

Notice of Meeting
Polk City | City Council

October 26, 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 October 12, 2015
2. Consider motion to approve the October 26, 2015 Claims
3. Consider motion to approve the September 2015 Finance Report
4. Consider motion to receipt and file the October 19, 2015 Planning and Zoning Commission Meeting Minutes
5. Consider motion to receipt and file the July 14, 2015 (no August or September meeting) Polk City Library Meeting Minutes
6. Consider motion to receipt and file the September 2015 Library Stats
7. Consider motion to approve hiring Keith Maki as part time firefighter/paramedic as GS 6, Step 1, \$14.95 per hour
8. Consider motion to approve hiring Eric Dunn as part time paramedic/firefighter as GS 6, Step 1, \$14.95 per hour
9. Consider motion to hire Rebecca Leonard as Deputy City Clerk as GS 8, Step 1, \$38,271
10. Consider motion to approve Resolution 2015-80 appointing Chief Roger Sanders as Alternate Representative to the Polk County Emergency Management Commission
11. Consider motion to approve Resolution 2015-81 appointing Chief Roger Sanders as Alternate Representative to the Polk County Joint E911 Service Board

6. New Business

Action Items

1. Tony Gustafson, Assistant District 1 Engineer for the Iowa Department of Transportation, to discuss and determine next phase of Iowa Highway 415 overlay and turn lanes just south of W Bridge Road
2. Lost Lakes Final Plat 2
 - A. Consider motion to approve Resolution 2015-76 to accept Lost Lakes Estates Plat 2 Public Improvements
 - B. Consider motion to approve Resolution 2015-77 to approve Lost Lakes Estates Final Plat 2 including Easements, Right-of-Ways and Lot Tie Agreements
3. Consider motion to approve Resolution 2015-78 to approve Plat of Survey including Lot Tie Agreement for Roger Pearson of 1215 W Broadway

4. Washington and Booth Street Reconstruction Project
 - A. Approve Resolution 2015-79 for Pay App #6 in the amount of \$61,724.35
5. Tyler and Davis intersection improvement project
 - A. Description and anticipated cost of the project
 - B. Consider motion to authorize Snyder and Associates Engineering Agreement in the amount of \$22,900

7. Mayor's Report
8. Council Report
 1. Ron Anderson
 2. Robert Mordini
 3. Robert Sarchet
 4. David Dvorak
 5. Dan Lane
9. Council Discussion
10. City Administrator's Report
11. City Staff Reports
 1. Attorney's Report
 2. Engineer's Report
 - A. Comprehensive Plan Open House scheduled for November 16, 2016 4:30p.m. – 6:30p.m.
 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 November 9, 2015

MEETING MINUTES
The City of Polk City
City Council Meeting
6:30 p.m., Monday, October 12, 2015
City Hall

Polk City, City Council held a meeting at 6:30 p.m., on October 12, 2015. The Agenda was posted at the City Hall office as required 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

Citizen Liaison Absent:

Ken Thornton

Staff Members Present:

Gary Mahannah | City Administrator
Jenny Gibbons | City Clerk
Lindsey Huber | City Finance Officer
Amy Beattie | City Attorney
Kathleen Conner | City Engineering Representative
Roger Sanders | Interim Police Chief
Kim Kellogg | Library Director
Jake Schreier | Technology & Innovation Director
Dan Gubbins | Fire Chief
Mike Shulte | Public Works Director
Tanner Rickertsen | Police Officer

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 Sarchet to approve the agenda.

MOTION CARRIED UNANIMOUSLY

4. **Public Comments** / Mayor Morse addressed the audience regarding the Police Department. Mayor welcomed newly appointed Interim Police Chief Roger Sanders. The following people made comments to Mayor and Council:

1. Laurie Navin, 411 Kings Place
2. Rose Taylor, 402 Van Dorn
3. Michael Callahan 610 E Southside
4. James Frank, 204 Madison Dr.
5. Jim Ruddy, 1228 Westside Dr.
6. Abby Mahoney, 609 Phillips
7. Dwayne Meyers, owner of Car Wash at 301 Sandpiper
8. Jeff Palmer, 610 Stippich,
9. Kristen Anderson, 625 Lincoln St
10. Frank Clark, 1316 Lyndale Dr.
11. Glen Nicholson, 710 Waldo

Mayor Morse asked Council to address the audience and each member made comments.

5. **Consent Agenda Items**

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

1. Consider motion to approve the City Council Meeting Minutes for September 28, 2015
2. Consider motion to approve the October 12, 2015 Claims
3. Consider motion to receipt and file the October 5, 2015 Parks Commission Meeting Minutes
4. Consider motion to receipt and file the August 24, 2015 Polk City Arts Council Meeting Minutes
5. Consider motion to approve MidAmerican Energy grant of license for the City of Polk City to use its 4 utility poles on N 3rd St North of E Northside Dr. for Christmas decorations
6. Consider motion to receipt and file the Polk City Development Corporation (PCDC) Four Seasons Festival

Report

7. Consider motion to receipt and file the Polk City Development Corporation (PCDC) Quarterly Report
8. Consider motion to approve Fire Marshall Jason Cutsforth military leave of absence from the Polk City Fire Department effective October 1st through January 15th 2016
9. Consider motion to approve appointment of Lieutenant Craig VerHeul as acting Fire Marshall
10. Consider motion to approve updated EMS Billing Contract with Fraser Transportation and the City of Polk City effective October 30, 2015
11. Consider motion to receipt and file the September 2015 Fire Department Report
12. Consider motion to approve Parks Commission recommendation for the Polk City Chamber proposal of the annual Square Lighting on the City Square December 1, 2015, 6 pm – 8 pm.
13. Consider motion to approve Parks Commission recommendation for the Trick or Trunk event on the City Square October 30, 2015 6 pm – 8 pm
14. Consider motion to receipt and file the September 2015 Water Department Report
15. Consider motion to approve Resolution 2015-75, Snyder & Associates, Engineering Invoice for August 2015
16. Consider motion to receipt and file the October 5, 2015 Special Recreational Meeting Minutes

MOTION CARRIED UNANIMOUSLY

6. New Business

1. ***MOTION:*** A motion was made by Sarchet and seconded by Dvorak to approve Brian Armstrong, 635 Timberline Dr. water line repair bill in the amount of \$913 under the Hardship Policy Water-03 as recommended by Finance Committee September 28, 2015

MOTION CARRIED UNANIMOUSLY

2. ***MOTION:*** A motion was made by Lane and seconded by Mordini to approve Resolution 2015-72 to confirm Mayor Appointment of Roger Sanders as Interim Police Chief, paid at \$6000 per month

MOTION CARRIED UNANIMOUSLY

3. ***MOTION:*** A motion was made by Lane and seconded by Anderson to approve Resolution 2015-73 to confirm Tax Increment Payments to Polk City Dental, LLC

MOTION CARRIED UNANIMOUSLY

4. ***MOTION:*** A motion was made by Sarchet and seconded by Dvorak to approve Resolution 2015-74 Sanitary Sewer Construction Drawings for Deer Haven Plat

MOTION CARRIED UNANIMOUSLY

7. **Mayor Report** | Mayor Morse reported on a Special Recreational Meeting that was held on Monday October 5, 2015 between the City and both the Little League and Soccer Club to discuss status of the organizations and begin discussions on planning for the upcoming Spring Seasons.

8. Council Report

1. Lane expressed his appreciation for residents attending Council Meetings and getting involved.
2. Anderson thanked Council for all of their hard work and appreciated all the comments from residents. Assured everyone that Council doesn't take things lightly and progress may move slow but just so things are done right. Goal is to make Polk City an even better place to live.
3. Mordini stated appreciation for group of residents that attended meeting.
4. Sarchet said the MAC meeting was pushed back. Provided update on his progress for improvement ideas for the City Square.
5. Dvorak discussed Park's Commission meeting ideas to meet at the City Parks to prepare for the 2016/17 Budget.

9. **Council Discussion** | Discussion on HomeServe Insurance upcoming kick-off meeting.

10. **City Administrator Report** | Highway 415 study has been completed, Iowa Department of Transportation plans to repave South of Bridge Road in 2017, project to include turn lanes for Southside Dr., Pine Ridge Dr. and Sandpiper Ct. Tony

Gustafson, Assistant District 1 Engineer at Iowa Department of Transportation will attend future Council Meeting to discuss further.

11. City Reports

1. City Engineering Representative, Kathleen Conner, stated that the Comprehensive Plan Open House is scheduled for Monday, November 16, 2015 4:30 p.m. to 6:30 p.m. in the Community Room.
2. Public Works Director, Mike Schulte, provided update on the Washington/Booth Reconstruction Project and the annual Sewer Maintenance progress.
3. Technology and Innovation Director, Jake Schreier, advised the seven new maps for the Comprehensive Plan are live on the City Website.
4. Finance Officer, Lindsey Huber, advised Council on the upcoming Budget season, she will be sending out a schedule and have kick-off meeting something early November 2015.
5. Fire Chief, Dan Gubbins conveyed his appreciation to the Ankeny Fire Department for all of their help covering our Community in recent days.
6. Police Officer, Tanner Rickertsen, provided an update on the upcoming activities including the Fall Festival scheduled Saturday October 24, 11 a.m. – 3 p.m. at the Fire Station, educational visit to West Elementary on Tuesday and Wednesday October 27 and 28 to discuss Halloween Trick or Treat safety, and the Trunk or Treat event on the Square scheduled for Friday October 30 from 6 p.m. to 7 p.m.
7. Library Director, Kim Kellogg thanked Public Works for coordinating the concrete work that the Friends of the Library contributed.

12. Adjournment

MOTION: A motion was made by Anderson and seconded by Lane to adjourn at 7:54 p.m.

MOTION CARRIED UNANIMOUSLY

Next Meeting Date – Monday, October 26, 2015

Jason Morse, Mayor

Attest:

Jenny Gibbons, City Clerk

CLAIMS REPORT

The City of Polk City

For

10/26/2015

DEPARTMENT	VENDOR	EXPENSE TYPE	AMOUNT
ALL DEPT	I.M.W.C.A.	2014-2015 AUDIT ADJUSTMENT	\$9,888.00
ALL DEPT	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$9,360.11
ALL DEPT	STAPLES	OFFICE SUPPLIES	\$582.57
CH	CRYSTAL CLEAR WATER CO	PURCHASED WATER	\$15.50
CH	DE WITT PAINTING	2ND YEAR PAINT WARRANTY	\$2,285.00
CH	MARCO	EXPAND PHONE SYSTEM	\$506.25
CH	PITNEY BOWES	POSTAGE METER RENTAL	\$183.00
CH	VERIZON WIRELESS	DATA PLAN	\$25.84
FD	CITY OF GRAINGER	15000095 NORDAAS	\$200.00
LIB	AMAZON	BOOKS	\$1,546.47
LIB	GALE/CENGAGE LEARNING	LIBRARY BOOKS	\$196.22
LIB	CALIGIURI CONCRETE, LLC	CONCRETE	\$3,536.00
PA	CHRIS WEISHAAR	PR CONSULTING	\$175.00
PD	COAST TO COAST SOLUTIONS	HALLOWEEN COLORING SHEETS	\$214.07
PD	GALL'S INC.	BOOTS	\$97.94
PD	IA DEPT OF TRANSPORTATION	VEHICLE INSPECTIONS	\$420.00
PD	MOULDER AND ASSOCIATES	POLICE CHIEF SEARCH	\$300.00
PD	T-MOBILE	PHONE SERVICE	\$59.74
PD	WEX	FUEL CARD	\$900.54
PW	WEX	FUEL CARD	\$1,012.77
PW	A-D DISTRIBUTING CO. INC.	ANNUAL FLAG PURCHASES	\$1,831.00
PW	ADVENTURE LIGHTING	LIGHTS	\$638.87
PW	ARDICK EQUIPMENT CO.	SIGNS	\$636.25
PW	CENTRAL PUMP & MOTOR	SERVICE CALLS FOR FOUNTAINS	\$539.00
PW	CITY OF DES MOINES	WRA	\$28,521.75
PW	D & K PRODUCTS	VESSEL	\$128.15
PW	ELECTRICAL ENG & EQUIPMENT CO	ELECTRICAL SUPPLIES	\$94.51
PW	HOMETREE HOLIDAY LIGHTS	LED LIGHTS	\$2,600.00
PW	INTERSTATE ALL BATTERY CENTER	BATTERY	\$129.40
PW	IOWA ONE CALL	UNDERGROUND LOCATIONS	\$290.30
PW	LAWSON PRODUCTS	PARTS, HARDWARE & SUPPLIES	\$286.48
PW	MIDLAND POWER CO-OP	STREET LIGHTING	\$334.83
PW	SMITH'S SEWER SERVICE	SMOKE TEST SEWER VENTS	\$327.90
PW	VERIZON WIRELESS	PHONE SERVICE	\$363.72
PW	CALIGIURI CONCRETE, LLC	CONCRETE	\$1,525.00
TOTAL			\$69,752.18
	All Dept		\$19,830.68
	CH		\$3,015.59
	FD		\$200.00
	LIB		\$5,278.69
	PA		\$175.00
	PD		\$1,992.29
	PW		\$39,259.93
	TOTAL		\$69,752.18



POLK CITY - A City For All Seasons -

Monthly Finance Report September 30, 2015

**City of Polk City
Cash Balances Report
September 30, 2015**

Bank Balances:

Luana Savings Bank M.M. Account- 0.65%	\$3,010,649.34
Grinnell State Bank Certificate of Deposit- 0.60%	\$1,000,000.00
Grinnell State Bank Business Money Market- 0.15%	\$434,652.30
Grinnell State Bank Business Checking- 0.05%	\$244,394.91
IPAIT Investment Account	\$4.00
Total Cash at Banks	<u><u>\$4,689,700.55</u></u>

**City of Polk City
Revenues Report
September 30, 2015**

Account Title	Total Budget	MTD Balance	YTD Balance	% of Year Used	Actual % Used Of Budget	Uncollected
General Total	4,453,483.00	53,155.99	1,163,088.46	25.00%	26.12%	3,290,394.54
Road Use Total	341,300.00	41,993.17	124,482.77	25.00%	36.47%	216,817.23
TIF Total	332,500.00	5,992.87	7,167.82	25.00%	2.16%	325,332.18
L.M.I Total	334,000.00	0.00	1,099.68	25.00%	0.33%	332,900.32
Debt Service Total	121,000.00	0.00	0.00	25.00%	0.00%	121,000.00
Capital Improvements Total	880,000.00	0.00	0.00	25.00%	0.00%	880,000.00
Water Total	519,338.00	64,004.36	177,555.28	25.00%	34.19%	341,782.72
Sewer Total	470,000.00	47,398.20	159,434.00	25.00%	33.92%	310,566.00
Total Of All Revenues	7,451,621.00	212,544.59	1,632,828.01	25.00%	21.91%	5,818,792.99

**City of Polk City
Expenditures Report
September 30, 2015**

Account Title	Total Budget	MTD Balance	YTD Balance	% of Year Used	Actual % Used Of Budget	Unexpended
Police Total	677,859.00	56,294.30	176,788.64	25.00%	26.08%	501,070.36
Civil Defense Total	18,700.00	114.72	336.03	25.00%	1.80%	18,363.97
Fire Total	461,025.00	42,863.60	108,677.27	25.00%	23.57%	352,347.73
Building/Housing Total	274,827.00	34,491.49	85,129.53	25.00%	30.98%	189,697.47
Dog Control Total	2,250.00	0.00	105.00	25.00%	4.67%	2,145.00
Road Use Total	126,344.00	21,889.61	46,723.09	25.00%	36.98%	79,620.91
Street Lighting Total	55,000.00	4,488.21	17,764.08	25.00%	32.30%	37,235.92
Env.Health Services Total	0.00	0.00	111.40	25.00%	0.00%	(111.40)
Library Total	270,302.00	18,070.18	73,589.15	25.00%	27.22%	196,712.85
Parks Total	216,390.00	26,946.43	90,393.77	25.00%	41.77%	125,996.23
Community Center Total	19,000.00	2,176.29	4,677.28	25.00%	24.62%	14,322.72
Economic Development Total	0.00	2,858.14	3,268.14	25.00%	0.00%	(3,268.14)
Mayor Council Total	273,535.00	15,388.58	47,441.51	25.00%	17.34%	226,093.49
Policy Administration	421,375.00	30,947.63	116,619.93	25.00%	27.68%	304,755.07
Elections	3,000.00	0.00	0.00	25.00%	0.00%	3,000.00
City Attorney Total	41,000.00	6,063.88	18,054.30	25.00%	44.03%	22,945.70
City Hall Total	101,665.00	3,334.79	21,846.15	25.00%	21.49%	79,818.85
Other City Government Total	69,300.00	4,000.00	7,933.06	25.00%	11.45%	61,366.94
General Revenues	0.00	0.00	1,400.00	25.00%	0.00%	(1,400.00)
Transfer Total	1,001,000.00	0.00	0.00	25.00%	0.00%	1,001,000.00
General Total	4,032,572.00	269,927.85	820,858.33	25.00%	20.36%	3,211,713.67
Road Use Total	460,389.00	30,122.81	75,889.38	25.00%	16.48%	384,499.62
TIF Total	400,000.00	0.00	0.00	25.00%	0.00%	400,000.00
L.M.I Total	35,000.00	0.00	0.00	25.00%	0.00%	35,000.00
Debt Service Total	137,395.00	0.00	0.00	25.00%	0.00%	137,395.00
Capital Improvements Total	814,793.00	0.00	483,274.20	25.00%	59.31%	331,518.80
Water Total	618,238.00	56,669.84	165,128.83	25.00%	26.71%	453,109.17
Sewer Total	725,892.00	64,410.51	190,505.49	25.00%	26.24%	535,386.51
Total Of All Expenses	7,224,279.00	421,131.01	1,735,656.23	25.00%	24.03%	5,488,622.77

MEETING MINUTES
The City of Polk City
Planning and Zoning Commission
6:00 p.m., Monday, October 19, 2015
City Hall

Polk City, Planning and Zoning Commission (P&Z) held a meeting at 6:00 p.m., on October 19, 2015. The Agenda was posted at the City Hall office as required by law. **These tentative minutes reflect all action taken at the meeting.**

P&Z Commission Members Present:

Deanna Triplett | Pro Tem
Dennis Dietz | P&Z Commission Member
Ron Hankins | P&Z Commission Member
Krista Bowersox | P&Z Commission Member
Justin Vogel | P&Z Commission Member
Doug Sires | P&Z Commission Member

Staff Members Present:

Gary Mahannah | City Administrator
Kathleen Connor | City Engineering Representative
Jenny Gibbons | City Clerk

City Council Liaison Present:

Ron Anderson | Liaison for City Council

P&Z Commission Members Absent:

James Hill | Chair

1. **Call to Order** | Pro Tem Triplett called the meeting to order at 6:01 p.m.
2. **Roll Call** | Dietz, Hankins, Pro Tem Triplett, Bowersox, Vogel, Sires | In attendance
Chair Hill | Absent
3. **Approval of Agenda**
MOTION: A motion was made by Hankins and seconded by Dietz to approve the agenda
MOTION CARRIED UNANIMOUSLY
4. **Audience Items** | No discussion items
5. **Approval of Minutes**
MOTION: A motion was made by Hankins and seconded by Bowersox to approve the minutes
YES: Bowersox, Vogel, Sires, Dietz, Hankins
NO:
ABSTAINED: Triplett
MOTION CARRIED
6. **Plat of Survey for Roger Pearson of 1216 W Broadway**
MOTION: A motion was made by Hankins and seconded by Dietz on the recommendation to Council to approve Plat of Survey for 1216 W Broadway, subject to the City Engineering Review Comments
YES: Dietz, Hankins, Triplett, Bowersox, Vogel,
NO:
ABSTAINED: Sires
MOTION CARRIED

7. **Council Liaison Report** | No report
8. **Staff Report** | No report
9. **Commission Report** | No report
10. **Next Meeting Date** – November 16, 2015
11. **Adjournment** – 6:09 p.m.

Jenny Gibbons – City Clerk

Minutes of the Meeting of
The Polk City Community Library Board of Trustees
July 14, 2015

- I. The Meeting was called to Order by Mike Miller at 6:35 p.m.
Board Members Present: Mike Miller, Corey Hoodjer, Mandy Vogel.
Board Member(s) Absent: Bob Wright, Angel Nelson
Library Director Absent: Kim Kellogg
City Council Liaison Present: Dan Lane

- II. Upon a Motion properly made and seconded, it was voted unanimously to approve the Agenda for this Meeting.

- III. Previous Minutes: Upon a Motion properly made and seconded, it was voted unanimously to approve the Minutes of the Meeting on June 9, 2015.

- IV. Director's Report:
Library Director Kellogg reported to Mike Miller prior to the meeting that:
 1. Early Literacy Station machine are here, staff still testing, would like to do kickoff before school starts, will need to develop a policy for use.
 2. New bookcase has arrived
 3. Still waiting on concrete, will follow up after Four Seasons Festival
 4. \$1,643 was received from County
 5. 282 registered for summer reading program, last day is July 23, Blank Park Zoo will be here.
 6. Suzanne going to all 3 daycares in town, with another 86 kids participating
 7. Two budgets are in packets for review – Ending budget and beginning for 2015/2016
 8. Recommend to place Linda on permanent part-time status. Mike made motion to approve, second by Corey, passed unanimously. Kim will include memo for next City Council meeting.

- V. City Council Liaison Report:
City Councilman Dan Lane reported that:
 1. Religious facilities will no longer be allowed in zone C2.
 2. iPads – City will no longer pay for data plan

3. Approved to have Homeserve Insurance, which will allow homeowners to purchase protection from water line damage. Residents are responsible from the street in (confirm). Will be contacting residents through water bills to notify them of the availability of the insurance.
4. MidAmerican trucks changing out street lighting – better color, less energy consumption
5. Washington/Booth project progressing, end of August target end date
6. City Clerk Jennifer Radcliffe resigned. Will appoint deputy City Clerk as Interim City Clerk, will advertise for new City Clerk.

VI. New Business:

1. Reviewed July work schedule, June expenditures
2. New Policy – Early Childhood Literacy Station – Still in process

VII. Old Business:

None

- VIII. Upon a Motion properly made and seconded, it was noted to adjourn the Meeting at 6:55 p.m.

Next Meeting: August 11, 2015, at 6:30

Respectfully Submitted,

Mandy Vogel, Secretary



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

October 21st, 2015

To: City Council
Cc: Mayor Morse, Gary Mahannah
From: Dan Gubbins, Fire Chief
Re: Fire Department Staff Update

- We have offered part time employment to Keith Maki for the position of paramedic/firefighter. Keith is a full time firefighter/paramedic with Des Moines Fire Department and lives in Ankeny. Keith will start at GS 6, Step 1, or \$14.95 per hour.
- We have also offered part time employment to Eric Dunn for the position of paramedic/firefighter. Eric is the Fire Science program chair at DMACC and also a resident of Ankeny. Eric will start at GS 6, Step 1, or \$14.95 per hour.

Thanks,

A handwritten signature in cursive script that reads "Dan Gubbins".

Dan Gubbins
Fire Chief

REBECCA L. LEONARD

201 N Apache Street • Polk City, Iowa 50023
Mbgleonard@msn.com • (515) 480.4345

August 14, 2015

Jenny Gibbons
City Clerk, Polk City Hall
112 3rd Street
Polk City, Iowa 50226

Dear Ms. Gibbons,

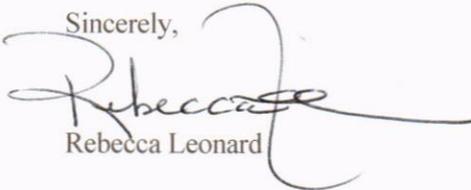
Thank you for the opportunity to express my interest in the Deputy City Clerk position that is posted on the Polk City website. I feel I have the necessary skills and commitment to fulfill this opening.

As a Polk City resident, I was particularly attracted to this position because of my interest in employment in this community and the opportunity to bring my administrative skills and talent to the City of Polk City.

As you will notice on my resume, I have extensive experience and skills that are relevant to this position. My particular expertise is in time management with solid organizational and communication skills with which I will use to help ensure the efficiency of the City Hall's day-to-day operations. I strongly believe my 17 years experience as an administrative professional will bring value to Polk City.

Thank you for your time and consideration in this process. I would appreciate the opportunity to meet with you personally, at your earliest convenience, so that we may discuss how my skills and qualifications can benefit City Hall. I look forward to meeting with you soon.

Sincerely,



Rebecca Leonard

Enclosures

REBECCA L. LEONARD

201 N Apache Street • Polk City, Iowa 50226
Mbgleonard@msn.com • (515) 480.4345

REFERENCES

Mr. Dennis Goering
President/Owner, dhg Productions, Inc & Copy Cat Photocopy Centers
ph. 515-240-5752

Mr. Dave Kissinger
Former Ankeny City Council Member & Mayor Pro tem
ph. 515-491-2049

Ms. Tami McCoy
Former Parks & Recreation Director, City of Polk City
ph. 515-979-8083

Mr. Ben Windust
Senior Manager, Accenture
ph. 515-493-9494

RESOLUTION NO. 2015-80

RESOLUTION TO APPOINT A REPRESENTATIVE AND ALTERNATE REPRESENTATIVE TO THE POLK COUNTY EMERGENCY MANAGEMENT COMMISSION

WHEREAS, the county boards of supervisors, city councils, and school district boards of directors in each county shall cooperate with the homeland security and emergency management division of the department of public defense to establish a local emergency management commission to carry out the provisions Iowa Code Chapter 29C; and

WHEREAS, the commission shall be composed of a member of the board of supervisors or its appointed representative, the sheriff or the sheriff's representative, and the mayor or the mayor's representative from each city within the county; and

WHEREAS, the commission members shall be the operations liaison officers between their jurisdiction and the commission; and

WHEREAS, the commission shall meet regularly to determine the mission of its agency and program and provide direction for the delivery of the emergency management services of planning, administration, coordination, training, and support for local governments and their departments; and

WHEREAS, the commission shall coordinate emergency services in the event of a disaster.

NOW, THEREFORE, BE IT RESOLVED, that Dan Gubbins, Fire Chief is appointed as the Emergency Management Commission Representative; and Roger Sanders, Police Chief, be appointed as the Alternate Representative.

BE IT FURTHER RESOLVED, that the Representative or Alternate Representative attend the Commission meetings on behalf of the City of Polk City, Iowa.

Dated this 26th day of October, 2015

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk

RESOLUTION NO. 2015-81

A RESOLUTION APPROVING THE POLK COUNTY JOINT E911 SERVICE BOARD APPOINTMENT OF THE CITY OF POLK CITY REPRESENTATIVE AND ALTERNATE

WHEREAS, pursuant to Iowa Code 34A there is established in each county a Joint 911 Service Board to provide enhanced 911 emergency telephone communication systems and other emergency 911 notification devices to further the public interest and protect the health, safety, and welfare of the people of Polk County, Iowa; and

WHEREAS, the E911 Service Board shall be a joint undertaking of Polk County and each of the political subdivisions having a public safety agency serving territory within the county E911 service area; and

WHEREAS, the commission members shall be the operations liaison officers between their jurisdiction and the commission; and

WHEREAS, the Iowa Administrative Code Section 605, Chapter 10.3 states that under E911 Service Board, 'The joint E911 service board shall annually submit a listing of members, to include the political subdivision they represent and, if applicable, the associated 28E agreement, to the E911 program manager. A copy of the list shall be submitted within 30 days of adoption of the operating budget for the ensuing fiscal year and shall be on the prescribed form provided by the E911 program manager'; and

WHEREAS, all political subdivisions are being requested to verify their Polk County E911 service member designee and their contact information.

NOW, THEREFORE, BE IT RESOLVED, that Dan Gubbins, Fire Chief is appointed as the City of Polk City's representative on the Polk County E911 Service Board; and Roger Sanders, Police Chief, be appointed as the Alternate Representative.

BE IT FURTHER RESOLVED, that the City of Polk City will submit this Adoption Resolution to the Polk County E911 Service Board to enable this resolution's approval.

Dated this 26th day of October, 2015

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk

HMA RESURFACING
NHSN-415-1(60)--2R-77

LETTING DATE
 07/19/2016

POLK CO.



Highway Division
 PLANS OF PROPOSED IMPROVEMENT ON THE
PRIMARY ROAD SYSTEM
POLK COUNTY
HMA RESURFACING

NW 26th St. to the Barrier Dam

SCALES: As Noted

Refer to the Proposal Form for list of applicable specifications.

Value Engineering Saves. Refer to Article 1105.14 of the Specifications.

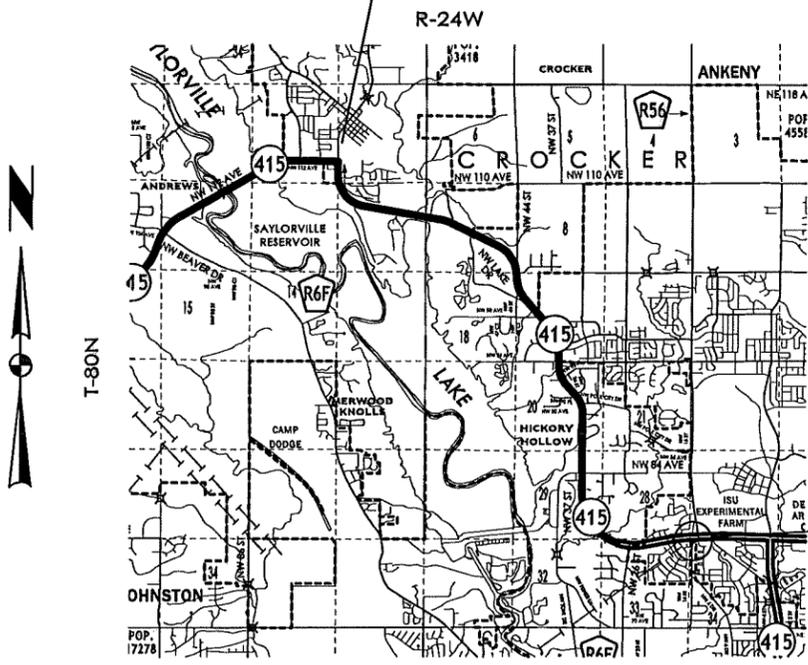


REVISIONS

TOTAL	39
PROJECT IDENTIFICATION NUMBER	
15-77-415-010	
PROJECT NUMBER	
NHSN-415-1(60)--2R-77	
R.O.W. PROJECT NUMBER	

INDEX OF SHEETS	
No.	DESCRIPTION
A Sheets	Title Sheets
A.1	Title Sheet
A.2	Location Map Sheet
B Sheets	Typical Cross Sections and Details
B.1 - 3	Typical Cross Sections and Details
C Sheets	Quantities and General Information
C.1	Project Description
C.1	Estimated Project Quantities
C.1	Estimate Reference Information
C.1	Standard Road Plans
C.1	Index of Tabulations
C.1	Pollution Prevention Plan
C.1	General Notes
C.1	Tabulations (beg. with tab. of incidentals if needed)
D Sheets	Mainline Plan and Profile Sheets
D.1 - 26	As Built Plans and Profile Sheets
J Sheets	Traffic Control and Staging Sheets
J.1	Traffic Control Plan, Staging Notes
* J.2	Staging Legend & Symbol Info. Sheet
* J.3 - 4	Staging and Traffic Control Sheets
T Sheets	Earthwork Quantity Sheets
T.1	Earthwork Quantity Sheets
W Sheets	Mainline Cross Sections
W.1	Cross Sections Legend & Symbol Information Sheet
W.2 - 32	Mainline Cross Sections
	* Color Plan Sheets

END PROJECT (EOP)
MP 13.11



For Detailed Project Location Map
 Refer to Sheet No. A.2

BEGIN PROJECT (BOP)
MP 6.06

DESIGN DATA RURAL			
2017	AADT	8,800	V.P.D.
2037	AADT	12,600	V.P.D.
20--	DHV	--	V.P.H.
	TRUCKS	5	%
	Total		
	Design ESALs	--	

INDEX OF SEALS		
SHEET NO.	NAME	TYPE
A.1	Tony J. Gustafson	Primary Signature Block

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

Signature _____ Date _____

Tony J. Gustafson

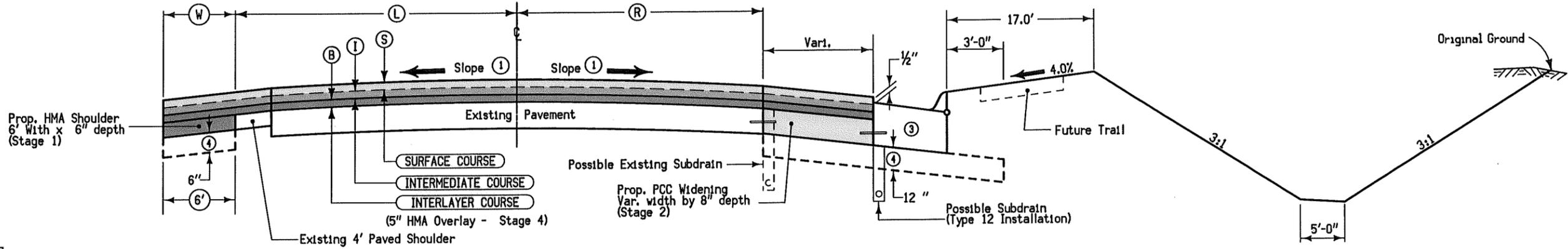
Printed or Typed Name

My license renewal date is December 31, 20 15.

Pages or sheets covered by this seal: _____

DESIGN RATES	
ITEM	RATE
Surface Course	145 lbs./cu. ft.
Intermediate Course	145 lbs./cu. ft.
Tack Coat	0.05 gal./sq. yd.

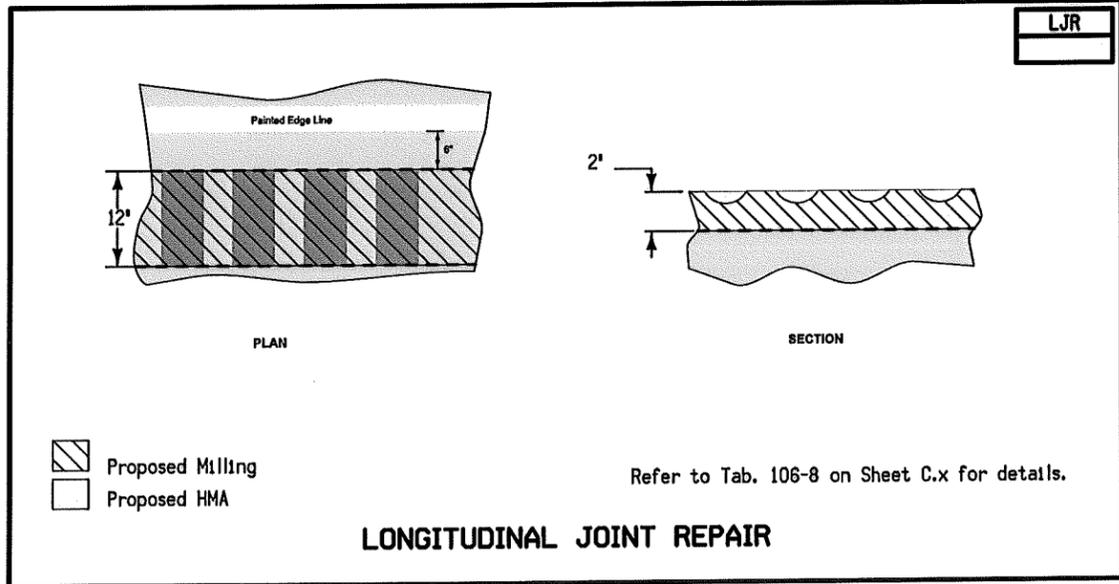
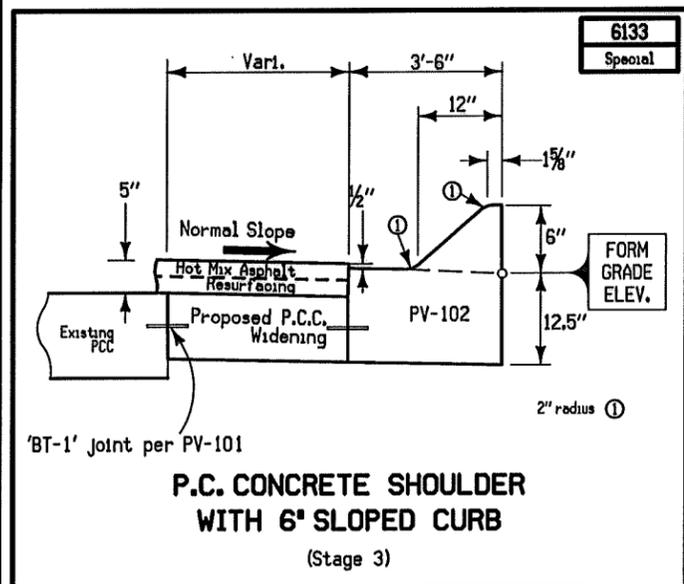
- Notes:
- Finished slope shall match existing pavement except that the maximum allowable slope is 3.0%, minimum allowable slope is 2.0%. Section may be modified as directed by the Engineer through areas of special shaping.
 - Tack Coat estimated for 2 applications (Not a bid item).
 - Proposed Special Typical 6133 on sheet B.4, for Stage 3 Curb and Gutter Details.
 - Proposed Special Backfill

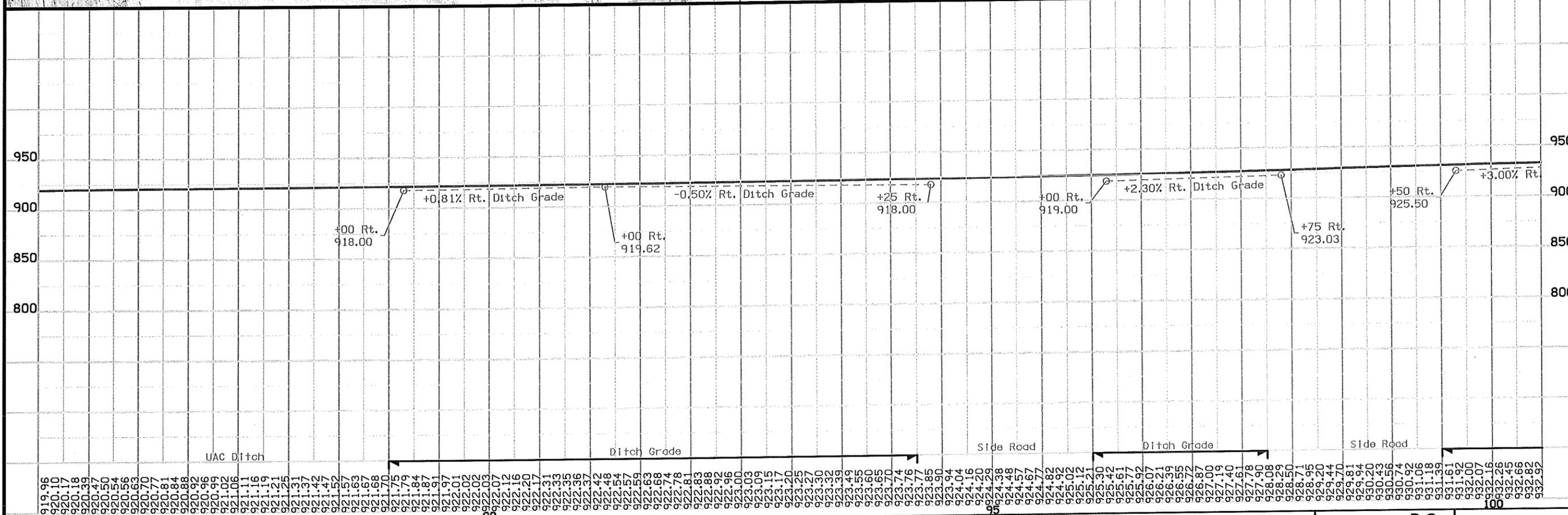
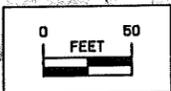
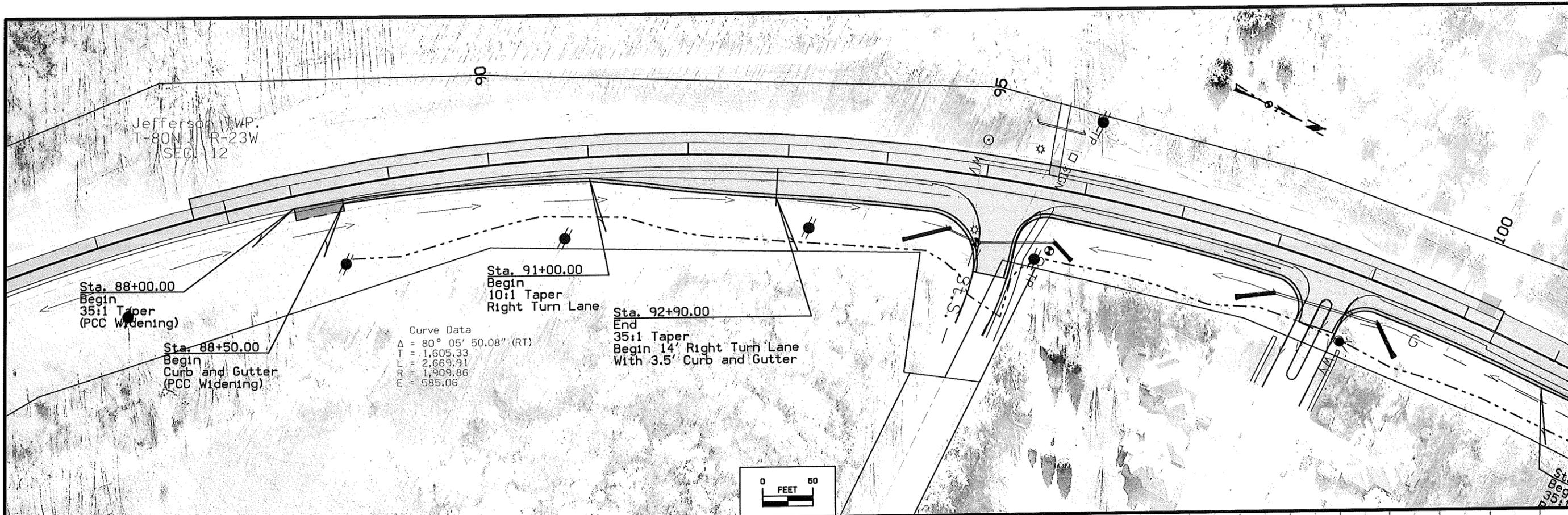


- Proposed HMA Surfacing Course
- Proposed HMA Intermediate Course
- Proposed HMA Base or Interlayer Course
- Proposed PCC Widening

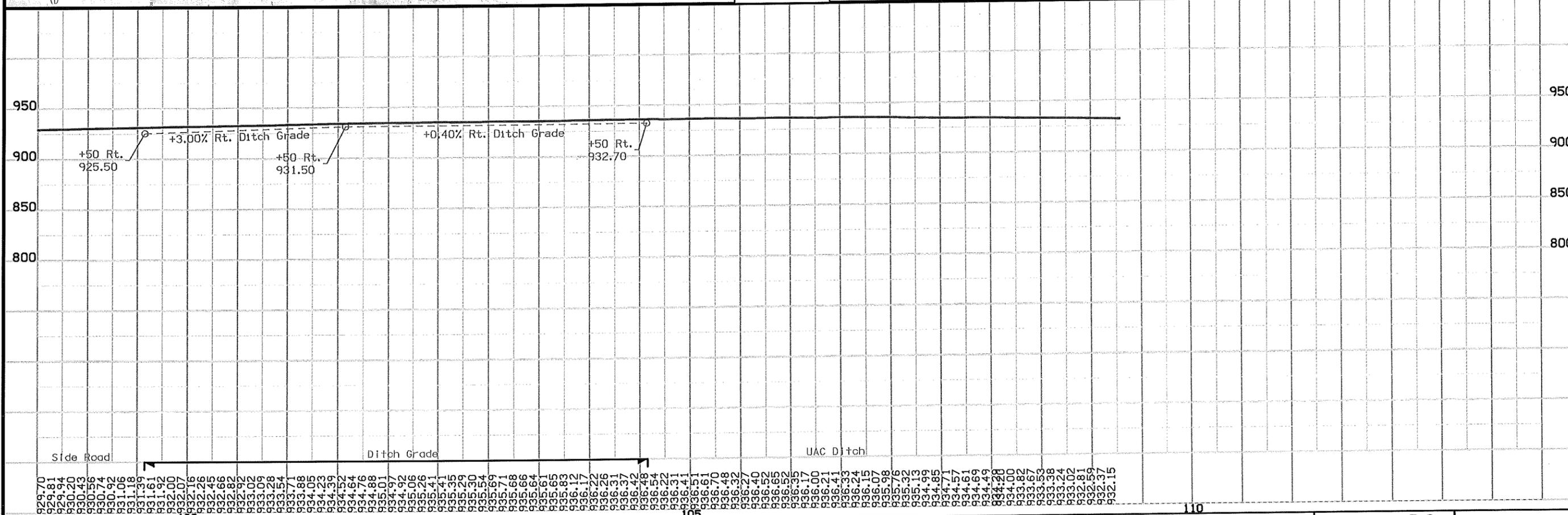
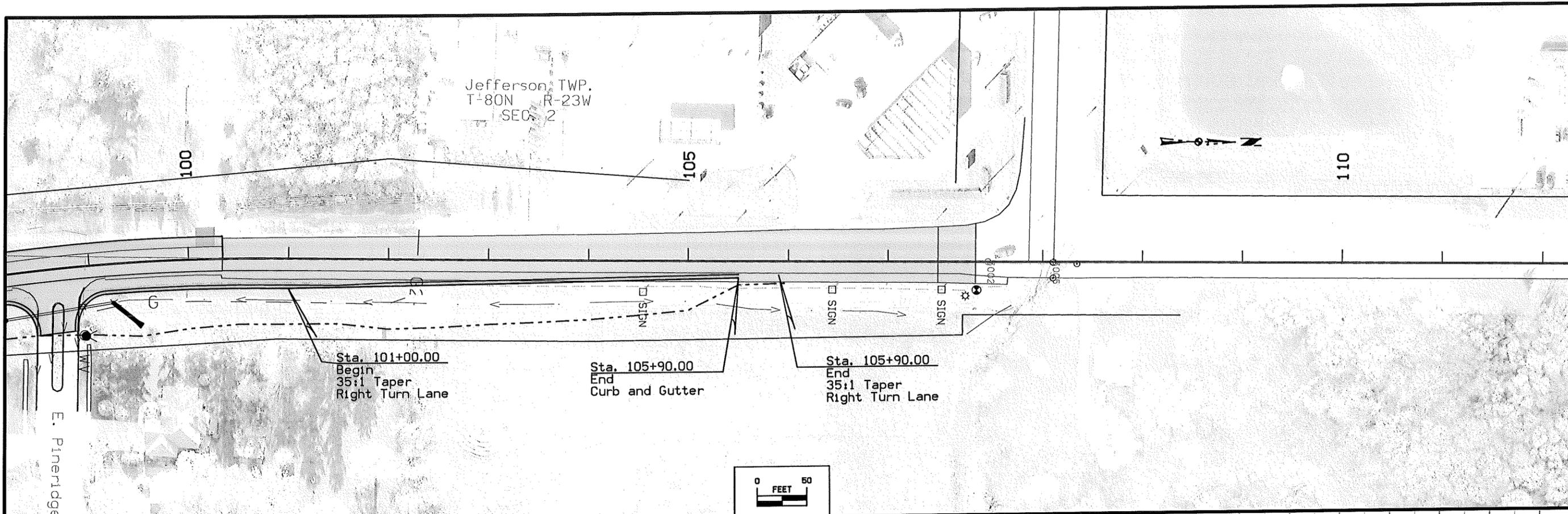
Location		S	I	B	L	R	W	Remarks
Road Identification	Milepost To Milepost	Inches	Inches	Inches	Feet	Feet	Feet	
IA 415	12.45± 12.87±	2	2	1	*16.0	12.0	6.0	* includes 4' shoulder

**TYPICAL CROSS SECTION
PCC PAVED SHOULDER WITH
STANDARD CURB and HMA RESURFACING**





FILE NO.	ENGLISH	DESIGN TEAM	GUSTAFSON \ RINGGENBERG	POLK COUNTY	PROJECT NUMBER	NHSN-415-1(60)--2R-77	SHEET NUMBER	D.2
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FILE NO.	ENGLISH	DESIGN TEAM	GUSTAFSON \ RINGGENBERG	POLK COUNTY	PROJECT NUMBER	NHSN-415-1(60)--2R-77	SHEET NUMBER	D.3
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IOWADOT
 STAGE 1
 NHSN-415-1(60)--2R-77
 POLK COUNTY
 HMA SHOULDER LEFT



IOWADOT
 STAGE 2 & 3
 NHSN-415-1(60)--2R-77
 POLK COUNTY
 PCC WIDENING, CURB & GUTTER & GRADING

FILE NO.	ENGLISH	DESIGN TEAM GUSTAFSON \ RINGGENBERG	POLK COUNTY	PROJECT NUMBER NHSN-415-1(60)--2R-77	SHEET NUMBER J.3
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 STAGE 4

 NHSN-415-1(60)--2R-77

 POLK COUNTY

 HMA OVERLAY AND FINAL PAVEMENT MARKINGS

FILE NO.	ENGLISH	DESIGN TEAM GUSTAFSON \ RINGGENBERG	POLK COUNTY	PROJECT NUMBER	NHSN-415-1(60)--2R-77	SHEET NUMBER	J.4
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3:44:26 PM 10/1/2015 rringge pwi\projectwise.dot.int.lan\pwworkspace\Documents\Projects\7741501015\DistrictDesign\77415060J2.sht

RESOLUTION NO. 2015-76

A RESOLUTION ACCEPTING THE PUBLIC IMPROVEMENTS FOR LOST LAKES ESTATES PLAT 2.

WHEREAS, the Construction Drawings for Lost Lakes Estates Plat 2 were approved by the City Council of Polk City on June 22, 2015; and

WHEREAS, the Developer of Lost Lakes Estates Plat 2 has completed the Public Improvements, including punchlist items, installed in connection therewith; and

WHEREAS, The Underground Company, Ltd. has provided a 4-year maintenance bond in the amount of \$303,484.00 for water mains, sanitary sewers, storm sewers, services, and appurtenances; and

WHEREAS, Sternquist Construction, Inc. has provided a 4-year maintenance bond in the amount of \$174,259.55 for reinforced PCC pavement

WHEREAS, the start date for the maintenance period for each of the aforementioned bonds will begin on the date of Council approval of this Resolution; and

WHEREAS, the requirement for a Sidewalk Bond is hereby waived since such sidewalks shall be constructed in conjunction with Building Permits; and

WHEREAS, Civil Design Advantage has provided Record Drawings showing the as-built location of all improvements and certification of a Land Surveyor that all property corner monuments are in place as indicated on the final plat; and

WHEREAS, the City Engineer has reviewed said public improvements and finds them to be satisfactorily completed in substantial conformance with Polk City's Subdivision Regulations and the Statewide Urban Design and Specifications, and recommends acceptance of said public improvements.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa that the Public Improvements completed by the Developer in connection with Lost Lakes Estates Plat 2 are hereby accepted.

PASSED AND APPROVED the 26th day October 2015.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk

RESOLUTION NO. 2015-77

**A RESOLUTION APPROVING THE FINAL PLAT INCLUDING EASEMENTS,
RIGHT-OF-WAY AND LOT TIE AGREEMENTS FOR LOST LAKE ESTATES
PLAT 2.**

WHEREAS, Diamond Development LLC., 309 E. 1st Street, Ankeny, Iowa, submitted a Final Plat including easements, right-of-way dedication and legal documents for Lost Lake Estates Plat 2; and

WHEREAS, on September 21, 2015, the Polk City Planning and Zoning Commission met and recommended approval of the Final Plat for Lost Lake Estates Plat 2; and

WHEREAS, the public improvements associated with Lost Lake Estates Plat 2 were accepted by Resolution 2015-76 of City Council on _____; and

WHEREAS, the City Engineer and the City Attorney have reviewed the Final Plat and all necessary legal documents including the deeds, easements and record of lot tie agreements permanently tying Lot 23 to Outlot X and Lot 24 to Outlot Y and recommend approval of said plat.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa hereby accepts the recommendations of the Planning and Zoning Commission, the City Engineer and the City Attorney and deems it appropriate to approve the Final Plat, easements, agreements and right-of-way for Lost Lake Estates Plat 2.

PASSED AND APPROVED the 26th day October 2015.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk



FINAL PLAT

Date: October 21, 2015
Project: Lost Lakes Estates Plat 2

Prepared by: Kathleen Connor
Project No.: 115.0454.01

GENERAL INFORMATION:

Applicant: Diamond Development LLC
(Bresson Construction, Inc.)

Zoning: R-1A (Restricted)

Location: West of N. Broadway,
North of Lost Lakes
Estates Plat 1

Size: 14.72 acres

Parcels: 29 lots: single-family detached
Lots A, BC (Street ROW)



BACKGROUND & DESCRIPTION:

Lost Lake Estates was rezoned to R-1A (Restricted) to allow for smaller, 30' deep front yards. However, all lots are restricted to a minimum width of 80 feet, minimum area of 9400 square feet, and minimum rear yard setback of 35 feet.

The Preliminary Plat for Lost Lakes Estates was approved by City Council on August 26, 2013 and covered both Plats 1 and 2. Lost Lake Estates Plat 2 is delineated in yellow on the aerial photo above. Outlots have been created on the rear of Lots 23 and 24 to eliminate the requirement for flood insurance for the dwellings on those lots. These Outlots will be permanently tied to the adjoining lot so they cannot be sold independently of the buildable lot.

The public improvements associated with this plat include the paving of the extension of Lost Lakes Drive and Meadow Lark Drive as well as associated water main, sanitary sewer, storm sewer and service lines. The detention basin serving both plats was graded with Plat 1 and now resides in an easement on the rear of Lots 9-11. Construction of the public improvements is substantially complete, in accordance with the approved construction drawings with the exception of a couple minor items included on the Punchlist dated October 21, 2015. The developer plans to complete these items before next Monday so that City Council will be in a position to accept the public improvements at that meeting; and prior to City Council approval of the Final Plat.

The parkland dedication for Plat 2 was fulfilled by the 2.33-acre park platted and transferred to the City in conjunction with Lost Lakes Estates Plat 1.

The Planning & Zoning Commission reviewed the Final Plat on September 21, 2015, and recommended approval subject to all review comments being addressed.

FINAL PLAT REVIEW COMMENTS:

A. Final Plat.

Submittal #6b addresses all comments on the Final Plat.

B. Legal Documents. Prior to City Council consideration of this Final Plat, all legal documents, shall be reviewed and approved by the City Attorney prior to this item being placed on the Council agenda. These documents, and related comments, are as follows:

1. *Easement documents* for all public and private easements shown on the Final Plat, revised per the City Attorney's comments.
 - a. Water Main Easement
 - b. Sanitary Sewer Easement
 - c. Storm Sewer Easement
 - d. Overland Flowage Easement
 - e. Private Detention Easement
 - f. Buffer Easement
 - g. Recreational Trail Easement
 - h. Public Utility Easement
2. A copy of the recorded *Protective Covenants* and *Homeowners Association* documents, if any, will need to be provided to City Hall so they are available for future reference.
3. *Record of Lot Tie Agreements* will need to be signed which permanently tie Outlot X to Lot 23 and Outlot Y to Lot 24.
4. *Platting legal documents* including Title Opinion, Consent to Plat, Mortgagee's Consent, and Certificate of Treasurer.
5. A *Warranty Deed* for dedication of Lots A, B and C along with Groundwater Hazard Statement.

C. Public Improvements Acceptance. Prior to Final Plat approval, City Council will need to accept the public improvements associated with this plat. As a result, all items on the Punchlist dated October 21, 2015 will need to be completed before Monday, October 26, 2015 in order for the Final Plat to remain on the Council agenda.

The developer's contractors have provided four-year Maintenance bonds for the public improvements prior to acceptance.

1. 4-year Maintenance Bond in the amount of \$303,484.00 from The Underground Company for water mains, sanitary sewers, storm sewers, appurtenances, and services.
2. 4-year Maintenance Bond in the amount of \$174,259.55 from Sternquist Construction for 6" reinforced pcc pavement.

Street lights have not yet been installed, therefore the developer has provided a copy of their signed contract with MidAmerican Energy covering their installation.

The developer's engineer has provided as-built Record Drawings and certification by a Land Surveyor that all property corners have been set.

RECOMMENDATION:

Based on completion of all items on the punchlist dated October 21, 2015; we recommend City Council acceptance of the public improvements associated with Lost Lakes Estates Plat 2, including acceptance of the abovementioned 4-year Maintenance Bonds. The start date of these bonds shall be the date of Council acceptance of the public improvements.

We further recommend Council approval of the Final Plat for Lost Lakes Estates Plat 2, subject to the following:

1. Prior acceptance of the aforementioned public improvements.
2. The City Attorney's approval of the revised legal documents, including easements, Record of Lot Tie agreements, and platting documents.
3. Payment to the City Clerk for the Final Plat application fee, all review fees, and reimbursement for street signs.

Prepared By: Stacey C. Rogers, 210 NE Delaware Avenue, Suite 200, Ankeny, Iowa 50021; (515) 964-8777
Return to: Stacey C. Rogers, 210 NE Delaware Avenue, Suite 200, Ankeny, Iowa 50021

RECORD OF LOT TIE

WHEREAS, Diamond Development, LLC, an Iowa Limited Liability Company (“Diamond”), is the Owner of real estate described as:

Lot 23 in LOST LAKE ESTATES PLAT 2, an Official Plat, now included in and forming a part of the City of Polk City, Polk County, Iowa

(“Building Lot Parcel” or “Lot 23”);

WHEREAS, Diamond has developed the Building Lot Parcel for a residential dwelling;
and,

WHEREAS Diamond is also the Owner of real estate adjacent to the Building Lot Parcel described as:

OUTLOT ‘X’ in LOST LAKE ESTATES PLAT 2, an Official Plat, now included in and forming a part of the City of Polk City, Polk County, Iowa

(the “Adjacent Parcel”) (collectively with the Building Lot Parcel, “Parcels”).

WHEREAS, the City Council of Polk City approved a Final Plat for Lost Lakes Estates Plat 2, an official plat now included in and forming a part of the City of Polk City, Polk County, Iowa;

WHEREAS, Civil Design Advantage has determined that Lot 23 lies entirely outside the Zone A floodplain as established on the 1984 Flood Insurance Rate Map (FIRM) currently in effect; and

WHEREAS, the property Owner is desirous of combining the separate tax parcels for the Building Lot Parcel and the Adjacent Parcel; and,

WHEREAS, the creation of two separate parcels was for purposes of achieving and furthering the platting and development process in a timely manner, but not for purposes of sale, zoning, development, or other treatment of either Parcel individually from the other; and,

WHEREAS, the Owner is desirous of entering into this Lot Tie Agreement to be recorded in the Land Title Records of the Recorder of Polk County, Iowa, binding the Building Lot Parcel and Adjacent Parcel together and further restricting that there shall not be a sale or division of ownership between the two Parcels; and,

WHEREAS, the Polk County Assessor should combine the Parcels for tax purposes subject to the provisions of this Lot Tie Agreement; and,

NOW, THEREFORE, the following constitutes the agreement between the Owner and Polk City:

Diamond (hereinafter referred to as "Owner"), is the Owner of record of the above-described Parcels and as Owner of the above-described Parcels does hereby impose the following restrictions:

1. That the Adjacent Parcel is now irrevocably joined to the Building Lot Parcel and for purposes of platting, zoning, taxation, and use shall be treated as a single parcel.
2. That no portion of said Parcels shall be transferred, sold, or conveyed independent of the remainder of the Parcels, without the express permission by resolution of the Polk City Planning and Zoning Commission.
3. That all required setbacks for front yards, rear yards and side yards, as well as open space requirements and green space requirements have been calculated and measured upon the conjoined Parcels as a whole and shall be continued to be treated as one conjoined Parcel for such purposes.
4. Owner agrees that if the Owner desires to sell any portion of the above-described Parcels at any time in the future, the entirety of both Parcels must be conveyed by a single conveyance to a single owner. In the event it is the desire of the Owner to convey any part of the above Parcels and not the entirety of the Parcels, that they must first make application for a proper property split within the meaning of the Planning and Zoning Ordinance of Polk City, Polk County Iowa, and subject to the approval, conditions and restrictions of the Polk City Planning and Zoning Ordinance or ordinance of any other applicable municipal jurisdiction then in effect and said conveyance shall not be allowed until such time as full compliance is obtained.

This Agreement shall be subject to the following additional terms and conditions:

1. AGREEMENT RUNS WITH LAND. This Lot Tie Agreement shall be deemed to run with the land. It shall be binding on the Grantor and Grantor's heirs, lessees, occupants, successors, and assigns.
2. APPROVAL BY POLK CITY. This Agreement shall not be binding until it has received the final approval and acceptance of the Polk City Council by resolution which approval and acceptance shall be noted on this Agreement by the Clerk of the Polk City, Polk County, Iowa.

Owner does HEREBY COVENANT with Polk City that Owner holds said real estate described in this Agreement by title in fee simple; that Owner has good and lawful authority to convey the same; and that said Owner covenants to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Agreement.

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

Dated: _____, 2015.

**Diamond Development, L.L.C.
An Iowa Limited Liability Company**

By: _____
Darryl Bresson, Manager

By: _____
Angela Bresson, Manager

STATE OF IOWA)
) ss:
COUNTY OF POLK)

This instrument was acknowledged before me on this ____ day of _____, 2015, by Darryl Bresson, Manager and Angela Bresson, Manager, being all the Managers of Diamond Development, L.L.C., and having authority to bind the same.

Notary Public in and for the State of Iowa

ACCEPTANCE BY CITY

STATE OF IOWA)
) ss:
COUNTY OF POLK)

I, Jenny Gibbons, City clerk of the City of Polk City, Iowa, do hereby certify that the within and foregoing Agreement was duly approved and accepted by the City Council of the City of Polk City, Iowa, by Resolution No. _____, passed on the _____ day of _____, 2015, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2015.

Jenny Gibbons, City Clerk

Prepared By: Stacey C. Rogers, 210 NE Delaware Avenue, Suite 200, Ankeny, Iowa 50021; (515) 964-8777
Return to: Stacey C. Rogers, 210 NE Delaware Avenue, Suite 200, Ankeny, Iowa 50021

RECORD OF LOT TIE

WHEREAS, Diamond Development, LLC, an Iowa Limited Liability Company (“Diamond”), is the Owner of real estate described as:

Lot 24 in LOST LAKE ESTATES PLAT 2, an Official Plat, now included in and forming a part of the City of Polk City, Polk County, Iowa

(“Building Lot Parcel” or “Lot 24”);

WHEREAS, Diamond has developed the Building Lot Parcel for a residential dwelling;
and,

WHEREAS Diamond is also the Owner of real estate adjacent to the Building Lot Parcel described as:

OUTLOT ‘Y’ in LOST LAKE ESTATES PLAT 2, an Official Plat, now included in and forming a part of the City of Polk City, Polk County, Iowa

(the “Adjacent Parcel”) (collectively with the Building Lot Parcel, “Parcels”).

WHEREAS, the City Council of Polk City approved a Final Plat for Lost Lakes Estates Plat 2, an official plat now included in and forming a part of the City of Polk City, Polk County, Iowa;

WHEREAS, Civil Design Advantage has determined that Lot 24 lies entirely outside the Zone A floodplain as established on the 1984 Flood Insurance Rate Map (FIRM) currently in effect; and

WHEREAS, the property Owner is desirous of combining the separate tax parcels for the Building Lot Parcel and the Adjacent Parcel; and,

WHEREAS, the creation of two separate parcels was for purposes of achieving and furthering the platting and development process in a timely manner, but not for purposes of sale, zoning, development, or other treatment of either Parcel individually from the other; and,

WHEREAS, the Owner is desirous of entering into this Lot Tie Agreement to be recorded in the Land Title Records of the Recorder of Polk County, Iowa, binding the Building Lot Parcel and Adjacent Parcel together and further restricting that there shall not be a sale or division of ownership between the two Parcels; and,

WHEREAS, the Polk County Assessor should combine the Parcels for tax purposes subject to the provisions of this Lot Tie Agreement; and,

NOW, THEREFORE, the following constitutes the agreement between the Owner and Polk City:

Diamond (hereinafter referred to as "Owner"), is the Owner of record of the above-described Parcels and as Owner of the above-described Parcels does hereby impose the following restrictions:

1. That the Adjacent Parcel is now irrevocably joined to the Building Lot Parcel and for purposes of platting, zoning, taxation, and use shall be treated as a single parcel.
2. That no portion of said Parcels shall be transferred, sold, or conveyed independent of the remainder of the Parcels, without the express permission by resolution of the Polk City Planning and Zoning Commission.
3. That all required setbacks for front yards, rear yards and side yards, as well as open space requirements and green space requirements have been calculated and measured upon the conjoined Parcels as a whole and shall be continued to be treated as one conjoined Parcel for such purposes.
4. Owner agrees that if the Owner desires to sell any portion of the above-described Parcels at any time in the future, the entirety of both Parcels must be conveyed by a single conveyance to a single owner. In the event it is the desire of the Owner to convey any part of the above Parcels and not the entirety of the Parcels, that they must first make application for a proper property split within the meaning of the Planning and Zoning Ordinance of Polk City, Polk County Iowa, and subject to the approval, conditions and restrictions of the Polk City Planning and Zoning Ordinance or ordinance of any other applicable municipal jurisdiction then in effect and said conveyance shall not be allowed until such time as full compliance is obtained.

This Agreement shall be subject to the following additional terms and conditions:

1. AGREEMENT RUNS WITH LAND. This Lot Tie Agreement shall be deemed to run with the land. It shall be binding on the Grantor and Grantor's heirs, lessees, occupants, successors, and assigns.
2. APPROVAL BY POLK CITY. This Agreement shall not be binding until it has received the final approval and acceptance of the Polk City Council by resolution which approval and acceptance shall be noted on this Agreement by the Clerk of the Polk City, Polk County, Iowa.

Owner does HEREBY COVENANT with Polk City that Owner holds said real estate described in this Agreement by title in fee simple; that Owner has good and lawful authority to convey the same; and that said Owner covenants to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Agreement.

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

Dated: _____, 2015.

**Diamond Development, L.L.C.
An Iowa Limited Liability Company**

By: _____
Darryl Bresson, Manager

By: _____
Angela Bresson, Manager

STATE OF IOWA)
) ss:
COUNTY OF POLK)

This instrument was acknowledged before me on this ____ day of _____, 2015, by Darryl Bresson, Manager and Angela Bresson, Manager, being all the Managers of Diamond Development, L.L.C., and having authority to bind the same.

Notary Public in and for the State of Iowa

ACCEPTANCE BY CITY

STATE OF IOWA)
) ss:
COUNTY OF POLK)

I, Jenny Gibbons, City clerk of the City of Polk City, Iowa, do hereby certify that the within and foregoing Agreement was duly approved and accepted by the City Council of the City of Polk City, Iowa, by Resolution No. _____, passed on the _____ day of _____, 2015, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2015.

Jenny Gibbons, City Clerk

POLK CITY: LOST LAKES ESTATES PLAT 2
PUNCH LIST
WALK-THRU: 10/7/15
REVISED: 10/21/15

The following items shall be completed prior to Council acceptance of the public improvements:

Contractor Items:

1. ~~Trim joint sealant in transverse joint near Lot 13.~~
2. ~~Repair sealant near Lot corner Lots 11/12.~~
3. ~~Remove plastic covering from truncated domes.~~
4. Install cap on subdrain clean out east side, end of Lost Lakes Drive.
5. ~~Replace diamond end of road marker at the end of Lost Lakes Drive.~~
6. ~~Place silt fence or erosion control around perimeter of earth stock pile north of this plat.~~
7. ~~Jet lines and clean out sanitary manhole inverts MH P EX 3 to 2 manholes downstream to remove debris flushed down line previously.~~
8. Provide all concrete materials test results and cores thickness data to Snyder & Associates' engineer Laura Lamberty for review and approval.
9. ~~Provide a "Service Locates" table listing water, sanitary sewer and sump service locations for each lot, measured from specified lot corners.~~
10. ~~Provide 4 year Maintenance bonds for the water main, sanitary sewer, storm sewer, appurtenances and services and for the pavement.~~

Engineering Items:

1. ~~Provide revised as built Record Drawings, including as built spot elevations of swale flowlines on Lots 12-16. Submittal shall include 3 signed copies of full size plan sets and one pdf plan set.~~
2. ~~Provide statement that as built swales fulfill the requirements of the SWMP.~~
3. ~~Provide CADD file of all public improvements so improvements can be added to Polk City's GIS database.~~
4. ~~Provide surveyor's certification all property corners have been set.~~

Developer Items:

1. ~~Provide a copy of the signed contract with MidAmerican Energy for electrical distribution system and street lights.~~
2. ~~Coordinate with Post Office for installation of cluster mailboxes, or provide copy of contract/check to Post Office for said installation.~~
3. ~~Contact Kathleen for punch list update when all contractor items have been addressed. (\$200 fee per update required.)~~
4. Reimburse City for cost of all street signs.
5. Engineering review fees must be paid in full.

Attendance: Mike Schulte, City of Polk City; Darryl Bresson, Developer; Deb Beck & Laura Lamberty, Snyder & Associates; Erin Ollendike, CDA; Pat & Brandon , Underground Co.

RESOLUTION NO. 2015-78

**A RESOLUTION APPROVING THE PLAT OF SURVEY AND RECORD OF
LOT TIE AGREEMENT FOR PEARSON'S AT 1216 W BROADWAY**

WHEREAS, Roger and Kathleen Pearson at 1216 W Broadway and Bonnie Doron at 1260 W Broadway have agreed to transfer ownership of Parcel "A" of Lot 1, Black Forest Plat No. 1 (see exhibit 1) to enlarge the property locally known as 1216 W Broadway Street; and

WHEREAS, on October 19, 2015, the Polk City Planning and Zoning Commission met and recommended approval of the Plat of Survey for Pearson's at 1216 W Broadway; and

WHEREAS, the City Engineer and the City Attorney have reviewed the Plat of Survey and all necessary legal documents including the record of lot tie agreement permanently tying Parcel "A" and Outlot "B" to Lot 25 (see exhibit 2) and recommend approval.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa hereby accepts the recommendations of the Planning and Zoning Commission, the City Engineer and the City Attorney and deems it appropriate to approve the Plat of Survey and Lot Tie Agreement for Pearson's at 1216 W Broadway.

PASSED AND APPROVED the 26th day October 2015.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk



PLAT OF SURVEY

Date: October 1, 2015
Project: Pearson Plat of Survey

Prepared by: Kathleen Connor
Project No.: 115.0848.01

GENERAL INFORMATION:

Applicant: Roger W. Pearson & Kathleen L. Pearson
Property Owner: Bonnie Doron
Requested Action: Approval of Plat of Survey
Location: 1260 W. Broadway (aka Lot 1 of Black Forest Plat No. 1)
Parcel "A" Size: 0.02 acres
Remnant Size: 0.66 acres
Current Zoning: R-1 Single Family Detached Residential



PROJECT DESCRIPTION:

On behalf of the applicant, Campbell Engineering & Surveying has prepared the enclosed Plat of Survey that splits off Parcel "A" from Lot 1 of Black Forest Plat No. 1. This lot is located at 1260 W. Broadway and is owned by Bonnie Doran. Ownership of Parcel "A" will be transferred to Roger and Kathleen Pearson, owners of the adjacent property located at 1216 W. Broadway (aka Lot 25 of 'Corrected Plat of Lots 12,13,14, & 25 of Forest Heights Plat Two').

The purpose of this Plat of Survey is to enlarge the Pearson's property, thus providing them with a larger front yard along W. Broadway. Both 1216 W. Broadway and 1260 W. Broadway will continue to conform to the bulk regulations of the R-1 District following this property transfer.

There is currently one driveway serving 1216 W. Broadway. No new driveways will be permitted on Parcel "A" or on Outlot B, a small triangular parcel located southeast of Parcel "A" already owned by the Pearson's. No building permits shall be issued for either Parcel "A" or Outlot B.

A Record of Lot Tie Agreement shall be required that permanently consolidates both Parcel "A" and Outlot B with Lot 25. This Agreement has been prepared by the City and provided to the applicant and will need to be signed by Bonnie Doron as current property owner. This document will also need to be signed by Roger W. & Kathleen L. Pearson as future owners of Parcel "A" and current owners of Outlot B and Lot 25. Bonnie Doran, Roger Pearson and Kathleen Pearson prior to Council approval.

Polk City Code requires any parcel of land being divided into two or more parcels to be a subdivision. However, since there are no public improvements associated with this minor land division, we recommend this requirement be waived, provided all review comments are addressed.

We understand all application fees and review fees have been paid in full.

REVIEW COMMENTS:

Submittal #2 addresses all review comments related to the drawing.

RECOMMENDATION:

We recommend approval of the Plat of Survey for Parcel "A" subject to the following:

1. Prior to this item being placed on the Council agenda, the applicant shall provide a copy of the Record of Lot Tie Agreement that has been signed by and notarized for Bonnie Doran, Roger Pearson and Kathleen Pearson.
2. Provision to the City Clerk of a recorded copy of the Plat of Survey and Record of Lot Tie Agreement following their recordation.

Legal Description - Parcel "A"

Part of Lot 1, Black Forest Plat No. 1, an Official Plat forming a part of Polk City, Polk County, Iowa, and more particularly described as follows: Commencing at the Southwest corner of said Black Forest Plat No. 1; thence N90°00'00"E, 479.14 feet (Recorded as 478.84 feet) along the South line of said Plat to the Point of Beginning, said point being the Southeast corner of Lot 1 of said Plat; thence S90°00'00"W, 34.90 feet along the South line of said Lot 1; thence N36°38'55"E, 48.61 feet to the Northeasterly line of said Lot 1 and Southwesterly right-of-way line of West Broadway Street as it presently exists; thence 28.02 feet along a 3782.42 ft. radius curve to the right having a central angle of 00°25'28", chord for said curve being S51°26'36"E, 28.02 feet to the Northeasterly corner of said Lot 1; thence S36°38'55"W, 26.85 feet to the Point of Beginning and containing 0.02 acres (1057 square feet); subject to and together with any and all easements of record.

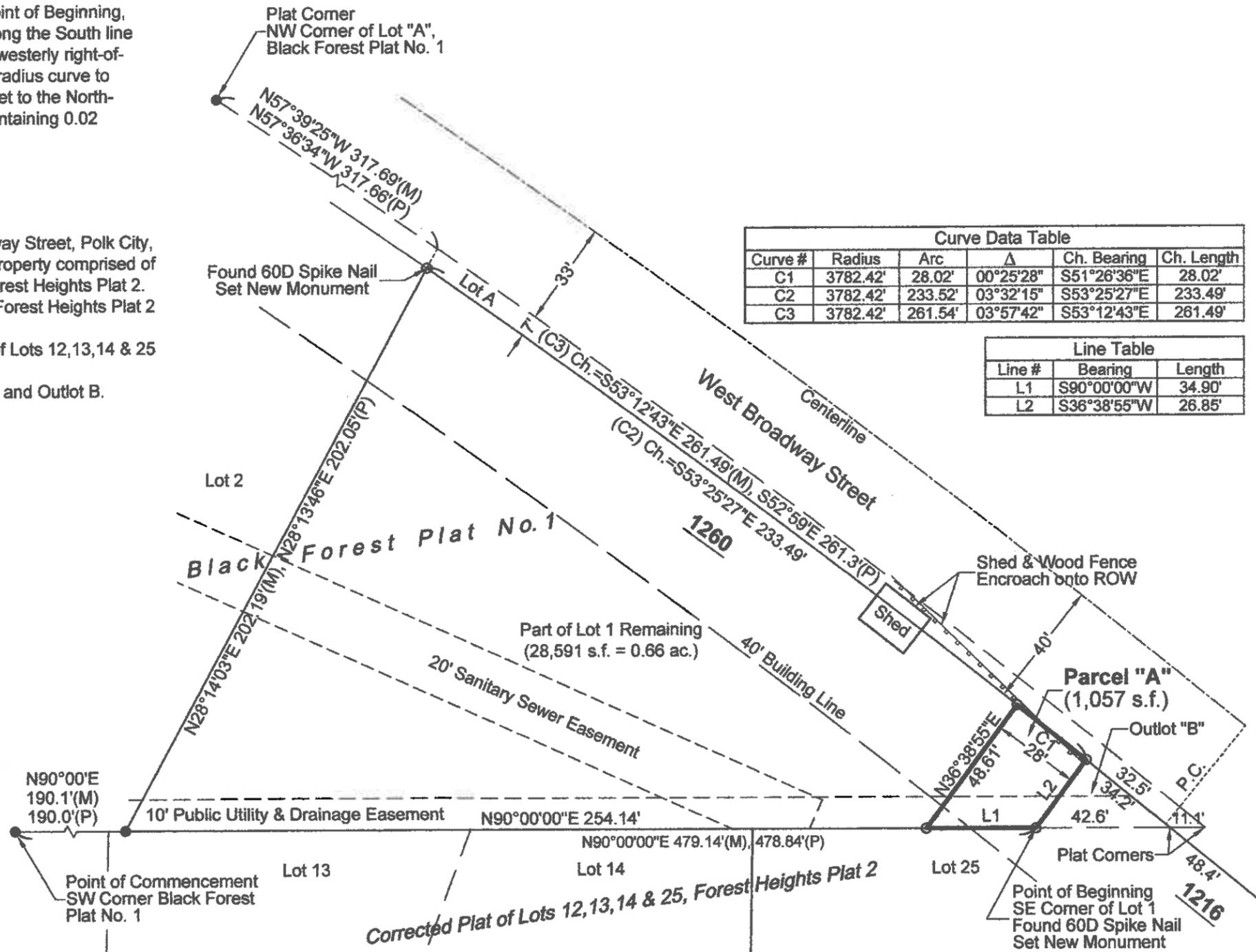
Notes:

- 1.) The purpose of this survey is to enlarge the property locally known as 1216 W. Broadway Street, Polk City, Iowa, by adding the proposed Parcel "A" of Lot 1, Black Forest Plat No. 1 to the current property comprised of Outlot "B", Black Forest Plat No. 1 and Lot 25, Corrected Plat of Lots 12, 13, 14 & 25 of Forest Heights Plat 2.
- 2.) Parcel "A" shall be permanently tied to Lot 25 of Corrected Plat of Lots 12, 13, 14 & 25 of Forest Heights Plat 2 (1216 W. Broadway St.).
- 3.) Outlot B of Black Forest Plat No. 1 shall be permanently tied to Lot 25 of Corrected Plat of Lots 12, 13, 14 & 25 of Forest Heights Plat 2 (1216 W. Broadway St.).
- 4.) No building permit for any structure, other than fences, shall be issued for said Parcel "A" and Outlot B.
- 5.) No new driveways shall be permitted for said Parcel "A" and Outlot B.



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

Signed: Brian R. Campbell
 Brian R. Campbell, P.E., P.L.S.
 Date: 10/24/2015 Lic. No. 12846
 *My license renewal date is December 31, 2015.



Legend (M) Measured distance (P) Platted distance YPC Yellow Plastic Cap ● Found 5/8"Ø Iron Pipe YPC #3169 ○ Set 1/2"Ø Iron rebar YPC #12846	CES Campbell Engineering & Surveying 301 NE Trilein Drive, Suite 1 Ankeny, Iowa 50021 Phone: (515) 963-4385 Fax: (515) 963-4386	FIELD WORK: 8/13/15	Plat of Survey - Parcel "A" Lot 1 of Black Forest Plat No. 1 Requested By: Roger W. & Kathleen L. Pearson (Buyers) Titleholder: Bonnie Doron	PROJECT #: RWP1501	
		DRAWN BY: CGC 8/13/15		FILE #: PS1503	
		CHECKED BY: BRC 9/8/15		SCALE	SHEET
		REVISOR BY: BRC 9/30/15		VERT: 1	HORIZ: 1"=40' of 1
		REVISOR BY: BRC 10/12/15			

RECORD OF LOT TIE

WHEREAS, on the ____ day of _____, 2015 the City Council of Polk City approved a Plat of Survey to subdivide Parcel “A” from the remainder of Lot 1 of Black Forest Plat No. 1 for the purposes of transferring title of said Parcel to Roger W. and Kathleen L. Pearson, the adjoining property owners; and

WHEREAS, Bonnie Doron states that she is the owner of said Lot 1 of Black Forest Plat No. 1, an official plat now included in and forming a part of the City of Polk City, Polk County Iowa; and

WHEREAS, the Plat of Survey for Parcel “A” of Lot 1 of Black Forest Plat No. 1 is attached hereto as Exhibit A; and

WHEREAS, Roger W. and Kathleen L. Pearson state that they are the owners of Lot 25 of the Corrected Plat of Lots 12, 13, 14 & 25 of Forest Heights Plat Two, an official plat now included in and forming a part of the City of Polk City, Polk County Iowa; and

WHEREAS, Roger W. and Kathleen L. Pearson state that they are the owners of Outlot B of Black Forest Plat No. 1, an official plat now included in and forming a part of the City of Polk City, Polk County Iowa; and

WHEREAS, said Parcel “A” and Outlot B are not be considered an independent lot for zoning and building permit purposes under the Polk City City Code; and

WHEREAS, it is the desire of the City of Polk City and Roger W. and Kathleen L. Pearson to put on notice any future purchaser of the restrictions to be placed upon said Parcel “A” and Outlot B and to tie said Parcel “A” and Outlot B to said Lot 25 and that such parcel is to be made part and parcel of said Lot 25;

NOW, THEREFORE, an agreement is made to impose the following restrictions:

1. That said Parcel “A” and Outlot B are now part and parcel with said Lot 25 (hereinafter collectively referred to as “Properties”); and
2. That no building permit for any structure, other than for a fence, shall be issued for said Parcel “A” and/or Outlot B; and

3. That no driveways shall be permitted on said Parcel "A" and/or Outlot B; and
4. That no new driveways or driveway widening shall be permitted on said Lot 25; and
5. That no portion of said Properties shall be transferred, sold, or conveyed independent of the remainder of the Properties, without the written approval of the City Engineer of the City of Polk City, Iowa; and

This Agreement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's heirs, lessee, occupants, successors and assigns.

SIGNED on this _____ day of _____, 2015.

BONNIE DORON

ROGER W. PEARSON

KATHLEEN L. PEARSON

STATE OF IOWA)
) ss:
 COUNTY OF POLK)

On this ___ day of _____, 2015, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, to me personally known, executing the within and foregoing instrument; and did acknowledge the execution of said instrument to be voluntarily executed.

 Notary Public in and for the State of Iowa
 My Commission expires _____

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this ___ day of ____, 2015, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, to me personally known, executing the within and foregoing instrument; and did acknowledge the execution of said instrument to be voluntarily executed.

Notary Public in and for the State of Iowa
My Commission expires _____

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this ___ day of ____, 2015, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, to me personally known, executing the within and foregoing instrument; and did acknowledge the execution of said instrument to be voluntarily executed.

Notary Public in and for the State of Iowa
My Commission expires _____

ACCEPTANCE BY CITY

STATE OF IOWA)
) ss:
COUNTY OF POLK)

I, Jenny Gibbons, City Clerk of the City of Polk City, Iowa, do hereby certify that the within and foregoing Agreement was duly approved and accepted by the City Council of said City of Polk City by Resolution No. _____, passed on the ___ day of _____, 2015, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2015.

Jenny Gibbons, City Clerk of Polk City, Iowa

RESOLUTION 2015-79

**A RESOLUTION APPROVING PAY APPLICATION NO. 6 FOR THE
WASHINGTON & BOOTH RECONSTRUCTION PROJECT**

WHEREAS, the City of Polk City, City Council, approved construction for the Washington Avenue & Booth Street Reconstruction project; and

WHEREAS, the City Council has awarded the contract to Synergy Contracting, LLC, at 1120 3rd Street NE, Bondurant Iowa; and

WHEREAS, on August 4, 2014, the City Council approved the Washington Avenue & Booth Street Reconstruction project in the amount of \$986,076.80 and with subsequent Change Orders totaling \$90,739.29 bringing the total contract amount to \$1,076,816.09; and

WHEREAS, the City Engineer has submitted an application No. 6 giving a detailed estimate of work completed with a pay application No. 6 in the amount of \$61,724.35

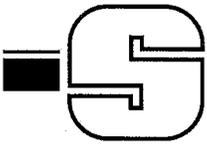
NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa hereby approves the payment application No. 6 and the Finance officer is hereby authorized to issue a check to Synergy Contracting, LLC, in the amount of \$61,724.35

PASSED AND APPROVED the 26th day of October, 2015.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk



October 22, 2015

Honorable Mayor and City Council
City of Polk City
112 S. 3rd Street
Polk City, Iowa 50226

RE: PARTIAL PAYMENT APPLICATION NO. 6
WASHINGTON AVENUE & BOOTH STREET RECONSTRUCTION PROJECT

Dear Honorable Mayor and City Council:

Please find the attached Partial Payment Application No. 6 for the Washington Avenue and Booth Street Reconstruction Project. This pay application includes work completed by the Contractor between September 19, 2015, and October 16, 2015. Work completed through this pay application includes completion of driveways, sidewalks, ADA ramps, sod and site restoration items.

The Contractor met the conditions for Substantial Completion on October 7, 2015, and is currently working on completing punch list items.

We recommend payment of \$61,724.35 to the Contractor, Synergy Contracting, LLC for work completed through October 16, 2015. Approximately 98% of the total contract work has been completed, with payment withheld on some driveways and sod placement, pending completion of punch list items. The maintenance period for the sod extends 30 days after sod placement and cannot be dormant when accepted. Depending on the weather, the sod may not be eligible for acceptance until next spring when we can confirm that the sod is viable and healthy.

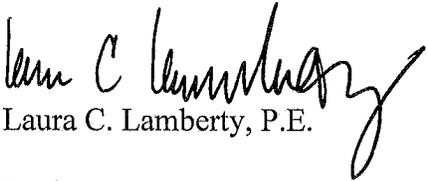
Ninety-three (93) of the 84 working days have been charged through this pay application. However, Synergy has filed a protest for the accounting of working days which is under review by Snyder & Associates.

Honorable Mayor and City Council
City of Polk City
October 22, 2015
Page 2 of 2

Please contact me should you have any questions on this pay application. We will be in attendance at the October 26, 2015, council meeting to answer any questions regarding this partial payment application.

Sincerely,

SNYDER & ASSOCIATES, INC.



Laura C. Lamberty, P.E.

Enclosures

cc: Mike Schulte
Gary Mahannah
Kathleen Connor
John Haldeman, PE

APPLICATION FOR PARTIAL PAYMENT NO. 6

PROJECT: Washington & Booth Street Reconstruction
OWNER: CITY OF POLK CITY
CONTRACTOR: Synergy
ADDRESS: 1120 2nd Street NE
Bondurant IA 50035
DATE: 10/20/2015

S&A PROJECT NO.: 113.0548

PAYMENT PERIOD: 9/19/15 through 10/16/15

1. CONTRACT SUMMARY:

Original Contract Amount: \$ 988,076.80
Net Change by Change Order: \$ 90,739.29
Contract Amount to Date: \$ 1,076,816.09

CONTRACT PERIOD: TOTAL WORKING DAYS
Original Contract Date: August 4, 2014
Substantial Completion: October 7, 2015
Original Contract Time: 75
Added by Change Order: 9
Contract Time to Date: 84
Time Used to Date: 93
Contract Time Remaining: -9

2. WORK SUMMARY:

Total Work Performed to Date: \$ 1,052,807.79
Retainage: 5% \$ 52,640.39
Total Earned Less Retainage: \$ 1,000,167.40
Less Previous Applications for Payment: \$ 938,443.05
AMOUNT DUE THIS APPLICATION: \$ 61,724.35

3. CONTRACTOR'S CERTIFICATION:

The undersigned CONTRACTOR certifies that:

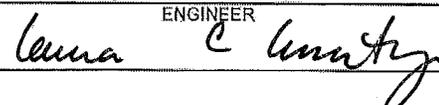
- (1) all previous progress payments received from OWNER on account of Work done under the contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with the Work covered by prior Applications for Payment; and
- (2) title to all materials and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

SYNERGY CONTRACTING LLC
CONTRACTOR
By 

DATE: 10/21/15

4. ENGINEER'S APPROVAL:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended:

Snyder & Associates, Inc.
ENGINEER
By 

DATE: 10/21/15

5. OWNER'S APPROVAL

City of Polk City
OWNER
By _____

DATE: _____

6 DETAILED ESTIMATE OF WORK COMPLETED:

ITEM NO.	DESCRIPTION	ORIGINAL CONTRACT QUANTITIES				COMPLETED WORK		
		QUANTITY	UNIT	UNIT COST	COST Total	QUANTITY	CO #	COST Total
GENERAL PROVISIONS								
1.1	Mobilization	1	LS	\$ 21,000.00	\$ 21,000.00	1		\$ 21,000.00
1.2	Remove and Reinstall Fence	184	LF	\$ 14.00	\$ 2,576.00	-		\$ -
1.3	Remove and Reinstall Mailbox	9	EA	\$ 210.00	\$ 1,890.00	9		\$ 1,890.00
1.4	Maintain Garbage Service	1	LS	\$ 4,200.00	\$ 4,200.00	1		\$ 4,200.00
1.5	Temporary Stairs	1	LS	\$ 2,800.00	\$ 2,800.00	1		\$ 2,800.00
EARTHWORK								
2.1	Clearing and Grubbing	1	LS	\$ 10,000.00	\$ 10,000.00	1	1	\$ 10,000.00
2.2	Subgrade Preparation	5,044	SY	\$ -5.00	\$ 25,220.00	-	3	\$ -
2.3	Subbase, Modified, 8-Inches	5,044	SY	\$ 16.80	\$ 84,739.20	5,149	3	\$ 86,603.20
2.4	Topsoil, On-site	1,077	CY	\$ 10.00	\$ 10,770.00	1,077		\$ 10,770.00
2.5	Excavation, Class 10	2,054	CY	\$ 14.00	\$ 28,756.00	2,054	3	\$ 28,756.00
2.6	Pavement Removal	3,606	SY	\$ 8.00	\$ 31,248.00	4,006	3	\$ 32,048.00
2.7	Removal of Driveway	635	SY	\$ 8.00	\$ 5,080.00	635		\$ 5,080.00
2.8	Sidewalk Removal	201	SY	\$ 8.00	\$ 1,608.00	201		\$ 1,608.00
2.9	Removal of Storm Sewer/Culverts <= 36"	452	LF	\$ 10.00	\$ 4,520.00	360	1	\$ 3,600.00
SANITARY AND STORM								
4.1	Storm Sewer, Trenched, 15" RCP, Class III	721	LF	\$ 98.00	\$ 70,658.00	698	1	\$ 68,404.00
4.2	Storm Sewer, Trenched, 18" RCP, Class III	14	LF	\$ 100.80	\$ 1,411.20	14		\$ 1,411.20
4.3	Storm Sewer, Trenched, 24" RCP, Class III	538	LF	\$ 121.80	\$ 65,528.40	494		\$ 60,169.20
4.4	Storm Sewer, Trenched, 8" PVC	110	LF	\$ 42.00	\$ 4,620.00	83		\$ 3,486.00
4.5	Subdrain, Type 1, 6"	1,284	LF	\$ 22.00	\$ 28,248.00	1,284		\$ 28,248.00
4.6	Subdrain, Type 1, 8"	657	LF	\$ 20.00	\$ 17,140.00	657		\$ 17,140.00
4.7	Subdrain, Cleanout, Type A-1	3	EA	\$ 600.00	\$ 1,800.00	3		\$ 1,800.00
4.8	Subdrain, Outlet and Connections	13	EA	\$ 350.00	\$ 4,550.00	13		\$ 4,550.00
4.9	Sump Service Stubouts	19	EA	\$ 420.00	\$ 7,980.00	19		\$ 7,980.00
WATER MAIN AND APPURTENANCES								
5.1	Water Main, Trenched, PVC, 4"	10	LF	\$ 70.00	\$ 700.00	10		\$ 700.00
5.2	Water Main, Trenched, PVC, 8"	812	LF	\$ 42.00	\$ 34,104.00	812		\$ 34,104.00
5.3	Water Main, Trenched, PVC, 12"	30	LF	\$ 140.00	\$ 4,200.00	-	2	\$ -
5.4	Fire Hydrant Assembly	4	EA	\$ 7,000.00	\$ 28,000.00	4		\$ 28,000.00
5.5	Gate Valve, 8"	5	EA	\$ 4,200.00	\$ 21,000.00	4	1	\$ 16,800.00
5.6	Remove and Relocate Hydrant Assembly	2	EA	\$ 5,600.00	\$ 11,200.00	2		\$ 11,200.00
5.7	Water Service, 1"	8	EA	\$ 3,000.00	\$ 27,000.00	10	2	\$ 30,000.00
5.8	Lower Existing Water Service	5	EA	\$ 1,000.00	\$ 5,000.00	2		\$ 2,000.00
5.9	Adjust Valve Box/Curb Stop	6	EA	\$ 300.00	\$ 1,800.00	8		\$ 1,800.00
5.10	Remove Water Main	804	LF	\$ 10.00	\$ 8,040.00	684	1	\$ 6,840.00
SANITARY AND STORM								
6.1	Manhole, Type SW-401, 48" Dia.	1	EA	\$ 5,000.00	\$ 5,000.00	1		\$ 5,000.00
6.2	Intake, Type SW-501	2	EA	\$ 4,000.00	\$ 8,000.00	2		\$ 8,000.00
6.3	Intake, Type SW-503	2	EA	\$ 5,000.00	\$ 10,000.00	1	1	\$ 6,000.00
6.4	Intake, Type SW-505	1	EA	\$ 4,000.00	\$ 4,000.00	1		\$ 4,000.00
6.5	Intake, Type SW-506	5	EA	\$ 5,000.00	\$ 25,000.00	5		\$ 25,000.00
6.6	Intake, Type SW-512, 18", Type 4A Casting	2	EA	\$ 4,000.00	\$ 8,000.00	3		\$ 12,000.00
6.7	Intake, Type SW-512, 30", Type 4A Casting	3	EA	\$ 5,000.00	\$ 15,000.00	2		\$ 10,000.00
6.8	Pipe Apron, 24" RCP w/ Footing and Apron Guard	1	EA	\$ 3,000.00	\$ 3,000.00	1		\$ 3,000.00
6.9	Pipe Apron, 12" CMP with Apron Guard	1	EA	\$ 1,000.00	\$ 1,000.00	-		\$ -
6.10	Removal of Intakes	5	EA	\$ 200.00	\$ 1,000.00	4		\$ 800.00
6.11	Sanitary Manhole Adjustment	4	EA	\$ 500.00	\$ 2,000.00	4		\$ 2,000.00
STREETS AND RELATED WORK								
7.1	Driveway, Paved, PCC, 6' Depth	627	SY	\$ 40.00	\$ 25,080.00	548		\$ 21,940.00
7.2	Standard / Slip-Form PCC Pavement, Class C, 6" Depth	4,382	SY	\$ 40.00	\$ 175,280.00	4,608		\$ 180,240.00
7.3	Full Depth Patch, PCC, 6"	75	SY	\$ 95.00	\$ 7,125.00	78		\$ 7,410.00
7.4	6" Reinforcing Steel Mat	68	SY	\$ 8.00	\$ 544.00	-		\$ -
7.5	Temporary Roadway, Granular Surfacing	480	TON	\$ 30.00	\$ 14,400.00	406.4		\$ 12,192.00
7.6	Sidewalk, PCC, 4"	885	SY	\$ 35.00	\$ 30,975.00	881		\$ 30,835.00
7.7	Sidewalk, PCC, 6"	28	SY	\$ 50.00	\$ 1,400.00	53		\$ 2,625.00
7.8	Detectable Warning Panels	68	SF	\$ 35.00	\$ 2,380.00	70		\$ 2,450.00
TRAFFIC CONTROL								
8.1	Traffic Control	1	LS	\$ 10,000.00	\$ 10,000.00	1		\$ 10,000.00
8.2	Pavement Markings (Crosswalks)	1	LS	\$ 2,000.00	\$ 2,000.00	1		\$ 2,000.00
SITE WORK AND LANDSCAPING								
9.1	Sodding	547	SQ	\$ 50.00	\$ 32,350.00	414		\$ 20,700.00
9.2	Seeding and Fertilizing, Type 1, and Hydromulching	0.40	AC	\$ 5,000.00	\$ 2,000.00	0.11		\$ 550.00
9.3	Silt Fence	1,172	LF	\$ 3.00	\$ 3,516.00	40		\$ 120.00
9.4	Silt Fence Removal	1,172	LF	\$ 1.00	\$ 1,172.00	40		\$ 40.00
9.5	Concrete Washout	2	EA	\$ 1,000.00	\$ 2,000.00	2		\$ 2,000.00
9.6	Inlet Protection Device	10	EA	\$ 300.00	\$ 3,000.00	-		\$ -
9.7	Inlet Protection Device, Maintenance	40	EA	\$ 50.00	\$ 2,000.00	-		\$ -
9.8	Type "I" Inlet Filter	15	EA	\$ 100.00	\$ 1,500.00	15		\$ 1,500.00
9.9	Storm Water Pollution Prevention Plan Management	1	LS	\$ 2,000.00	\$ 2,000.00	1		\$ 2,000.00
9.10	Storm Water Pollution Prevention Plan Inspections	15	EA	\$ 100.00	\$ 1,500.00	-		\$ -
9.11	Retaining Wall, Modular Block	230	SF	\$ 20.00	\$ 4,600.00	294.00		\$ 5,880.00
9.12	Temporary Hydromulch	1.2	AC	\$ 2,000.00	\$ 2,400.00	-		\$ -
				TOTAL ORIGINAL CONTRACT =	\$ 886,076.80			\$ 909,769.80
				Change Order 1	\$ 1,712.60			\$ 21,334.00
				Change Order 2	\$ 29,549.11			\$ 32,249.11
				Change Order 3	\$ 63,477.68			\$ 89,455.09
					\$ 1,076,816.09	Total Work Completed		\$ 1,052,807.79

Washington Booth Reconstruction				S&A Project No. 113.0548		Pay App 6	
CHANGE ORDER SUMMARY:							
Change Order No. 1				Completed Work		Pay App 6	
	Quantity	Unit	Unit Price	Total Price	Quantity	Total Price	
2.9	Removal of Storm Sewer Culverts	(43)	LF	\$ 10.00	\$ (430.00)	-	\$ -
4.1	Storm Sewer, Trenched, 18" RCP	(23)	LF	\$ 98.00	\$ (2,254.00)	-	\$ -
4.3	Storm Sewer, Trenched, 24" RCP	(43)	LF	\$ 121.80	\$ (5,237.40)	-	\$ -
4.10	CO 1: Storm Sewer Trenched 12" DIP	23	LF	\$ 113.00	\$ 2,599.00	23	\$ 2,599.00
6.1	Remove Water Main	(250)	LF	\$ 10.00	\$ (2,500.00)	-	\$ -
6.5	8" Gate Valve	(1)	EA	\$ 4,200.00	\$ (4,200.00)	-	\$ -
6.11	CO 1: Expose and cap old hydrant location	1	LS	\$ 1,935.00	\$ 1,935.00	1	\$ 1,935.00
6.12	CO 1: 8" Hot Tap & Valve	1	LS	\$ 5,600.00	\$ 5,600.00	1	\$ 5,600.00
6.13	CO 1: Water Line Reroute at ST-10 (Booth and Broadway)	1	LS	\$ 6,300.00	\$ 6,300.00	1	\$ 6,300.00
6.3	Intake Type SW-503	(1)	EA	\$ 5,000.00	\$ (5,000.00)	-	\$ -
6.12	CO 1: Intake SW-504	1	EA	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00
				\$ 1,712.60	Change Order No. 1	\$ 21,334.00	
Change Order No. 2				Quantity	Unit	Unit Price	Total Price
4.11	Storm Sewer/Sanitary Sewer Pipe conflict.	1	LS	\$ 5,495.09	\$ 5,495.09	1	\$ 5,495.09
5.3	12" PVC Water Main	(30)	LF	\$ 140.00	\$ (4,200.00)	-	\$ -
5.6	Fire Hydrant Assembly Remove and Replace	(1)	Each	\$ 2,500.00	\$ (2,500.00)	-	\$ -
5.70	Add water service (714 Van Dorn)	1	Each	\$ 3,000.00	\$ 3,000.00	1	\$ 3,000.00
5.11	Expose and Cap old hydrant location	1	LS	\$ 1,626.00	\$ 1,626.00	1	\$ 1,626.00
5.14	Expose water line line At Broadway and Van Dorn & Booth	1	LS	\$ 3,205.00	\$ 3,205.00	1	\$ 3,205.00
6.16	Storm Drain Conflict. Lower Water Line	1	LS	\$ 6,074.84	\$ 6,074.84	1	\$ 6,074.84
5.18	Reconstruct water line T area at Washington/Booth + explore	1	LS	\$ 8,708.18	\$ 8,708.18	1	\$ 8,708.18
5.17	New 4" valve and reducer at Prospect & Booth	1	LS	\$ 2,840.00	\$ 2,840.00	1	\$ 2,840.00
6.13	Intake Type SW-501, increase depth	1	LS	\$ 1,400.00	\$ 1,400.00	1	\$ 1,400.00
				\$ 25,649.11	Change Order No. 2	\$ 32,249.11	
Change Order No. 3				Quantity	Unit	Unit Price	Total Price
2.2	Subgrade Preparation	(5,044)	SY	\$ 5.00	\$ (25,220.00)	-	\$ -
2.10	Geogrid Installation	5,044	SY	\$ 1.50	\$ 7,566.00	5,149	\$ 7,723.50
2.11	Added Granular Material (Mod Subbase)	1,013	TN	\$ 40.68	\$ 41,188.58	1,013	\$ 41,188.58
7.9	Continuous Reinforcement	4,382	SY	\$ 6.00	\$ 26,292.00	4,482	\$ 26,892.00
5.7	New Water Service (Sutter)	1	EA	\$ 3,000.00	\$ 3,000.00	1	\$ 3,000.00
5.18	Relocate Curb Stop	1	EA	\$ 100.00	\$ 100.00	1	\$ 100.00
5.19	insulate water line - Van Dorn at Booth	1	LS	\$ 3,500.00	\$ 3,500.00	1	\$ 3,500.00
7.10	Concrete Pumping	1	LS	\$ 3,100.00	\$ 3,100.00	1	\$ 3,100.00
2.6	Class 10 Excavation	60	CY	\$ 14.00	\$ 840.00	60	\$ 840.00
2.12	Add Layer of Geogrid Reinforcing Sta 1011+00 to 1012+50	1	LS	\$ 3,111.00	\$ 3,111.00	1	\$ 3,111.00
				\$ 63,477.58	Change Order No. 3	\$ 89,455.08	

Memo

Date: 10/20/2015

To: Mayor, Council and Administrator

From: Mike Schulte

R.E. 2015/2016 Street Repair Project

In the current budget we allocated funds for the repair of the Davis and Tyler St intersection. This intersection has been identified to be the project in most need of repair. Although Davis St needs replaced from Tyler St to 3rd St our funds of \$200,000 will only get the intersection done.

This project will be bid this winter for a spring time start. If the Council chooses to allocate more funds for street repairs in the next budget we will try to combine the projects for cost savings.

On the 10/26/2015 Council meeting you will see an engineering services agreement for your approval on this project.

Included in your council packet you will also see the Future Street Repair Projects master list, a map of the proposed project and its limits, and the Engineers cost opinion for this project.

Thanks!

Mike



Davis and Tyler Street Intersection Improvements
Polk City, Iowa

Figure 1



SNYDER & ASSOCIATES
Engineers and Planners

ENGINEERING SERVICES AGREEMENT

This agreement made between The City of Polk City, Iowa

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

Davis and Tyler Intersection Improvements

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

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

See Attached Exhibit "A"

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

See Attached Exhibit "A"

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

See Attached Exhibit "A"

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

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

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

FOR CLIENT

City of Polk City, Iowa
CLIENT NAME

DATE

FOR SNYDER & ASSOCIATES, INC.

DATE

ROUTE EXECUTED COPY TO: Kathleen Connor

TERMS AND CONDITIONS

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

Type of Coverage

1. Worker's Compensation

Limits of Liability

Statutory

Bodily Injury by Accident	\$500,000 each Accident
Bodily Injury by Disease	\$500,000 each Employee
Bodily Injury by Disease	\$500,000 Policy Limit

- 2. Commercial General Liability
Bodily Injury (including death) and Property Damage \$1,000,000 Combined Single Limit
- 3. Business Auto Liability
Bodily Injury (including death) And Property Damage \$1,000,000 Combined Single Limit
- 4. Professional Liability \$1,000,000 per claim
\$1,000,000 annual aggregate

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

EXHIBIT 'A'
DAVIS STREET AND TYLER STREET INTERSECTION IMPROVEMENT PROJECT

CLIENT: CITY OF POLK CITY

ENGINEER: SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023

PROJECT: TO PROVIDE ENGINEERING SERVICES RELATED TO THE DESIGN AND PREPARATION OF CONSTRUCTION DRAWINGS FOR THE DAVIS STREET AND TYLER STREET INTERSECTION IMPROVEMENT PROJECT

DATE: OCTOBER 5, 2015

A. SCOPE OF SERVICES:

Upon approval of this Engineering Services Agreement, the ENGINEER shall provide services as follows:

1. TOPOGRAPHIC SURVEY.

- a. A topographic and boundary survey will be performed for the Davis and Tyler Street intersection. The survey will also include portions of Davis and Tyler Streets outside of the project limits. This additional survey is to ensure drainage and street improvements accommodate future improvements to Davis Street.
 - i Existing right-of-way corridor of Davis Street beginning approximately 200' west of the intersection of Davis and Tyler Streets to approximately 175' east of the intersection, and from approximately 100' south to approximately 175' north of the intersection.
 - ii Existing right-of-way along Davis Street east to Stippich Street and edges of existing roadway pavement to confirm alignment of Davis Street as it relates to the existing right-of-way.
- b. The topographic field survey locations noted in part A.1.a will be performed of the above ground physical features including pavements, buildings with elevations at doorways that exit at grade, utility appurtenances, etc. within the limits of the project in the areas 25 feet beyond the roadway right-of-way or as necessary to establish drainage paths and the side street intersection returns..
- c. The utility portion of the survey shall be created using the field survey and information as provided to Snyder & Associates from the utility owners by either existing record and / or physical field locates.
- d. A Digital Terrain Model will be created to include a representation of the existing ground surface with intelligent contours, spot elevations, and breaklines.

2. BASIC SERVICES.

- a. The ENGINEER will complete the design and plans for the 25-ft wide, PCC urban (curbed) roadway intersection reconstruction within the project limits. Refer to attached Exhibit A1. The PROJECT shall include the following scope of work:
 - i Reconstruction of the pedestrian ramp located in the SW quadrant of the intersection.
 - ii Construction of a new storm sewer system consisting of four intakes and one manhole which will utilize the existing culvert along the south side of Davis Street to outlet on the west end of the Davis Street.

- iii Reconstruction of the intersection using 6" PCC pavement and realigning the east leg of the intersection to align with the west leg of the intersection.
 - iv Adjusting all utility structures within the project limits to grade.
 - v Sodding all disturbed areas within the project limits.
 - b. The PRELIMINARY DESIGN AND CONCEPT PHASE shall include:
 - i Preliminary plan and profiles for the roadway and storm sewer.
 - ii Pavement, subgrade, and storm sewer quantities along with special detail features such as intersection, driveway and ADA sidewalk ramp design.
 - iii The ENGINEER will develop plans depicting where relocations are needed by private utility companies such as gas, electric, telephone, and cable.
 - iv Hydrology and hydraulic calculations for the new storm sewer system.
 - v Preliminary design and meeting memorandums.
 - vi Order of magnitude of PROJECT cost.
 - c. The ENGINEER will prepare a traffic control plan to maintain access to the individual parcels to the maximum extent possible during construction. The anticipated construction staging will include closing the intersection and providing detour routes.
 - d. The ENGINEER will prepare the initial Storm Water Pollution Prevention Plan (SWPPP) and submit the Notice of Intent for the project.
 - e. The FINAL DESIGN PHASE shall include:
 - i The Engineer shall prepare construction documents for the above described improvements. These documents will include construction drawings, form of contract, and technical specifications. The plans shall include construction grading and paving plans with all details necessary for project construction. This phase will also include typical cross-sections, general notes, final plan and profiles, curb ramp staking details (S-Sheets), construction limits, control reference notes, erosion control, intersection staking, staging, and coordination. The design shall be the responsibility of the ENGINEER. During this phase, the ENGINEER shall prepare and apply for any necessary permits that might be required for the construction of the project.
 - ii The PROJECT includes one set of design plans and contract documents for the construction of the intersection.
 - iii The ENGINEER shall prepare a statement of Probable Cost Opinion.
 - f. The ENGINEER will provide project administration as required for this project.
 - g. The ENGINEER will coordinate with impacted franchise utilities to facilitate their relocations being completed by the Spring 2016. The ENGINEER cannot guarantee the franchise utilities will have completed their relocations by this time.
 - h. The ENGINEER will prepare an Opinion of Probable Construction Cost for the project.
 - i. The ENGINEER will provide bid phase services, including advertising, bid letting, bid tabulation, and making a recommendation to the City Council regarding award.
 - j. The ENGINEER shall provide 2 copies of the construction drawings for review by staff and City Council. The ENGINEER shall supply the necessary documents to bidders for letting purposes.
 - k. The ENGINEER will attend two meetings with City Staff and City Council meetings.
 - l. The PROJECT will be bid in one letting. Any additional lettings will be considered additional services.
 - m. The PROJECT does not include sanitary sewer or water main construction or replacement within the PROJECT corridor.
3. **BID PHASE SERVICES.** Upon receipt of authorization by the CLIENT to set the date of the bid letting, the ENGINEER shall answer questions from potential contractors, subcontractors and suppliers, determine need of and issue addenda and coordinate with City staff. The ENGINEER shall supply the necessary documents to bidders for letting purposes. The ENGINEER shall issue

addenda as appropriate to clarify, correct or modify the Bidding Documents. The ENGINEER shall attend the meeting at which bids are received, shall tabulate the bids and make recommendations to the City Council, in writing, regarding award of the construction contract.

4. CONSTRUCTION PHASE SERVICES.

- a. Construction Administration services for the project, based upon Snyder & Associates standard scope of services for construction administration services as described in Exhibit "B".
- b. Construction Observation services for the project, based upon Snyder & Associates standard scope of services for critical path construction observation services as described in Exhibit "C".
- c. Construction staking services to the contractor for the project. One set of stakes will be provided for each construction operation; any staking that is destroyed and must be replaced will be at the contractor's expense.

B. SUB-CONSULTANTS:

The sub-consultants retained by the ENGINEER for this project are as follows:

None.

C. PROJECT SCHEDULE:

The PROJECT, from design through construction services completion, shall be performed by the ENGINEER in accordance with a schedule mutually developed by the OWNER and ENGINEER. Generally, the schedule for the PROJECT will be a Fall/Winter 2015 bid letting with construction to commence in Spring 2016 and be completed in Summer 2016.

Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, walkouts, accidents, Government acts, or other events beyond the control of the other or the other's employees and agents.

D. ADDITIONAL SERVICES:

The following items shall be considered additional services and are not included within the Scope of Work. These items are listed to further assist with clarity of project scope as well as provide a listing of services, which Snyder & Associates, Inc. could perform upon request on an hourly basis based on the firm's current Standard Fee Schedule.

- Right-of-way services – includes permanent fee title or easement acquisition and negotiations.
- Temporary easement plats, negotiations and acquisitions.
- Submittal fees and/or permit fees to any and all regulatory agencies.
- Client requested major revisions.
- Utility company locates.
- Assessment Plats and Schedules.
- Streetlighting design and plans.
- Additional lettings.

E. FEES:

The fees for Engineering Services shall be as described below.

Davis and Tyler Street Intersection Reconstruction Project:

Basic Services:

a. Project Administration	\$ 1,700	
b. Topographic and Boundary Survey	\$ 3,500	
c. Preliminary Design	\$ 5,400	
d. Final Design and Plans	<u>\$ 4,700</u>	
Lump Sum Fee for Services		\$15,300

Construction Services:

e. Construction Administration and Bid Phase	\$ 1,800	
f. Construction Staking	\$ 2,000	
g. Construction Observation	<u>\$ 3,800</u>	
Lump Sum fee for Services		<u>\$7,600</u>

Total Fee for Services **\$22,900**

Exhibit "B"

**SNYDER & ASSOCIATES, INC.
CONSTRUCTION ADMINISTRATION SERVICES
FOR
POLK CITY PUBLIC IMPROVEMENT PROJECTS**

Upon the OWNER's award of the construction contract, the ENGINEER shall perform the following construction administrative services during construction of the project:

General Administration of Construction Contract. Consult with OWNER and act as OWNER's representative as provided in the General Conditions of the construction contract. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor will be issued through ENGINEER, who shall have authority to act on behalf of OWNER dealings with Contractor to the extent provided in the Agreement and said General Conditions except as otherwise provided in writing.

Pre-construction Conference The ENGINEER shall arrange and conduct a pre-construction conference for the project with the Contractor and OWNER to review the contract requirements, details of construction, and work schedule prior to commencement of construction.

Periodic Site Observation The ENGINEER shall make periodic visits to the construction site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the OWNER and the ENGINEER in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the ENGINEER, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. The ENGINEER shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. The ENGINEER shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The ENGINEER does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

During the Construction Services Phase, based on the general observation described in the paragraph above, the ENGINEER shall keep the OWNER informed about the progress of the Work. If the OWNER desires more extensive project observation or full-time project representation, the OWNER shall request that such services be provided by the ENGINEER as Additional Services in accordance with the terms of this Agreement.

Contractor Payment Requests The ENGINEER shall review the requests of the contractor for progress payments and shall approve a request, based on site observations, which authorizes payments and is a declaration that the contractor's work has progressed to the point indicated.

Notification of Non-conformance The ENGINEER shall notify the OWNER of any known work which does not conform to the construction contract, make recommendations to the OWNER for the correction of non-conforming work and, at the request of the OWNER, see that these recommendations are implemented by the contractor.

Clarifications, Interpretations and Field Orders The ENGINEER shall issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. The ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

Shop Drawings The ENGINEER shall review shop drawings and other submissions of the Contractor for general compliance with the construction contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor.

Substitutes and "or-equal" The ENGINEER shall evaluate and determine the acceptability of substitute or "or-equal" material and equipment proposed by Contractor.

Change Orders The ENGINEER shall negotiate and prepare change orders for approval of the OWNER.

Testing The ENGINEER will coordinate the acceptance testing and monitoring according to the specifications including the services provided by an independent testing laboratory retained by the Contractor. The ENGINEER's review of such testing and certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such observations, tests, or approvals comply with the requirements of the Contract Documents. The ENGINEER shall be entitled to rely on the results of such tests.

Substantially Complete and Final Site Observation The ENGINEER shall perform a site observation to determine if the project is substantially complete according to the plans and specifications, prepare a punchlist and make recommendation on final payment upon completion of punchlist items.

- The ENGINEER shall receive and review maintenance and operating instructions, schedules and guarantees and transmit to OWNER.
- If the Contractor exceeds the estimated working days in completing construction of the project, or if change orders or project additions require additional working days, the ENGINEER will be compensated for administration, construction observation and staking services based on established hourly rates and fixed expenses outlined in the ENGINEER's Standard Fee Schedule.

Final Acceptance It is understood that the OWNER will accept any portion of the project only after recommendation by the ENGINEER. Final acceptance of the project by the OWNER shall not be deemed to release the Contractor from responsibility for insuring that the work is done in a good and workmanlike manner, free of defects in materials and workmanship nor the ENGINEER for his liability of design.

Exhibit "C"

SNYDER & ASSOCIATES, INC. CRITICAL PATH CONSTRUCTION OBSERVATION FOR POLK CITY PUBLIC IMPROVEMENTS PROJECTS

COORDINATION WITH CITY

1. Construction Observer will attend Preconstruction Meeting and subsequent field meetings during construction as required.
2. Construction Observer reserves the right to reject any inappropriate or damaged materials delivered to, or observed on the site. Construction Observer will verify inappropriate or damaged materials are not incorporated into project by observing destruction of materials on-site and/or the Contractor hauling material off-site. Construction Observer or Engineer will notify City of inappropriate or damaged materials found at the site.
3. If Construction Observer or Engineer observes, or has reason to believe, the Contractor's construction methods or materials used does not meet the specifications then the Construction Observer or Engineer will immediately notify the City to determine the appropriate corrective measure(s) to be taken. This may include the City directing the Contractor to stop work until the appropriate corrective measure(s) is determined.

SUBMITTALS AND SHOP DRAWINGS

1. Review and verify that Soils Report recommendations are followed for the site.
2. Verify that approved Shop Drawings match for City utilities and structures installed with the Project.
3. Verify Materials match specifications for Project.

DOCUMENTATION AND TESTING

1. Complete Weekly Working Day Report and provide to Project Manager.
2. Measure contract quantities and submit quantities to Project Manager for pay applications.
3. Observe and document all specified testing.
4. Observe and document all corrective measures for failed tests and all retesting.
5. Daily documentation for traffic control devices.
6. Work with Project Manager to maintain project file of material submittals, shop drawings, log book, and test results.

GRADING

1. Spot check once per day when contractor is working. The observer must be present to establish the locations of moisture-density tests and observe the testing by Contractor's laboratory.
2. Review plans and soils report for site conditions.
3. Alert the City's Public Works Department and Project Manager if material differs from soil borings or appears unstable, to facilitate appropriate mediation.
4. Review for seepage and other latent conditions that might affect the project.
5. Observe the finished surfaces, contours and slope-rounding for appearance, drainage and other requirements.

SANITARY SEWER

1. Periodic observation is required during trenching, pipe laying, backfill and testing. Full time observation is required during manhole setting.
2. Periodically observe pipe storage and handling. Check pipe condition.
3. Periodically observe maximum trench width, line and grade, subgrade and bedding.
4. Periodically observe groundwater conditions.
5. Periodically review bedding, pipe laying, jointing and backfill.
6. Determine locations for density tests and observe testing by Contractor's laboratory.
7. Observe installation of wyes and tees. Measure locations for as-built drawings.
8. Review that abandoned pipes or pipe stubs are capped as per plans.
9. Review manhole castings for compliance with the specifications.
10. Observe main line pressure and mandrel test.
11. Observe manhole vacuum exfiltration test.
12. Observe sanitary sewer video.

WATER MAIN

1. Periodic observation is required during trenching, pipe lying, and backfill and testing.
2. Periodically observe pipe storage and handling. Check pipe condition.
3. Periodically observe maximum trench width, line and grade, subgrade and bedding.
4. Observe support and protection of existing utilities.
5. Periodically observe groundwater conditions.
6. Periodically review bedding, pipe laying, jointing, thrust blocks and backfill.
7. Observe leakage pressure testing.
8. Observe installation of service corps. and corp. stops. Measure locations for as-built drawings.
9. Review valve and hydrant locations. Review valve operation.

STORM SEWER

1. Periodic observation is required during trenching, pipe lying, and backfill and testing. Full time observation is required during manhole setting.
2. Periodically observe pipe storage and handling. Check pipe condition.
3. Periodically observe maximum trench width, line and grade, subgrade and bedding.
4. Periodically observe groundwater conditions.
5. Periodically observe bedding, pipe laying, jointing, and backfill.
6. Observe installations of services. Measure locations for as-built drawings.
7. Observe manhole and intake construction. Check castings for compliance with specifications.

PAVING

1. Spot check twice per day during grading and subgrade preparation. Full-time observation during paving operations.
2. Review with Contractor all fixtures to be adjusted to finish grade or to be protected.
3. Review with Contractor grade stakes and string lines.
4. Review with Contractor for soft spots in the subgrade.
5. Determine locations for density tests and observe testing.
6. Observe reinforcing steel placement.
7. Review boxout and steel placement.
8. Conduct air tests and mold test cylinders.
9. Observe finishing methods and curing.
10. Periodically observe saw jointing and sealing.
11. Delineate core testing locations, observe coring, and measure cores to verify pavement thickness.

ACCEPTANCE

1. Assist City, Project Manager, and Contractor in generating punch list of completion items for acceptance.
2. Verify Contractor has completed items on punch list.
3. Provide written recommendation to Project Manager concerning acceptance.

SNYDER & ASSOCIATES, INC.
2015-16
STANDARD FEE SCHEDULE

Billing Classification/Level	Billing Rate	
Professional		
<i>Engineer, Landscape Architect, Land Surveyor, Legal, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer</i>		
Principal	\$183.00	/hour
Principal	\$172.00	/hour
Senior	\$156.00	/hour
VIII	\$144.00	/hour
VII	\$137.00	/hour
VI	\$132.00	/hour
V	\$123.00	/hour
IV	\$112.00	/hour
III	\$104.00	/hour
II	\$94.00	/hour
I	\$81.00	/hour
Technical		
<i>Technicians--CADD, Survey, Construction Observation</i>		
Lead	\$110.00	/hour
Senior	\$106.00	/hour
VIII	\$99.00	/hour
VII	\$91.00	/hour
VI	\$81.00	/hour
V	\$73.00	/hour
IV	\$67.00	/hour
III	\$56.00	/hour
II	\$47.00	/hour
I	\$42.00	/hour
Administrative		
II	\$56.00	/hour
I	\$46.00	/hour
Reimbursables		
Mileage	<i>current IRS standard rate</i>	
Outside Services	<i>As Invoiced</i>	

**ENGINEER'S PRELIMINARY OPINION OF PROBABLE CONSTRUCTION
COSTS OF DAVIS AND TYLER STREET INTERSECTION IMPROVEMENTS
CITY OF POLK CITY**

Updated October 5, 2015

Item	Description	Unit	Unit Price	Quantity		Total Price
				Div 1	Div 2	
1	6" Non-Reinforced PCC Pavement	SY	\$ 60.00	630	-	\$ 37,800.00
2	6" Driveway PCC Pavement	SY	65.00	36	-	2,340.00
3	6" Sidewalk PCC Pavement	SY	55.00	30	-	1,650.00
4	Truncated Domes	SF	35.00	48	-	1,680.00
5	8" Granular Subbase	SY	20.00	800	-	16,000.00
6	Adjustment of Manhole	EA	1,500.00	1	-	1,500.00
7	Sodding	SQ	145.00	60	-	8,700.00
8	Subdrain	LF	20.00	320	-	6,400.00
9	Subdrain Cleanout	EA	500.00	4	-	2,000.00
10	Culvert Removal	LF	10.00	110	-	1,100.00
11	15" Storm Sewer	LF	75.00	100	-	7,500.00
12	SW-501 Intake	EA	5,500.00	4	-	22,000.00
13	SW-401 Manhole	EA	5,000.00	1	-	5,000.00
14	Structure Removal	EA	1,500.00	1	-	1,500.00
15	Traffic Control	LS	3,500.00	0.9	0.1	3,500.00
16	Mobilization	LS	16,000.00	0.9	0.1	16,000.00
17	Gate Valve, 6"	EA	3,000.00	-	3	9,000.00
18	Gate Valve, 8"	EA	4,200.00	-	1	4,200.00

Sub Total	\$ 147,870.00
Contingency (10%)	\$ 14,800.00
Total Construction Costs	\$ 162,670.00

Administration, Engineering, Observation, and Survey:	\$ 22,900.00
Total Costs:	\$ 185,570.00



PROJECT NAME:

FUTURE STREET REPAIR PROJECT

SCALE:

1"=1000'

DATE:

10-21-15

PROJECT #:

PROPOSAL



SNYDER & ASSOCIATES
Engineers and Planners

SHEET REFERENCE:

Project Location Map 1 OF 1

ADDENDUM #:

N/A

**ENGINEER'S PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COSTS OF
POTENTIAL REPAIR LOCATIONS FOR FUTURE STREET REPAIR PROJECTS
CITY OF POLK CITY
October 21, 2015**

LOCATION (See Location Map) =

Item Description	Unit	Unit Price	1		2		3		4		5		6	
			Quantity	Total Price	Quantity	Total Price	Quantity	Total Price	Quantity	Total Price	Quantity	Total Price	Quantity	Total Price
1 7" Non-Reinforced PCC Pavement	SY	\$ 75.00	1,209	\$ 90,675.00	210	\$ 15,750.00	295	\$ 22,125.00	78	\$ 5,850.00	153	\$ 11,475.00	42	\$ 3,150.00
2 1/2" Milling	SY	\$ 12.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
3 2" HMA Overlay	TN	\$ 110.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
4 6" Driveway PCC Pavement	SY	\$ 65.00	100	\$ 6,500.00	-	\$ -	13	\$ 845.00	11	\$ 715.00	11	\$ 715.00	18	\$ 1,170.00
5 4" Sidewalk PCC Pavement	SY	\$ 50.00	5	\$ 250.00	-	\$ -	34	\$ 1,700.00	-	\$ -	-	\$ -	-	\$ -
6 Granular Subbase	TN	\$ 40.00	184	\$ 7,360.00	-	\$ -	45	\$ 1,800.00	12	\$ 480.00	24	\$ 960.00	7	\$ 280.00
7 Rout and Sealing	LF	\$ 3.00	200	\$ 600.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
8 Adjustment of Water Valve	EA	\$ 500.00	-	\$ -	1	\$ 1,800.00	2	\$ 1,000.00	-	\$ -	-	\$ -	-	\$ -
9 Adjustment of Manhole	EA	\$ 1,800.00	-	\$ -	0.08	\$ 300.00	0.08	\$ 300.00	0.08	\$ 300.00	0.08	\$ 300.00	0.08	\$ 300.00
10 Traffic Control	LS	\$ 3,900.00	0.08	\$ 300.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
Sub Total				\$ 105,685.00		\$ 17,850.00		\$ 27,770.00		\$ 9,145.00		\$ 13,450.00		\$ 4,900.00
Totals				\$ 105,685.00		\$ 17,850.00		\$ 27,770.00		\$ 9,145.00		\$ 13,450.00		\$ 4,900.00

LOCATION (See Location Map) =

Item Description	Unit	Unit Price	7		8		9		10		11		Totals	
			Quantity	Total Price	Quantity	Total Price	Quantity	Total Price	Quantity	Total Price	Quantity	Total Price	Quantity	Total Price
1 7" Non-Reinforced PCC Pavement	SY	\$ 75.00	132	\$ 9,900.00	-	\$ -	42	\$ 3,150.00	88	\$ 6,600.00	150	\$ 11,250.00	2,399	\$ 179,925.00
2 1/2" Milling	SY	\$ 12.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
3 2" HMA Overlay	TN	\$ 110.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
4 6" Driveway PCC Pavement	SY	\$ 65.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	153	\$ 9,945.00
5 4" Sidewalk PCC Pavement	SY	\$ 50.00	50	\$ 2,500.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -	89	\$ 4,450.00
6 Granular Subbase	TN	\$ 40.00	20	\$ 800.00	-	\$ -	7	\$ 280.00	14	\$ 560.00	23	\$ 920.00	336	\$ 13,440.00
7 Rout and Sealing	LF	\$ 3.00	-	\$ -	175	\$ 525.00	-	\$ -	-	\$ -	-	\$ -	375	\$ 1,125.00
8 Adjustment of Water Valve	EA	\$ 500.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	2	\$ 1,000.00
9 Adjustment of Manhole	EA	\$ 1,800.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	2	\$ 3,600.00
10 Traffic Control	LS	\$ 3,900.00	0.08	\$ 300.00	0.08	\$ 300.00	0.08	\$ 300.00	0.08	\$ 300.00	0.08	\$ 300.00	1	\$ 3,300.00
Sub Total				\$ 13,500.00		\$ 825.00		\$ 3,730.00		\$ 7,460.00		\$ 12,470.00		\$ 216,785.00
Totals				\$ 13,500.00		\$ 825.00		\$ 3,730.00		\$ 7,460.00		\$ 12,470.00		\$ 216,785.00

Notes:
 1. 1/2" Milling and 2" HMA Overlay Unit Prices are approximated from Iowa Bid Express of similar sized projects
 2. Need to add #12 for Forest Street location (south of Broadway).

Total Construction Cost: \$216,785.00
Administration, Engineering, Observation, and Survey (Estimated 12.5%): \$27,100.00
Total Project Cost (3): \$243,885.00