

Notice of Meeting
Polk City | City Council

September 14, 2015 | 6:30 pm
City Hall | Council Chambers

Tentative Meeting Agenda

Jason Morse | Mayor

David Dvorak | Pro Tem

City Council Members: Robert Mordini | Robert Sarchet | Dan Lane | Ron Anderson

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

Action Items

1. Consider motion to approve the City Council Meeting Minutes for August 24, 2015
2. Consider motion to approve the September 14, 2015 Claims
3. Consider motion to receipt and file the September 8, 2015 Parks Commission Meeting Minutes
4. Consider motion to receipt and file the August 2015 Monthly Water Report
5. Consider motion to receipt and file the August 4, 2015 Arts Council Meeting Minutes
6. Consider motion to approve Resolution 2015-68 appointing Jenny Gibbons as alternate for MPO
7. Consider motion to receipt and file the Fire Department's State Inspection Report and new Certificate
8. Consider motion to receipt and file the August 2015 Fire Department report
9. Consider motion to approve removal of probationary period for Suzanne Lindaman, full-time Library Youth Services
10. Consider motion to approve removal of probationary period for Linda Hall, permanent part-time Library Staff Position
11. Consider motion to receipt and file the August 2015 Library Report

6. New Business

Action Items

1. Public Hearing on vacating a portion of the water main easement in Wolf Creek Plat 6
2. Consider motion to approve 28E Agreement by and between the City of Ankeny, Iowa, the City of Polk City, Iowa, and the Board of Water Works Trustees of the City of Des Moines, Iowa for a Joint Water Study

7. Mayor's Report

8. Council Report

1. Robert Sarchet
2. David Dvorak
3. Dan Lane
4. Ron Anderson
5. Robert Mordini

9. Council Discussion

10. City Administrator's Report

11. City Staff Reports

1. Attorney's Report
2. Engineer's Report
3. Public Works Department Report
4. Technology and Innovation Report
5. Finance Report
6. Fire Department Report
7. Police Department Report
8. Library Report
9. Citizen Liaison Report

12. Adjourn until September 28, 2015

MEETING MINUTES
The City of Polk City
City Council Meeting
6:30 p.m., Monday, August 24, 2015
City Hall

Polk City, City Council held a meeting at 6:30 p.m., on August 24, 2015. Before the meeting, staff emailed agenda packets to the City Council and posted the agenda at the City Hall office. **In addition to these published tentative minutes, there also may be additional meeting notes on file with the Polk City staff that are public records and available upon request as provided by law. These tentative minutes reflect all action taken at the meeting.**

Mayor and City Council Members Present:

Jason Morse | Mayor
Dave Dvorak | Pro Tem
Rob Mordini | City Council Member
Robert Sarchet | City Council Member
Dan Lane | City Council Member
Ron Anderson | City Council Member

Staff Members Present:

Gary Mahannah | City Administrator
Lindsey Huber | City Finance Officer
Jenny Gibbons | City Clerk
Jake Schreier | Technology Director
Randy Franzen | Public Works Supervisor
Dustin Bjornson | Police Sargent
Amy Beattie | City Attorney

1. **Call to Order** / Mayor Jason Morse called the meeting to order at 6:30 p.m.

2. **Roll Call** / Mordini, Sarchet, Pro Tem Dvorak, Lane, Anderson| In attendance

3. **Approval of Agenda**

MOTION: A motion was made by Anderson and seconded by Lane to approve the agenda.

Lane, Anderson, Mordini, Dvorak – Yes

Sarchet - Abstained

MOTION CARRIED

4. **Public Comments** / No Comments

5. **Consent Agenda Items**

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

1. Consider motion to approve the City Council Meeting Minutes for August 10, 2015

2. Consider motion to approve the August 24, 2015 Claims

3. Consider motion to receipt and file the July Finance Report

4. Consider motion to receipt and file the August 17, 2015 Planning and Zoning Commission Meeting Minutes

5. Consider motion to receipt and file the Library July 2015 Snapshot

6. Consider motion to approve Nate Ledwig to do metal detection work on the Square for Historical Preservation

7. Consider motion to approve “road block” on Saturday, September 5, 2015 9a-1p for Pony Express Riders of Iowa

8. Consider motion to approve Firefighter Tom Hogan to Grade 4, Step 2, \$12.39 per hour now that he has become certified as an EMT

9. Consider motion to approve Firefighter Nathan Mason to Grade 4, Step 2, \$12.39 per hour now that he has become certified as an EMT

10. Consider motion to approve Firefighter Matt Guerdet to Grade 4, Step 2, \$12.39 per hour now that he has become certified as an EMT

MOTION CARRIED UNANIMOUSLY

6. **New Business**

1. ***MOTION:*** A motion was made by Mordini and seconded by Dvorak to approve Resolution 2015-66 setting Public Hearing on September 14, 2015 for vacation of water main easement in Wolf Creek Plat 6

MOTION CARRIED UNANIMOUSLY

2. **MOTION:** A motion was made by Lane and seconded by Sarchet to approve Resolution 2015-65 approving agreement between North Polk Schools and Polk City Fire and Rescue
MOTION CARRIED UNANIMOUSLY
3. **MOTION:** A motion was made by Anderson seconded by Lane to approve Resolution 2015-59 amending the Employee Handbook
MOTION CARRIED UNANIMOUSLY
4. **MOTION:** A motion was made by Anderson seconded by Dvorak to approve Resolution 2015-65 recognizing City Week October 12-16 2015
MOTION CARRIED UNANIMOUSLY

7. **Mayor Report**

1. Finance Committee Meeting rescheduled for Monday, September 14, 2015 at 5:00 pm
2. Personnel Committee Meeting set for Monday September 14, 2015 at 6:00 pm
3. Huge congratulations to Ron Anderson and the Central Iowa team on a great representation of Polk City
4. Special meeting set for September 8, 2015 at 4:30p looking at all aspects of our Sports Complex

8. **Council Report**

1. Sarchet interested in increased emphasis the City Square, will be working with John Calhoun of PCDC and Mayor Morse to obtain some direction on the best plan to better utilize the space, help the City and local businesses
2. Lane requested a street sign be added to intersection of 2nd and Bluff
3. Anderson thanked Mayor for his kind words regarding the Central Iowa team and shared his appreciation for all of the support from Polk City

9. **Council Discussion**

Update on Marina Cove Pond from Public Works indicated that the extra rain this season washes nitrites into water causing the algae. Copper Sulfate treatments have been applied but is a slow process in attempt to keep the fish alive. A new product, Aqua neat, will be applied this week, it is supposed to work like round up for water but is safe for fish. When fountains are pulled out for the winter, the suction will be adjusted to pull water from the bottom of the pond instead of the surface to attempt more aeration. Also a different approach will be taken next year, mowing all the way to the shore line and treating water in a more preventative manner

10. **City Administrator Report**

Mahannah informed Council that Staff is still working with IDOT for turning lanes on Hwy 415, still 30 days out from any meaningful conversations, but will keep Council advised as things unfold

11. **City Reports**

1. City Technology & Innovation Director, Jake Schreier reported the server install has been completed
2. City Administrator, Gary Mahannah provided engineering update on Booth & Washington project, concrete has met strength and driveway connections will begin this week
3. Police Sargent, Dustin Bjornson indicated that they are close to scheduling public education on coyotes

12. **Adjournment**

MOTION: A motion was made by Anderson and seconded by Lane to adjourn at 6:49 p.m.

MOTION CARRIED UNANIMOUSLY

Next Meeting Date – Monday, September 14, 2015

Jason Morse, Mayor

Attest:

Jenny Gibbons, City Clerk

CLAIMS REPORT

The City of Polk City

For | 9/14/2015

DEPARTMENT	VENDOR	EXPENSE TYPE	AMOUNT
CH	AHLERS & COONEY	ATTORNEY	\$737.91
CH	ALLIANCE CONNECT	WEBHOSTING	\$29.99
CH	ALLIANCE TECHNOLOGIES	RACK INSTALL & MEMORY	\$301.25
PW	ARNOLD MOTOR SUPPLY	VEHICLE PARTS & SUPPLIES	\$774.45
PW	AUTOMATIC SYSTEMS CO	WELL #5 REPAIRS	\$580.95
FD	BASCOM TRUCK & AUTOMOTIVE	AIR COND. REPAIR	\$235.33
CH	BRICK LAW FIRM	LEGAL SERVICES	\$5,145.97
PW	CAPITAL CITY EQUIPMENT CO.	FILTERS	\$426.43
PW	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	\$435.15
PD	CARPENTER UNIFORM CO.	UNIFORM REPAIRS	\$31.00
ALL DEPT	CENTURY LINK	PHONE SERVICE	\$825.78
CH & FD	CRYSTAL CLEAR WATER CO	PURCHASED WATER	\$30.00
PD	CUSTOM AWARDS & EMBROIDERY INC	PLAQUES	\$118.40
PW	D & K PRODUCTS	DUCKWEED CONTROL	\$417.51
PW	DANIELS FILTER SERVICE INC.	FILTERS	\$548.28
CH	DATA TECHNOLOGIES	PR TRAINING	\$255.00
LIB	DEMCO INC.	LIBRARY SUPPLIES	\$440.52
PW	DES MOINES WATER WORKS	PURCHASED WATER	\$30,537.35
PW	FERGUSON WATERWORKS	EQUIPMENT REPAIRS	\$1,062.53
LIB	GALE/CENGAGE LEARNING	LIBRARY BOOKS	\$98.11
PD	GRAHAM TIRE ANKENY INC	VEHICLE REPAIRS	\$1,005.24
FD	GRAPHIC EDGE	T-SHIRTS	\$1,338.00
PW	GURNSEY ELECTRIC CO	LED LIGHTS	\$1,500.00
PW	H.D. WATERWORKS SUPPLY	REPAIR PARTS	\$5,963.70
PW	HILL BROS ASPHALT CORP	ASPHALT	\$11,700.00
PW	HOME DEPOT CREDIT SERVICES	REPLACEMENT IMPACT	\$200.39
PW	HOTSY CLEANING SYSTEMS INC.	REPAIR POWER WASHER	\$130.00
PW	HYDRO-KLEAN INC.	SEWER CLEAN	\$9,133.70
ALL DEPT	I.M.W.C.A.	WORKERS COMP INSURANCE	\$4,428.00
PW	IOWA ASSN. OF MUN. UTILITIES	CIASSO SEPT-NOV BILLING	\$714.75
PW	IOWA DEPT OF AG.	CERTIFICATION-PESTICIDE	\$75.00
PW	IOWA PLAINS SIGNING INC	TOWN SQUARE EVENT	\$130.00
PW	IOWA SIGNAL INC	SCHOOL SIGNALS	\$75.00
PW	JIM'S JOHNS	PORTABLE TOILET RENTAL	\$200.00
PW	KECK ENERGY	DIESEL	\$723.33
FD	KEVIN VOLS	REIMBURSEMENT FOR EMT CLASS	\$287.37
PW	KEYSTONE LABORATORIES INC.	WATER TESTING	\$278.00
PW	KLEEN SWEEP SERVICES INC	CLEANING SERVICE	\$1,005.00
CH	LIFTOFF, LLC	EXCHANGE	\$1,005.12
CH	M & M SALES COMPANY	COPIER RENTAL	\$91.05
CH	MEDIACOM	INTERNET SERVICE	\$154.90
FD	MERCY NORTH PHARMACY	RX SUPPLIES	\$378.14
PW	METRO WASTE AUTHORITY	CURB IT RECYCLING	\$3,734.78
PD	MODERN MARKETING	HALLOWEEN BAGS	\$318.66
PW	OUTDOOR RECREATION PRODUCTS	PICNIC TABLES	\$2,918.00
FD	P & M APPAREL	SHIRTS	\$574.50
PD	PAM HOLT	SPEAKING HONORARIUM	\$1,500.00
PW	QUICK SUPPLY CO	STRAW MATTING	\$49.00
FD	RACOM	EDACS	\$658.00

CH	REGISTER MEDIA	ADVERTISING	\$425.09
CH	RHT TECHNOLOGIES, LLC	RELOCATION OF NETWORK	\$4,183.00
LIB	RICHARD TAYLOR	TECH SUPPORT	\$400.00
LIB	ROURKE EDUCATIONAL MEDIA	CHILDRENS BOOKS	\$131.70
CH	SAFE BUILDING COMP. & TECH	BUILDING INSPECTIONS	\$12,028.28
CH	SANDRY FIRE SUPPLY L.L.C.	PASS REPAIR	\$344.97
CH	SECRETARY OF STATE	L.HUBER NOTARY	\$30.00
PW	SELVAGE PLUMBING	WATER LEAK	\$1,663.00
PD	SIGNS NOW	POSTERS	\$1,300.00
CH	SNYDER AND ASSOCIATES	ENGINEERING FEES	\$36,040.73
PD	SPRINT	PHONE/DATA SERVICES	\$210.79
PW	STOREY KENWORTHY	WATER AND DISCONNECT BILLS	\$1,791.57
PW	STORY CITY BUILDING PRODUCTS	SUPPLIES	\$2,092.00
LIB	SUZANNE LINDAMAN	REIMBURSEMENT FOR STORAGE CONT	\$50.88
PW	TIPPMANN INDUSTRIAL PRO	EFI UPGRADE	\$844.00
PW	TOTAL QUALITY INC.	LAWNCARE	\$11,627.14
PD	TOURNAMENT CLUB OF IOWA	CITSTF LUNCHEON	\$1,081.02
LIB	U.S. POSTAL SERVICE	PO BOX RENEWAL-259	\$82.00
PW	VAN-WALL EQUIPMENT	MOWER BLADES	\$1,009.91
PW	WASTE MANAGEMENT OF IOWA	WASTE HAULING	\$547.36
FD	WRIGHT EXPRESS FLEET SERVICES	FUEL	\$778.77
TOTAL			\$169,963.75

MEETING MINUTES
The City of Polk City
Parks Commission
6:00 p.m., Tuesday, September 8, 2015
City Hall

Polk City, Parks Commission held a meeting at 6:00 p.m., on September 8, 2015. Before the meeting, staff emailed agenda to the Parks Commission and posted the agenda at the City Hall office. **In addition to these published tentative minutes, there also may be additional meeting notes on file with the Polk City staff that are public records and available upon request as provided by law. These tentative minutes reflect all action taken at the meeting.**

Parks Commission Members Present:

Sam Hill | Chair
Audrey Bell | Pro Tem
Bob Fourez | Parks Commission Member
Andy Johnson | Parks Commission Member
David Hiatt | Parks Commission Member
Kelley Haaland | Parks Commission Member
Josh Reed | Parks Commission Member

Staff Members Present:

Jenny Gibbons | City Clerk

1. **Call to Order** / Chair Sam Hill called the meeting to order at 6:00 p.m.
2. **Roll Call** / Chair Hill, Bell, Fourez, Johnson, Hiatt, Haaland, Reed | In attendance
3. **Approval of Minutes**
MOTION: A motion was made by Bell and seconded by Fourez to approve the July 6, 2015 minutes
MOTION CARRIED UNANIMOUSLY
4. **Audience Items** | *No discussion*
5. **New Business**
 - Chair Hill welcomed newest member Kelley Haaland to the Parks Commission
 - Johnson discussed picnic tables added to Miller Park and Leonard that were donated by Kiwanis, and mentioned that Kiwanis is always looking for other projects within the City Parks to help with
6. **Tree Board Liaison Report** / Ken Morse informed Commission that the Sports Complex trees have all been treated successfully. Also updated Commission on more progress with Nature Park by the school. Advised Public Works that it's almost that time of year to protect the trees planted up at Miller Park
7. **Council Liaison Report** | Dave Dvorak briefly discussed the recent Bond Vote and the City's re-focused efforts on making what we have the best they can possibly be at this time.

8. **Staff Report** / Jenny Gibbons advised Commission of her new role as City Clerk, and that the City is looking to fill the newly opened Deputy City Clerk position
9. **Public Works Report** | Jenny Gibbons summarized the events that transpired at the Soccer Complex recently and the results of action that were taken by the company involved. Gibbons also provided an update on Marina Cove Pond
10. **Commission Report** | *No discussion*
11. **Next Meeting Date** – October 5, 2015
12. **Adjournment** – 6:27 p.m.

Jenny Gibbons – City Clerk

Polk City Water Department

Monthly Report

Month Aug

Year 2015

Total Water Pumped 14728770 Gallons
Monthly Daily Avg 475121 Gallons

Testing Results

- SDWA Bacteriological Coliform Analysis about University Hygienic Lab.
Fecal Coliform Analysis- Sample incubated 35c for 48 hrs then examine for gas production.
Gas production verifies presence of fecal coliform organisms.
- Fluoride Analysis 1.1 University Hygienic Lab.
A fluoride concentration of approx. 1mg/l in drinking water effectively reduces dental caries without harmful effects on health. MCL for fluoride is 4.0 mg/l.
Fluoride at Plant- Monthly Average 1.04 mg/l Polk City Lab.
Fluoride in System- Monthly Average .84 mg/l Polk City Lab.
- Chlorine Free At Plant- Monthly Average 1.21 mg/l Polk City Lab.
Chlorine Total at plant- Monthly Average 3.09 mg/l Polk City Lab.
Chlorine Free in System- Monthly Average .69 mg/l Polk City Lab.
Chlorine Total in System- Monthly Average .91 mg/l Polk City Lab.
Chlorine requirement is the quantity of chlorine that must be added to H2O to achieve complete disinfection of pathogens and protozoa. Chlorine residuals will vary widely depending on organic loading. We also use chlorine to oxidize iron prior to filtration.
- Iron Raw Water- Monthly Average 5.91 mg/l Polk City Lab.
Iron Finish Water- Monthly Average .01 mg/l Polk City Lab.
Iron System Water- Monthly Average .01 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 .23 mg/l Polk City Lab.
Manganese Finish Water- Monthly Average .10 mg/l Polk City Lab.
Manganese System Water- Monthly Average .02 mg/l Polk City Lab.
Manganese also occurs in rocks and the earth's crust. It is the 7th most abundant element. Manganese is extremely difficult to remove. Concentrations of Manganese in finish H2O should not exceed 0.05mg/l or black staining of plumbing fixtures may occur. No effect on human health.
- pH Raw Water Monthly Average 7.9 mg/l Polk City Lab.
pH Finish Water-Monthly Average 8.0 mg/l Polk City Lab.
pH System Water- Monthly Average 8.1 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 _____

Polk City Arts Council Meeting
Tuesday, August 4, 2015
6:30 pm
Polk City Community Library

Board Members Present:

Chair: Bob Miller
Vice-Chair: Collette Heuertz
Secretary-Treasurer: Barbara Pothast
Kay Gettler
Suzanne Wille

Also present:

Denise Franck

The meeting was called to order by Bob Miller at 6:30 pm. Minutes from the July meeting were read and approved.

Bob announced that Suzanne Wille's appointment to the Arts Council was approved by the City Council at the July meeting.

Ballyhoo Concert

The Ballyhoo concert was discussed. There were many favorable comments from the community and 125-150 attended. The band was very entertaining and the weather was perfect for an outdoor event.

Four Seasons Festival Art Show

Kay reported on the 4 Seasons Festival Art Show. She said there were no photos of the show in the local news flyer, so she contacted the publisher and learned that organizations had to submit their own photos to the newspaper to have coverage. She read a note from Barb Vaske, Director of the Ankeny Art Center. Barb complimented the Arts Council on the show and gave several suggestions for improvement. One was to stress "buying local" to the public to encourage more sales for the vendors. Barb also suggested that invitations be sent to selected artists; then if some of these could not attend, additional invitations should be sent out, rather than sending out all invitations at one time.

The weather for the Festival, with high heat and humidity, was a factor this year with a smaller crowd, especially on Saturday afternoon. The addition of several fans in the tents would improve air circulation for vendors and visitors.

Kay submitted a report for expenses, which was \$625.15.

Next year, Suzanne Wille will take responsibility for coordination of the Art Show.

Storytelling Event

Denise Franck discussed ideas for a storytelling event. She said that a "ghost stories" theme is usually popular, and might be a good way to try out this type of event in Polk City. Maureen Korte would be contracted as the featured story-teller. The setting would be the Miller Auditorium, with the date yet to be determined. Denise said that often, after the storytelling, refreshments are served. Bob will look into catering possibilities and costs involved.

Bob, Barb, and Denise will coordinate the event and will meet on Monday, August 14 at 5:30 pm to begin planning.

Art Show at Polk City Library

Next on the agenda was a discussion on hosting a small art show to be coordinated with the Polk City Library. Suzanne, Barb, and Kay will work with Pam Witt, Program Director for the Library. The date for the show will be sometime in October or November, depending on the Library's schedule.

Barb will contact Pam and report back to the Arts Council at the next meeting.

A Vision for the Future

Bob shared a handout from the Denver Arts Council which laid out their vision for the future in a very attractive manner. He expressed his hope that the Polk City Arts Council might be able to plan for a similar vision which could be published and distributed to the public.

Other Business

After some discussion, it was determined that the original Arts Council banner is being stored at City Hall.

August Meeting

A second August meeting is set for Monday, August 24 at 6:30 pm.

A motion was made to adjourn. Seconded. Approved. Meeting was adjourned.

Respectfully submitted,

Barbara Pothast
Secretary-Treasurer
Polk City Arts Council

RESOLUTION NO. 2015-68

RESOLUTION APPOINTING AN ALTERNATE TO THE MPO

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

WHEREAS the agreement sets forth the process for the appointment of an alternate to serve on the MPO Technical Advisory Committee (TAC); and,

WHEREAS Polk City is a party to the discussions and nomination process.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF POLK CITY that the City Council of Polk City, Iowa appoints Jenny Gibbons, City Clerk of Polk City, Iowa, as an alternative representative for the Des Moines Area Metropolitan Planning Organization Technical Advisory Committee.

PASSED AND APPROVED this 14th day of September, 2015

Jason Morse, Mayor

Attest:

Jenny Gibbons, City Clerk



Polk City Fire Department



309 West Van Dorn Street • P.O. Box 34
Polk City, Iowa 50226
Phone 515-984-6304 Fax 515-984-6792
www.polkcityfd.com

To: City Council
Cc: Gary Mahannah, Mayor Morse
Re: Fire Department

- 1. State Inspection and Authorization** – The Iowa Department of Public Health recently conducted an on-site inspection and audit of the Fire Department’s ambulance service. The audit reviews everything from policies and procedures to protocols, equipment, training records, staff certifications, and others. I am happy to report we passed the audit with zero deficiencies. Our ambulance service authorization has been renewed until August of 2018. I attached the audit and our new certificate.
- 2. August Activity Report** - The August monthly report is attached.

Thanks,

A handwritten signature in black ink that reads "Dan Gubbins".

Dan Gubbins
Fire Chief



SERVICES

FOR REVIEW

DIRECTORS

ONSITES DUE

REPORTS

ADMIN

Edit Onsite Review (Last updated 8/28/2015) [Back to Onsite Reviews](#)

[Print Version](#)

Service Name Polk City Fire Department
Physical Address 309 W Van Dorn
Polk City, IA 50226
Polk County
Contact Name Dan Gubbins
Daytime Phone 515-975-7998

Review Date *  (mm/dd/yyyy)

Completion Date  (mm/dd/yyyy)

Responsible Person *

Drug Box * Opened

Old Drug Box Tag

New Drug Box Tag

OnsiteReview Questions

132.7(1)a.	Compliant	Current, complete application on file (System Registry)
132.7(1)d.	Compliant	Read 641—132(147A)
132.8(1)b.	Compliant	Ambulance(s) and personnel to maintain 24/7
132.8(1)c.	Compliant	Appropriate staffing
132.8(1)c.(2).	Compliant	Emergency driving policy
132.8(1)c.(2).	Compliant	Driver training: CPR/emergency driving & comm.
132.8(1)d.	Compliant	Written contingency plan
132.8(1)f.	Compliant	Written transportation agreement
132.8(1)h.	Not Applicable	Critical care transport: P/PS levels only
132.8(3)a.	Compliant	Patient care report for every patient
132.8(3)b.	Compliant	Protocols: current year, signed, changes filed
132.8(3)c.	Compliant	Personnel function within SOP and level of service auth.
132.8(3)d(1).	Compliant	Personnel rosters and files current
132.8(3)d(2).	Compliant	MD required CEH on file
132.8(3)d(3).	Not Applicable	RN/PA exceptions and MD required CEH on file
132.8(3)f.	Compliant	Physician medical director
132.8(3)g.	Compliant	Appropriate staff responds - reasonable amount of time
132.8(3)h.	Compliant	Written notification (7 days)—change of dir/owner

132.8(3)j.	Compliant	Written notification (7 days)—change of med direction
132.8(3)m(1).	Compliant	CQI policy includes medical audits
132.8(3)m(2).	Compliant	CQI policy includes skills competency
132.8(3)m(3).	Compliant	CQI policy includes follow-up (loop-closure/resolution)
132.8(3)o.	Compliant	Document an equipment maintenance program
132.8(4)b.	Compliant	Equip and supplies per physician approved protocol
132.8(4)c.	Compliant	Rx and OTC drug training per protocols
132.8(4)d,e.	Compliant	Pharmacy agreement and p and p per agreement
132.8(5).	Compliant	Document a preventative vehicle maintenance program
132.8(5)a,(2,3).	Compliant	Garage climate controlled, maintained, clean and safe
132.8(5)b.	Compliant	Interior & exterior of vehicle and equip clean/disinfected
132.8(5)c.	Compliant	Equipment properly secured
132.8(5)d.	Compliant	Airway, electrical, mechanical equip clean/operational
132.8(5)i.	Compliant	Proper disposal for soiled supplies
132.8(6)a.	Compliant	Report (48 hrs): Fire, damage or theft of amb, equip, Rx
132.8(6)b.	Compliant	Submit (7 days): MVC rpt. - crash with PD, PI, or F
132.8(6)c.	Compliant	Report (10 days): Provider termination
132.9(2)c.	Compliant	CQI policy: measurable outcomes
132.9(2)g.	Compliant	CQI policy: type/frequency of review, action plan and f/u
132.9(3).	Compliant	Assistant(s) appointed in writing in CQI policy
132.9(4).	Compliant	Randomly review written audits (medical director)
132.9(4).	Compliant	Quarterly written audits: medical director or designee
132.9(4)a,b,c,d.	Compliant	Written audits review pt. care, times, system resp, doc.
136.2(3)a.	Compliant	Data collection method
136.2(3)b.	Compliant	Data submitted (90 days) following the end of a quarter

Comments

Iowa Department of Public Health

Bureau of Emergency and Trauma Services

Service Program Authorization

SERVICE: Polk City Fire Department

TYPE: Ambulance

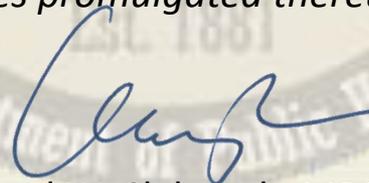
CITY/STATE: Polk City, Iowa

LEVEL: Paramedic

SERVICE NUMBER: 2771000

EXPIRATION DATE: August 27, 2018

The Iowa Department of Public Health hereby authorizes this service to provide emergency medical care pursuant to the provisions of Iowa Code, Chapter 147A, and the rules promulgated thereunder.



Gerd W. Clabaugh, MPA

Director, Iowa Department of Public Health

Polk City Fire Department - 2015 Call Response Statistics

Year To Date - As of 9/9/2015

Call Numbers by Call Type		
Fire Alarm	17	3.7%
Fire Assignment	54	11.7%
Investigation Assignment	6	1.3%
Medical Assignment	245	53.3%
Rescue Assignment	28	6.1%
COQ - Fire	1	0.2%
COQ - EMS	101	22.0%
Special Assignment	5	1.1%
Water/Ice Rescue	3	0.7%
Totals	460	

Call Numbers By Day		
Monday	65	14.1%
Tuesday	70	15.2%
Wednesday	64	13.9%
Thursday	60	13.0%
Friday	68	14.8%
Saturday	79	17.2%
Sunday	54	11.7%
Totals	460	

Call Numbers By ALS		
M1 - Dan G.	35	9.3%
M2 - JD. Stover	9	2.4%
M3 - Adam V.	31	8.2%
M4 - Jason B.	24	6.4%
M5 - Garrett F.	8	2.1%
M6 - Derek M.	12	3.2%
M7 -	11	2.9%
M8 - Jason C.	15	4.0%
M9 - Craig V.	26	6.9%
M10 - Mike B.	36	9.5%
M11 - Mark D.	4	1.1%
M12 -	0	0.0%
Ankeny	1	0.3%
Other	0	0.0%
Totals	212	56.2%

Call Numbers By Time Frame		
05:00-07:00	22	4.8%
07:00-09:00	37	8.1%
09:00-11:00	38	8.3%
11:00-13:00	51	11.1%
13:00-15:00	57	12.4%
15:00-17:00	63	13.8%
17:00-19:00	49	10.7%
19:00-21:00	55	12.0%
21:00-23:00	33	7.2%
23:00-01:00	19	4.1%
01:00-03:00	18	3.9%
03:00-05:00	16	3.5%
Totals	458	

New Recruits		
Active New Recruits	1	2.7%

Call Numbers By Shift		
Mon-Fri Day (0600-1800)	206	44.8%
Mon-Fri Evening (1800-2200)	69	15.0%
Mon-Fri Night (2200-0600)	51	11.1%
Sat/Sun Day (0600-1800)	79	17.2%
Sat/Sun Evening (1800-2200)	36	7.8%
Sat/Sun Night (2200-0600)	19	4.1%

Active Members		
Active Members	42	

Call Numbers By Mutual Aid		
Ankeny Fire Department	129	
Granger Fire Department	9	
Grimes Fire Department	0	
Johnston Fire Department	2	
Madrid Fire Department	3	
Story County	1	
Other	1	
Totals	145	31.5%

Call Numbers By Automatic Aid		
Granger Fire Dept	37	
Ankeny Fire Dept	25	
Totals	62	13.5%

Call Numbers By Month		
January	45	9.8%
February	56	12.2%
March	57	12.4%
April	47	10.2%
May	40	8.7%
June	52	11.3%
July	63	13.7%
August	83	18.0%
September	17	3.7%
October	0	0.0%
November	0	0.0%
December	0	0.0%
Totals	460	

Call Numbers By Division		
Fire Division	83	18.0%
EMS Division	377	82.0%
Totals	460	

Transports By Hospital		
Blank Children's Hospital	9	4.7%
Boone County Hospital	1	0.5%
Broadlawns	1	0.5%
Dallas County Hospital	0	0.0%
Lutheran	13	6.8%
Mary Greeley	4	2.1%
Mercy Medical Center	85	44.5%
Mercy West Lakes	18	9.4%
Methodist	41	21.5%
Methodist West	17	8.9%
VA	2	1.0%
Totals	191	

Call Numbers by Response Area		
IN Polk City Response Area	279	60.7%
OUT of Polk City Response	181	39.3%
Totals	460	

Call Numbers by Apparatus		
Chief 4500	44	9.6%
Deputy Chief 4501	23	5.0%
Duty Officer 4506	84	18.3%
Attack 4520	83	18.0%
Engine 4530	33	7.2%
Tanker 4550	0	0.0%
Engine 4570	50	10.9%
Special Operations 4575	6	1.3%
Ambulance M2	129	28.0%
Ambulance M3	244	53.0%
Boat 4599	1	0.2%

Call Totals By Call Reason		
Abdominal Pain	14	3.0%
Allergic Reaction	4	0.9%
Altered LOC	3	0.7%
Animal Bite	0	0.0%
Apnea (Not Breathing)	0	0.0%
Arm Injury	3	0.7%
Assault	2	0.4%
Assistance	1	0.2%
Back Pain	2	0.4%
Bicycle Accident	2	0.4%
Burns	1	0.2%
Change of Quarters/Standby	101	22.0%
Chest Pain/Cardiac	20	4.3%
Choking	3	0.7%
Code 4 (possible death)	1	0.2%
Commercial Fire	21	4.6%
CPR in Progress	4	0.9%
Crash unknown Injuries	13	2.8%
Crash with Injuries	11	2.4%
Diabetic Problem	4	0.9%
Difficulty Breathing	30	6.5%
Dislocated Shoulder	0	0.0%
Fall	25	5.4%
Fire - Other	4	0.9%
Grass/Brush Fire	4	0.9%
Haz-mat Clean-up	0	0.0%
Head Injury	3	0.7%
Heat Problems	2	0.4%
Ice Rescue	1	0.2%
Illegal Burn	0	0.0%
Insect Bite	0	0.0%
Labor/Delivery	0	0.0%
Leg Injury	4	0.9%
Motorcycle Accident	0	0.0%
Natural Gas Odor	2	0.4%
Odor Investigation	1	0.2%
Medical - Other	4	0.9%
Overdose	6	1.3%
Psychiatric Problem	4	0.9%
Public Assist	10	2.2%
Residential Fire	38	8.3%

Call Totals By Call Reason		
Seizure	7	1.5%
Sick & Care	65	14.1%
Smoke Investigation	0	0.0%
Stroke/CVA	10	2.2%
Sucide Attempt	3	0.7%
Syncope/Passed Out	0	0.0%
Transport (Medical)	2	0.4%
Trauma	2	0.4%
Under the Influence	0	0.0%
Unknown Medical Problem	0	0.0%
Unresponsive	10	2.2%
Vehicle Fire	3	0.7%
Water Rescue	6	1.3%

0

Certifications By Staff		
EMR	1	2.4%
EMT	11	26.2%
Advanced EMT	33	78.6%
Paramedic	32	76.2%
Firefighter I	35	83.3%
Firefighter II	14	33.3%
Haz-mat Operations	11	26.2%
Engineer	4	9.5%
Fire Officer I	14	33.3%
Fire Officer II	1	2.4%
Fire/EMS Instructor	6	14.3%
Fire Instructor II	0	0.0%
BLS Instructor (CPR)	10	23.8%
Health Safety Officer	6	14.3%
Ice Rescue Specialist	0	0.0%

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Staffing Summary		
Resident - Paid on Call	18	42.9%
Resident - POC/Part Time	8	19.0%
Non-Resident - POC	2	4.8%
Non-Resident - POC/Part Time	12	28.6%
Total Fire Department Staff	40	

August 2015 Summary

Total Calls for Month	83
Total Calls for Month Last Year	46
% Increase/Decrease For Month	80.43%

Total Calls Occuring 6:00 AM - 6:00 PM Monday-Friday	35
% Of Calls Occuring 6:00 AM - 6:00 PM Monday-Friday	42.17%

Monthly Volunteer On Call Hours	1425
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Total Calls Year To Date	464
Total Calls Last Year To Date	482
% Increase Year to Date	-3.73%

Record # of call in 24 hours: 11 -May 31st 2014

Record for # of calls in one week: 31 - July 16th - July 22nd 2012

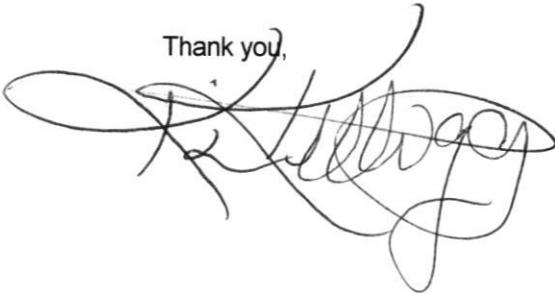
Record for # of calls in one month: 94 - December 2013 (89 - July 2012)

Memo

To: Mayor Jason Morse and Council
From: Kim Kellogg, Director
CC: Library Board & Gary Mahanna
Date: 9/10/2015
Re: Permanent Hiring

With the Board's consent and after an extended probation period, I have offered the full time Youth Services position to Suzanne Lindaman and part time staff position to Linda Hall. These became effective August 1st, 2015. Suzanne's anniversary date will be November 13th, 2015 and Linda's October 13, 2015. It is understood by both employees that a review will be done within 3 months of their anniversary date.

Thank you,

A handwritten signature in black ink, appearing to read "Kim Kellogg", written in a cursive style. The signature is positioned below the text "Thank you,".

NOTICE OF PUBLIC HEARING

TO ALL CITIZENS AND OTHER PARTIES IN INTEREST WHO MAY HAVE A RIGHT TO BE HEARD ON A RESOLUTION VACATING WATER MAIN EASEMENT IN PROPERTY CURRENTLY KNOWN AS WOLF CREEK TOWNHOMES PLAT 6

You are hereby notified that on September 14, 2015, as soon after 6:30 p.m. as possible, in the City Council Chambers of the City of Polk City, Iowa, the City Council of Polk City, Iowa will hold a public hearing on vacation of a portion of a water main easement on the following property due to conflicts because of the re-platting of Plat 6 to Plat 11 in the Wolf Creek Townhomes development;

VACATION EASEMENT DESCRIPTION: WATER MAIN

A PART OF OUTLOT 'X', WOLF CREEK TOWNHOMES PLAT 6, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 12, WOLF CREEK TOWNHOMES PLAT 6, AN OFFICIAL PLAT; THENCE SOUTH 19°42'23" EAST, 18.24 FEET TO THE SOUTH LINE OF SAID OUTLOT 'X' AND THE POINT OF BEGINNING; THENCE NORTH 00°03'11" EAST, 128.83 FEET; THENCE SOUTH 89°56'49" EAST, 20.00 FEET; THENCE SOUTH 00°03'11" WEST, 128.83 FEET TO SAID SOUTH LINE; THENCE NORTH 89°56'49" WEST ALONG SAID SOUTH LINE, 20.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.06 ACRES (2,577 SQUARE FEET).

You are further notified that at the aforesaid time and place all persons who desire to object to, support or otherwise comment on such resolution, will have an opportunity to be heard, and that, after said hearing, said City Council of the City of Polk City, Iowa will take action on such resolution without further notice or hearing.

By order of the City Council, the Clerk is hereby directed to publish said notice as required by law.

Jenny Gibbons
City Clerk

Published in the Des Moines Register on the 4th day of September, 2015

EXHIBIT 'A' - EASEMENT PLAT

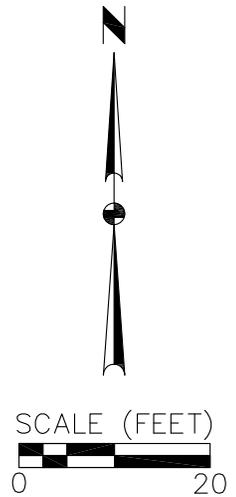
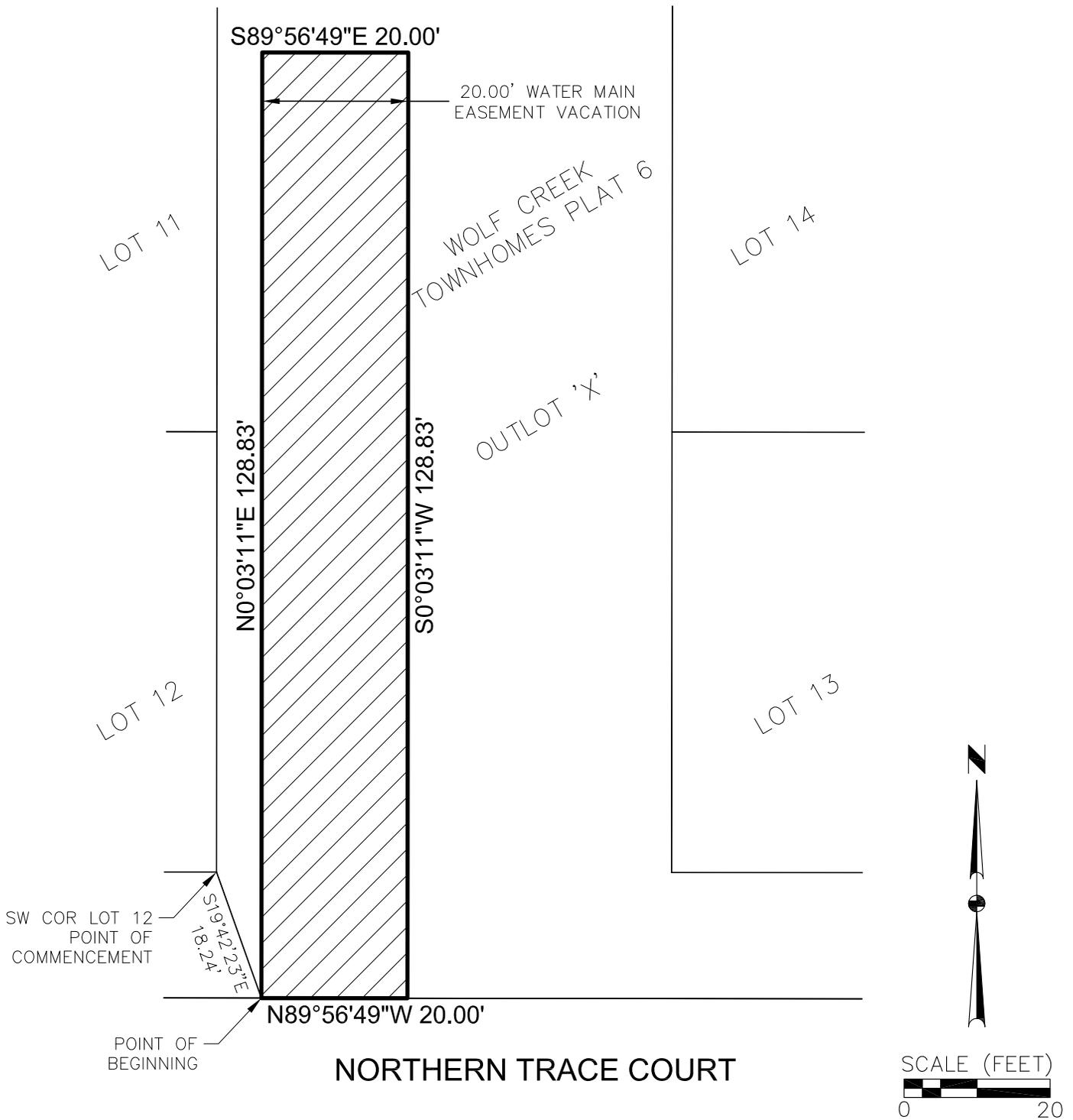
OWNER

WOLF CREEK TOWNHOMES LC
 6600 WESTTOWN PKWY
 WEST DES MOINES, IA 50266-7724

WATER MAIN EASEMENT VACATION

A PART OF OUTLOT 'X', WOLF CREEK TOWNHOMES PLAT 6, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 12, WOLF CREEK TOWNHOMES PLAT 6, AN OFFICIAL PLAT;
 THENCE SOUTH 19°42'23" EAST, 18.24 FEET TO THE SOUTH LINE OF SAID OUTLOT 'X' AND THE POINT OF
 BEGINNING; THENCE NORTH 00°03'11" EAST, 128.83 FEET; THENCE SOUTH 89°56'49" EAST, 20.00 FEET; THENCE
 SOUTH 00°03'11" WEST, 128.83 FEET TO SAID SOUTH LINE; THENCE NORTH 89°56'49" WEST ALONG SAID SOUTH
 LINE, 20.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.06 ACRES (2,577 SQUARE FEET).



FILE: H:\2015\1505264\DWG\1505264-VACATION EASEMENT.DWG
 FILE DATE: 8/19/15 DATE PLOTTED: 8/19/2015 4:10 PM
 PLOTTED BY: JON ERDAHL

CHAPTER 28E AGREEMENT
BY AND BETWEEN
THE CITY OF ANKENY, IOWA, THE CITY OF POLK CITY, IOWA, AND THE
BOARD OF WATER WORKS TRUSTEES OF THE
CITY OF DES MOINES, IOWA

THIS AGREEMENT is entered into on this _____ day of _____, 2015, by and between the City of Ankeny, Iowa (“Ankeny”), the City of Polk City (“Polk City”), and the Board of Water Works Trustees of the City of Des Moines, Iowa (“DMWW”).

WITNESSETH:

WHEREAS, the parties have a need to complete an engineering study to develop a water system master plan for the portions of their respective service areas as shown in Exhibit A attached hereto, which areas are acknowledged to be interconnected and to have engineering characteristics which mutually affect each other;

WHEREAS, the parties acknowledge that a cooperative effort to undertake such joint study would produce regional benefit by holistically evaluating the water systems within such service areas and allow them to identify potential joint facilities that could cost-effectively serve their respective needs and customers as contemplated by Section 28E.18, Code of Iowa (2015);

WHEREAS, the parties have previously entered into a Memorandum of Understanding (“MOU”) with respect to defining the scope of services for a joint engineering study (“Joint Study”) and the process of selection of a national engineering firm demonstrating significant experience in planning and designing water systems and performing hydraulic modeling to conduct the Joint Study;

WHEREAS, the parties have selected HDR Engineering, Inc. (“HDR”) to conduct the Joint Study;

WHEREAS, the parties desire that DMWW enter into a professional service contract with HDR for their mutual benefit and to share in the cost of the Joint Study on terms consistent with the MOU;

WHEREAS, the parties desire to establish the terms and conditions of the Joint Study effort and enter into an Agreement pursuant to Chapter 28E, Code of Iowa, with respect to the above described matters.

NOW THEREFORE, Ankeny, Polk City, and DMWW hereby agree as follows:

**Article I - Joint Exercise of Powers Under
Chapter 28E of the Code of Iowa**

1. Purposes. Pursuant to Chapter 28E, Code of Iowa (2015), the parties agree that the purpose of this Agreement is to provide for the awarding of a contract to complete the Joint Study for a water system master plan for the service area as shown in Exhibit A for the mutual benefit of the parties.

2. Scope. The Agreement shall establish the roles and responsibilities of the parties for the Joint Study as defined in Article II.

3. Effective Date. Pursuant to Section 28E.5 of the Code of Iowa (2015), the parties agree that this Agreement shall be effective upon its approval and execution by all parties and its filing with the Secretary of State (“Effective Date”).

4. Designated Administrator. The parties agree that the CEO and General Manager of DMWW (hereinafter "the DMWW General Manager") shall be designated as the sole administrator of this Agreement, as provided by Section 28E.6 of the Code of Iowa, for purposes of managing the contract providing joint engineering services,.

6. No Entity. No separate entity is created hereby.

7. Individual Ownership and Responsibility. Except as otherwise explicitly provided herein, each party shall at all times hold and own its respective properties. Each party shall be solely authorized to supervise, direct, and manage its own activities and the activities of its respective employees and agents hereunder. Each party shall retain sole responsibility and liability for its own acts and omissions hereunder and for the acts and omissions of its respective employees and agents hereunder, and each party waives subrogation against the other for all claims, suits, damages, and demands which are covered by any insurance, including but not limited to property, casualty, and workers compensation insurance.

Article II – Scope of Joint Work

1. Scope of Work. The Joint Study shall consist of the following independent evaluations:

- (a) Joint engineering evaluation of the affected systems of all parties;
- (b) Independent engineering evaluation of Ankeny’s system; and
- (c) Independent engineering evaluation the designated area of the Des Moines Water Works’ system.

Each evaluation described above is included within the Joint Study and is further detailed by up to eight subparts as outlined in a Professional Services Requirements document attached to this agreement as Exhibit A. Polk City does not desire an independent evaluation of its system within the scope of the Joint Study.

2. Deliverables. Each of the parties shall receive copies of all reports, evaluations, recommendations and other deliverables provided by HDR, including HDR's final report, and shall have equal rights in and to all materials and information created under the Joint Study.

3. DMWW Operational Role. Except as provided in Section 4 of this Article II, DMWW shall be responsible for obtaining all three evaluations within the scope of the Joint Study and for all contracting and administrative functions relating thereto, including: (i) the awarding of a contract in the name of DMWW to HDR, the consultant selected by the parties as provided in the MOU, for professional service on terms satisfactory to DMWW; (ii) contract administration and ongoing administrative project management functions related to the Joint Study and its subparts, including coordinating of information, responses, and resources necessary for efficient and timely completion of the Joint Study; and (iii) coordinating the work of the Joint Study and keeping the other parties advised of progress. The contract with HDR shall identify and state that all of the parties are intended beneficiaries of such contract.

4. Participant Operational Roles. Each party shall be wholly responsible for providing to HDR all of the information required for the Joint Study about its respective water systems, including but not limited to: general distribution and operational information, specifications, as-built drawings, and any available water model currently existing and owned by each entity, and asserts information provided is known to be accurate in all material respects. Additionally, each party may be required to perform exploratory work, such as hydrant and laboratory testing as requested by HDR.

5. Project Timeline. It is anticipated a Professional Services Agreement with HDR will be executed immediately after the execution of the 28E in August 2015. A final report is anticipated to be submitted to the participants by April 2016.

Article III – Cost Reimbursement

1. HDR Charges. HDR has proposed a not-to-exceed lump sum price for the Joint Study including pricing for certain additional scope studies as set forth in Exhibit A. Charges for the Joint Study shall be allocated to the parties based on each party's pro rata share of miles of pipe in the service areas shown in Exhibit A, except that each party shall be wholly responsible for the cost of the additional scope considerations specific to each party. The proposed HDR charges and the allocations to the parties are as follows:

Participant	Total Miles Pipe	% of Joint Study Costs	Estimated Joint Study Cost	Additional Scope Studies	Total
Ankeny	283	59%	\$ 57,743	\$ 29,784	\$ 87,527
DMWW	164	34%	\$ 33,462	\$ 22,236	\$ 55,698
Polk City	31.5	7%	\$ 6,427	\$ -	\$ 6,427
	478.5	100%	\$ 97,632	\$ 52,020	\$ 149,652

DMWW shall pay all of HDR’s charges as provided by the contract with HDR, subject to reimbursement of portions thereof as provided herein. Ankeny and Polk City shall reimburse DMWW for their respective shares of the HDC charges as set forth above.

Ankeny and Polk City shall not be responsible to pay DMWW for any labor or overhead costs related to DMWW’s responsibilities for contract administration and project management of any portion of the Joint Study.

2. Invoice for Costs. Upon receiving progress billings from HDR, DMWW shall pay HDR timely and request reimbursement from Ankeny and Polk City for an appropriate share of the billings as provided in Section 1 of this Article III. Such invoices to Ankeny and Polk City shall include supporting documentation of the payment request. Ankeny and Polk City agree to make payment to DMWW within 30 days of receipt of each invoice requesting reimbursement for progress billings.

Article IV – Financing

1. Funding Sources. Funding hereunder shall be provided by the regular sources of revenue and financing of the parties as required for each party to meet its obligations hereunder. All such funding shall be separately included within the respective regular budgets of each party.

2. Responsibility. Except as otherwise explicitly provided herein as to reimbursement by Ankeny and Polk City to DMWW, each party shall be solely responsible for funding its own operations hereunder and its own support of the Joint Study.

Article V – Term and Termination of Agreement

1. This Agreement shall commence on the Effective Date and shall terminate on the date of the last to occur of the following: (i) HDR’s final report has been received and filed by all

parties to this agreement; and (ii) DMWW shall be fully reimbursed by Ankeny and Polk City for costs as provided herein.

2. In the event that either party determines that the other has defaulted in the performance of its obligations hereunder, the aggrieved party may declare that default has occurred and give notice thereof to the defaulting party. Notice of default shall be given in writing, shall specify the nature of the default and the provision of the Agreement involved, and shall specify what action is required of the defaulting party to correct the default. The defaulting party shall have 30 days from the date of its receipt of the notice of default to correct the default. If at the end of said 30-day period, the default has not, in the opinion of the aggrieved party, been corrected, that party may thereupon pursue its remedies as provided herein. In the event of default by one party in the performance of any material provision of this Agreement, the other party may, at its option, after declaring default and giving notice thereof, terminate this Agreement or seek specific performance of its provisions. A party seeking termination of this Agreement due to a default in performance by the other party shall also be entitled to seek damages for such default.

Article VI - General Provisions

1. **Liability; Indemnification.** Each party (“Indemnifying Party”), to the fullest extent permitted by law, hereby agrees to indemnify, defend, pay on behalf of, and hold harmless the other party, and its elected officials, its appointed officials, agents, employees, volunteers, and others working on behalf of such party (“Indemnities”), against any and all claims, demands, suits, damages, or losses, together with any and all outlay and expense connected therewith including, but not limited to, attorneys’ fees and court costs, that may be asserted or claimed against, recovered from or suffered by the Indemnities by reason of any injury or loss arising out of any wrongful act or omission of the Indemnifying Party, including, but not limited to, bodily injury or death, property damage, including loss of use thereof, and economic damages that arise out of or are in any way connected to this Agreement. No party shall have any right of indemnity for damages or claims proximately caused by its own negligent or intentionally wrongful acts. Each party’s agreements and obligations as set forth in this Paragraph are applicable for the duration of and following expiration or termination of this Agreement, regardless of the manner of termination, and notwithstanding other provisions of this Agreement.

2. **Insurance.** Each party shall procure and maintain its own insurance.

3. **Notices and Invoices.** All notices, invoices, and reimbursement requests which the parties are authorized or required to give one another pursuant to this Agreement shall be in writing and may be personally delivered or sent by ordinary mail to the addresses hereafter provided. Mailed notices and invoices shall be deemed to be received by the party to whom directed when they are postmarked. Such notices and invoices shall be delivered or mailed to the following persons at the addresses listed:

Notices to DMWW:

Danny J. Klopfer
Engineering Services Manager
Des Moines Water Works
2201 George Flagg Parkway
Des Moines, IA 50321

Notices to the City of Ankeny:

David Jones
City Manager
City of Ankeny
410 W. 1st St.
Ankeny, IA 50023

Notices to the City of Polk City:

Gary Mahannah
City Administrator
City of Polk City
PO Box 426
Polk City, IA 50226

4. Interpretation. If any section, provision, or article of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision, or article thereof not found to be invalid or unconstitutional.

5. Entire Agreement. This Agreement represents the entire agreement between Ankeny, Polk City, and DMWW related to the Joint Study. Any subsequent change or modification to the terms of this Agreement shall be in the form of a duly approved and executed amendment to this Agreement.

6. Governing Law, Attorney Fees, and Court Costs. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Iowa.

7. Partnership Disclaimer. It is mutually understood that nothing in this Agreement is intended or shall be construed as in any way creating or establishing a partnership between the parties hereto, or as constituting either party as an agent or representative of the other for any purpose or in any manner, other than as specified herein.

9. Counterparts. This Agreement may be executed in multiple counterparts, each of which so executed shall be deemed to be an original.

10. No Assignment. None of the parties shall assign this Agreement without the consent of the other parties, which consent shall not be unreasonably withheld.

IN WITNESS THEREOF, the City of Ankeny, Iowa, the City of Polk City, Iowa, and the Board of Water Works Trustees of Des Moines, Iowa, have caused this Agreement to be executed in counterparts, each of which shall be considered an original.

CITY OF ANKENY, IOWA

By: _____
_____, Mayor

Attest: _____
_____, City Clerk

CITY OF POLK CITY, IOWA

By: _____
_____, Mayor

Attest: _____
_____, City Clerk

**BOARD OF WATER WORKS TRUSTEES
OF THE CITY OF DES MOINES, IOWA**

By: _____
Graham R. Gillette, Board Chairperson

Attest: _____
William G. Stowe, General Manager and
CEO

Exhibit A
Professional Service Agreement

**SHORT FORM AGREEMENT BETWEEN OWNER AND HDR ENGINEERING,
INC. FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made as of this _____ day of _____, 2015, between BOARD OF WATER WORKS TRUSTEES OF THE CITY OF DES MOINES, IOWA (“OWNER”) an Iowa utility, with principal offices at 2201 George Flagg Parkway, Des Moines, IA 50321, and HDR ENGINEERING, INC., (“ENGINEER”) a Nebraska corporation, with principal offices at 8404 Indian Hills Drive, Omaha, Nebraska, 68114 for services in connection with the project known as Water System Master Plan (“Project”);

WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services (“Services”) in connection with the Project; and

WHEREAS, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

NOW, THEREFORE, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

SECTION I. SCOPE OF SERVICES

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The “HDR Engineering, Inc. Terms and Conditions for Professional Services,” which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

SECTION III. RESPONSIBILITIES OF OWNER

The OWNER shall provide the information set forth in paragraph 6 of the attached “HDR Engineering, Inc. Terms and Conditions for Professional Services.”

SECTION IV. COMPENSATION

Compensation for ENGINEER’S services under this Agreement shall be on the basis of per diem, plus reimbursable expenses with the total not to exceed \$149,652 (One Hundred Forty Nine Thousand Six Hundred Fifty Two Dollars).

The amount of any sales tax, excise tax, value added tax (VAT), or gross receipts tax that may be imposed on this Agreement shall be added to the ENGINEER'S compensation as Reimbursable Expenses.

Compensation terms are defined as follows:

Per Diem shall mean an hourly rate as summarized in the agreed upon rate schedule to be paid as total compensation for each hour an employee works on the project, plus Reimbursable Expense.

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, computer usage, telephone, telex, shipping and express, and other incurred expense.

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the service within the time period(s) described in Exhibit A.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

SECTION VI. SPECIAL PROVISIONS

None.

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

BOARD OF WATER WORKS TRUSTEES
OF THE CITY OF DES MOINES, IOWA

“OWNER”

BY: _____

NAME: _____

TITLE: _____

ADDRESS: 2201 George Flagg Parkway
Des Moines, IA 50321

HDR ENGINEERING, INC.

“ENGINEER”

BY: _____

NAME: Ronald J. Sova, PE

TITLE: Vice President

ADDRESS: 8404 Indian Hills Dr.
Omaha, NE 68114

EXHIBIT A
SCOPE OF SERVICES

I. GENERAL CONSIDERATIONS

A. INTRODUCTION

The City of Ankeny (“Ankeny”), the Des Moines Water Works (“Water Works”), and the City of Polk City (“Polk City”) have selected HDR Engineering, Inc. to team with the Cities and Water Works staff in the performance of a Water System Master Plan and to recalibrate and update the Water System Hydraulic Models for the City of Ankeny’s distribution system and the Des Moines Water Works operations in and around the City of Ankeny, including rural Polk County. Polk City will be represented on the Master Plan by applying a point demand on the system hydraulic model.

Whenever the following terms are used in this Scope of Services, the intent and meaning shall be interpreted as follows:

- The “Consultant” shall mean HDR Engineering, Inc.
- The “Water Works” shall mean the Des Moines Water Works.
- The “Selection Committee” shall mean a group appointed by Ankeny, Water Works, and Polk City to review proposals and make recommendation for selection of Consultant.

B. BACKGROUND

The City of Ankeny and the City of Polk City are two communities located in the northern portion of the Des Moines Metro area, in Iowa. Both of these cities have been growing at a relatively high rate as compared to the rest of the Des Moines Metro area. Ankeny’s and Polk City’s treated water is supplied by the Des Moines Water Works through a network of pumping stations, storage tanks, and water mains. Each city operates and maintains its own distribution system. A map showing the area of system to be evaluated can be found in Exhibit 1.

The City of Ankeny’s water system consists of approximately 283 miles of distribution piping, ranging in size from 4” to 24” in diameter, two elevated water storage tanks, two ground water storage tanks, two booster stations, two aquifer storage and recovery wells, and four connections to the Water Works distribution system. Ankeny’s distribution system operates with three pressure zones: the east, west, and northwest zones. In 2014 a water distribution system modeling report was completed. This report focused on addressing distribution system issues in the northwest pressure zone and ways to connect the east and west pressure zone, along with a supply and storage evaluation. This report has been provided to Consultant. A map of the Ankeny Water System can be found in Exhibit 3.

The City of Polk City’s water system consists of approximately 31.5 miles of distribution system piping, ranging in size from 2” to 16” in diameter, one 300,000-gallon elevated water storage tank, a water treatment system capable of producing 250 gallons per minute, and one connection to the Des Moines Water Works.

The Des Moines Water Works is an independently operated, public utility providing drinking water to approximately 500,000 people in the Greater Des Moines Metro area. For the purposes of this Scope of Services, the Water Works system includes 164 miles of distribution piping, ranging in size from 2” to 36” in diameter, one elevated water storage tank, one ground storage tank, and three booster stations. A map of the Des Moines Water Works distribution system, to be evaluated as part of this Scope of Services, can be found in Exhibit 2.

The intent of this project is to identify possible joint facilities, such as distribution mains, storage and pumping facilities, and aquifer storage and recovery wells. These joint facilities

are intended to provide water of sufficient quantity to the water customers in Ankeny, Polk City, and the identified area of rural Polk County. The project is also intended to provide guidance on future water demands along with a staged plan for implementation of improvements.

II. PROFESSIONAL SERVICES REQUIREMENTS

A. SCOPE OF SERVICES

The scope of services will be divided into three parts for addressing specific areas of the distribution system. The parts include a joint system study and studies specifically for the City of Ankeny and the Des Moines Water Works, including parts of the rural Polk County system.

B. JOINT STUDY SCOPE OF SERVICES

The purpose of the joint study is to provide a study usable by the City of Ankeny, the Des Moines Water Works, and the City of Polk City for planning of joint use facilities. Joint service facilities could include feeder mains, pumping stations, and storage facilities serving more than one area.

Part 1 – Data Collection and Critical Review

- Task 1-1: Review operational records to become familiar with joint system operations.
- Task 1-2: Review previously completed water system plans for the City of Ankeny, the Des Moines Water Works, and the City of Polk City.
- Task 1-3: Develop or request other supporting data as may be required to effect computer analysis of water system.

Part 2 – Develop Population, Demographic, and Land Use Planning Characteristics

- Task 2-1: Collect and review available planning data including existing and historic Census data, projected populations by local planning agencies for the City of Ankeny, Polk County, and Polk City, current land use data, and current water sale data.
- Task 2-2: Prepare population projections for future conditions. These planning level projections will be prepared for the following conditions: Current Year (2015), Year 2025, Year 2030, Year 2035, Year 2040, Year 2045, Year 2050, and Year 2055. Population projections will be based on data obtained by local planning agencies, Cities, and the Water Works.

Part 3 – Develop Water Demand Projections

- Task 3-1: Collect and review historic data including billing data, meter data, historic water use, and water loss data.
- Task 3-2: Determine system water use characteristics. Water use characteristics will be determined based on the following components: residential, non-residential, large use, and non-revenue for each of the designated areas and for each of the population projection years.

- Task 3-3: Develop residential design demands (gallons/capita/day) to be used for projecting future residential water requirements. These residential design demands will represent a “design” hot-dry year to be used for system planning based on historic trends. Demand scenarios should include average day, maximum day, and winter day demands.
- Task 3-4: Develop projections for non-residential water use as percentage of total water use. Based on these projections, future non-residential water use will be calculated as a ratio of residential water use.
- Task 3-5: Develop system-wide peaking factors for maximum day and maximum hour.

Part 4 – Develop and Update Water System Model

- Task 4-1: Obtain existing water models from the City of Ankeny and the Des Moines Water Works. Combine models from Ankeny and Water Works into one useable model. Polk City will be evaluated by placing a point demand on the joint water model.
- Task 4-2: Perform a model validation using provided SCADA data. Make adjustments to model as necessary to establish acceptable correlation. Any field testing or additional effort performed to bring the model further in line with recorded results will be provided by Water Works, Ankeny, or Polk City or as an additional service.
- Task 4-3: Develop design demand scenarios to be used for water system evaluation. These design demand scenarios will include the design Year 2020, 2025, 2030, and 2035.
- Task 4-4: Provide usable water model of joint system: one (1) joint model.

Part 5 – Evaluation of Water System for Existing and Future Demands

- Task 5-1: Conduct a hydraulic analysis of the combined distribution system as the basis for developing a water distribution system improvements plan, including a review of population projections and future water requirements. Include in analysis the following:
 - a. Investigate areas of high or low operating pressure and make recommendations for resolution
 - b. Evaluation of existing major transmission system components to meet current and future water demands of joint system.
 - c. Evaluation of existing pumping and storage facilities to meet maximum day and peak hour requirements of joint system.
- Task 5-2: Review Water Works connections to the City of Ankeny and Polk City, and evaluate capacity for current and future water demand.

Part 6 – Develop Capital Improvements Plan

- Task 6-1: Prepare recommendations for supply quantity, pumping, storage, and major (12” and larger) distribution system improvements specifically for the combined distribution system. Plan should identify joint use facilities required to meet water demand of multiple water users. The plan will be staged to show priorities and an implementation schedule for all improvements based on water demand projections. Staged plan

should provide basis of design parameters including sizing, preliminary siting, and schematic drawings through the year 2035.

Task 6-2: Prepare budgetary opinions of probable construction cost for recommended improvements through the year 2035.

Part 7 – Report Preparation and Submittal

- Task 7-1: Prepare documentation of population and demographic estimates in the form of a technical memorandum. Submit to Water Works for comment.
- Task 7-2: Prepare technical memorandum to including water demand projections identified in Part 3. Submit to Water Works for comment.
- Task 7-3: Prepare technical memorandum detailing evaluation of existing system and future demands. Submit to Water Works for Comment.
- Task 7-4: Prepare draft of Joint Water System Master Plan. Submit to Water Works for comment.
- Task 7-5: Incorporate Cities and Water Works' comments, as appropriate, and finalize report.
- Task 7-6: Submit the Final Joint Report to Cities and Water Works in a written technical report signed and certified by a professional engineer in the state of Iowa. Report should be easily separated into individual reports usable by each entity.
- Task 7-7: Provide nine (9) hard copies of the Final Report. In addition, provide one (1) copy of an electronic version of the final report in Adobe Acrobat (.pdf) format.

Part 8 – Project Management

- Task 8-1: Communicate regularly with Cities and Water Works staff regarding project issues via telephone, electronic mail, fax, and post mail.
- Task 8-2: Attend one (1) project initiation meeting with Cities and Water Works.
- Task 8-3: Conduct on site meetings, or telephone conference calls, with Cities and Water Works staff to review progress of work.
- Task 8-3a: Attend one (1) workshop to review the water demand projections and any field work needs for the hydraulic model verification effort, following Part 3 of the Joint, Ankeny, and Water Works studies.
- Task 8-3b: Attend one (1) workshop to review the final updated water system models developed in Part 4 and the demand projections in Part 3 to develop and screen alternatives for evaluation in Part 5.
- Task 8-4: Attend one (1) meeting to present findings of water system analysis and review possible capital improvements.
- Task 8-5: Attend one (1) meeting to review final report with Cities and Water Works.

C. ANKENY SCOPE OF SERVICE

Part 1 – Data Collection and Critical Review

- Task 1-1: Review maps and records provided by the City of Ankeny.
- Task 1-2: Review operations records to become familiar with existing system operations.
- Task 1-3: Review water model provided by the City of Ankeny and verify accuracy of model.
- Task 1-4: Develop or request other supporting data as may be required to effect computer analysis of water system.

Part 2 – Develop Population, Demographic, and Land Use Planning Characteristics (Use data developed as part of the joint scope of service)

Part 3 – Develop Water Demand Projections

- Task 3-1: Using design demand scenarios developed as part of the Joint Scope of Service, identify water requirements for the City of Ankeny service area based on average day, maximum day, and winter day demands for the design years.
- Task 3-2: Develop water use projections for the current 30 largest water users.

Part 4 – Update Water System Model

- Task 4-1: Update existing water model provided by the City of Ankeny.
- Task 4-2: Perform a model validation using available data. Make adjustments to model as necessary to establish acceptable correlation. Any field testing or additional effort performed to bring the model further in line with recorded results will be provided by Ankeny or as an additional service.
- Task 4-3: Develop design demand scenarios, specific to the needs of Ankeny's distribution system, to be used for water system evaluation. These design demand scenarios will include the design years previously identified.
- Task 4-4: Provide usable water model of Ankeny's distribution system: one (1) Ankeny model.

Part 5 – Evaluation of Water System for Existing and Future Demands

- Task 5-1: Conduct a hydraulic analysis of the Ankeny distribution system as the basis for developing a water distribution system improvements plan, including a review of population projections, future water requirements, and expansion areas within and outside the current corporate limits of the City. Include in analysis the following:
 - a. Determine acceptable level of service standards.
 - b. Investigate areas of high or low operating pressure and make recommendations for resolution.

- c. Evaluate ways to optimize existing pressure zones, include options for combining east and west pressure zone.
- d. Evaluation of existing major transmission system components to meet current and future water demands.
- e. Evaluation of existing pumping and storage facilities to meet maximum day and peak hour requirements.
- f. Evaluation of specific water demands for high-density residential and high-priority areas for water demand and pressures during peak hour demands and fire flow demands.
- g. Evaluate additional aquifer storage and recovery wells (ASRs).
- h. Include recommendations to maximize the use of two (2) existing aquifer storage and recovery wells (ASR).

Task 5-2: Review the most recent fire protection rating for the City of Ankeny to estimate maximum fire flow requirements, based on zoning, for the distribution system and to identify system deficiencies.

Part 6 – Develop Capital Improvements Plan

Task 6-1: Prepare recommendations for supply, pumping, storage, and major (12" and larger) distribution system improvements specifically for the Ankeny distribution system. The plan will be staged to show priorities and an implementation schedule for all improvements based on water demand projections. Staged plan should provide basis of design parameters including sizing, preliminary siting, and schematic drawings through the year 2035.

Task 6-2: Include in plan recommendations for expansion of system into planned developments.

Task 6-3: Prepare budgetary opinions of probable construction cost for recommended improvements through the year 2035.

Part 7 – Report Preparation and Submittal

Task 7-1: Prepare technical memorandum detailing evaluation of existing system and future demands. Submit to Ankeny for comment.

Task 7-2: Prepare draft of Ankeny Water System Master Plan. Submit to Ankeny for comment.

Task 7-3: Incorporate City's comments, as appropriate, and finalize report.

Task 7-4: Submit the Final Report to City in a written technical report signed and certified by a professional engineer in the state of Iowa.

Task 7-5: Provide three (3) hard copies of the Final Report. In addition, provide one (1) copy of an electronic version of the final report in Adobe Acrobat (.pdf) format.

Part 8 – Project Management

Task 8-1: Attend one (1) meeting to review final report of Ankeny Water System Master Plan.

Task 8-2: Attend one (1) council meeting to present finding of report to Ankeny City Council.

D. WATER WORKS SCOPE OF SERVICE

Part 1 – Data Collection and Critical Review

Task 1-1: Review maps and records provided by the Water Works.

Task 1-2: Review operations records to become familiar with system operations.

Task 1-3: Review water model provided by the Des Moines Water Works and verify accuracy of model.

Task 1-4: Develop or request other supporting data as may be required to effect computer analysis of water system.

Part 2 – Develop Population, Demographic, and Land Use Planning Characteristics (Use data developed as part of the joint scope of service)

Part 3 – Develop Water Demand Projections

Task 3-1: Using design demand scenarios developed as part of the Joint Scope of Service, identify water requirements for the Water Works, including rural Polk County, service area based on average day, maximum day, and winter day demands for the design years.

Part 4 – Update Water System Model

Task 4-1: Update existing water models from the Water Works.

Task 4-2: Perform a model validation using available, including SCADA, data. Make adjustments to model as necessary to establish acceptable correlation. Any field testing or additional effort performed to bring the model further in line with recorded results will be provided by Water Works or as an additional service.

Task 4-3: Develop design demand scenarios, specific to the needs of Water Works system. These design demand scenarios will include the design years previously identified.

Part 5 – Evaluation of Water System for Existing and Future Demands

Task 5-1: Conduct a hydraulic analysis of the Des Moines Water Works distribution system, including rural Polk County, as the basis for developing a water distribution system improvements plan, include within the analysis provisions for meeting proposed water demands at consecutive customer connections along with meeting water demands for rural Polk County customers. Include in analysis the following:

- a. Investigate areas of high or low operating pressure and make recommendations for resolution.
- b. Evaluation of existing transmission system components to meet current and future water demands.
- c. Evaluation of existing pumping and storage facilities to meet maximum day and peak hour requirements.

- d. Evaluate altering water supply to the rural Polk County area in order to address water pressure, water age, and other water quality problems.
- e. Evaluate ways to simplify the existing multiple pressure zones in area around NW 26th Street.
- f. Provide required demands at water entry points.

Task 5-2: Include in evaluation additional water supply requirements that may be needed if Polk City stops use of existing water treatment facility and obtains all water from the Water Works.

Part 6 – Develop Capital Improvements Plan

Task 6-1: Prepare recommendations for pumping, storage, and major (12” and larger for Des Moines System, 6” and larger for rural Polk County System) distribution system improvements specifically for the Water Works distribution system. The plan will be staged to show priorities and an implementation schedule for all improvements. Staged plan should provide basis of design parameters including sizing, preliminary siting, and schematic drawings through the year 2035.

Task 6-2: Prepare budgetary opinions of probable construction cost for recommended improvements through the year 2035.

Part 7 – Report Preparation and Submittal

Task 7-1: Prepare technical memorandum detailing evaluation of existing system, future demands, and capital improvements. Submit to Water Works for comment.

E. DELIVERABLES

The following are the required Deliverables for this Project:

1. Technical memorandum – Population and demographic estimates.
2. Technical memorandum – Joint Area Water Demand Projections.
3. Technical memorandum – Joint Area Evaluation of existing and future demands.
4. Joint System Water Model.
5. Joint Water System Master Plan.
6. Technical memorandum – Ankeny existing system and future demands evaluation.
7. Ankeny Distribution System Water Model.
8. Ankeny Water System Master Plan.
9. Technical memorandum – Water Works area existing system and future demands evaluation.

Water modeling to be completed in WaterGEMS, current version.

F. CITY OF ANKENY’S RESPONSIBILITIES

The City of Ankeny will provide the following assistance in completion of the study:

1. Provide the appropriate staff to participate as part of the project team to answer questions, perform the necessary reviews, and attend the required meetings.
2. Provide available information which may be necessary for the evaluation of Ankeny’s

system including existing water model, as-built drawings, plans, specifications, distribution system operational considerations, and previous studies.

3. Ankeny area exploratory work, such as hydrant and laboratory testing.

G. WATER WORKS' RESPONSIBILITIES

The Water Works will provide the following assistance in completion of the study:

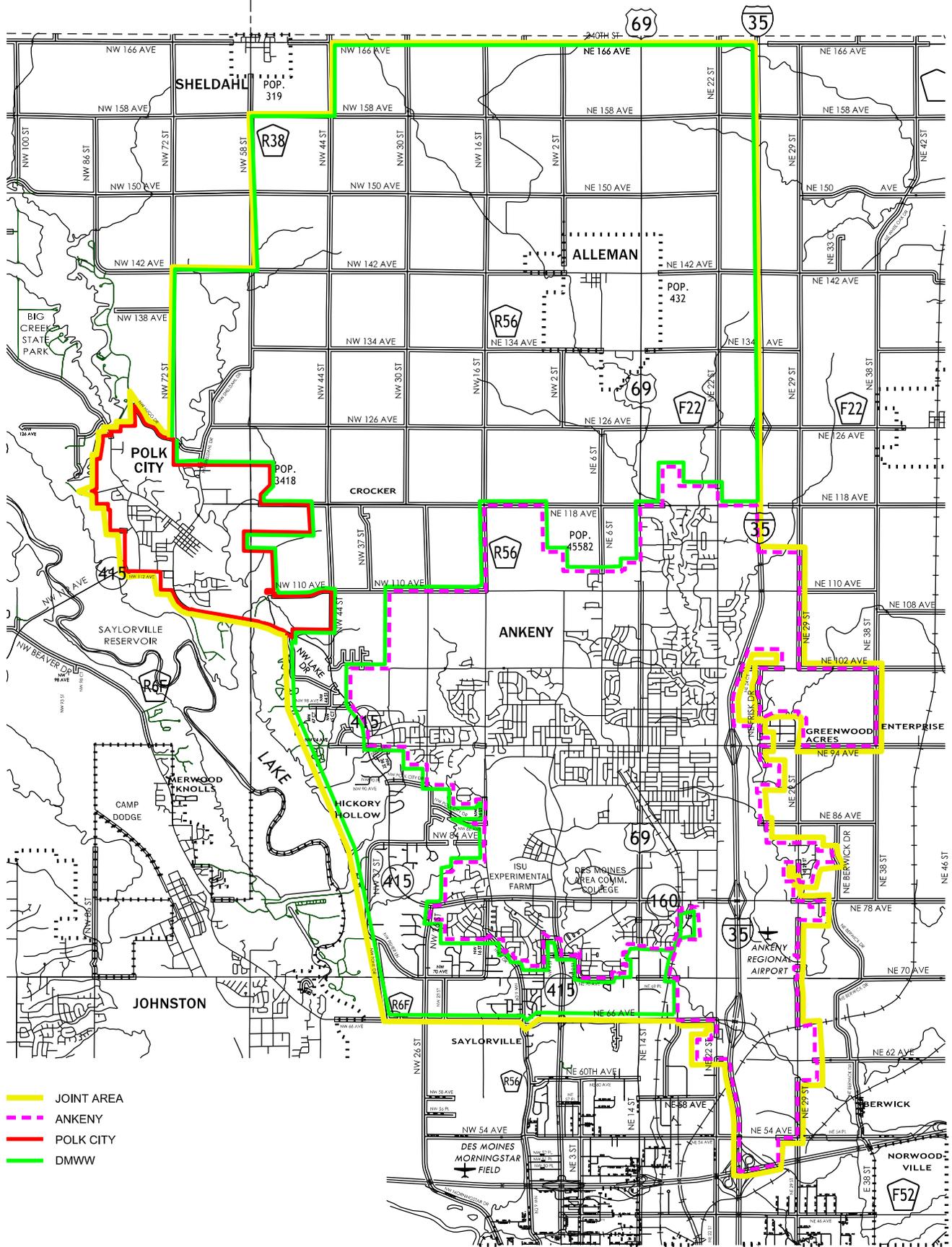
1. Provide the appropriate staff to participate as part of the project team to answer questions, perform the necessary reviews, and attend the required meetings.
2. Provide available information which may be necessary for the evaluation of the Water Works and Rural Polk County system including existing water model, as-built drawings, plans, specifications, distribution operational considerations, and required water production data.
3. Provide engineering personnel to act as primary consultant contact for coordination of all work.
4. Water Works and joint area exploratory work, such as hydrant and laboratory testing.

H. CITY OF POLK CITY'S RESPONSIBILITIES

The City of Polk City will provide the following assistance in completion of the study:

1. Provide the appropriate staff to participate as part of the project team to answer questions, perform the necessary reviews, and attend the required meetings.
2. Provide available information which may be necessary for the project including water distribution system maps, as-built drawings, plans, specifications, distribution system operations considerations, and previous studies.
3. Provide pressure requirements at point demand on joint system model.

EXHIBIT 1
PROJECT AREA



- JOINT AREA
- - - ANKENY
- POLK CITY
- DMWW

EXHIBIT 2

DES MOINES WATER WORKS DISTRIBUTION SYSTEM

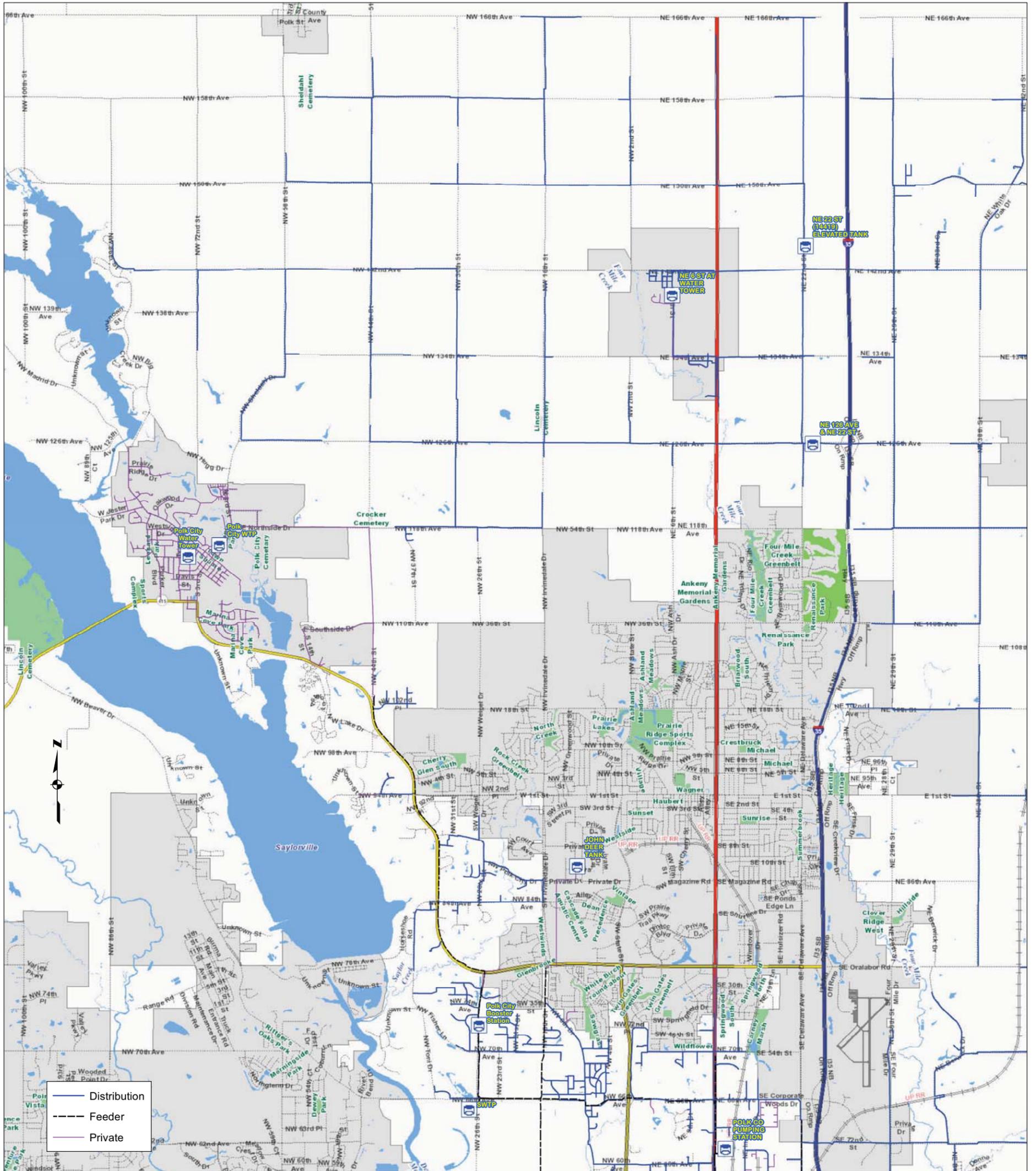
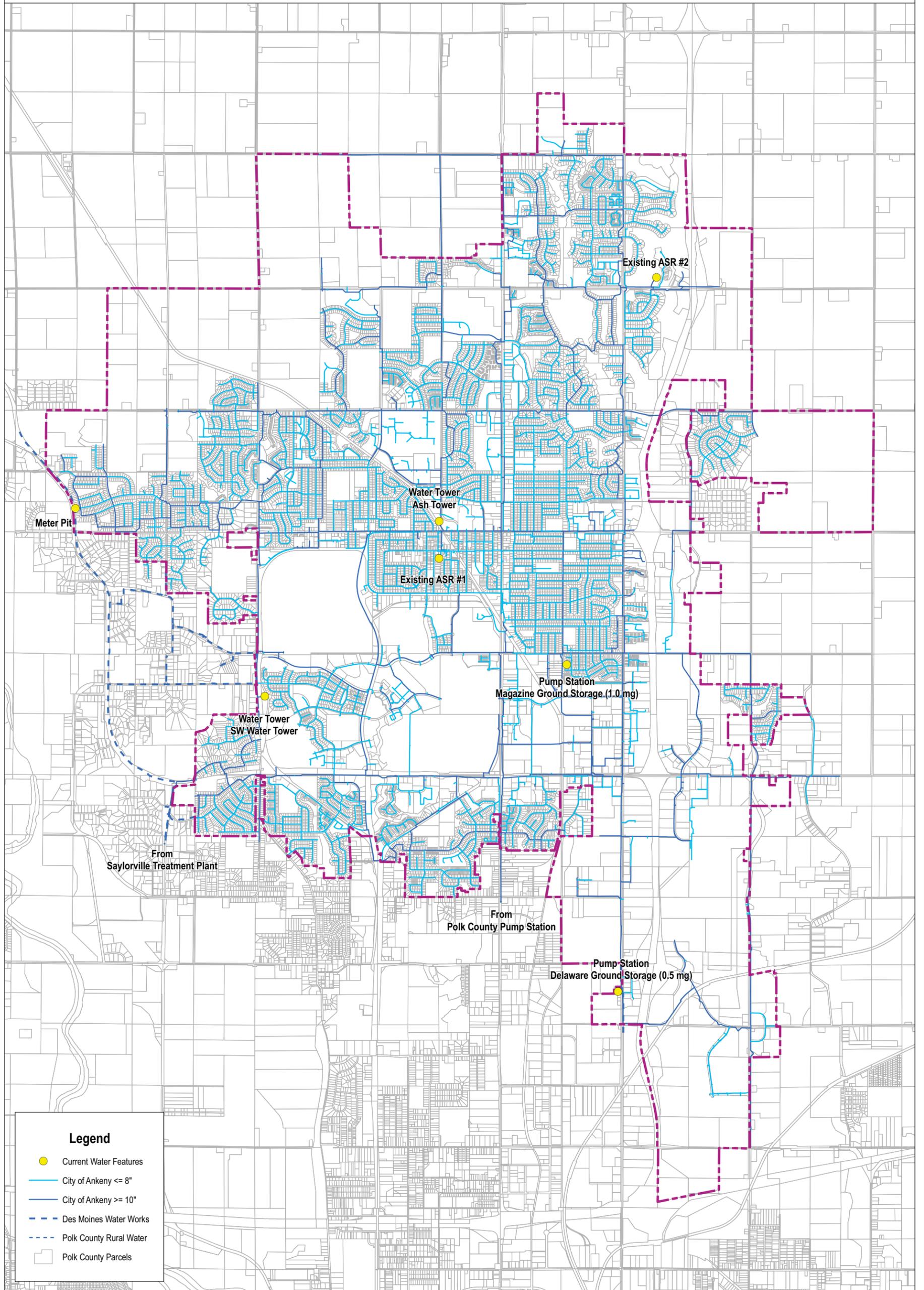


EXHIBIT 3

ANKENY DISTRIBUTION SYSTEM MAP

Ankeny Water System



Legend

- Current Water Features
- City of Ankeny <= 8"
- City of Ankeny >= 10"
- - - Des Moines Water Works
- - - Polk County Rural Water
- Polk County Parcels

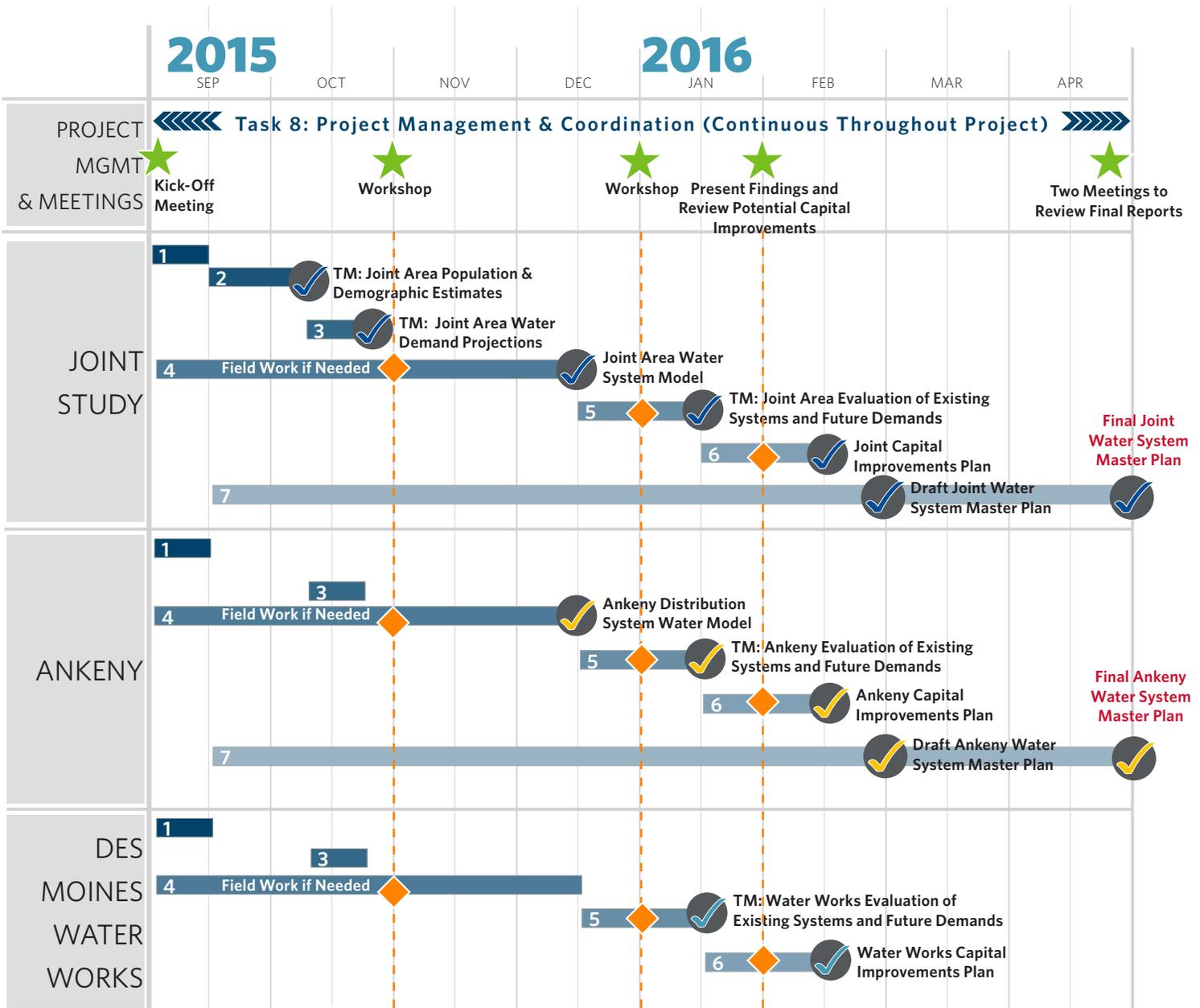


SCHEDULE

Proposed Schedule and Team Availability

We have reviewed the project schedule provided in the Request for Proposal. The schedule requires 8 months of effort to provide a final report in April 2016. Through our in-depth planning experience and stream-lined modeling approach combined with an understanding of your end goals for this project, our team will "hit the ground running".

Using this schedule, we have entered in the planned project hours into HDR's WorkPlan software to **confirm that the team presented in this proposal is the team you will get** and verify that they are available throughout the duration of this project. HDR will deliver this project on time.



LEGEND

TASK SERIES:

- 1 PART 1 - DATA COLLECTION & CRITICAL REVIEW
- 2 PART 2 - DEVELOP POPULATION, DEMOGRAPHIC & LAND USE PLAN CHARACTERISTICS
- 3 PART 3 - DEVELOP WATER DEMAND PROJECTIONS
- 4 PART 4 - UPDATE WATER SYSTEM MODEL
- 5 PART 5 - EVALUATION OF WATER SYSTEM FOR EXISTING & FUTURE DEMANDS
- 6 PART 6 - DEVELOP CAPITAL IMPROVEMENTS PLAN
- 7 PART 7 - REPORT PREPARATION AND SUBMITTAL
- 8 PART 8 - PROJECT MANAGEMENT



MEETINGS & WORKSHOPS



JOINT COORDINATION POINT



JOINT AREA DELIVERABLE



ANKENY DELIVERABLE



WATER WORKS DELIVERABLE

HOURLY RATES, HOURS, AND FEES



Hourly Rates and Lump Sum Price

The HDR team is prepared to work in partnership with you to deliver this project on time and within budget. The anticipated level of effort involved with this project, as identified in the following table, is based on our understanding of your objectives for this project as we have outlined in the Project Familiarity and Approach provided within this proposal. The proposed hours presented below are reasonable and consistent with the level effort required to **complete the scope of work provided in the Request for Proposals using HDR's project approach to maximize value provided to all parties.**

In the end, our objective is to further tailor our approach as necessary to assure the appropriate level of effort matched to your needs, objectives and budget for this project. We welcome your review and ask that you contact us if you have any questions or comments concerning our anticipated levels of effort for the project.

TASK DESCRIPTION	BILLING RATE	PRINCIPAL	PM	SR TECH ADV. QA/QC	PROJ. ENGINEER	STAFF ENGINEER	PLANNING & OPTIMIZATION	LEAD GIS/HYDRAULIC MODELING	GIS/HYDRAULIC MODELING	HYDROGEOLOGIST	ADMIN	TOTAL HOURS	EXPENSES	TOTAL FEE
JOINT STUDY														
Part 1	Data Collection and Critical Review													
Task 1-1			1		2	8	1		4			16	\$84	\$1,671
Task 1-2			1		2	8	2		4			17	\$63	\$1,804
Task 1-3			1		2	4	1		2			10	\$37	\$1,137
Part 2	Develop Population, Demographic, and Land Use Characteristics													
Task 2-1			1		4	16	1		2			24	\$114	\$2,373
Task 2-2	1		2		8	16	2		2			31	\$115	\$3,394
Part 3	Develop Water Demand Projections													
Task 3-1	1	1			2	8	1		2			15	\$81	\$1,671
Task 3-2		1			2	8	1		2			14	\$52	\$1,462
Task 3-3			2		4	16	1					23	\$85	\$2,398
Task 3-4			2		4	16	1					23	\$85	\$2,398
Task 3-5			1		2	12	1					16	\$59	\$1,603
Part 4	Develop and Update Water System Model													
Task 4-1			1		2		2	8	32			45	\$192	\$4,731
Task 4-2			1		2		2	16	40			61	\$226	\$6,414
Task 4-3			2		2		2	4	24			34	\$126	\$3,717
Task 4-4			1	4			2	2	8			17	\$63	\$2,639
Part 5	Evaluation of Water System for Existing and Future Demands													
Task 5-1	1	2	2		8	16	2	8	40			79	\$317	\$8,449
Task 5-2	1	2	1		4	16	2	4	24			54	\$200	\$5,715
Part 6	Develop Capital Improvements Plan													
Task 6-1			2	1	12	16	2	2	8			43	\$184	\$4,780
Task 6-2			2		16	16	2	2	8			46	\$195	\$4,973
Part 7	Report Preparation and Submittal													
Task 7-1			1		8	4	1		2		2	18	\$92	\$2,006
Task 7-2			1		8	4	1		2		2	18	\$92	\$2,006
Task 7-3			1		16	8	2	4	16		2	49	\$206	\$5,207
Task 7-4			2		16	16	2	2	16		4	58	\$265	\$6,012
Task 7-5			1		12	8	2	2	8		4	37	\$162	\$3,893
Task 7-6			1		2	2			2		2	9	\$58	\$980
Task 7-7						2					4	6	\$222	\$638
Part 8	Project Management													
Task 8-1		2	4		4	4	2		2			18	\$92	\$2,624
Task 8-2		2	4		4	4	2	2	2			20	\$599	\$3,367
Task 8-3			4		8		4			16		32	\$218	\$3,711
Task 8-5			4		8	4	2	2	2			22	\$606	\$3,471
Task 8-6			4		4	2	2	2	2			16	\$134	\$2,387
SUBTOTAL JOINT STUDY		8	53	8	168	234	48	60	256	0	36	871	\$5,023	\$97,632

TASK DESCRIPTION	BILLING RATE	PRINCIPAL	PM	SR TECH ADV. QA/QC	PROJ. ENGINEER	STAFF ENGINEER	PLANNING & OPTIMIZATION	LEAD GIS/HYDRAULIC MODELING	GIS/HYDRAULIC MODELING	HYDROGEOLOGIST	ADMIN	TOTAL HOURS	EXPENSES	TOTAL FEE
ANKENY STUDY														
Part 1 Data Collection and Critical Review														
Task 1-1 Review Maps and Records					1	1						2	\$32	\$224
Task 1-2 Review Operations Records					1	1						2	\$7	\$199
Task 1-3 Review Existing Water Model								1	2			3	\$11	\$306
Task 1-4 Develop Other Supporting Data Request					1	1						2	\$7	\$199
Part 2 Develop Population, Demographic, and Land Use Characteristics (Use Joint Scope)														
Part 3 Develop Water Demand Projections														
Task 3-1 Identify Water Req. for City Service Area					1	4						5	\$19	\$443
Task 3-2 Develop Water Use Projections (Top 30 Users)			1		1	2						4	\$15	\$515
Part 4 Update Water System Model														
Task 4-1 Update Existing Water Model			1		1		1	2	8			13	\$73	\$1,515
Task 4-2 Validate Model using Available Data			1		1		1	4	12			19	\$70	\$2,101
Task 4-3 Develop Design Demand Scenarios - Future			1		1		1	1	4			8	\$30	\$999
Task 4-4 Provide Usable Water Model of City's System			1	1	1		1	1	4			9	\$33	\$1,277
Part 5 Evaluation of Water Sys. for Exist. & Future Demands														
Task 5-1 Hydraulic Analysis of Combined System			1	1	2	4	1	2	24	12		47	\$199	\$5,337
Task 5-2 Est. Fire Flow Req. & Identify Sys. Deficiencies			1		2	2	1	1	12			19	\$70	\$2,018
Part 6 Develop Capital Improvements Plan														
Task 6-1 Prepare Recs for Distr. System Improvements		1	2		8	4	1		4			20	\$99	\$2,470
Task 6-2 Rec. Expansion into Planned Development			2		8	4	1		4			19	\$70	\$2,262
Task 6-3 Prepare Budgetary OPCC			1		8	2						11	\$41	\$1,339
Part 7 Report Preparation and Submittal														
Task 7-1 Document Existing & Future System Evaluation		1	2		4	4			4		4	19	\$95	\$2,118
Task 7-2 Draft Ankeny Water Sys. Master Plan Report			2		4	2	1		2		4	15	\$106	\$1,770
Task 7-3 Incorporate City's Comments & Finalize Report			2		4	2	1					9	\$33	\$1,259
Task 7-4 Submit Final Ankeny Water System Master Plan			2			1					4	7	\$26	\$825
Task 7-5 Final Report (3 hard copies & 1 PDF)					1						4	5	\$94	\$469
Part 8 Project Management														
Task 8-1 Review Final Report with City		1	2		2		2					7	\$51	\$1,227
Task 8-2 Attend and Present Findings to City Council		1	2		2							5	\$44	\$912
SUBTOTAL ANKENY STUDY		4	24	2	54	34	12	12	80	12	16	250	\$1,225	\$29,784
DES MOINES WATER WORKS STUDY														
Part 1 Data Collection and Critical Review														
Task 1-1 Review Maps and Records					1	1						2	\$32	\$224
Task 1-2 Review Operations Records					1	1						2	\$7	\$199
Task 1-3 Review Existing Water Model								1	2			3	\$11	\$306
Task 1-4 Develop Other Supporting Data Request					1	2						3	\$11	\$280
Part 2 Develop Population, Demographic, and Land Use Characteristics (Use Joint Scope)														
Part 3 Develop Water Demand Projections														
Task 3-1 Identify Water Requirements			1		2	4						7	\$26	\$795
Part 4 Update Water System Model														
Task 4-1 Update Existing Water Model			1		1		1	2	16			21	\$103	\$2,253
Task 4-2 Validate Model using Available Data			1	1	2		1	4	16			25	\$93	\$2,865
Task 4-3 Develop Design Demand Scenarios - Future			1		2		1	2	8			14	\$52	\$1,607
Part 5 Evaluation of Water System for Existing and Future Demands														
Task 5-1 Hydraulic Analysis of Combined System			1	1	8	8	1	2	16			37	\$137	\$3,980
Task 5-2 Additional Water Supply Req. for Polk City			1		2	4	1	1	8			17	\$63	\$1,811
Part 6 Develop Capital Improvements Plan														
Task 6-1 Recommendations for Dist. Sys. Improvements		1	1		6	16	1		4			29	\$132	\$2,977
Task 6-2 Prepare Budgetary OPCC			1		2	8						11	\$41	\$1,120
Part 7 Report Preparation and Submittal														
Task 7-1 Document Existing and Future System Evaluation		1	1		4	16	2		8		8	40	\$173	\$3,819
SUBTOTAL DES MOINES WATER WORKS STUDY		2	9	2	32	60	8	12	78	0	8	211	\$881	\$22,236
TOTAL STUDY														
TOTAL HOURS		14	86	12	254	328	68	84	414	12	60	1,332	-	-
TOTAL FEE		\$2,519	\$19,819	\$3,285	\$28,964	\$25,459	\$10,451	\$9,877	\$36,653	\$1,582	\$3,915		\$7,128	\$149,652

EXHIBIT B

TERMS AND CONDITIONS

HDR Engineering, Inc.
Terms and Conditions for Professional Services
for the Board of Water Works Trustees of the City of Des Moines, Iowa

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and/or cost of capital) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability,

and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS AND ASSIGNS

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, shall be "works for hire" with respect to the project and the copyrights shall become the property of OWNER upon final payment to ENGINEER. The City of Ankeny and the City of Polk City are also "intended beneficiaries" of the project, and as such shall retain ownership same as OWNER. ENGINEER may retain copies of the documents for its information and reference in connection with the project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make prompt payments in response to ENGINEER's invoices.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date of the invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by

hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO \$1,000,000 FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER ENGINEER'S COMMERCIAL GENERAL LIABILITY INSURANCE POLICY.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.