFTER CLOSED SESSION ENDED AT 6:59 pm): Consider motion to take action on closed session item. Motion to approve Jamie Noack hiring candidate for position of Children's Librarian within the wages posted in the job listing made by Angie Conley and seconded by Corey Hoodjer.

ROLE CALL: Angie Conley, aye
Corey Hoodjer, aye

XI. Adjourn – Meeting adjourned at 7:01 pm.

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

Next Meeting April 6, 2020 at 6:30 PM

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

LIBRARY -MARCH 2020 STATS SNAPSHOT	March 2019	March 2020 (COVID-19)	February 2020
Total Visitors	2,429	1,239	2,031
People Checking Out	468	394	387
Polk City Cardholders	407	351	345
Polk City Checkouts	3,759	3,124	3,103
Open Access Cardholders	24	21	18
Open Access Checkouts	219	148	161
Rural Cardholders	37	22	24
Rural Checkouts	387	173	218
Bridges E-book/Audiobook Checkouts	503	624	633
Outgoing ILL Books	36	36	34
Total Checkouts (incl. Bridges & Outgoing ILL)	4,904	4,105	4,149
Auto Renewals (began in September 2018)	797	366	700
Total Checkouts (adjusted for auto-renewal)	4,107	3,739	3,449
Incoming ILL Books	29	22	42
Reserves Placed	229	1,124	197
Materials Added	174	167	142
Materials Withdrawn	42	25	10
New Cards Issued	25	15	20
Computer Users	96	26	59
WiFi Users (on site)-Whofi counter started end of 10/19	52	231	325
Reference Questions	250	35	20
AWE Station Usage	149	53	68
AWE Games Played	413	158	182
Adult Programs	23	8	39
Adult Program Attendance	169	128	248
Youth Programs	13	6	15
Youth Program Attendance	504	278	305
Tutoring	20	8	22
No. of Meeting Room Uses by Outside Groups	6	1	6
Patron Savings (physical materials only)	\$53,018	\$47,269	\$42,936
Blank Park Zoo Adventure Pass (\$44)	6	1	1
Science Center of Iowa Adventure Pass (\$44)	10	2	2
Living History Farms Adventure Pass (\$51)	0		NA
Botanical Gardens Adventure Pass (\$34)	2	2	1
Brenton Skating Plaza (\$46.50)	0		1
Des Moines Children's Museum (\$36)	NA		0
TOTAL ADVENTURE PASS SAVINGS	\$732	\$200.00	\$212.50
Summer Reading Signups (0-11)			
Summer Reading Signups (12-18)			
Adult Reading Participation			
Facebook Page Views (March 4-March 31)	NA	452	218
Facebook Post Reach (March 4-March 31)	NA	3,968	3,455
New Facebook Page Followers(March 4-31)	NA	21	14
New Facebook Page Likes (March 4-31)	NA	18	13
Website Views	NA	2,986	1,939

Library Director's Report

April 2020

Library Statistics:

- Circulation and library usage.
 - March 2020 circulation decreased by 368 checkouts compared to March 2019.
 - The number of patrons visiting the library decreased by 1,190 people from March 2019 due to the library being closed to the public effective at noon on March 16, 2020 in response to COVID-19.
 - 5 Adventure Passes were used saving patrons \$200.
 - Library Patrons saved \$47,269 in March by borrowing materials from the library versus purchasing them (does not include digital ebook/audiobook downloads or hotspot loans).
 - Key 3rd Quarter Stats for FY20 vs FY19
 - Library Attendance down 701
 - Circulation down 640 (Bridges up 451)
 - Adult Program attendance up 12
 - Youth Program attendance down 193
 - Patron Savings down \$8,470

What's New:

- EVERYTHING!
- A time-line of COVID-19 response:
 - Wednesday, March 11: I was traveling, but advised library staff to begin disinfecting door handles and other high-touch areas every 2 hours and to put away the ice cream toys in the children's area.
 - Thursday, March 12: I instructed staff to put away all toys in the children's area as well as pillows from furniture. I began conversing with city administrators and other metro-area library directors regarding how they were addressing the escalating situation. I created a Coronavirus page for our website and made social media posts informing patrons of how we were responding at the library. A letter was also emailed to all patrons in our database for whom we had email addresses.
 - Friday, March 13: I instructed staff to cancel all library programs for the week of March 15, 2020. I remained in contact with city administrators and metro-area library directors.
 - Sunday, March 15: When the governor closed schools, I immediately contacted Chelsea Huisman to determine if the library would open on Monday morning. At the time, only the Des Moines Public Library had suspended operations and it was decided that we would open as planned on Monday and monitor the situation.
 - Monday, March 16: Chelsea Huisman stopped in the library to introduce the new Parks & Rec director. At that time, the library had been open one hour and we had already checked out 283 materials to families. Within the next hour, the mayor issued an emergency proclamation closing the library immediately. I was told we could remain open until noon. I asked about providing library materials to patrons curbside and was told that was acceptable. All remaining March programs were cancelled.
 - Tuesday, March 17: In an effort to continue providing computer access to those in need, the library ordered 5 refurbished chromebooks for patrons to use in the parking lot. They have yet to be used although we have had phone calls from people wanting to check them out and take them home.
 - Monday, March 23: Youth Services Librarian, Melissa Ulbrich, joined our team and immediately began researching copyright stipulations for online storytimes.
 - Monday, March 30: All programming for April was cancelled. The library held its first online storytime.
 - The library is continuing to look for ways to continue some programming in a digital manner. Zoom is being used for book clubs and may be expanded to other programs. Geri-Fit has allowed

patrons to sign up and have the video link emailed to them so they can continue exercising at home.

- We have a goal of setting out craft kits for kids to pick up twice a week. We are creating them from materials found while “cleaning house” last week!
- Full-time library staff are aware that they are able to work from home at any time.
- Part-time library staff are completing inventory and other organizational tasks while here.
- 190 people attended our Paw Patrol party on March 8.
- Carpets were cleaned and the meeting room floor cleaned/waxed on Thursday, March 19.
- The new book drop and shelves for circulation stations have arrived. The shelves have not been installed.
- The Space Planning Workshop in Lawrence, KS on April 27, 2020 has been cancelled.
- All Polk County Community Grants have been suspended until further notice.
- Youth Services Librarian, Melissa Ulbrich, is participating in the Kids First virtual conference today and tomorrow.
- Wednesday, we will participate in a continuing ed webinar, Crisis Response Conversations-Staying Connected to your Community.

RESOLUTION 2020-2L

**A RESOLUTION HIRING CANDIDATE FOR A YOUTH SERVICES
LIBRARIAN FOR THE POLK CITY, IOWA LIBRARY**

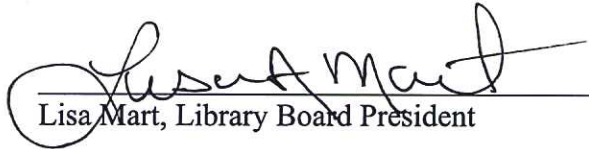
WHEREAS, the Polk City Community Library has an established position for a Youth Services Librarian; and

WHEREAS, the Youth Services Librarian position is currently vacant; and

WHEREAS, required advertising and vetting of candidates has been completed;

NOW, THEREFORE, BE IT RESOLVED, the Board of Trustees of the Polk City Community Library recommends hiring Melissa Ulbrich with a start date of March 23, 2020 at a starting wage of \$18.25 per hour.

PASSED AND APPROVED the 6th day of April, 2020



Lisa Mart, Library Board President

ATTEST:



Jamie Noack, Library Director

Applicant License Application (LE0002352)

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

Contact Person

Name <u>Tracey Wilson</u>	Phone: <u>(515) 433-5336</u>	Email <u>twilson@farewaystores.com</u>
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Classification Class E Liquor License (LE)

Term:12 months

Effective Date: 06/17/2019

Expiration Date: 06/16/2020

Privileges:

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

Status of Business

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

Ownership

Fred E. Vitt Control Trust

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

Garrett S Piklapp

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

Fareway Control Trust

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

Position: Trust

% of Ownership: 55.88%

U.S. Citizen: **Yes**

Various Individuals & Trust each holding less than 5%.

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

City: Unknown

State: Iowa

Zip: 55555

Position: Stockholders

% of Ownership: 33.25%

U.S. Citizen: **Yes**

Insurance Company Information

Insurance Company: <u>Merchants Bonding Company</u>	
Policy Effective Date: <u>06/17/2019</u>	Policy Expiration <u>01/01/1900</u>
Bond Effective <u>2</u>	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:

Applicant License Application (LC0032610)

Name of Applicant: <u>Tournament Club of Iowa, LLC</u>		
Name of Business (DBA): <u>Tournament Club of Iowa, LLC</u>		
Address of Premises: <u>1000 Tradition Dr</u>		
City <u>Polk City</u>	County: <u>Polk</u>	Zip: <u>50226</u>
Business <u>(515) 984-9440</u>		
Mailing <u>1000 Tradition Dr</u>		
City <u>Polk City</u>	State <u>IA</u>	Zip: <u>50226</u>

Contact Person

Name <u>Andrew Tuttle</u>		
Phone: <u>(515) 984-9173</u>	Email <u>andrew.tuttle@tcofiowa.com</u>	

Classification Class C Liquor License (LC) (Commercial)

Term:12 months

Effective Date: 06/01/2019

Expiration Date: 05/31/2020

Privileges:

- Class C Liquor License (LC) (Commercial)
- Outdoor Service
- Sunday Sales

Status of Business

BusinessType: <u>Limited Liability Company</u>	
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

TCI Investment, LLC x

First Name: TCI Investment, LLC **Last Name:** x
City: Lakeville **State:** Minnesota **Zip:** 55044
Position: Owner
% of Ownership: 11.33% **U.S. Citizen:** Yes

Dennis E. Berry Revocable Trus

First Name: Dennis E. Berry Revocable **Last Name:** x
City: Northfield **State:** Minnesota **Zip:** 55057
Position: Owner
% of Ownership: 10.00% **U.S. Citizen:** Yes

Ronald Cornwell

First Name: Ronald **Last Name:** Cornwell
City: Edina **State:** Minnesota **Zip:** 55439

Position: Owner

% of Ownership: 10.00%

U.S. Citizen: Yes

William C. Knapp, LC x

First Name: William C. Knapp, LC

Last Name: x

City: West Des Moines

State: Iowa

Zip: 50266

Position: Owner

% of Ownership: 10.00%

U.S. Citizen: Yes

Mac Family LP x

First Name: Mac Family LP

Last Name: x

City: Rosemount

State: Minnesota

Zip: 55068

Position: Owner

% of Ownership: 10.00%

U.S. Citizen: Yes

James & Linda Sawyer Family LP

First Name: James & Linda Sawyer

Last Name: x

City: Dundas

State: Minnesota

Zip: 55019

Position: Owner

% of Ownership: 10.00%

U.S. Citizen: Yes

Todd Schommer

First Name: Todd

Last Name: Schommer

City: Bettendorf

State: Iowa

Zip: 52722

Position: Owner

% of Ownership: 10.00%

U.S. Citizen: Yes

T. Jacob Enebak

First Name: T. Jacob

Last Name: Enebak

City: Prior Lake

State: Minnesota

Zip: 55372

Position: Chief Manager

% of Ownership: 0.00%

U.S. Citizen: Yes

Erik Hendrikson

First Name: Erik

Last Name: Hendrikson

City: Edina

State: Minnesota

Zip: 55436

Position: Secretary

% of Ownership: 0.00%

U.S. Citizen: Yes

Robert Enebak

First Name: Robert

Last Name: Enebak

City: Prior Lake

State: Minnesota

Zip: 55372

Position: Treasurer

% of Ownership: 0.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: Cincinnati Insurance Company

Policy Effective Date: 06/01/2019

Policy Expiration

06/01/2020

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

RESOLUTION NO 2020-34

**A RESOLUTION APPROVING THE APPLICATION FOR PARTIAL PAYMENT NO. 3
FOR THE 2019 STREET REPAIRS PROJECT**

WHEREAS, the City of Polk City, City Council, approved Resolution 2019-64 ordering construction for the 2019 Street Repairs Project on July 8, 2019; and

WHEREAS, the City Council approved Resolution 2019-79 on August 12, 2019 awarding the construction contract to TK Concrete, Inc. of Pella, Iowa; and

WHEREAS, on August 12, 2019 the City Council approved Resolution 2019-80 approving the contract in the amount of \$150,550; and

WHEREAS, on December 9, 2019 the City Council approved Resolution 2019-112 approving Change Order No. 1 in the amount of \$12,000; and

WHEREAS, on November 11, 2019 the City Council approved Pay App No. 1 in the amount of \$42,227.50; and

WHEREAS, on December 9, 2019 the City Council approved Pay App No. 2 in the amount of \$16,583.67; and

WHEREAS, TK Concrete, Inc. and the City Engineer have submitted the Application for Partial Payment No. 3 giving a detailed estimate of work completed with an application for payment in the amount of \$43,802.13.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa hereby approves the Application for Partial Payment No. 3 for the 2019 Street Repairs Project and the Finance Officer is hereby authorized to issue a check to TK Concrete Ink. in the amount of \$43,802.13.

PASSED AND APPROVED the 13th day of April 2020.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk



April 8, 2020

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

RE: PARTIAL PAYMENT APPLICATION NO. 3
2019 STREET REPAIRS PROJECT

Dear Honorable Mayor and City Council:

Please find the attached Partial Payment Application No. 3 for the 2019 Street Repairs Project. This payment application includes work completed by the Contractor between December 2, 2019 and April 1, 2020. Work completed during this pay period includes removal of existing pavement, replacement of pavement, and adjustment of storm sewer structures throughout Polk City.

The Contractor continues street repair operations, with two patching locations remaining.

We recommend payment of \$43,802.13 to the Contractor, TK Concrete Inc., for work completed through April, 2019. Approximately 72% of the total contract work has been completed and 21 of the 30 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 April 13, 2020 City Council meeting to answer any questions regarding this partial payment application.

Sincerely,
SNYDER & ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read 'Travis D. Thornburgh'.

Travis D. Thornburgh, E.I.

Enclosure

cc: Mike Schulte, City of Polk City
Chelsea Huisman, City of Polk City
Kathleen Connor, Snyder & Associates
John W. Haldeman, P.E., Snyder & Associates

APPLICATION FOR PARTIAL PAYMENT NO. 3

PROJECT: 2019 Street Repair Project

S&A PROJECT NO.: 119.0449.01

OWNER: City of Polk City
CONTRACTOR: TK Concrete, Inc.
ADDRESS: 1608 Fifield Road
Pella, Iowa 50219
DATE: 4/6/2020

PAYMENT PERIOD: 11/2/2019
to 4/1/2020

1. CONTRACT SUMMARY:

Original Contract Amount: \$ 150,550.00
Net Change by Change Order: \$ 12,000.00
Contract Amount to Date: \$ 162,550.00

CONTRACT PERIOD: TOTAL WORKING DAYS

Original Contract Date: August 12, 2019
Original Contract Time: 30

2. WORK SUMMARY:

Total Work Performed to Date: \$ 108,014.00
Retainage: 5% \$5,400.70
Total Earned Less Retainage: \$102,613.30
Less Previous Applications for Payment: \$ 58,811.17
AMOUNT DUE THIS APPLICATION: \$43,802.13

Added by Change Order: _____
Contract Time to Date: 30
Time Used to Date: 21
Contract Time Remaining: 9

3. CONTRACTOR'S CERTIFICATION:

The undersigned CONTRACTOR certifies that:

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

TK Concrete, Inc.
CONTRACTOR

By [Signature] DATE: 4-7-20

4. ENGINEER'S APPROVAL:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended:

Snyder & Associates, Inc.
ENGINEER

By [Signature] DATE: 4/8/20

5. OWNER'S APPROVAL

City of Polk City
OWNER

By _____ DATE: _____

6. DETAILED ESTIMATE OF WORK COMPLETED:

ITEM NO.	DESCRIPTION	CONTRACT ITEMS				COMPLETED WORK		
		PLAN QTY.	UNIT	UNIT COST	COST TOTAL	QTY. TO DATE	CO #	COST TOTAL
2.1.	Core Out Excavation	175	CY	\$ 20.00	\$ 3,500.00			\$ -
2.2.	Class A Roadstone	170	TON	35.00	5,950.00			-
2.3.	Subgrade Treatment, Geogrid, Triangular	500	SY	3.00	1,500.00			-
2.4.	Special Backfill	10	TON	35.00	350.00			-
6.1.	Manhole Adjustment, Minor	6	EA	1,250.00	7,500.00	3		3,750.00
6.2.	Intake Adjustment, Minor	11	EA	750.00	8,250.00	8		6,000.00
6.3.	Infiltration Barrier, Molded Shield	5	EA	1,250.00	6,250.00	3		3,750.00
7.1.	PCC Pavement Full Depth Repair Patch	1,000	SY	75.00	75,000.00	677.6		50,820.00
7.2.	Crack and Joint Cleaning and Filling, PCC	100	LF	10.00	1,000.00			-
7.3.	Removal of Sidewalk	25	SY	20.00	500.00	12.2		244.00
7.4.	Sidewalk, PCC, 6"	15	SY	150.00	2,250.00	12		1,800.00
7.5.	Detectable Warnings	30	SF	50.00	1,500.00	23		1,150.00
8.1.	Traffic Control	1	LS	10,000.00	10,000.00	0.60		6,000.00
11.1.	Mobilization	1	LS	27,000.00	27,000.00	1.0		27,000.00
					TOTAL ORIGINAL CONTRACT = \$ 150,550.00		\$ 100,514.00	
CHANGE ORDER SUMMARY:								
CO1.1	Intake, SW-501, Cast In Place	1	EA	7,500.00	7,500.00	1		7,500.00
CO1.2	Intake Adjustment, Major	1	EA	4,500.00	4,500.00			-
					TOTAL CHANGE ORDERS = \$ 12,000.00		\$ 7,500.00	
					TOTAL CONTRACT & CHANGE ORDERS \$162,550.00		\$ 108,014.00	

MINUTES AUTHORIZING
ECONOMIC DEVELOPMENT
GRANT AGREEMENT

(Orton Development Company, L.L.C.)

Polk City, Iowa

511493-1

April 13, 2020

The City Council of the City of Polk City, Iowa, met on April 13, 2020, at 6:00 o'clock, p.m., for the purpose of conducting a public hearing on a proposed urban renewal plan amendment.

The City Council met electronically via Zoom, which was accessible at the following:

[Insert electronic access information]

The City Council is conducting this meeting electronically due to federal and state government recommendations in response to COVID-19 pandemic conditions. Electronic access information was included in the posted agenda of this public meeting.

The Mayor presided and the roll being called the following members of the Council were present and absent:

Present: _____

Absent: _____.

The matter of authorizing a Development Agreement between the City and Orton Development Company, L.L.C. was considered by the Council.

Whereupon, Council Member _____ introduced a proposed resolution entitled: "Resolution Authorizing Development Agreement with Orton Development Company, L.L.C.," and moved that the said resolution be adopted, seconded by Council Member _____ and after due consideration thereof by the Council, the Mayor put the question on the motion for adoption of the said resolution and, the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the said resolution duly adopted and signed approval thereto.

* * * *

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

RESOLUTION NO. 2020-35

Resolution Authorizing Development Agreement with Orton Development Company, L.L.C.

WHEREAS, Chapter 15A of the Code of Iowa (“Chapter 15A”) declares that economic development is a public purpose for which a city may provide grants, loans, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans or other financial assistance, a city council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that, in determining whether funds should be spent, a city council must consider any or all of a series of factors; and

WHEREAS, Orton Development Company, L.L.C. (the “Developer”) owns certain property in the City, and the Developer has proposed to undertake the development of a residential subdivision on such property and the construction of certain water system improvements (the “Water System Improvements Project”) in connection therewith including the installation of a twelve-inch water main and the construction of certain water main looping improvements; and

WHEREAS, the City Council is willing to provide an economic development grant (the “Grant”) to the Developer in order to assist in paying the costs of the Water System Improvements Project;

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

Section 1. Pursuant to the factors listed in Chapter 15A, the City Council hereby finds that:

- a) The Water System Improvements Project will add diversity and generate new opportunities for the Polk City and Iowa economies; and
- b) The Water System Improvements Project will generate public gains and benefits, particularly in the creation of new jobs and housing opportunities, which are warranted in comparison to the amount of the proposed Grant.

Section 2. The City Council further finds that a public purpose will reasonably be accomplished by making the Grant in connection with the Water System Improvements Project.

Section 3. The Grant in an amount not to exceed \$200,000 is hereby approved, subject to the terms and conditions set out in the Development Agreement (the “Development Agreement”) to be entered into by the Developer and the City. The City Manager is hereby authorized and directed to advance the proceeds of the Grant to the Developer out of the City’s

Municipal Waterworks Utility Revenue Fund in accordance with the terms and conditions of the Development Agreement. The City Manager, with advice from bond counsel to the City, is hereby authorized and directed to prepare any additional documentation and to make such changes to the Development Agreement as are deemed necessary to carry out the purposes of this Resolution. The Mayor and the City Clerk are hereby authorized execute such documents as may be necessary to implement the Grant approved herein, including the Development Agreement, in substantially the form as has been presented to this City Council.

Section 4. All resolutions or parts thereof in conflict herewith, are hereby repealed, to the extent of such conflict.

Passed and Approved this April 13, 2020.

Mayor

Attest:

City Clerk



April 9, 2020

Via Email

Chelsea Huisman
City Manager/City Hall
Polk City, Iowa

Re: Resolution Authorizing Development Agreement
Orton Development Company, L.L.C.
Our File No. 511493-1

Dear Chelsea:

We have prepared the attached proceedings providing for the adoption of a resolution approving the economic development grant to Orton Development Company, L.L.C.

Please send one fully executed copy of all of the completed pages in these proceedings to us.

Please call John Danos or me with any questions.

Kind regards,

Amy Bjork

Attachment

cc: Jenny Gibbons
Lindsey Huber



City of Polk City, Iowa City Council Agenda Communication

Date: April 13, 2020 City Council Meeting
To: Mayor Jason Morse & City Council
From: Chelsea Huisman, City Manager
Subject: Utility Bill assistance policy

BACKGROUND: I recently started working on a policy surrounding an assistance program for Polk City residents. We are currently in a time of need with the COVID-19 outbreak and I know we have residents in town that could use some assistance. We also have a substantial LMI fund built up that I believe we could provide some relief to people in our community that are in need. The Council has not discussed a proposed policy yet and I have put together something basic that could use some tweaking. Here are some basic guidelines in relation to the policy:

1. It must be used for residential property owners only
2. Residents must meet the Low-to-moderate income levels defined by Polk County, identified in the policy
3. Residents would also have to show proof of income with a 2018 or 2019 tax return (we would need to accept both because of the time period we are in and tax deadlines being extended)
4. Average water bills range from \$100-\$120 for a family. We have used the monthly do not exceed amount of \$125 per month
5. The policy states that a resident may only receive funding for 3 months in any given calendar year
6. Applications would be reviewed by both the City Clerk and City Manager
7. Program would be eliminated at discretion of City Manager (either after COVID-19 resolves, or if we feel there is abuse to the program)

ALTERNATIVES: Do not approve the policy

FINANCIAL CONSIDERATIONS: Financial Implications would vary, but we would estimate we may have 30 participants monthly for a monthly total of \$3,750. If the Council wishes to have this as a short-term policy lasting 6 months that could be an estimated \$22,500 for this program. We currently have approximately \$1.6 million in the City's LMI fund.

RECOMMENDATION: It is my recommendation that the Council consider adopting this policy. We have a large amount of LMI money, and this would be a good program to spend some of it.



**APPLICATION FORM
FOR
Utility Bill Assistance Program Related to COVID-19 Pandemic**
City of Polk City, Iowa
PO Box 426, 112 Third St., Polk City, IA 50226

Due to the COVID-19 pandemic, the City of Polk City acknowledges the need for a short-term assistance program for the City of Polk City utility billing. This program will be eliminated at the discretion of the City Manager.

The following are the eligible Income Guidelines established for Polk County in relation to the utility assistance program:

Number Residing In Household	1	2	3	4	5	6	7	8+
Maximum Annual FAMILY Income Levels	\$49,950	\$57,100	\$64,250	\$71,350	\$77,100	\$82,800	\$88,500	\$94,200

The following Assistance Restrictions apply:

- Must reside in the corporate city limits of Polk City
- Residential property only
- Maximum reimbursement amounts up to \$125 per month but is subject to utility bill amount
- Residents may apply up to three (3) times within a calendar year
- If monthly application is approved, late fees and shut off fees will be waived for the approved month

Applicant Information:

Name:	
Address:	
Phone#	
Date of Birth:	
Total Household size:	
Number of Adults: (over 18 years of age)	
Number of Children: (under 18 years of age)	

Income declaration:

Monthly Gross Family Income:	
Child support or other income received:	

Attach proof of income to this application and a copy of most recent Household/Family Federal Tax Returns must be provided. Also, to include child support received.

I certify that answers and information given herein are true and complete to the best of my knowledge. I authorize investigation of all statements contained in this application for this program as may be necessary in determining eligibility for assistance. This application for assistance shall be considered active for a period of time not to exceed 180 days. I understand that false or misleading information given in my application will disqualify me from receiving any assistance for the program.

Signature of Applicant: _____

Date: ____/ ____/ ____

✓ If Provided

	Proof of income, inclusive of paystubs, social security and/or pension payments
	Federal income tax returns
	Sign and dated application

Utility Billing Assistance Short-Term Program Outline:

City of Polk City Resident completes LMI Assistance Application

- Include Proof of income, inclusive of paystubs, social security and/or pension payments and/or federal income tax returns
- Sign and date application

City of Polk City Resident files application for Assistance with City Clerk

- City Clerk and City Manager reviews application

RESOLUTION NO. 2020-36

**A RESOLUTION ADOPTING A TEMPORARY UTILITY BILL
ASSISTANCE PROGRAM RELATED TO COVID-19 PANDEMIC**

WHEREAS, the City of Polk City has elected to assist residential development using TIF funds; and

WHEREAS, State Law requires a portion of those TIF funds that are received to be used to benefit low to moderate income (LMI) households; and

WHEREAS, the Code of Iowa requires TIF proceeds to be used in this manner and establishes that the portion described above must be equal to a percentage of those residents in Polk County that fall within the income levels set; and

WHEREAS, the City of Polk City recognizes the need for a policy to temporarily establish a utility assistance program related to COVID-19 pandemic as outlined in the attached application; and

WHEREAS, the goal of the policy is to provide LMI assistance for Polk City Homeowners struggling to pay their water bills during this time of need.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Polk City, Iowa to adopt a temporary utility bill assistance program related to COVID-19 pandemic and authorize the City Clerk and City Manager to review applications submitted; and

BE IT FURTHER RESOLVED the program will be eliminated at the discretion of the City Manager.

PASSED AND APPROVED, this the 13th day of April 2020.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk



City of Polk City, Iowa

City Council Agenda Communication

Date: April 13, 2020 City Council Meeting
To: Mayor Jason Morse & City Council
From: Chelsea Huisman, City Manager
Subject: Residential Recycling Ordinance

BACKGROUND: On Monday, the Council will have the first reading of the recycling ordinance. This Ordinance provides information on the City's participation in the Curb It! Recycling program, what items can be recycled, and outlines the fees that residents will see on their monthly utility bill. This Ordinance will go into effect July 1, 2020.

ALTERNATIVES: Do not approve the Ordinance.

FINANCIAL CONSIDERATIONS: The City needs to pass the costs of participation in the recycling program onto the residents. I believe this is the appropriate time to address this issue. The City is estimated to spend \$75,000-\$80,000 on the recycling program annually.

RECOMMENDATION: It is my recommendation that the Council approve the first reading of the Residential Recycling Ordinance. Since this is a new charge, I would recommend all 3 readings of this ordinance occur at separate meetings. That would allow us to have the recycling ordinance final reading at the May 11th City Council meeting, with enough time to communicate to the public.

CITY OF POLK CITY, IOWA

ORDINANCE NO. 2020-400

AN ORDINANCE AMENDING THE CITY CODE OF POLK CITY, IOWA, ADOPTING CHAPTER 107 CONCERNING RECYCLING.

***Purpose.** The purpose of this Ordinance is to establish the services and rates for the household collection of recyclable materials as part of Metro Waste Authority's Curb It! program.*

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

Section 1. There is hereby enacted the following new Chapter 107 of the City of Polk City Municipal Code:

107.01 Definitions.

1. Residences shall mean all residential properties, excluding apartment buildings.
2. Collection of Recyclables shall mean the pickup, handling, and sorting of recyclable material at the curbside of those Residences designated by the City.
3. Recyclable Materials shall mean old newspapers, old corrugated containers, magazines, catalogs, junk mail, kraft bags, bi-metal and ferrous cans, aluminum cans, clear glass containers, high density, polyethylene, and polyethylene terephthalate, whether alone or in combination and any other materials that may be added to this list by Metro Waste Authority as outlined in the Curb It! program.

107.02 Services to be Provided.

1. All Residences shall be provided curb-side collection services of Recyclable Materials bi-weekly.
2. On each regular collection day, the hauler shall collect from Residences all collectable, Recyclable Material that is in approved storage containers in the proper set out location as determined by the Metro Waste Authority as outlined in the Curb It! program. Any improper items shall be left by the hauler in the home storage container furnished to the resident.

107.03 Collection. The collection of recyclable materials for all Residences shall be as set out in the Curb It! Program by Metro Waste Authority.

107.04 Duty to Recycle. Each resident of the City shall, prior to the disposal of any solid waste generated by them, separate from said solid waste all Recyclable Materials and deposit said Recyclable Materials curb side at the appropriate time and place for collection under this ordinance.

107.05 Rules and Regulations. Metro Waste Authority shall provide the rules and regulations for the collection of all Recyclable Materials including acceptable approved containers, type of vehicles, manner of transporting and the designation of the processing facility where said materials are to be delivered as outlined in the Curb It! Program.

107.06 Rates. The Curb It! Recycling services shall be furnished at a monthly rate in the amount as invoiced by Metro Waste Authority to the City of Polk City per household.

107.07 Collection of Fees. Bills for the collection of Recyclable Materials shall be included on the resident's utility bill. The fee shall be due at the same time as water and sewer. Payment shall be made to the City Clerk and all bills shall become delinquent following the same schedule as water and sewer.

107.08 Discontinuing Service and Fees. Any resident who fails to remit the total amount of the charges set out in the water bill, including the fees for collection of Recyclable Materials shall be sent a notice. In the event payment is not received as outlined in said notice, the City shall have the right to discontinue services to the resident including the collection of recyclables and deliverance of water pursuant to the provisions set out in Chapter 92.

107.09 Responsibility for Payment of Bill. The owner of a property receiving collection service shall be responsible for the payment of all charges for such collection service.

Section 2. The new Curb It! Recycling rates shall be effective in the month of June 2020, payable in July 2020.

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

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

PASSED AND ADOPTED by the City Council of Polk City, Iowa on this _____ day of _____, 2020.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk



City of Polk City, Iowa City Council Agenda Communication

Date: April 13, 2020 City Council Meeting
To: Mayor Jason Morse & City Council
From: Chelsea Huisman, City Manager
Subject: Sanitary Sewer Rate Ordinance

BACKGROUND: On Monday, the Council will have the third and final reading of the sewer rate Ordinance with the new proposed rates which will go into effect for the July utility bills. Listed below are the changes:

CURRENT STRUCTURE		PROPOSED STRUCTURE COUNCIL SELECTED	
Availability Fee:	\$15.63	Availability Fee:	\$17.30
Per Kgal:	\$5.90	Per Kgal:	\$6.05
Rock Creek:	\$15.00	Rock Creek (per kgal):	\$5.30

For the purpose of simplifying the bills, and because I think it would be better to just have one set fee, and then usage in addition to the fee, I am recommending to the Council that we consolidate the Rock Creek Usage Fee and the Usage Fee. The availability fee will increase slightly with this scenario to \$17.30, and the new usage fee will be \$11.35 per 1,000 gallons-thus increasing higher end users more. Therefore, the NEW proposed ordinance in front of you for Monday evening shows the following rates.

CURRENT STRUCTURE		PROPOSED STRUCTURE COUNCIL SELECTED	
Availability Fee:	\$15.63	Availability Fee:	\$17.30
Per Kgal:	\$5.90	Per Kgal:	\$11.35
Rock Creek:	\$15.00		

ALTERNATIVES: Do not approve the sanitary sewer rate increases.

FINANCIAL CONSIDERATIONS: If the City does not increase the sewer rates, we will be operating negatively in the sewer fund next Fiscal Year. The City hired a consultant last year, PFM, to evaluate both the water and the sewer funds. After evaluation of both of those funds, PFM gave 5 options to the City Council for consideration on how to increase the sanitary sewer funds. The Council wanted to have the least impact on the lower end users, and the larger impact on higher end users, so they selected option 2.

RECOMMENDATION: It is my recommendation that the Council approve the third and final reading of the Sewer rate Ordinance. This Ordinance will be in effect July 1, 2020.

CITY OF POLK CITY, IOWA

Ordinance No. 2020-300

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

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

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

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

1. Service Availability Charge. A service availability charge of \$17.30 per month (minimum bill).
2. Usage Charge. A usage charge of \$11.35 per each 1,000 gallons of water used.

Section 2. The new Sanitary Sewer rates will start with meter reads in the month of June 2020, payable in July 2020.

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

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

PASSED AND ADOPTED by the City Council of Polk City, Iowa, on this _____ day of _____ 2020.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk

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



Date March 24, 2020

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

INVOICE SUMMARY - FEBRUARY SERVICES

Services from February 1, 2020 through February 29, 2020

GENERAL ENGINEERING

<u>2019 General Engineering</u>	119.0001	\$ 1,576.00
<i>Council Meetings, P&Z meeting, and coordination with staff re: agendas, resolutions, minutes.</i>		
<u>Building and Development issues:</u>	119.0001	\$ 4,152.00
<i>Meetings and coordination with developers, engineers, building inspector, and staff regarding various potential and ongoing projects including zoning and PUD issues, site development, subdivisions, floodplain regulations, and building permits.</i>		
<u>Water Dept:</u>	119.0001	\$ 197.00
<i>Research and provide easements and as-builts for Edgewater Dr. water main extension.</i>		
<u>Sanitary Sewer Dept:</u>	119.0001	\$ 492.50
<i>Easements and as-builts for Edgewater Dr. sanitary sewer extension; and service locations for 1319 Broadway; and sewer availability for developer.</i>		
<u>Miscellaneous Projects:</u>	119.0001	\$ 5,207.75
<i>Projects include N. 3rd Street Reconstruction project and exhibits for STBG application; Polk County HMA street overlay project; S. 3rd Street trail project and Development Agreement; and future trails to Sports Complex.</i>		

SUBTOTAL \$ 11,625.25

CAPITAL IMPROVEMENT PROJECTS

2019 Street Repair Project	119.0449	\$ -
3rd Street & Bridge Road Intersection Improvements	118.0330	\$ -
Subdivision Ordinance Update	119.0835	\$ 1,440.00
SUBTOTAL		<u><u>\$ 1,440.00</u></u>

REIMBURSABLE DEVELOPMENT REVIEW PROJECTS

Creekview Estates Plat 1: Construction Drawings; SWMP	119.0842	\$ 1,792.00
Crossroads Plat 2: Construction Observation; Punchlist Updates	117.1163	\$ 251.50
Kwik Star: Site Plan, Prelim Plat, Final Plat, Traffic Impact Study	119.0816	\$ 3,239.50
Lakewoods Plat 2: Preliminary Plat	119.1107	\$ 2,150.00
Snetselaar/Lillskau: Rezoning and Concept Plan	119.1106	\$ 394.00
SUBTOTAL		<u><u>\$ 7,827.00</u></u>

TOTAL \$ 20,892.25