

Agenda -Notice of Meeting

Polk City | City Council

September 25, 2023 | 6:00 pm

City Hall Council Chambers

Public Meeting participation in person or via phone

Call in # 515-726-3598 Participant Code 535355

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

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

Broadcast live and playback will be available at <https://www.youtube.com/c/polkcityiagovchannel>

Steve Karsjen | Mayor

Rob Sarchet | Pro Tem

City Council Members: Jeff Walters | Dave Dvorak | Mandy Vogel | Ron Anderson

1. Call to Order

2. Roll Call

3. Approval of Agenda

4. Swear In: Police Officer Spencer Stover

5. Public Hearing:

- a. Public Hearing to Amend the FY 24 & 25 Capital Improvement Plan (CIP)
 - i. Resolution 2023-109 approving FY 24 & 25 CIP Amendment

6. Public Comments: *This is the time and place for comments for any item other than those that are a Public Hearing. If you wish to speak, please contact the City Clerk by 6pm on the date of the meeting by email at jcoffin@polkcityia.gov include your name and address for the record. The Mayor will recognize you for five minutes of comment.*

7. Consent Items

- a. City Council Meeting Minutes for September 11, 2023
- b. City Council Work Session Meeting Minutes for September 11, 2023
- c. Receive and file Planning & Zoning Commission Meeting Minutes for September 18, 2023
- d. Claims listing September 25, 2023
- e. August 2023 Finance Report
- f. Twelve-month Class B Retail Alcohol License including Sunday Sales Privileges for Kwik Star #1089 effective October 11, 2023
- g. Governor's Traffic Safety Bureau Highway Safety Grant Contract
- h. Receive and file August 2023 Police Department Report
- i. Receive and file August 2023 Fire Department Report
- j. Training burn at 1600 W Broadway scheduled for October 21, 2023
- k. Resolution 2023-110 approving a Public Sanitary Sewer Easement with Berggren Farms, LLC
- l. Resolution 2023-111 approving a Public Water Main Easement with Berggren Farms, LLC
- m. Resolution 2023-112 setting public hearing on rezoning petition for On with Life

8. Business Items

- a. Crossroads at the Lakes Plat 3
 - i. Resolution 2023-113 accepting Public Improvements for Crossroads at the Lakes Plat 3
 - ii. Resolution 2023-114 approving Final Plat for Crossroads at the Lakes Plat 3
- b. Resolution 2023-115 approving Preliminary Plat for Monarch Crossing
- c. 306 S. 3rd Street, 314 W. Wood Street, 305 W. Church Street, and 314 S 3rd Street Demolition and Grading Costs in the amount of \$140,315.80
- d. First Reading of Ordinance 2023-9600 amending Chapter 69 Parking Regulations; Winter Parking
- e. Second Reading of Ordinance 2023-9400 amending provisions pertaining to Liquor Licenses and Cigarette and Tobacco Permits
- f. Second Reading of Ordinance 2023-9500 amending provisions pertaining to Fiscal Management

9. Mayor Proclamation | October 8 -14 2023 Fire Prevention Week

10. Reports & Particulars

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

11. Adjournment

--next meeting date October 9, 2023



City of Polk City, Iowa

City Council Agenda Communication

Date: September 25, 2023 City Council Meeting
To: Mayor Steve Karsjen & City Council
From: Chelsea Huisman, City Manager

Subject: Amendment to the City 5-year Capital Improvement Plan (CIP)

BACKGROUND: The City Council approved a 5-year CIP (FY21-FY25) on September 14, 2020, and amended the CIP on April 25, 2022. Most of the projects outlined in the first 3 years have been completed, however, some adjustments need to be made to the plan, as priorities have changed. I recommend the City Council amend the CIP for a 2nd time. The City Council will hold a public hearing on September 25, 2023, for an amendment to the CIP. Below is a summary of capital projects prioritized by the City Council.

CIP Projects:

FY2022-2023: The following projects were prioritized:

1. N. 3rd Street Trail connection to outer city limits-Project in construction
2. City Hall Parking Lot-Project in construction (combined with City Hall)
3. Northeast Trunk Sewer Study-Project Complete
4. City Hall/Police/Fire Station Rebuilding/Remodel-Project in construction
5. 2022 Street Repair Project-Project Complete

FY2023-2024: The following projects were prioritized:

1. N 3rd Street Trail and Intersection align at Northside Dr-Project in construction
2. High Trestle Trail connector-Project in construction
3. White Tail Parkway Corridor Study-Project in construction
4. Parker Lift Station Upgrade-Not complete
5. West Bridge Road Trail Gap @ Van Dorn Property (Trail)-Project in construction
6. Van Dorn/3rd Street Improvements-Not complete
7. East Broadway Street Improvements-Not complete
8. Regional Park Facility-Not complete
9. Eastside Water Tower Project with DMWW-Project in construction
10. Water Tower Painting-Not complete
11. 2023 Street Repair project-Project in construction

FY2024-2025: The following projects are prioritized:

1. West Bridge Trail
2. Sump Pump Collector Lines

3. TCI Lift Station Upgrade
4. Twelve Oaks Park-Phase II (Parks)
5. North Broadway Sidewalks
6. Woodhaven Trail Connection (Trail)
7. 2024 Street Repair Project

Proposed adjustments to projects 5-year CIP:

FY2023-2024:

Parker Lift Station upgrade (Project #27): During Budget FY24 preparation, we evaluated the need to budget for lift station improvements and consulted with the City Engineer. The Parker Lift Station is currently operating at half its capacity. The biggest planned development project is Leonard Senior Living Center, and with that project there would be enough capacity at the lift station. The City Engineer believes the upgrades could be delayed, with the possibility that the pumps do not need to be upgraded, however, we should continue to monitor the need each year. Based on the City Engineer's recommendation, we would remove this project from the current CIP.

Van Dorn/3rd Street Improvements (Project #32): This project is not in the FY24 budget due to the City Hall/Community Center project. The scope of this project will change with the new facility, but I would recommend this be moved to FY25.

East Broadway Street Improvements (Project #34): This project is not in the FY24 budget. During the budget discussion, the Council asked to move the West Bridge Trail Parker to Neal Smith project (Phase 7 of the trail project) to FY24 and move the Broadway Street Improvements to FY25.

Regional Park Facility (Project #9): This project is not in the FY24 budget as we continue to work with the developer on potential cost sharing, and as the new water tower construction begins. This project needs to be moved to FY25.

Water Tower Painting (Project #41): The City is planning for construction of a 1.5-million-gallon water tower on the north side of the community. In discussions about the size of the future water tower, it was determined by the City Council to build a larger water tower, and eventually remove the existing 300,000-gallon water tower. The removal of the water tower will not be feasible until the new one is online. With the removal of the 300,000-gallon water tower, the city will not need to paint it. I would recommend we remove this project from the CIP.

FY2024-2025:

West Bridge Trail Parker to Neal Smith (Project #19): This project is in the current year budget. This project needs to be moved to FY24.

ALTERNATIVES: Do not amend the CIP.

FINANCIAL CONSIDERATIONS: There are some financial considerations for amending the CIP, however, we are only removing projects or moving a project into a different fiscal year, so the changes are not necessarily an increase in expenditures.

RECOMMENDATION: I recommend that the City Council formally amend the Capital Improvements Plan and hold a public hearing on September 25, 2023 and approve the amendment. The amendment information has been made available to the public prior to the public hearing. An amendment to the CIP should match the City's budget, and it also allows the public an opportunity to comment on the amendment.

RESOLUTION NO. 2023-109

**A RESOLUTION AMENDING THE FY 2020-2025 CAPITAL
IMPROVEMENTS PLAN (CIP)**

WHEREAS, the City Council of the City of Polk City, Iowa desires to amend the current FY2020-2025 Capital Improvement Plan (CIP) to provide for the adjustments of priorities regarding the maintenance and improvement of public infrastructure in support of the City's vision and goals and the City's annual budget; and

WHEREAS, the CIP amendment describes in detail the updated timeline of projects that are needed to align with the current goals of the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Polk City, Iowa that the FY 2020-2025 Capital Improvement Plan (CIP) is hereby adopted.

PASSED AND APPROVED this 25 day of September 2023.

Steve Karsjen, Mayor

ATTEST:

Jenny Coffin, City Clerk

CITY OF POLK CITY, IOWA

CAPITAL IMPROVEMENTS PLAN
(CIP)
2020-2025



Mayor

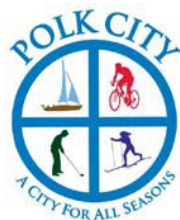
Jason Morse 2014-2021
Steve Karsjen 2022-2026

City Council

Ron Anderson Dave Dvorak
Rob Sarchet Mandy Vogel
Jeff Walters

City Manager

Chelsea Huisman



*hyperlinks included on each project line for easy navigation

FY 2020-2021

Trail Study – Town Center (Trail) ***complete***

Facility Needs Assessment ***complete***

2020 Street Repair Project ***complete***

HMA Overlay Project – 2020 ***complete***

Property Purchase ***complete***

FY 2021-2022

Town Square Parking Lot Study ***complete***

Inflow/Infiltration Study ***complete***

W. Bridge Road Water Main Loop ***complete***

North Trunk Sewer Study ***complete***

Lost Lakes Park – Phase II (Parks) ***complete***

N. 3rd Street & Vista Lake Avenue Intersection Improvements Project ***complete***

FY 2022-2023

N. 3rd Street Trail Connection to Outer City Limits ***in construction***

City Hall Parking Lot ***in construction (combined with City Hall)***

Northeast Trunk Sewer Study ***complete***

City Hall / Police / Fire Station - Remodel / Rebuild ***in construction***

2022 Street Repair Project ***complete***

FY 2023-2024

N. 3rd Street Trail and Intersection Align at Northside Dr Project *in construction*

High Trestle Trail Connector *in construction*

White Tail Parkway Corridor Study *in construction*

Parker Lift Station Upgrade *not complete* **remove from current CIP**

West Bridge Road Trail Gap @Van Dorn Property (Trail) Project *in construction*

Van Dorn/3rd Street Improvements *not complete* **move to FY25**

East Broadway Street Improvements *not complete* **move to FY25**

Regional Park Facility *not complete* **move to FY25**

Eastside Water Tower Project with DMWW *in construction*

Water Tower Painting *not complete* **remove from current CIP**

2023 Street Repair Project *in construction*

FY 2024-2025 The following projects are prioritized:

West Bridge Trail - Parker to Neal Smith (Trail) **move to FY24**

Sump Pump Collector Lines

TCI Lift Station Upgrade

Twelve Oaks Park – Phase II (Parks)

North Broadway Sidewalks

Woodhaven Trail Connection (Trail)

2024 Street Repair Project

CITY OF POLK CITY
CAPITAL IMPROVEMENT PROJECT

DEPARTMENT: Parks & Rec

PROJECT: Project #9 Regional Park Facility (Park)

COUNCIL RANKING: B/19 points

PROPOSED DATE FOR CONSTRUCTION: FY23-24 July 1, 2023 – June 30, 2024

SOURCE OF REVENUE: General Obligation Loan/Grants/Private Donations

Description of Project: This project consists of a new park facility with multiple recreation amenities in Polk City. The project cost does not include purchase of property. A master park plan would need to be implemented as the next step for this project. Once a plan is implemented, a cost estimate will be provided and implemented into the CIP as an addendum.

Cost Estimate:

Item	Total
Lump Sum estimate amount	\$5,000,000

Justification for Project: The City is in need of additional green space and fields and has prioritized this large-scale project. Although a master park plan is not yet completed, the City has a desire and plans to secure a property for a large park facility. The City will utilize multiple funding sources for this project-estimated issuance of \$2 million in General Obligation bonds, \$1 million General Fund fund balance, and \$2 million in grants and private donations. Although a trail connection is not part of this project, but as a separate project, there would be trail access to the facility.

CITY OF POLK CITY
CAPITAL IMPROVEMENT PROJECT

DEPARTMENT: Sanitary Sewer

PROJECT: Project #27 Parker Lift Station upgrade

COUNCIL RANKING: D/15 points

PROPOSED DATE FOR CONSTRUCTION: FY23-24 July 1, 2023-June 30, 2024

SOURCE OF REVENUE: Sewer Fund

Description of Project: Replace the existing pumps with larger pumps.

Cost Estimate:

Item	Total
Construction Costs	\$80,000
Construction Contingency	\$16,000
Engineering & Project Administration	<u>\$14,000</u>
	\$110,000
 Cost to construct in FY23-24:	 \$124,000

A detailed cost estimate from Snyder & Associates is attached.

Justification for Project: The justification for this project is due to the increased sewer flows from the Parker Boulevard area. Smaller flow pumps were initially installed because the sewer flows received at this lift station were too low for bigger flow pumps to operate properly. Now the flows have increased to accommodate the higher flow pumps.

ENGINEER'S PRELIMINARY BUDGETARY OPINION OF PROBABLE PROJECT COSTS



PARKER LIFT STATION UPGRADE

Polk City, Iowa

120.0001.01

July 2, 2020

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1.0	Replacement of 2 Pumps	1	LS	\$ 40,000.00	\$ 40,000.00
2.0	Replacement of Control Panel (If Required) (1)	1	LS	\$ 20,000.00	\$ 20,000.00
3.0	Replacement of Wet Well Cover (If Required) (2)	1	LS	\$ 20,000.00	\$ 20,000.00
Subtotal:					\$ 80,000.00
Contingency (~20%):					\$ 16,000.00
CONSTRUCTION TOTAL:					\$ 96,000.00
Engineering, Construction, and Administration (~15%):					\$ 14,000.00
TOTAL PROJECT COST (FY 2020):					\$ 110,000.00
TOTAL PROJECT COST (FY 2023):					\$ 124,000.00

Notes

- (1) Replacement of control panel might be necessary if replacement pump motor size increases.

- (2) Replacement of wet well cover might be necessary if replacement pumps are too large to fit through the existing hatch opening.

CITY OF POLK CITY
CAPITAL IMPROVEMENT PROJECT

DEPARTMENT: Streets

PROJECT: Project #32 Van Dorn/3rd Street improvements

COUNCIL RANKING: D/15 points

PROPOSED DATE FOR CONSTRUCTION: FY23-24 July 1, 2023-June 30, 2024

SOURCE OF REVENUE: LOST

Description of Project: This project will consist of safety upgrades at the intersection of Van Dorn Street and 3rd Street. The improvements include curb bump outs, ADA compliant sidewalk ramps, a new flashing beacon for street crossing, and adjustments to the entrance of City Hall.

Cost Estimate:

Item	Total
Construction Costs	\$118,075
Construction Contingency	\$23,925
Engineering & Project Administration	<u>\$29,000</u>
	\$171,000
 Cost to construct in FY23-24:	 \$182,000

A detailed cost estimate from Snyder & Associates is attached.

Justification for Project: This project will improve the safety for pedestrians at this intersection. It will also provide an ADA compliant sidewalk to City Hall, and add some additional parking.

ENGINEER'S CONCEPTUAL OPINION OF PROBABLE PROJECT COSTS
**3RD STREET AND VAN DORN STREET INTERSECTION IMPROVEMENTS
 INTERSECTION AND CITY HALL PLAZA CONCEPT PLAN**

POLK CITY, IOWA

120.0001.01

June 25, 2020

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
EARTHWORK					
2.1	Excavation, Class 10 (1)	100	CY	\$ 35.00	\$ 3,500.00
STRUCTURES FOR SANITARY AND STORM					
6.1	Intake, SW-508, Top Only	1	EA	\$ 3,000.00	\$ 3,000.00
STREETS AND RELATED WORK					
7.1	Sidewalk, PCC, 4"	105	SY	\$ 65.00	\$ 6,825.00
7.2	Sidewalk, PCC, 6"	50	SY	\$ 80.00	\$ 4,000.00
7.3	Detectable Warning	60	SF	\$ 50.00	\$ 3,000.00
7.4	Removal of Pavement	375	SY	\$ 20.00	\$ 7,500.00
7.5	Removal of Sidewalk	150	SY	\$ 15.00	\$ 2,250.00
7.6	Curb and Gutter, 2.5' Width, 6" Standard	400	LF	\$ 45.00	\$ 18,000.00
TRAFFIC CONTROL					
8.1	Temporary Traffic Control	1	LS	\$ 10,000.00	\$ 10,000.00
8.2	Painted Pavement Markings, Solvent/Waterborne	10	STA	\$ 250.00	\$ 2,500.00
8.3	Painted Symbols and Legends	1	EA	\$ 500.00	\$ 500.00
8.4	Remove Existing Pedestrian Signal and Install Rectangular Rapid Flashing Beacon	1	LS	\$ 40,000.00	\$ 40,000.00
SITE WORK AND LANDSCAPING					
9.1	Plaza Landscaping (2)	1	LS	\$ 5,000.00	\$ 5,000.00
9.2	Surface Restoration	1	LS	\$ 5,000.00	\$ 5,000.00
GENERAL PROVISIONS					
11.1	Mobilization	1	LS	\$ 5,000.00	\$ 5,000.00
11.2	Additional Removals (3)	1	LS	\$ 2,000.00	\$ 2,000.00
Subtotal:					\$ 118,075.00
Contingency (~20%):					\$ 23,925.00
CONSTRUCTION TOTAL:					\$ 142,000.00
Engineering, Construction, and Administration (~20%):					\$ 29,000.00
TOTAL PROJECT COST (FY 2020):					\$ 171,000.00
TOTAL PROJECT COST (FY 2023):					\$ 182,000.00

Notes

- (1) Assumes 1' of excavation under all sidewalk area. Additional excavation may be necessary following completion of future topographic survey.
- (2) Price may vary depending on landscaping selected. Estimate should be consider an order of magnitude cost.
- (3) Includes removal of existing fencing, railing, and concrete block retaining wall to the east of existing City Hall parking.

ENGINEER'S CONCEPTUAL OPINION OF PROBABLE PROJECT COSTS



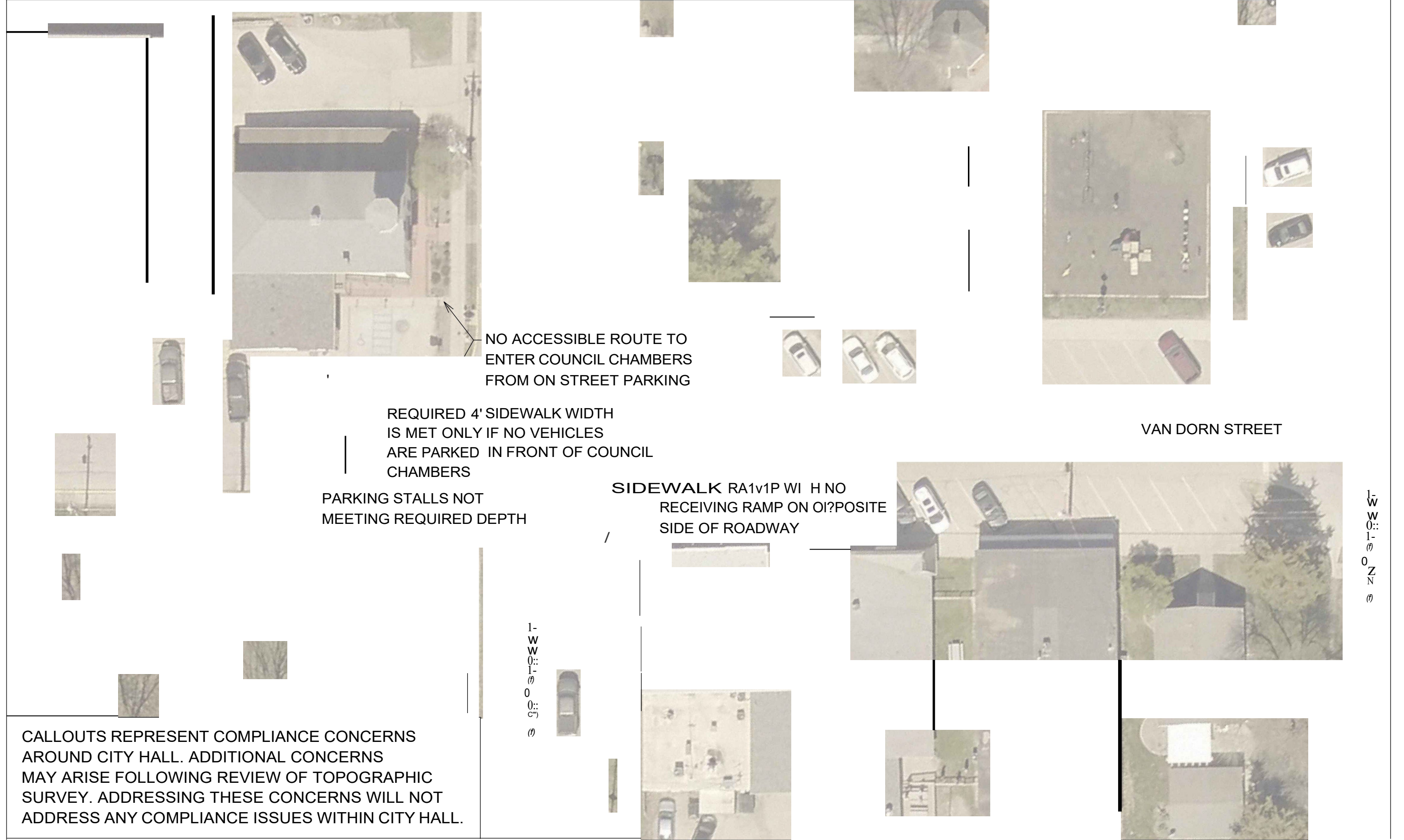
3RD STREET AND VAN DORN STREET INTERSECTION IMPROVEMENTS
INTERSECTION AND CITY HALL PLAZA CONCEPT PLAN

POLK CITY, IOWA
120.0001.01
June 25, 2020

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
EARTHWORK					
2.1	Excavation, Class 10 (1)	100	CY	\$ 35.00	\$ 3,500.00
STRUCTURES FOR SANITARY AND STORM					
6.1	Intake, SW-508, Top Only	1	EA	\$ 3,000.00	\$ 3,000.00
STREETS AND RELATED WORK					
7.1	Sidewalk, PCC, 4"	105	SY	\$ 65.00	\$ 6,825.00
7.2	Sidewalk, PCC, 6"	50	SY	\$ 80.00	\$ 4,000.00
7.3	Detectable Warning	60	SF	\$ 50.00	\$ 3,000.00
7.4	Removal of Pavement	375	SY	\$ 20.00	\$ 7,500.00
7.5	Removal of Sidewalk	150	SY	\$ 15.00	\$ 2,250.00
7.6	Curb and Gutter, 2.5' Width, 6" Standard	400	LF	\$ 45.00	\$ 18,000.00
TRAFFIC CONTROL					
8.1	Temporary Traffic Control	1	LS	\$ 10,000.00	\$ 10,000.00
8.2	Painted Pavement Markings, Solvent/Waterborne	10	STA	\$ 250.00	\$ 2,500.00
8.3	Painted Symbols and Legends	1	EA	\$ 500.00	\$ 500.00
8.4	Remove Existing Pedestrian Signal and Install Rectangular Rapid Flashing Beacon	1	LS	\$ 40,000.00	\$ 40,000.00
SITE WORK AND LANDSCAPING					
9.1	Plaza Landscaping (2)	1	LS	\$ 5,000.00	\$ 5,000.00
9.2	Surface Restoration	1	LS	\$ 5,000.00	\$ 5,000.00
GENERAL PROVISIONS					
11.1	Mobilization	1	LS	\$ 5,000.00	\$ 5,000.00
11.2	Additional Removals (3)	1	LS	\$ 2,000.00	\$ 2,000.00
Subtotal:					\$ 118,075.00
Contingency (~20%):					\$ 23,925.00
CONSTRUCTION TOTAL:					\$ 142,000.00
Engineering, Construction, and Administration (~20%):					\$ 29,000.00
TOTAL PROJECT COST (FY 2020):					\$ 171,000.00
TOTAL PROJECT COST (FY 2023):					\$ 182,000.00

Notes

- (1) Assumes 1' of excavation under all sidewalk area. Additional excavation may be necessary following completion of future topographic survey.
- (2) Price may vary depending on landscaping selected. Estimate should be consider an order of magnitude cost.
- (3) Includes removal of existing fencing, railing, and concrete block retaining wall to the east of existing City Hall parking.



NO ACCESSIBLE ROUTE TO ENTER COUNCIL CHAMBERS FROM ON STREET PARKING

REQUIRED 4' SIDEWALK WIDTH IS MET ONLY IF NO VEHICLES ARE PARKED IN FRONT OF COUNCIL CHAMBERS

PARKING STALLS NOT MEETING REQUIRED DEPTH

SIDEWALK RA1v1P WITH NO RECEIVING RAMP ON OPPOSITE SIDE OF ROADWAY

VAN DORN STREET

CALLOUTS REPRESENT COMPLIANCE CONCERNS AROUND CITY HALL. ADDITIONAL CONCERNS MAY ARISE FOLLOWING REVIEW OF TOPOGRAPHIC SURVEY. ADDRESSING THESE CONCERNS WILL NOT ADDRESS ANY COMPLIANCE ISSUES WITHIN CITY HALL.

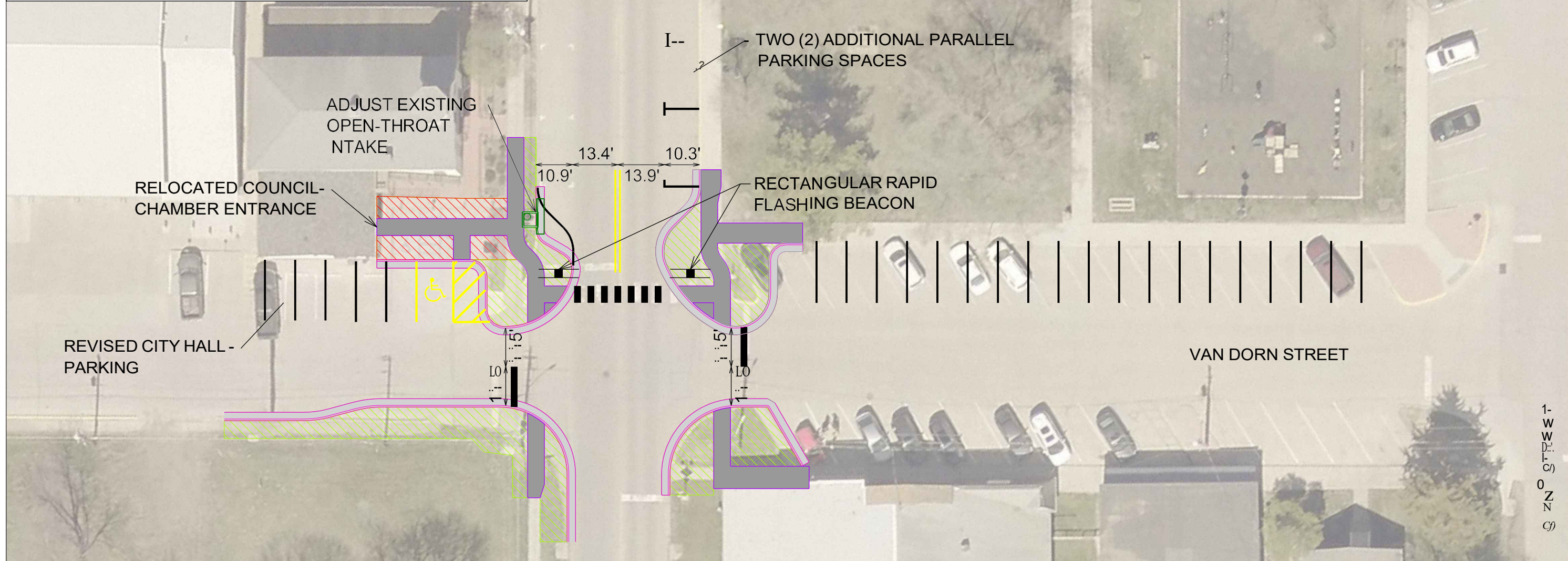
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THIS EXHIBIT REPRESENTS A CONCEPTUAL LAYOUT TO ADDRESS ADA COMPLIANCE CONCERNS. ADDITIONAL MODIFICATIONS MAY BE REQUIRED FOLLOWING COMPLETION OF TOPOGRAPHIC SURVEY AS PART OF A FUTURE ENGINEERING CONTRACT.

OPTION 1



CITY HALL PARKING AREA	
EXISTING:	1 VAN ACCESSIBLE STALL 1 COMPLIANT PARKING STALLS 4 NON-COMPLIANT PARKING STALLS
PROPOSED:	1 VAN ACCESSIBLE STALL 5 COMPLIANT PARKING STALLS
VAN DORN STREET ON-SQUARE PARKING	
EXISTING:	17 ANGLE PARKING STALLS
PROPOSED:	19 HEAD-IN PARKING STALLS

LEGEND	
	PCC SIDEWALK
	PCC CURB AND GUTTER SURFACE RESTORATION
	LANDSCAPING BED

CITY OF POLK CITY
CAPITAL IMPROVEMENT PROJECT

DEPARTMENT: Streets

PROJECT: Project #34 East Broadway Street improvements

COUNCIL RANKING: D/15 points

PROPOSED DATE FOR CONSTRUCTION: FY23-24 July 1, 2023-June 30, 2024

SOURCE OF REVENUE: LOST

Description of Project: This project includes a recreational trail only, from the City square to the Deerhaven trail.

Cost Estimate:

Item	Total
Construction Costs	\$210,550
Construction Contingency	\$53,450
Engineering & Project Administration	<u>\$40,000</u>
	\$304,000
 Cost to construct in FY23-24:	 \$323,000

A detailed cost estimate from Snyder & Associates is attached.

Justification for Project: The justification for this project is to connect the DeerHaven trail to the town square.

ENGINEER'S CONCEPTUAL OPINION OF PROBABLE PROJECT COSTS



**RECREATIONAL TRAIL CONNECTION TO CITY SQUARE
CITY SQUARE TO EXISTING DEER HAVEN TRAIL**

Polk City, Iowa

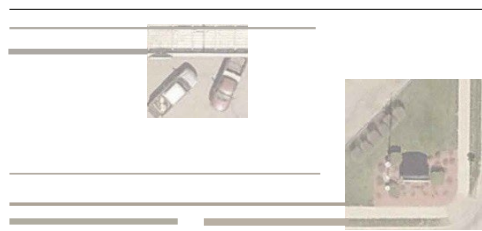
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June 25, 2020

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
EARTHWORK					
2.1	Special Shaping for Trail Placement	1	LS	\$ 5,000.00	\$ 5,000.00
SEWERS AND DRAINS					
4.1	Intake Adjustment, Minor	2	EA	\$ 1,250.00	\$ 2,500.00
4.2	Intake Adjustment, Major	1	EA	\$ 2,500.00	\$ 2,500.00
4.3	Intake, SW-501	2	EA	\$ 5,000.00	\$ 10,000.00
4.4	Storm Sewer, 15" RCP	400	LF	\$ 80.00	\$ 32,000.00
STREETS AND RELATED WORK					
7.1	Shared Use Path, PCC, 5"	795	SY	\$ 45.00	\$ 35,775.00
7.2	Shared Use Path, PCC, 6"	220	SY	\$ 75.00	\$ 16,500.00
7.3	Shared Use Path, Colored PCC, 5"	50	SY	\$ 250.00	\$ 12,500.00
7.4	Detectable Warning	120	SF	\$ 50.00	\$ 6,000.00
7.5	Driveway, Paved, PCC, 7"	165	SY	\$ 75.00	\$ 12,375.00
7.6	Pavement, HMA, 8"	75	SY	\$ 90.00	\$ 6,750.00
7.7	Curb and Gutter, 2' Width, 6" Standard	380	LF	\$ 30.00	\$ 11,400.00
7.8	Curb and Gutter, 3' Width, 6" Standard	470	LF	\$ 40.00	\$ 18,800.00
TRAFFIC CONTROL					
8.1	Temporary Traffic Control	1	LS	\$ 5,000.00	\$ 5,000.00
8.2	Painted Pavement Markings, Solvent/Waterborne	15	STA	\$ 250.00	\$ 3,750.00
8.3	Painted Symbols and Legends	4	EA	\$ 300.00	\$ 1,200.00
SITE WORK AND LANDSCAPING					
9.1	Surface Restoration	1	LS	\$ 6,000.00	\$ 6,000.00
9.2	Rock Mulch (2)	50	TON	\$ 300.00	\$ 15,000.00
SITE WORK AND LANDSCAPING					
11.1	Mobilization	1	LS	\$ 7,500.00	\$ 7,500.00
				Subtotal:	\$ 210,550.00
				Contingency (~25%):	\$ 53,450.00
				CONSTRUCTION TOTAL:	\$ 264,000.00
				Engineering, Construction, and Administration (~15%):	\$ 40,000.00
				TOTAL PROJECT COST (FY 2020):	\$ 304,000.00
				TOTAL PROJECT COST (FY 2023):	\$ 323,000.00

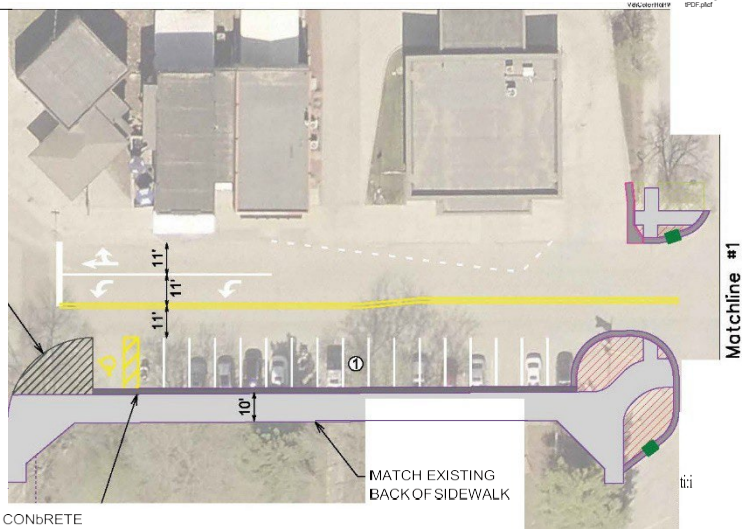
Notes

- (1) Item used to install additional parking area. Includes 4" of base course, 2" of intermediate course, and 2" of surface course, 5% asphalt binder.
- (2) Assumes rock mulch is to be installed at 12" depth and a density of 75 pounds per cubic feet.



BROADWAY STREET

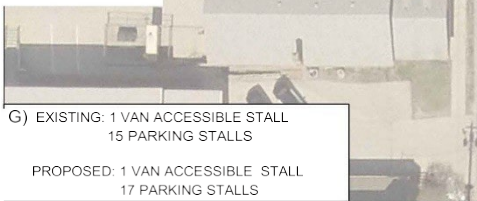
EXISTING RAMP AND CROSSWALK TO BE PROTECTED



Matchline #1

2' WIDE COLORED CONCRETE FOR VEHICLE OVERHANG

MATCH EXISTING BACK OF SIDEWALK



G) EXISTING: 1 VAN ACCESSIBLE STALL
15 PARKING STALLS

PROPOSED: 1 VAN ACCESSIBLE STALL
17 PARKING STALLS

S. 3RD STREET

W:
C:
E:



- LEGEND
- D PCC RECREATIONAL TRAIL/SIDEWALK
 - COLORED PCC PAVEMENT
 - PCC CURB AND GUTTER
 - HMA PAVING FOR PARKING
 - LLI DECORATIVE ROCK MULCH
 - [Z] SURFACE RESTORATION



15 30
FEET

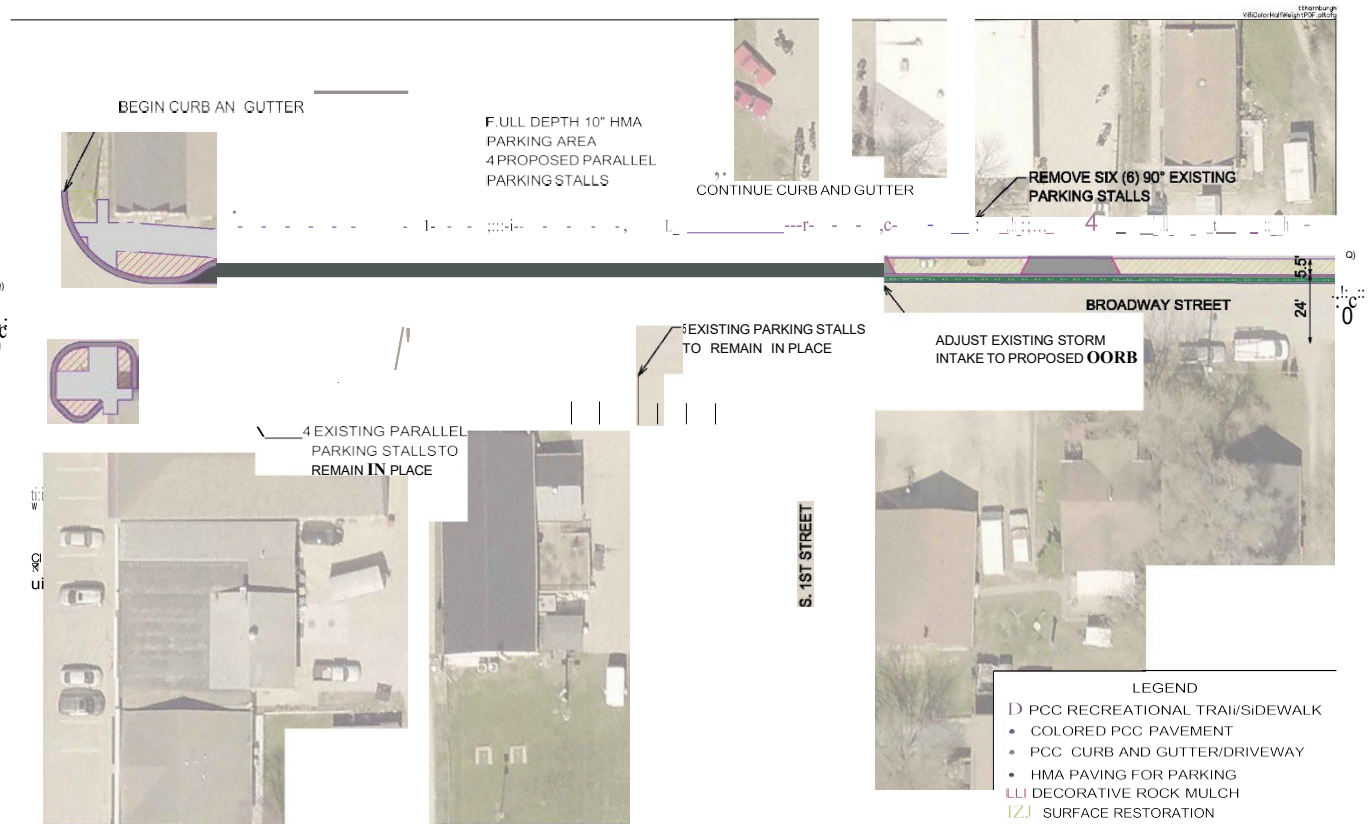


Recreational Trail Connection to Square Concept Plan

Sheet 1 of 31

Polk City, Iowa

05/06/2020



BEGIN CURB AND GUTTER

FULL DEPTH 10" HMA
PARKING AREA
4 PROPOSED PARALLEL
PARKING STALLS

CONTINUE CURB AND GUTTER

REMOVE SIX (6) 90° EXISTING
PARKING STALLS

BROADWAY STREET

EXISTING PARKING STALLS
TO REMAIN IN PLACE

ADJUST EXISTING STORM
INTAKE TO PROPOSED OORB

4 EXISTING PARALLEL
PARKING STALLS TO
REMAIN IN PLACE

S. 1ST STREET

- LEGEND
- D PCC RECREATIONAL TRAIL/SIDEWALK
 - COLORED PCC PAVEMENT
 - PCC CURB AND GUTTER/DRIVEWAY
 - HMA PAVING FOR PARKING
 - LLI DECORATIVE ROCK MULCH
 - [Z] SURFACE RESTORATION



15 30
FEET



Recreational Trail Connection to Square Concept Plan

Sheet 2 of 31

Polk City, Iowa

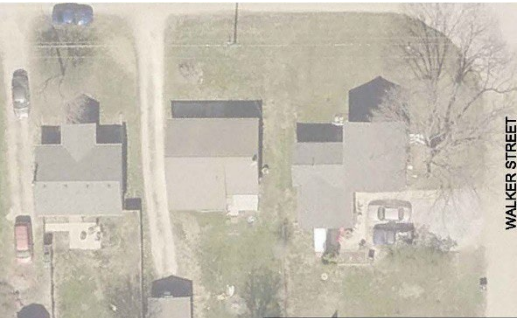
05/06/2020



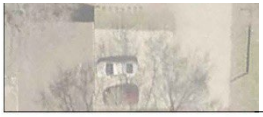
20 Feet



SUMMER STREET



WALKER STREET



- LEGEND
- D PCC RECREATIONAL TRAIL/SIDEWALK
 - COLORED PCC PAVEMENT
 - PCC CURB AND GUTTER/DRIVEWAY
 - HMA PAVING FOR PARKING
 - LLI DECORATIVE ROCK MULCH
 - SURFACE RESTORATION



0 15 30
FEET

Recreational Trail Connection to Square Concept Plan

Sheet 3 of 3

Polk City, Iowa

05/06/2020

CITY OF POLK CITY
CAPITAL IMPROVEMENT PROJECT

DEPARTMENT: Water

PROJECT: Project #41 Water Tower painting

COUNCIL RANKING: C/17 points

PROPOSED DATE FOR CONSTRUCTION: FY23-24 July 1, 2023 – June 30, 2024

SOURCE OF REVENUE: SRF Loan/Water

Description of Project: Painting the outside and inside of the Booth Street water tower.

Cost Estimate:

Item	Total
Construction Costs	\$194,000
Construction Contingency	\$39,000
Engineering & Project Administration	<u>\$35,000</u>
	\$268,000
 Cost to construct in FY22-23:	 \$290,000

A detailed cost estimate from Snyder & Associates is attached.

Justification for Project: The tower has not been painted in approximately 25 years and is at its maintenance life expectancy. Painting the tower will provide an immediate beautification effort, but as well expand its longevity. The City plans to complete the painting of the water tower once the new tower is online.

ENGINEER'S PRELIMINARY BUDGETARY OPINION OF PROBABLE PROJECT COSTS



WATER TOWER PAINTING

Polk City, Iowa

120.0001.01

June 30, 2020

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1.0	Surface Preparation & Painting (Interior)	(1) 7400	SF	\$ 10.00	\$ 74,000.00
2.0	Surface Preparation & Painting (Exterior)	(2) 14000	SF	\$ 8.00	\$ 112,000.00
3.0	Repairs	(3) 1	LS	\$ 8,000.00	\$ 8,000.00
Subtotal:					\$ 194,000.00
Contingency (~20%):					\$ 39,000.00
CONSTRUCTION TOTAL:					\$ 233,000.00
Engineering, Construction, and Administration (~15%):					\$ 35,000.00
TOTAL PROJECT COST (FY 2020):					\$ 268,000.00
TOTAL PROJECT COST (FY 2022):					\$ 290,000.00

Notes

- (1) Item will include complete repainting of 300,000 gallon tank interior.
- (2) Item will include overcoating of 300,000 gallon tank exterior.
- (3) Amount for repairs is assumed and may vary.

CITY OF POLK CITY
CAPITAL IMPROVEMENT PROJECT

DEPARTMENT: Parks & Rec

PROJECT: Project #19 West Bridge Trail Parker to Neal Smith (Trail)

COUNCIL RANKING: F/14 points

PROPOSED DATE FOR CONSTRUCTION: FY24-25 July 1, 2024-June 30, 2025

SOURCE OF REVENUE: LOST

Description of Project: This project consists of installing a trail connection from KwikStar (once their project takes place) to the Neal Smith Trail/Sports Complex facility. The City will need to seek approval from the USA-CE to install this trail on their property.

Cost Estimate:

Item	Total
Construction Costs	\$65,125
Construction Contingency	\$13,875
Engineering & Project Administration	<u>\$12,000</u>
	\$91,000
 Cost to construct in FY24-25:	 \$99,000

A detailed cost estimate from Snyder & Associates is attached.

Justification for Project: The overall intent of this project is to fill in a gap along Bridge Road to the Neal Smith Trail/Sports Complex. Completing this trail gap project will provide a complete trail connection from Bridge Road to the Neal Smith Trail.

ENGINEER'S CONCEPTUAL OPINION OF PROBABLE PROJECT COSTS



**TRAIL CONNECTION TO NEAL SMITH TRAIL
FROM KWIK STAR TO NEAL SMITH TRAIL**

POLK CITY, IOWA

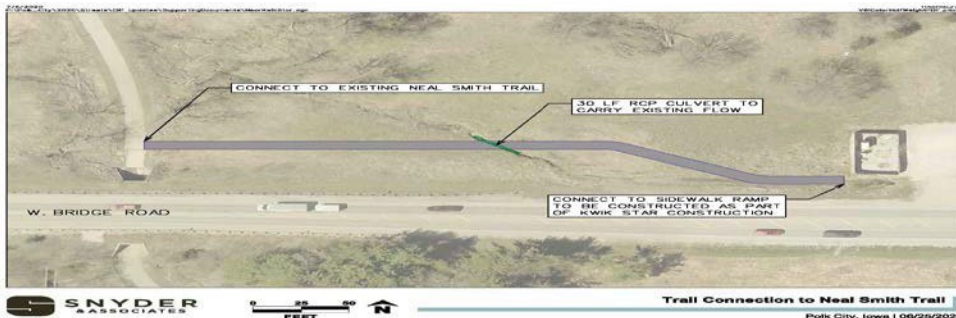
120.0001.01

June 25, 2020

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
EARTHWORK					
2.1	Excavation, Class 10 (1)	285	CY	\$ 35.00	\$ 9,975.00
2.2	Special Subgrade Preparation for Shared Use Path (2)	570	SY	\$ 5.00	\$ 2,850.00
2.3	Clearing and Grubbing (3)	0.25	ACRE	\$ 5,000.00	\$ 1,250.00
SEWERS AND DRAINS					
4.1	Pipe Culvert, Trenched, RCP, 15-24"	30	LF	\$ 150.00	\$ 4,500.00
4.2	Pipe Apron, RCP, 15-24"	2	EA	\$ 1,750.00	\$ 3,500.00
STREETS AND RELATED WORK					
7.1	Shared Use Path, PCC, 5"	475	SY	\$ 70.00	\$ 33,250.00
7.2	Concrete Washout	1	LS	\$ 1,000.00	\$ 1,000.00
TRAFFIC CONTROL					
8.1	Sidewalk Closure Traffic Control	1	LS	\$ 1,000.00	\$ 1,000.00
SITE WORK AND LANDSCAPING					
9.1	Conventional Seeding, Seeding, Fertilizing, and Mulching, Type 1 (4)	0.25	ACRE	\$ 7,000.00	\$ 1,750.00
9.2	Filter Sock, 8" (5)	425	LF	\$ 4.00	\$ 1,700.00
9.3	Filter Sock, Removal (5)	425	LF	\$ 2.00	\$ 850.00
GENERAL PROVISIONS					
11.1	Mobilization	1	LS	\$ 3,500.00	\$ 3,500.00
Subtotal:					\$ 65,125.00
Contingency (~20%):					\$ 13,875.00
CONSTRUCTION TOTAL:					\$ 79,000.00
Engineering, Construction, and Administration (~15%):					\$ 12,000.00
TOTAL PROJECT COST (FY 2020):					\$ 91,000.00
TOTAL PROJECT COST (FY 2024):					\$ 99,000.00

Notes

- (1) Assumes 1.5' of excavation over trail width and one (1) additional foot on each side.
- (2) Assumes subgrade preparation under trail and one (1) additional foot on each side.
- (3) Assumes clearing and grubbing width of 20' along trail length.
- (4) Assumes seeding will be required for 5' on each side of shared use path.
- (5) Assumes filter sock to be placed along downhill side of shared use path.



MEETING MINUTES
The City of Polk City
City Council Meeting
6:00 p.m. September 11, 2023
City Hall – Council Chambers

Polk City, City Council held a meeting in the City Hall Council Chambers with public participation in person and via phone at 6:00 p.m., September 11, 2023. The agenda was posted at the City Hall office as required by law.

These tentative minutes reflect all action taken at the meeting.

1. **Call to Order** / Mayor Karsjen called the meeting to order at 6:00 p.m.
2. **Roll Call** / Walters, Dvorak, Sarchet, Vogel, Anderson | In attendance
3. **MOTION:** A motion was made by Walters and seconded by Vogel to approve the agenda
MOTION CARRIED UNANIMOUSLY
4. **Public Comments** / None
5. **Consent Items** /
 - a. City Council Meeting Minutes for August 28, 2023
 - b. Claims listing September 11, 2023
 - c. Set pay for Cody Olson, Building Official at an hourly rate of \$37.50 per hour and a vehicle allowance of \$400 per month effective September 25, 2023, with a rate increase of \$1.50 per hour upon successful completion of the ICC Residential electrical certification and an additional \$1.50 per hour upon successful completion of the ICC Commercial electrical certification
 - d. City Manager Employment Agreement Addendum
 - e. Receive and file Capital Improvement Projects Update
 - f. Resolution 2023-106 Ordering Construction of Certain Public Improvements, Fixing Dates for Public Hearing and Taking of Bids for the 2024 Street Repairs Project
 - g. Resolution 2023-107 Ordering Construction of Certain Public Improvements, Fixing Dates for Public Hearing and Taking of Bids for the High Trestle Trail to Neal Smith Trail Connector Project – Phase 2
 - h. Receive and file the September 5, 2023 Library Board Meeting Minutes
 - i. Receive and file the August 2023 Library Director Report
 - j. Acknowledge Resolution 2024-02L authorizing the Library Director to proceed with purchasing a Kyocera TASKalfa 2554ci Printer in accordance with the budget
 - k. Acknowledge Polk City Community Library Unattended Children Policy
 - l. Set pay for Dottie Parsons at \$22.66 per hour for adjustment to Firefighter/Paramedic effective 9/4/2023
 - m. Receive and file August 2023 Water Department Report
 - n. Receive and file August 2023 Parks & Recreation Department Report
 - o. Set pay for Tanner Ramsey, Recreation Specialist at \$14.50 per hour
 - p. Amend 5-year Staffing Plan
 - q. Resolution 2023-108 approving intergovernmental transfer of public funds agreement with the Iowa Department of Health and Human Services
 - r. Twelve-month Class C Beer Permit with Class B Native Wine Permit, and Sunday Sales Privileges for Kwik Star #1089 located at 1090 Parker Boulevard effective October 11, 2023

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

MOTION CARRIED UNANIMOUSLY

6. **Business Items**
 - a. Hearing for Matthew Roberts abatement appeal | Police Chief Siepker provided a report. Matthew Roberts, 613 Stippich St. addressed the Council to appeal the abatement order.
MOTION: A motion was made by Anderson and seconded by Dvorak to affirm the order to abate by the Police Chief dated August 22, 2023
YES: Dvorak, Sarchet, Vogel, Anderson
NO: Walters
MOTION CARRIED

- b. **MOTION:** A motion was made by Sarchet and seconded by Walters to approve Ordinance 2023-9400 amending provisions pertaining to Liquor Licenses and Cigarette and Tobacco Permits
MOTION CARRIED UNANIMOUSLY
- c. **MOTION:** A motion was made by Anderson and seconded by Sarchet to approve Ordinance 2023-9500 amending provisions pertaining to Fiscal Management
MOTION CARRIED UNANIMOUSLY
- d. **MOTION:** A motion was made by Dvorak and seconded by Vogel to approve Snyder & Associates July 2023 Engineering Services invoice in the amount of \$53,215.75
YES: Vogel, Anderson, Dvorak, Sarchet
ABSTAIN: Walters
MOTION CARRIED

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

- Fire Chief Hogrefe provided an update to the progress of the Fire Station Remodel project; phase 1 98% complete and the downstairs is currently under demolition. She invited anyone interested to come visit and see the progress. Hogrefe also reminded everyone to get signed up for the Public Safety Golf Outing on October 11th.
- Police Chief Siepker welcomed new Police Officer Spencer Stover and said he will be in training until mid-November.
- City Manager Huisman welcomed Cody Olson, the City's new Building Official and said she's super excited to have him get started.
- Council Member Dvorak said he is happy to see the trail connection getting done after discussing it for the past fifteen years.
- Council Member Anderson said Dvorak summarized the trail project well and he is glad to see it getting done.
- Council Member Vogel thanked staff for the informative Council Work Session and the follow up on a popular topic with the public that she is looking forward to further discussing and welcomes all opinions and education.

8. Adjournment

MOTION: A motion was made by Anderson and seconded by Vogel to adjourn at 6:54 pm.
MOTION CARRIED UNANIMOUSLY

Next Meeting Date –September 25, 2023

Steve Karsjen, Mayor

Attest

Jenny Coffin, City Clerk

MEETING MINUTES
The City of Polk City
Work Session
5:00 p.m., Monday, September 11, 2023
City Hall Council Chambers

A Council Work Session was held on September 11, 2023 at 5:00 p.m. at the City Hall Council Chambers in Polk City, Iowa.

<p><u>Mayor and City Council Members Present:</u> Steve Karsjen Mayor Rob Sarchet Pro Tem Jeff Walters City Council Member Mandy Vogel City Council Member Ron Anderson City Council Member</p> <p><u>Mayor and City Council Members Absent:</u> Dave Dvorak City Council Member</p>	<p><u>Staff Members Present:</u> Chelsea Huisman City Manager Jenny Coffin City Clerk/Treasurer Mike Schulte Public Works Director Jeremy Siepker Police Chief Karla Hogrefe Fire Chief Jamie Noack Library Director Jason Thraen Parks and Rec Director</p>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Minutes

City Manager Huisman reviewed the history of discussions involving recreational vehicles on public streets in Polk City. She presented three goals for the work session.

Police Chief Siepker reviewed the various UTV, OHV and ORV definitions and pros and cons to each. Huisman reviewed ATV and Golf Cart definitions and pros and cons. Siepker reviewed Electric Scooters. Council Member Vogel thanked staff for information on electric scooters and said she liked the Chief's suggestion on public education and outreach to move forward with this topic.

Council Member Anderson said his biggest concern is safety and he asked Council Members to keep safety foremost in mind as traffic in Polk City will only get busier.

Huisman provided some general thoughts. And Council Members discussed their thoughts. Direction was given to staff to create three Ordinances for review at a future meeting regarding UTV, ORV and Golf Carts.

Huisman reviewed the Special Census quote received back from the Bureau at a cost estimate of over \$401,000 to hold. She put together a financial analysis showing the potential increase in Road Use Tax dollars after the completion of a Special Census and Council provided direction to proceed. Huisman said approval of a Memorandum of Agreement will be on a future Council Agenda.

Motion was made by Anderson and seconded by Vogel to Adjourn at 5:54 p.m.

Motion carried Unanimously.

Steve Karsjen, Mayor

Attest

Jenny Coffin, City Clerk

MEETING MINUTES
The City of Polk City
Planning and Zoning Commission
6:00 p.m., Monday, September 18, 2023

Polk City, Planning and Zoning Commission (P&Z) held a meeting at 6:00 p.m., on September 18, 2023, in City Hall Council Chambers.

The agenda was posted at the City Hall office as required by law.

These tentative minutes reflect all action taken at the meeting.

1. Call to Order | Chair Triplett called the meeting to order at 6:00 p.m.

2. Roll Call | Hankins (via Zoom), Bowersox, Vogel, Ohlfest, Pringnitz| In attendance
Sires | Absent

3. Approval of Agenda

MOTION: A motion was made by Bowersox and seconded by Ohlfest to approve the agenda.

MOTION CARRIED UNANIMOUSLY

4. Approval of Meeting Minutes

MOTION: A motion was made by Ohlfest and seconded by Pringnitz to approve P&Z Commission Meeting Minutes for August 21, 2023.

MOTION CARRIED UNANIMOUSLY

5. Monarch Crossing Preliminary Plat

a) Erin Ollendike, PE, Civil Design Advantage provided an overview of the Monarch Crossing Preliminary Plat

b) Travis Thornburgh, City Engineer provided a report.

c) No one was present to make a public comment.

MOTION: A motion was made by Ohlfest and seconded by Bowersox to recommend City Council approve the Preliminary Plat for Monarch Crossing subject to Engineering and Staff comments dated September 13, 2023.

MOTION CARRIED UNAMIOUSLY

6. On with Life Rezoning Petition

a) Travis Thornburgh, City Engineer provided a report and recommended approval subject to a signed Development Agreement covering future Northside Drive Development.

b) Linda Claussen, 1212 Bel Aire Rd made comment
Cease Olson, 402 Tyler St provided written comment

MOTION: A motion was made by Ohlfest and seconded by Vogel to recommend to the City Council to approve the rezoning petition with restrictions for On with Life subject to Engineering and Staff comments dated September 13, 2023.

MOTION CARRIED UNAMIOUSLY

7. Reports & Particulars

- Council Member Dvorak thanked the audience members for attending and being involved. He shared the recent Council discussion regarding UTV/ATV/Golf Carts and asked for the public to provide feedback on this hot topic, he said he would appreciate all input prior to Council taking action.
- City Engineer Thornburgh provided an update on Phase 2 of the trail project.

5. Adjournment

MOTION: A motion was made by Bowersox and seconded by Ohlfest to adjourn at 6:21 p.m.

MOTION CARRIED UNANIMOUSLY

Next Meeting Date – Monday October 16, 2023

Attest:

Jenny Coffin - City Clerk

CLAIMS REPORT

CITY OF POLK CITY		9/25/2023
Amazon	TETHERBALL	\$ 699.66
ARDICK EQUIPMENT CO.	SIGNS	\$ 232.00
BAKER & TAYLOR	BOOKS	\$ 1,449.93
BOMGAARS	D GODFREY	\$ 846.24
BUSINESS PUBLICATIONS CORP	RESOLUTION 2023-101	\$ 23.70
CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	\$ 371.40
CATCH DES MOINES	HOTEL MOTEL TAX	\$ 912.39
CITY LAUNDERING	PUBLIC WORKS MAT	\$ 172.97
CITY OF POLK CITY	UB ASSIST 1679002	\$ 676.58
CORE AND MAIN	LAB TESTING SUPPLIES	\$ 378.84
CRAIG GARRISON	GARRISON ACADEMY PER DIEM	\$ 440.38
RLC ENTERPRISES	PEST MANAGEMENT	\$ 200.00
DAIGLE LAW GROUP LLC	CONTINUING ED	\$ 295.00
FAIRFIELD BY MARRIOTT	ACADEMY WEEK 4	\$ 448.00
GALL'S INC.	RAIN JACKETS	\$ 147.84
HAWKINS INC	PVC TEE & PIPING	\$ 286.60
HEARTLAND DOOR & FRAME	DOOR REPAIR	\$ 95.00
HOUSBY MACK	E451/R458 OIL CHANGES/INSP	\$ 894.16
IMFOA	STOVER UNIFORM EQUIPMENT	\$ 639.33
IOWA PEACE OFFICERS ASSOC	PEACE OFFICERS ASSOC	\$ 270.00
JENNY COFFIN	MILEAGE REIMB	\$ 182.58
JESSE AND THE MEDICINE MAN	RAGBRAI PRE-RIDE	\$ 125.00
Keck Energy	FUEL PURCHASE	\$ 1,004.82
KILLIAN'S CUSTOM METAL	SIDING SCREWS	\$ 23.75
LINDE GAS & EQUIPMENT INC	oxygen	\$ 195.79
MARTIN MARIETTA AGGREGATES	WATER MAIN BREAK	\$ 201.30
MERI MERRITT	GCMOA MILEAGE REIMB	\$ 38.01
MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$ 12,877.88
NELSON AUTOMOTIVE	REPAIR PARTS	\$ 1,317.00
NORTH POLK FAMILY MED	CHANEY PHYSICAL	\$ 475.00
OVERDRIVE INC	DIGITAL AUDIO	\$ 648.86
PC Print Center	OFFICE SUPPLIES	\$ 499.95
PCC AMBULANCE BILLING	EMS BILLING APRIL	\$ 710.53
PINK STEW ENTERTAINMENT	BALLOON ARTIST	\$ 630.00
PORTABLE PRO, INC.	PART AMENITY	\$ 450.00
SARIS	FIX IT STATION	\$ 1,461.52
SERVICEMASTR COMMERCIAL CARPET	CITY HALL CARPETS	\$ 255.00
SHERWIN WILLIAMS	MARKING PAINT	\$ 2,085.60
STEVE KARSJEN	MIALG	\$ 10.15
TERRACON CONSULTANTS INC	SOIL TESTING	\$ 2,697.13
Toyne Inc	PUMP TESTING E451 R458	\$ 1,492.50
UNITY POINT CLINIC-OCCUPATONAL	C/O Simulation ED Center	\$ 42.00
VERIZON WIRELESS	PHONE AND DATA PLAN	\$ 369.45
WELLMARK BLUE CROSS BLUE SHEIL	Ocotber Premiums	\$ 32,526.33
Accounts Payable Total		\$ 69,800.17
GENERAL		\$ 41,687.25
ROAD USE		\$ 4,944.82
L.M.I		\$ 676.58
CITY FACILITIES TOTAL		\$ 2,697.13
WATER		\$ 11,204.16
SEWER		\$ 8,590.23
TOTAL FUNDS		\$ 69,800.17



POLK CITY - A City For All Seasons -

Monthly Finance Report

August 2023

Prepared By:

Jenny Coffin
City Clerk/Treasurer

ACCOUNT TITLE	LAST REPORT END BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILILTY	ENDING BALANCE
001 GENERAL	3,612,758.52	200,194.24	365,809.00	3,818.58	3,446,733.88
110 ROAD USE	502,393.43	61,635.94	56,061.66	932.94	508,900.65
111 I-JOBS	.00	.00	.00	.00	.00
121 LOCAL OPTION SALES TAX	1,491,920.67	111,774.77	.00	.00	1,603,695.44
125 TIF	253,080.89	.00	.00	.00	253,080.89
135 L.M.I	1,311,840.58	.00	2,937.24	.00	1,308,903.34
167 PC COMM. LIB TRUST	11,789.34	.00	.00	.00	11,789.34
177 ASSET FORFEITURE	18,716.81	.00	.00	.00	18,716.81
200 DEBT SERVICE	40,375.46-	.00	1,800.00	.00	42,175.46-
301 CITY FACILITIES TOTAL	5,852,128.46	.00	242,715.33	.00	5,609,413.13
302 CAPITAL WATER PROJECT	676,817.60	.00	28,600.00	.00	648,217.60
303 CAPITAL EQUIPMENT/VEHIC	197,372.19	832.28	19,147.28	.00	179,057.19
304 FOUR SEASONS PUB IMPROV	32,992.00	.00	.00	.00	32,992.00
305 NORTHSIDE DRIVE PROJECT	1,125,000.00	.00	7,000.00	.00	1,118,000.00
306 TRAIL PROJECTS	275,000.00	.00	7,820.00	.00	267,180.00
307 STREET PROJECTS	250,000.00	.00	.00	.00	250,000.00
600 WATER	1,520,742.38	222,467.32	157,891.16	1,091.81	1,586,410.35
610 SEWER	1,348,476.94	175,988.56	82,960.74	988.33	1,442,493.09
670 SOLID WASTE/RECYCLING	76,118.84	34,277.61	38,950.82	.00	75,674.09
740 STORM WATER UTILITY	191,722.32	8,376.09	12,913.68	.00	187,184.73
920 ESCROW	.00	.00	.00	.00	.00
Report Total	18,708,495.51	815,546.81	1,024,606.91	6,831.66	18,506,267.07

BANK CASH REPORT
2023

BANK FUND	BANK NAME	JULY CASH BALANCE	AUGUST RECEIPTS	AUGUST DISBURSMENTS	AUGUST CASH BALANCE	OUTSTANDING TRANSACTIONS	AUG BANK BALANCE
Grinnell State Bank BK#1							
BANK	Grinnell State Bank BK#1						13,362,803.05
001	CHECKING - GENERAL	558,162.22-	91,720.49	372,262.66	838,704.39-	81,926.90	
110	CHECKING - ROAD USE	502,393.43	61,665.94	55,158.72	508,900.65	11,142.72	
111	CHECKING - I-JOBS	0.00	0.00	0.00	0.00		
112	CHECKING - EMPLOYEE BENEFIT	0.00	0.00	0.00	0.00		
121	CHECKING - LOCAL OPTION	1,491,920.67	111,774.77	0.00	1,603,695.44		
125	CHECKING - TIF	253,080.89	0.00	0.00	253,080.89		
135	CHECKING - L.M.I.	592,797.72	0.00	2,937.24	589,860.48	1,584.50	
167	CHECKING - PC COMM. LIB TRUST	11,789.34	0.00	0.00	11,789.34		
177	CHECKING - FORFEITURE	18,716.81	0.00	0.00	18,716.81		
200	CHECKING - DEBT SERVICE	40,375.46-	600.00	2,400.00	42,175.46-		
301	CHECKING - CAPITAL PROJECT	5,852,128.46	0.00	242,715.33	5,609,413.13	40,121.50	
302	CHECKING - CAPITAL WATER PROJ	676,817.60	0.00	28,600.00	648,217.60		
303	CHECKING - CAP EQUIP/VEHICLE	197,372.19	832.28	19,147.28	179,057.19	19,147.28	
304	CHECKING	32,992.00	0.00	0.00	32,992.00		
305	CHECKING	1,125,000.00	0.00	7,000.00	1,118,000.00	7,000.00	
306	CHECKING	275,000.00	0.00	7,820.00	267,180.00	7,820.00	
307	CHECKING	250,000.00	0.00	0.00	250,000.00		
600	CHECKING - WATER UTILITY	1,520,741.38	248,547.12	182,879.15	1,586,409.35	9,954.29	
610	CHECKING - SEWER UTILITY	1,348,475.94	201,802.72	107,786.57	1,442,492.09	11,809.78	
670	CHECKING-SOLID WASTE/RECYCLING	76,118.84	34,699.25	35,144.00	75,674.09	1,589.98	
740	CHECKING	191,722.32	8,490.16	13,027.75	187,184.73		
920	CHECKING - ESCROW BANK ACCOUNT	0.00	0.00	0.00	0.00		
	PENDING CREDIT-CARD DEPOSITS					329,934.45	
	DEPOSITS					2,138.90	
	WITHDRAWALS					995.51	
Grinnell State Bank TOTALS		13,818,529.91	760,132.73	1,076,878.70	13,501,783.94	138,980.89-	13,362,803.05

3/2024 Transaction cleared on statement was entered in a future period. 300.00-
 8/31/2023 Calculated Statement Balance 13,362,503.05

LUANA SAV. BK MM BK#2							
BANK	LUANA SAV. BK MM BK#2						156,008.16
001	Luana Savings Bank - M.M. Acco	639,805.92-	76,772.22	0.00	563,033.70-		
135	Luana Money Market Account	719,041.86	0.00	0.00	719,041.86		
LUANA SAV. BK MM TOTALS		79,235.94	76,772.22	0.00	156,008.16	0.00	156,008.16

GRINNELL STATE BK- C.D. BK#3							
BANK	GRINNELL STATE BK- C.D. BK#3						1,587,732.64
001	GRINNELL STATE BANK CD	1,550,000.00	37,732.64	0.00	1,587,732.64		
GRINNELL STATE BK- C.D. TOTALS		1,550,000.00	37,732.64	0.00	1,587,732.64	0.00	1,587,732.64

BANK CASH REPORT
2023

BANK NAME FUND GL NAME	JULY CASH BALANCE	AUGUST RECEIPTS	AUGUST DISBURSMENTS	AUGUST CASH BALANCE	OUTSTANDING TRANSACTIONS	AUG BANK BALANCE
GRINNELL STATE BK-MM BK#4 -----						
BANK GRINNELL STATE BK-MM BK#4 001 SUPER MONEY MKT II	10,290.66	12.67	0.00	10,303.33		10,303.33
GRINNELL STATE BK-MM TOTALS	10,290.66	12.67	0.00	10,303.33	0.00	10,303.33
LUANA SAVINGS BANK CD BK#6 -----						
BANK LUANA SAVINGS BANK CD BK#6 001 LUANA BANK C.D.-1.85%	3,250,000.00	0.00	0.00	3,250,000.00		3,250,000.00
LUANA SAVINGS BANK CD TOTALS	3,250,000.00	0.00	0.00	3,250,000.00	0.00	3,250,000.00
TOTAL OF ALL BANKS	18,708,056.51	874,650.26	1,076,878.70	18,505,828.07	138,980.89-	18,366,847.18

BUDGET REPORT
CALENDAR 8/2023, FISCAL 2/2024

PCT OF FISCAL YTD 16.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	GENERAL TOTAL	4,527,650.00	365,809.00	806,356.43	17.81	3,721,293.57
	ROAD USE TOTAL	710,450.00	56,061.66	103,203.35	14.53	607,246.65
	LOCAL OPTION SALES TAX TOTAL	950,000.00	.00	.00	.00	950,000.00
	TIF TOTAL	790,583.00	.00	.00	.00	790,583.00
	L.M.I TOTAL	60,000.00	2,937.24	6,246.17	10.41	53,753.83
	DEBT SERVICE TOTAL	1,160,070.00	1,800.00	1,800.00	.16	1,158,270.00
	CITY FACILITIES TOTAL TOTAL	5,950,500.00	242,715.33	392,035.30	6.59	5,558,464.70
	CAPITAL WATER PROJECT TOTAL	8,184,000.00	28,600.00	63,750.00	.78	8,120,250.00
	CAPITAL EQUIPMENT/VEHICLE TOTA	369,100.00	19,147.28	156,681.40	42.45	212,418.60
	NORTHSIDE DRIVE PROJECT TOTAL	2,018,000.00	7,000.00	7,000.00	.35	2,011,000.00
	TRAIL PROJECTS TOTAL	275,000.00	7,820.00	7,820.00	2.84	267,180.00
	STREET PROJECTS TOTAL	250,000.00	.00	.00	.00	250,000.00
	WATER TOTAL	1,733,695.00	157,891.16	339,869.18	19.60	1,393,825.82
	SEWER TOTAL	1,857,493.00	82,960.74	337,108.00	18.15	1,520,385.00
	SOLID WASTE/RECYCLING TOTAL	416,000.00	38,950.82	48,180.48	11.58	367,819.52
	STORM WATER UTILITY TOTAL	230,000.00	12,913.68	13,303.96	5.78	216,696.04
	TOTAL EXPENSES BY FUND	=====	=====	=====	=====	=====
		29,482,541.00	1,024,606.91	2,283,354.27	7.74	27,199,186.73
		=====	=====	=====	=====	=====

BUDGET REPORT
CALENDAR 8/2023, FISCAL 2/2024

PCT OF FISCAL YTD 16.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	POLICE TOTAL	1,309,400.00	105,148.68	221,999.53	16.95	1,087,400.47
	CIVIL DEFENSE TOTAL	11,500.00	93.06	219.90	1.91	11,280.10
	FIRE TOTAL	978,350.00	69,166.33	182,827.50	18.69	795,522.50
	BUILDING/HOUSING TOTAL	526,000.00	41,873.83	74,988.66	14.26	451,011.34
	DOG CONTROL TOTAL	5,100.00	.00	2,804.00	54.98	2,296.00
	PUBLIC SAFETY TOTAL	2,830,350.00	216,281.90	482,839.59	17.06	2,347,510.41
	ROAD USE TOTAL	737,650.00	68,384.93	127,337.05	17.26	610,312.95
	STREET LIGHTING TOTAL	65,000.00	2,445.01	6,712.78	10.33	58,287.22
	PUBLIC WORKS TOTAL	802,650.00	70,829.94	134,049.83	16.70	668,600.17
	ENV.HEALTH SERVICES TOTAL	2,000.00	.00	.00	.00	2,000.00
	HEALTH & SOCIAL SERVICES TOTA	2,000.00	.00	.00	.00	2,000.00
	LIBRARY TOTAL	467,550.00	31,709.14	68,090.81	14.56	399,459.19
	PARKS TOTAL	425,000.00	65,958.29	129,838.02	30.55	295,161.98
	COMMUNITY CENTER TOTAL	.00	203.15	13,403.15	.00	13,403.15
	CULTURE & RECREATION TOTAL	892,550.00	97,870.58	211,331.98	23.68	681,218.02
	TIF/ECON DEV TOTAL	602,241.00	2,937.24	6,246.17	1.04	595,994.83
	COMMUNITY & ECONOMIC DEV TOTA	602,241.00	2,937.24	6,246.17	1.04	595,994.83
	MAYOR COUNCIL TOTAL	127,000.00	7,134.54	13,838.49	10.90	113,161.51
	POLICY ADMINISTRATION TOTAL	175,350.00	15,196.70	26,812.74	15.29	148,537.26
	ELECTIONS TOTAL	1,000.00	.00	.00	.00	1,000.00
	CITY ATTORNEY TOTAL	65,500.00	7,350.00	14,190.00	21.66	51,310.00
	CITY HALL TOTAL	87,700.00	3,732.00	17,622.15	20.09	70,077.85
	OTHER CITY GOVERNMENT TOTAL	164,000.00	3,475.00	8,875.00	5.41	155,125.00
	GENERAL GOVERNMENT TOTAL	620,550.00	36,888.24	81,338.38	13.11	539,211.62
	DEBT SERVICE TOTAL	1,160,070.00	1,800.00	1,800.00	.16	1,158,270.00
	DEBT SERVICE TOTAL	1,160,070.00	1,800.00	1,800.00	.16	1,158,270.00
	POLICE TOTAL	219,100.00	19,147.28	139,306.40	63.58	79,793.60
	OTHER PUBLIC WORKS TOTAL	150,000.00	.00	17,375.00	11.58	132,625.00
	CAPITAL IMPROVEMENT TOTAL	8,493,500.00	257,535.33	406,855.30	4.79	8,086,644.70
	WATER UTILITY TOTAL	8,184,000.00	28,600.00	63,750.00	.78	8,120,250.00

BUDGET REPORT
CALENDAR 8/2023, FISCAL 2/2024

PCT OF FISCAL YTD 16.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	CAPITAL PROJECTS TOTAL	17,046,600.00	305,282.61	627,286.70	3.68	16,419,313.30
	WATER UTILITY TOTAL	1,528,950.00	157,891.16	339,869.18	22.23	1,189,080.82
	SEWER UTILITY TOTAL	1,742,493.00	82,960.74	337,108.00	19.35	1,405,385.00
	RECYCLING TOTAL	416,000.00	38,950.82	48,180.48	11.58	367,819.52
	STORM WATER TOTAL	230,000.00	12,913.68	13,303.96	5.78	216,696.04
	ENTERPRISE FUNDS TOTAL	3,917,443.00	292,716.40	738,461.62	18.85	3,178,981.38
	TRANSFER TOTAL	1,608,087.00	.00	.00	.00	1,608,087.00
	TRANSFER OUT TOTAL	1,608,087.00	.00	.00	.00	1,608,087.00
	TOTAL EXPENSES	29,482,541.00	1,024,606.91	2,283,354.27	7.74	27,199,186.73

REVENUE REPORT
CALENDAR 8/2023, FISCAL 2/2024

PCT OF FISCAL YTD 16.6%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	4,610,109.00	200,194.24	298,286.22	6.47	4,311,822.78
	ROAD USE TOTAL	720,590.00	61,635.94	123,930.84	17.20	596,659.16
	LOCAL OPTION SALES TAX TOTAL	950,000.00	111,774.77	194,599.43	20.48	755,400.57
	TIF TOTAL	787,632.00	.00	496.91	.06	787,135.09
	L.M.I TOTAL	223,342.00	.00	49,900.59	22.34	173,441.41
	DEBT SERVICE TOTAL	1,160,070.00	.00	1,746.31	.15	1,158,323.69
	CITY FACILITIES TOTAL TOTAL	2,460,900.00	.00	1,908,680.05	77.56	552,219.95
	CAPITAL WATER PROJECT TOTAL	6,510,000.00	.00	.00	.00	6,510,000.00
	CAPITAL EQUIPMENT/VEHICLE TOTA	329,100.00	832.28	211,374.78	64.23	117,725.22
	NORTHSIDE DRIVE PROJECT TOTAL	2,018,000.00	.00	1,125,000.00	55.75	893,000.00
	TRAIL PROJECTS TOTAL	275,000.00	.00	275,000.00	100.00	.00
	STREET PROJECTS TOTAL	250,000.00	.00	250,000.00	100.00	.00
	WATER TOTAL	1,770,900.00	222,467.32	469,599.53	26.52	1,301,300.47

REVENUE REPORT
CALENDAR 8/2023, FISCAL 2/2024

PCT OF FISCAL YTD 16.6%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET	MTD BALANCE	YTD BALANCE	PERCENT RECD	UNCOLLECTED
	SEWER TOTAL	1,888,300.00	175,988.56	355,655.63	18.83	1,532,644.37
	SOLID WASTE/RECYCLING TOTAL	416,000.00	34,277.61	68,664.11	16.51	347,335.89
	STORM WATER UTILITY TOTAL	295,000.00	8,376.09	16,739.67	5.67	278,260.33
	TOTAL REVENUE BY FUND	24,664,943.00	815,546.81	5,349,674.07	21.69	19,315,268.93

BALANCE SHEET
CALENDAR 8/2023, FISCAL 2/2024

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1110	CHECKING - GENERAL	280,542.17-	838,704.39-
001-000-1725	ACCUM.DEPR. - LIBRARY BLDG	.00	.00
001-000-1745	ACCUM.DEPR. - PWD EQUIPMENT	.00	.00
001-000-1755	ACCUM.DEPR. - POLICE	.00	.00
001-000-1756	ACCUM.DEPR. - FIRE DEPT.	.00	.00
001-000-1805	ACCUM.DEPR. - SIDEWALKS	.00	.00
001-000-1806	ACCUM.DEPR.- PARKER BLVD	.00	.00
110-000-1110	CHECKING - ROAD USE	6,507.22	508,900.65
111-000-1110	CHECKING - I-JOBS	.00	.00
121-000-1110	CHECKING - LOCAL OPTION	111,774.77	1,603,695.44
125-000-1110	CHECKING - TIF	.00	253,080.89
135-000-1110	CHECKING - L.M.I.	2,937.24-	589,860.48
167-000-1110	CHECKING - PC COMM. LIB TRUST	.00	11,789.34
177-000-1110	CHECKING - FORFEITURE	.00	18,716.81
200-000-1110	CHECKING - DEBT SERVICE	1,800.00-	42,175.46-
301-000-1110	CHECKING - CAPITAL PROJECT	242,715.33-	5,609,413.13
302-000-1110	CHECKING - CAPITAL WATER PROJ	28,600.00-	648,217.60
303-000-1110	CHECKING - CAP EQUIP/VEHICLE	18,315.00-	179,057.19
304-000-1110	CHECKING	.00	32,992.00
305-000-1110	CHECKING	7,000.00-	1,118,000.00
306-000-1110	CHECKING	7,820.00-	267,180.00
307-000-1110	CHECKING	.00	250,000.00
600-000-1110	CHECKING - WATER UTILITY	65,667.97	1,586,409.35
600-000-1805	ACCUM. DEPR. - WATER	.00	.00
610-000-1110	CHECKING - SEWER UTILITY	94,016.15	1,442,492.09
610-000-1805	ACCUM. DEPR. - SEWER	.00	.00
670-000-1110	CHECKING-SOLID WASTE/RECYCLING	444.75-	75,674.09
740-000-1110	CHECKING	4,537.59-	187,184.73
920-000-1110	CHECKING - ESCROW BANK ACCOUNT	.00	.00
	CHECKING TOTAL	----- 316,745.97-	----- 13,501,783.94
600-000-1111	WAT.SINKING/CKG	.00	.00
610-000-1111	SEWER SINKING FUND	.00	.00
	WATER SINKING TOTAL	----- .00	----- .00
600-000-1112	WATER TRUST CHECKING	.00	.00
610-000-1112	SEW.IMPR.CHECKING	.00	.00
	CHECKING TOTAL	----- .00	----- .00
600-000-1113	WAT.IMPR/CHECKING	.00	.00
610-000-1113	79 SANITARY SEWER DISTRICT	.00	.00
	CHECKING TOTAL	----- .00	----- .00

BALANCE SHEET
CALENDAR 8/2023, FISCAL 2/2024

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
600-000-1115	Water Holding Account	.00	.00
	TOTAL	----- .00	----- .00
001-000-1120	LIBR.PETTY CASH	.00	35.00
600-000-1120	WATER PETTY CASH	.00	.00
	PETTY CASH TOTAL	----- .00	----- 35.00
001-000-1121	GENERAL PETTY CASH	.00	100.00
	PETTY CASH TOTAL	----- .00	----- 100.00
001-000-1122	PETTY CASH-POLICE	.00	300.00
	PETTY CASH-POLICE TOTAL	----- .00	----- 300.00
001-000-1150	GENERAL RESERVE IPAIT A/C	.00	1.00
125-000-1150	TIF RESERVE IPAIT A/C	.00	.00
135-000-1150	LMI - IPAIT Account	.00	1.00
200-000-1150	DEBT/TIF/CHECKING	.00	.00
301-000-1150	TIF SPECIAL REVENUES	.00	.00
600-000-1150	WATER FUND IPAIT A/C	.00	1.00
610-000-1150	SEWER FUND IPAIT A/C	.00	1.00
	CHECKING TOTAL	----- .00	----- 4.00
001-000-1151	GENERAL INVESTMENT	.00	.00
600-000-1151	WATER RESERVE INVESTMENT	.00	.00
610-000-1151	Sewer Fund CD	.00	.00
	SAVINGS TOTAL	----- .00	----- .00
600-000-1152	WATER TRUST INVESTMT.	.00	.00
	WATER TRUST INVESTMENT TOTAL	----- .00	----- .00
001-000-1160	SUPER MONEY MKT II	12.67	10,303.33
110-000-1160	SAVINGS	.00	.00
125-000-1160	SAVINGS	.00	.00
	SUPER MONEY MKT II TOTAL	----- 12.67	----- 10,303.33

BALANCE SHEET
CALENDAR 8/2023, FISCAL 2/2024

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1161	GRINNELL STATE BANK CD	37,732.64	1,587,732.64
610-000-1161	Polk County Bank CD	.00	.00
		-----	-----
	GRINNELL STATE BANK CD TOTAL	37,732.64	1,587,732.64
001-000-1162	LUANA BANK C.D. -1.85%	.00	3,250,000.00
		-----	-----
	TOTAL	.00	3,250,000.00
001-000-1163	Luana Savings Bank - M.M. Acco	76,772.22	563,033.70-
135-000-1163	Luana Money Market Account	.00	719,041.86
600-000-1163	Luana Money Market Account	.00	.00
610-000-1163	Luana Money Market Account	.00	.00
		-----	-----
	LUANA MONEY MARKET TOTAL	76,772.22	156,008.16
600-000-1220	ACCOUNTS RECEIVABLE	.00	.00
610-000-1220	ACCOUNTS RECEIVABLE	.00	.00
		-----	-----
	TOTAL	.00	.00
	TOTAL CASH	=====	=====
		202,228.44-	18,506,267.07
		=====	=====



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
KWIK TRIP, INC.	Kwik Star #1089	(515) 984-6822		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
1090 Parker Blvd		Polk City	Polk	50226
MAILING ADDRESS	CITY	STATE	ZIP	
PO Box 2107	La Crosse	Wisconsin	54602	

Contact Person

NAME	PHONE	EMAIL
Deanna Hafner	(608) 793-6262	dhafner@kwiktrip.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Class B Retail Alcohol License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Oct 11, 2023	Oct 10, 2024	

SUB-PERMITS

Class B Retail Alcohol License

PRIVILEGES



Status of Business

BUSINESS TYPE

Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Scott Zietlow	Rochester	Minnesota	55902	Owner	100.00	Yes
Thomas Reinhart	Onalaska	Wisconsin	54650	Secretary	0.00	Yes
Jeffrey Wrobel	La Crosse	Wisconsin	54601	Treasurer	0.00	Yes

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE



City of Polk City, Iowa City Council Agenda Communication

Date: September 12, 2023
To: Mayor Karsjen & City Council
From: Chief Jeremy Siepker
Subject: Governor's Traffic Safety Bureau Highway Safety Grant Contract

BACKGROUND: The Polk City Police Department has been participating in the Iowa Governor's Traffic Safety Bureau State and Community Highway Safety Grant since 2017. This program provides funding towards overtime pay accrued during general traffic enforcement and impaired driving enforcement efforts and funds to be applied towards equipment to be used in traffic safety enforcement and education. The project is focused on enforcement and deterrence of the top driving offenses that kill people: impaired driving, seatbelt use, distracted driving and speeding.

So far in our 2023 contract, ending September 30th, my officers have worked 94 hours of overtime paid for by this grant. In those hours they made 14 alcohol and/or drugged driving arrests and addressed 194 other traffic violations.

This year we have been awarded \$6,800 to be applied for overtime enforcement and equipment. The equipment we have applied for are two Preliminary Breath Test devices (PBT's).

ALTERNATIVES: Do not accept award contract for FY24.

FINANCIAL CONSIDERATIONS: There are no financial considerations or funds to match in this grant award.

RECOMMENDATION: It is my recommendation that Council approve this Governor's Traffic Safety Bureau grant award for FY24 in the amount of \$6,800.00.

**GOVERNOR'S TRAFFIC SAFETY BUREAU
IOWA DEPARTMENT OF PUBLIC SAFETY**

CONTRACT NUMBER: State and Community Highway Safety Grant
PAP 402-PT-2024, Task 05-40-76
PAP 402-AL-2024, Task 02-40-76

PROJECT TITLE: Polk City PD-HVE OT

ISSUING AGENCY: DPS/Governor's Traffic Safety Bureau

PROJECT SUBRECIPIENT: Polk City Police Department

PROJECT BUDGET: Highway Safety Funded Amount: \$6,800.00

AGENCY/LAW/SOURCE: National Highway Traffic Safety Administration (NHTSA)
Public Law 117-58, Section 402

Submit Reimbursement Claims To:

Governor's Traffic Safety Bureau
215 East 7th Street, 3rd Floor
Des Moines, Iowa 50319-0248

Issue Payment To:

Polk City Town of
PO Box 381
Polk City, Iowa 50226

Submit Reports To:

Governor's Traffic Safety Bureau
215 East 7th Street, 3rd Floor
Des Moines, Iowa 50319-0248
515-725-6121, FAX 515-725-6133

Transmit Contract Information To:

Lieutenant Matthew Aswegan
Polk City Police Department
309 W Van Dorn Street
Polk City, Iowa 50226
515-984-6565, FAX 515-984-9280

The Subrecipient agrees to furnish and deliver all products and perform all services set forth in the attached Special Conditions for the consideration stated herein. The rights and obligations of the parties to this contract will be subject to and governed by the Special Conditions and the General Conditions. To the extent that any specifications or other conditions which are made a part of this contract by reference or otherwise conflict, the Special Conditions and the General Conditions will control. To the extent that any inconsistency between the Special Conditions and the General Conditions exists, the Special Conditions will control. When approved, the instrument becomes a contract to accomplish the provisions contained within the Fiscal Year 2024 Highway Safety Plan, State and Community Highway Safety Grant 402-PT-2024, Task 05-40-76 and 402-AL-2024, Task 02-40-76, and thereby constitutes an official program with the Governor's Traffic Safety Bureau. This activity meets the requirements of Public Law 117-58 and the requirements set forth in the Governor's Traffic Safety Bureau Procedures Manual, as amended.

IN WITNESS THEREOF, the parties hereto have executed this contract on the day and year last specified below.

SUBRECIPIENT:

By 

Date: 9/13/23

ISSUING AGENCY:

By 
Brett A. Tjepkes, Bureau Chief

Date: 09/01/2023

Effective Date: 10/01/23

Expiration Date: 09/30/24

GENERAL FEDERAL AWARD INFORMATION PER § 200.210

1) Recipient:	Polk City Police Department
2) UEI:	R7WJDN6BLFJ6
3) FAIN:	69A37522300004020IA0
4) Federal Award Date	12/15/2021
5) Period of Performance:	10/1/23-9/30/24
6) Federal Funds:	6,800.00
7) Total Funds Obligated:	6,800.00
8) Total Amount of Federal Award:	6,800.00
9) Approved Budget:	Refer to the signed agreement/award
10) Recipient Match Requirement:	None
11) State Match Requirement:	Iowa State Patrol
12) Description:	High Visibility Enforcement OT (Gen/Alc)
13) Federal Awarding Agency:	National Highway Traffic Safety Administration
14) CFDA:	20.600 - State & Community Highway Safety Grants
15) Research and Development Funds:	No
16) Indirect Cost Rate:	Not applicable

SPECIAL CONDITIONS

Article 1.0 Identification of Parties. This Contract is entered into by and between the Iowa Department of Public Safety/Governor's Traffic Safety Bureau (hereafter referred to as DPS/GTSB) and the Polk City Police Department (hereinafter referred to as Subrecipient).

Article 2.0. Statement of Purpose.

WHEREAS, the Highway Safety Plan is the tool for developing and improving overall safety capabilities; improving the program management and decision-making capabilities of safety officials; addressing special problems or opportunities; and providing a coordination mechanism for the purpose of reducing traffic-related property damage, personal injury and fatal crashes, and

WHEREAS, the DPS/GTSB has been designated to administer the State and Community Highway Safety Programs established under Section 402 of the Infrastructure Investment and Jobs Act, as amended, and

WHEREAS, the Subrecipient has the necessary ability to develop and carry out a portion of that Highway Safety Plan,

THEREFORE, the parties hereto do agree as follows:

Article 3.0 Area Covered. The Subrecipient will perform all the work and services required under this Contract in connection with and respecting the following areas:

City of Polk City, Iowa and other jurisdiction(s) authorized by a shared enforcement agreement.

Article 4.0 Reports and Products. The Subrecipient will submit the following reports and products:

- 4.1 A Claim for Reimbursement form, documentation and, if applicable, an Equipment Accountability Report form for reimbursement within 90 days of the expense being paid by the Subrecipient with the exception of the final claim which is due into the DPS/GTSB office no later than November 15, 2024.

- 4.2 A cumulative final report due November 1, 2024 covering accomplishments and deficiencies of the Statement of Work and Services.
- 4.3 Any reports and products deemed prudent by the Issuing Agency or Subrecipient.
- 4.4 A copy of all audit reports within 30 days of completion of said audit.
- 4.5 Monthly activity reports due the 15th of the following month on forms provided by the DPS/GTSB that quantify project activities.

Article 5.0 Designation of Officials.

- 5.1 DPS/GTSB - The Governor's Representative for Highway Safety and the Director of the Governor's Traffic Safety Bureau are the only persons authorized to execute and approve any changes in terms, conditions, or amounts specified in this Contract.
- 5.2 Contract Designee, Chief Jeremy Siepker, is designated to approve in writing, on behalf of the Subrecipient, the Claim for Reimbursement and any negotiated changes in this Contract.

Article 6.0 Key Personnel. The Subrecipient hereby assigns the duties and responsibilities of project administration to Lieutenant Matthew Aswegan, representing the Subrecipient in this agreement.

Article 7.0 Time of Performance. The services of the Subrecipient will commence on or after the effective date stipulated on the signature page and will be completed before or by the expiration date.

Article 8.0 Modification of General Conditions. None.

Article 9.0 Additional Special Conditions.

- 9.1 Expense Documentation. The Subrecipient will document the expenditure of such funds authorized as eligible for reimbursement in accordance with the conditions of this Contract upon submission of the Claim and, for equipment, the Equipment Accountability Report as supplied by the DPS/GTSB.
- 9.2 Policies and Procedures. The Subrecipient will comply with all policies and procedures contained in the Iowa DPS/GTSB Policies and Procedures Manual, as amended, including appropriate attachments provided by the DPS/GTSB in accordance with Section 402 of the Infrastructure Investment and Jobs Act, and the Iowa Administrative Code, Section 661, Chapter 20.
- 9.3 Copyrights. The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
 - a. The copyright of any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and
 - b. Any rights of copyright to which a grantee, sub grantee or a subrecipient purchases ownership with grant support.
- 9.4 Debarred, Suspended and Ineligible Status. The Subrecipient certifies that the Subrecipient and/or any of its contractors have not been debarred, suspended or declared ineligible by any agency of the State of Iowa or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. The Subrecipient will immediately notify the DPS/GTSB if the Subrecipient is debarred by the State or

placed on the Consolidated List of Debarred, Suspended and Ineligible Subrecipients by a federal entity.

a. *Instructions for Primary Certification*

- 1) By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- 2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- 4) The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5) The terms *covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 2 CFR parts 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- 6) The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- 7) The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- 8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

- 9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - 10) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.
- b. *Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions*
- 1) The prospective primary tier participant certifies to the best of its knowledge and belief, that its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
 - 2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.
- c. *Instructions for Lower Tier Certification*
- 1) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
 - 2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
 - 3) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 - 4) The terms *covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded*, as

used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR Part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

- 5) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
 - 6) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
 - 7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
 - 8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - 9) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.
- d. *Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions*
- 1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
 - 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

9.5 Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes in accordance with 23 CFR 1300.31.

- a. *Title.* Except as provided in paragraphs (e) and (f) of this section, title to equipment acquired under 23 U.S.C. Chapter 4 and Section 1906 will vest

upon acquisition in the State or its subrecipient, as appropriate, subject to the conditions in paragraphs (b) through (d) of this section.

- b. *Use.* All equipment shall be used for the originally authorized grant purposes for as long as needed for those purposes, as determined by the Regional Administrator, and neither the State nor any of its subrecipients or contractors shall encumber the title or interest while such need exists.
- c. *Management and disposition.* Subject to the requirements of paragraphs (b), (d), (e), and (f) of this section, States and their subrecipients and contractors shall manage and dispose of equipment acquired under 23 U.S.C. Chapter 4 and Section 1906 in accordance with State laws and procedures.
- d. *Purchases and dispositions.* Subrecipients shall receive prior written approval for all in-car camera purchases and any equipment purchases over \$4,000 from GTSB by submitting a quote from the vendor for the equipment to verify the acquisition price. GTSB will determine if further approval is required from NHTSA based on the acquisition price on the quote. Claims for equipment submitted by the Subrecipient must match the quote exactly which was approved by GTSB. GTSB considers equipment purchased using federal funds to have a useful life expectancy of at least a 5 years minimum unless documentation is provided to the contrary.
 - 1) Equipment with a useful life of more than one year and an acquisition cost of \$5,000 or more shall be subject to the following requirements:
 - i. Purchases shall receive prior written approval from GTSB and NHTSA. Failure to secure prior approval will result in the Subrecipient being responsible for the cost of the equipment purchase; retroactive approval from NHTSA is not an option.
 - ii. Dispositions shall receive prior written approval from NHTSA unless the equipment has exceeded its useful life as determined by GTSB policy.
 - 2) Equipment with a useful life of more than one year and an acquisition cost of less than \$5,000 shall be subject to the following requirements:
 - i. Dispositions shall be reported to GTSB.
 - ii. Equipment destroyed during its useful life shall be replaced by the department. The department will notify GTSB of the date the equipment was rendered unusable and the replacement information to include: manufacturer, date equipment was received, serial number and a photo with serial number.
- e. *Right to transfer title.* The Regional Administrator may reserve the right to transfer title to equipment acquired under this part to the Federal Government or to a third party when such third party is eligible under Federal statute. Any such transfer shall be subject to the following requirements:
 - 1) The equipment shall be identified in the grant or otherwise made known to the State in writing;
 - 2) The Regional Administrator shall issue disposition instructions within 120 calendar days after the equipment is determined to be no longer needed for highway safety purposes, in the absence of which the State shall follow the applicable procedures in 2 CFR parts 200 and 1300.
- f. *Federally-owned equipment.* In the event a State or its subrecipient is provided federally-owned equipment:
 - 1) Title shall remain vested in the Federal Government;
 - 2) Management shall be in accordance with Federal rules and procedures, and an annual inventory listing shall be submitted by the State;
 - 3) The State or its subrecipient shall request disposition instructions from the Regional Administrator when the item is no longer needed for highway safety purposes.

- 4) DPS/GTSB does not allow equipment purchased using federal funds to be sold without written prior approval from GTSB.

- 9.6 Nondiscrimination. The Subrecipient will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:
- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
 - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
 - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
 - The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
 - The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
 - Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
 - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The Subrecipient:

- a. Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- b. Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non- Discrimination Authorities identified in this Assurance;

- c. Agrees to comply (and require any of its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- d. Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- e. Insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the Subrecipient/funding recipient agrees:

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a Subrecipient/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the Subrecipient/funding recipient under the contract/agreement until the Subrecipient/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program

9.7 Buy America Act. The Subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires Subrecipients to purchase only steel, iron and manufactured products produced in the United States with Federal Funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

9.8 Political Activity (Hatch Act). The Subrecipient will comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

- 9.9 State Lobbying Restrictions. None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.
- 9.10 Federal Lobbying Restrictions. The undersigned certifies, to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, of modification of any Federal contract, grant, loan, or cooperative agreement;
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
 - c. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- 9.11 Prohibition on Using Grant Funds to Check for Helmet Usage. The Subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
- 9.12 Contract Amendments. Contract amendments must occur if there is a change in budget within the same funding source, to change the required scope of work, a change in an equipment purchase including quantity or addressing an unplanned occurrence. A letter must be submitted by the Contract Designee to GTSB for approval. Once GTSB has issued an approval for the change, the Subrecipient may proceed with the amended activity. No change in a contractual agreement will be accepted within 60 days of the close of the contract.

Article 10.0 Conditions of Payment.

- 10.1 Maximum Payments. It is expressly understood and agreed the maximum amount to be paid to the Subrecipient by the DPS/GTSB for any item of work or service

will be the amount specified under Article 12.0 subject to Article 11.0 herein. It is further understood and agreed the total of all payments to the Subrecipient by the DPS/GTSB for all work and services required under this Contract will not exceed \$6,800.00 unless modified by written amendment of this Contract as provided in Section 1.0 of the General Conditions.

- 10.2 Claim for Reimbursement. All payments to the Subrecipient will be subject to the DPS/GTSB's receipt of a Claim and documentation. A Claim will be submitted on a form provided by the DPS/GTSB. Expenses will need to be paid prior to submitting the claim for reimbursement. If claiming equipment, an Equipment Accountability Report must also be submitted. The Subrecipient must perform services (as defined in sections 11.7 and 11.8 of this contract) between the effective dates of the contract to qualify for reimbursement. The Subrecipient shall receive goods no later than July 31 as stated in section 11.9 of this contract to qualify for reimbursement, unless prior approval is granted. No payments will be made if required reports are more than two months past due unless approved by the DPS/GTSB Director. GTSB reserves the right to deny payment when there has not been performance of any activities defined in the Statement of Work and Services.
- 10.3 Receipt of Federal Funds.
- a. All payments hereunder will be subject to the receipt of federal funds by the DPS/GTSB. The termination, reduction, or delay of federal funds to the DPS/GTSB may be reflected by a corresponding modification to the conditions of this Contract.
 - b. Notwithstanding any other provisions of this Contract, if funds anticipated for the continued fulfillment of this Contract are at any time not forthcoming or insufficient, either through failure of the State of Iowa to appropriate funds, discontinuance or material alteration of the program for which funds were provided, the DPS/GTSB will have the right to terminate this Contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration. Unless otherwise agreed to by the parties, the Contract will become null and void on the last day of the fiscal year for which appropriations were received, except that if an appropriation to cover cost of this Contract becomes available within sixty (60) days subsequent to termination under this clause, the DPS/GTSB agrees to re-enter a Contract with the terminated Subrecipient under the same provisions, terms and conditions as the original Contract.
 - c. In the event of termination of this Contract due to non-appropriation, the exclusive, sole and complete remedy of Subrecipient will be payment for services rendered prior to termination.
- 10.4 Non-Performance Termination. If, through any cause, the Subrecipient shall fail to fulfill in a timely and proper manner its obligation under this contract, or if the Subrecipient shall violate any of the agreements or stipulations of this contract, the DPS/GTSB shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The DPS/GTSB shall be the sole arbitrator of whether the Subrecipient or its contractor is performing its work in a proper manner with reference to the quality of work performed by the Subrecipient or its contractor under the provisions of this contract. The Subrecipient and the DPS/GTSB further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date.

- 10.5 The Subrecipient will arrange for a single audit to be performed in accordance with 2 CFR 200 when, as a non-federal entity, the Subrecipient receives \$750,000.00 or more in federal funds. The federal agency, National Highway Traffic Safety Administration, Department of Transportation, passes funds through the Department of Public Safety, Governor's Traffic Safety Bureau. The Catalog of Federal Domestic Assistance (CFDA) number 20.600 applies to State & Community Highway Safety Grants. A copy of the audit report will be submitted to the DPS/GTSB within thirty (30) days after the completion of the audit.

Article 11.0 Statement of Work and Services. The Subrecipient will perform in a satisfactory and proper manner, as determined by the DPS/GTSB the following work and services:

- 11.1 The Contract will be monitored by the National Highway Traffic Safety Administration (NHTSA) and the DPS/GTSB. All records and documents pertaining to the project are subject to auditing and evaluation by those agencies or their designees.
- 11.2 The Subrecipient will absorb all costs not contained in this contract.
- 11.3 The project will be evaluated on all items contained in the Statement of Work and Services and the Budget.
- 11.4 There will be no change in the Statement of Work and Services or Budget without prior written approval of the DPS/GTSB.
- 11.5 The Subrecipient will comply with all requirements contained within the Policies and Procedures Manual of the DPS/GTSB.
- 11.6 All documents relative to fiscal claims will be maintained in the Subrecipient's office and will be available for review during regular office hours.
- 11.7 Staffing plan:
 - a. Officers to conduct 86 hours of directed overtime for general enforcement with documented enforcement action(s) issued to violator(s).
 - b. Officers to conduct 43 hours of directed overtime for impaired enforcement with documented enforcement action(s) issued to violator(s).
- 11.8 Contract activities:
 - a. Conduct 86 overtime hours of planned general (402-PT funded) high visibility traffic enforcement with an effort directed at occupant restraint, impaired driving and excessive speed violations during times and at locations identified as high-risk.
 - b. Conduct 43 overtime hours of planned impaired driving (402-AL funded) high visibility enforcement directed at impaired driving during times and at locations that have been identified by your agency, the Iowa DOT or the DPS/GTSB to have a high occurrence for impaired driving.
 - c. Conduct or participate in at least two targeted traffic enforcement projects, one of which will be conducted at night and one a multi-jurisdictional project.
 - d. Conduct at least twelve public information/education activities aimed at improving driver safety behaviors.
 - e. Conduct two observational occupant protection surveys; one in May and one in September.

- f. Purchase two DPS-approved preliminary breath testers (PBT) and utilize for impaired driving-related traffic enforcement.

11.9 Key dates:

- a. By November 15, 2023 and the 15th of each subsequent month through October 15, 2024, submit a monthly report as specified in Article 4.5.
- b. By July 31, 2024, receive two PBTs as specified in Article 11.8(f).
- c. By August 1, 2024, submit claim for expenses incurred prior to July 1, 2024.
- d. By August 1, 2024, submit any and all contract amendments including the transfer of funds between line items of the budget.
- e. By November 1, 2024, submit a final report as specified in Article 4.2.
- f. By November 15, 2024, submit final claim for reimbursement.

11.10 Reporting requirements/performance measures:

- a. At least 86 hours of general overtime enforcement conducted and all overtime traffic enforcement contacts reported showing a sustained effort based on past performance.
- b. At least 43 hours of impaired overtime enforcement conducted and all overtime traffic enforcement contacts reported showing a sustained effort based on past performance.
- c. Two targeted traffic enforcement projects completed and results reported.
- d. Twelve public information activities conducted, documented and reported.
- e. Two occupant protection surveys completed and reported.
- f. Two PBTs purchased and utilized.

Article 12.0 Project Budget.

	<u>Highway Safety Funds</u>
Personnel Services	
Directed overtime for general enforcement (402-PT)	\$ 4,000.00
Directed overtime for impaired enforcement (402-AL)	\$ 2,000.00
Equipment	
Two PBTs (402-AL)	<u>\$ 800.00</u>
TOTAL	\$ 6,800.00



Polk City Police Department

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

Polk City, Iowa 50226

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

Service Integrity Respect Quality

To: Honorable Mayor and Council Members

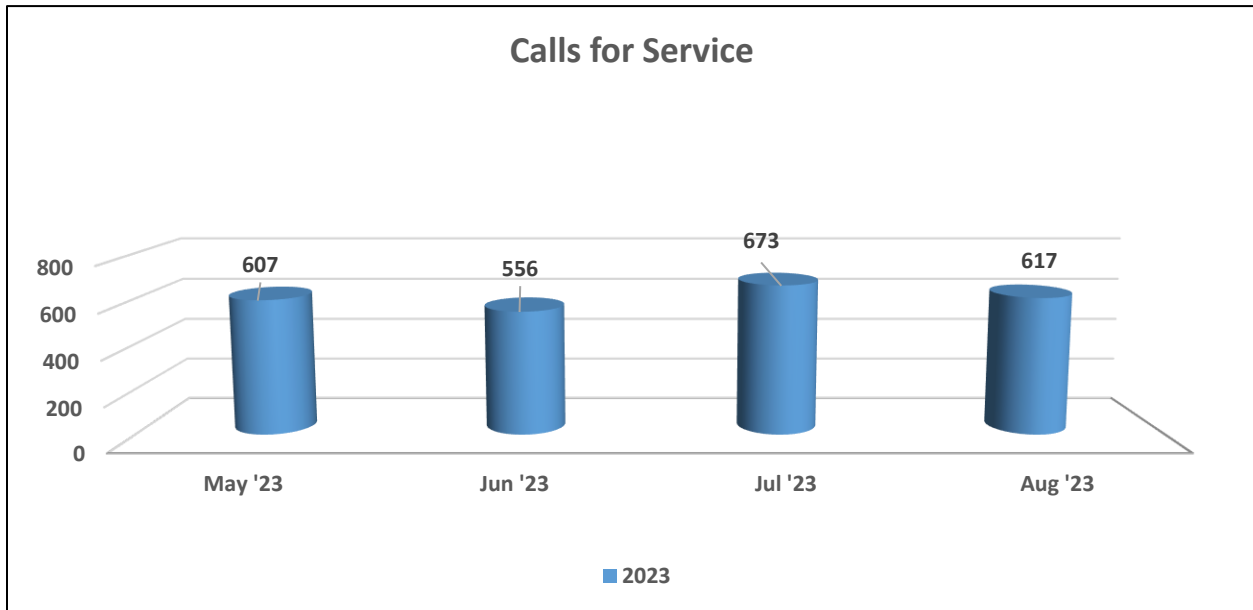
From: Lieutenant Aswegan

Date: September 14th, 2023

Re: August 2023 Monthly Report

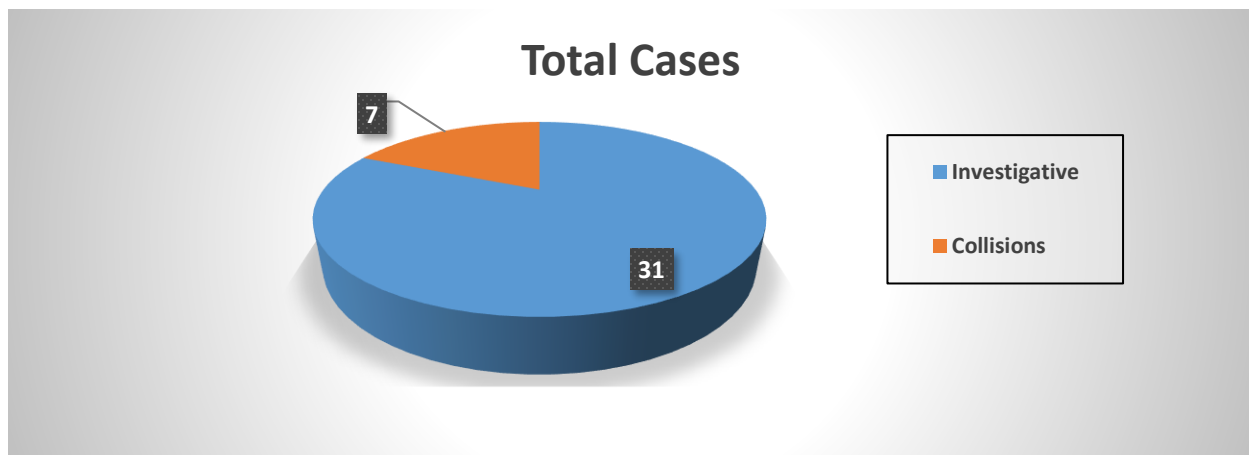
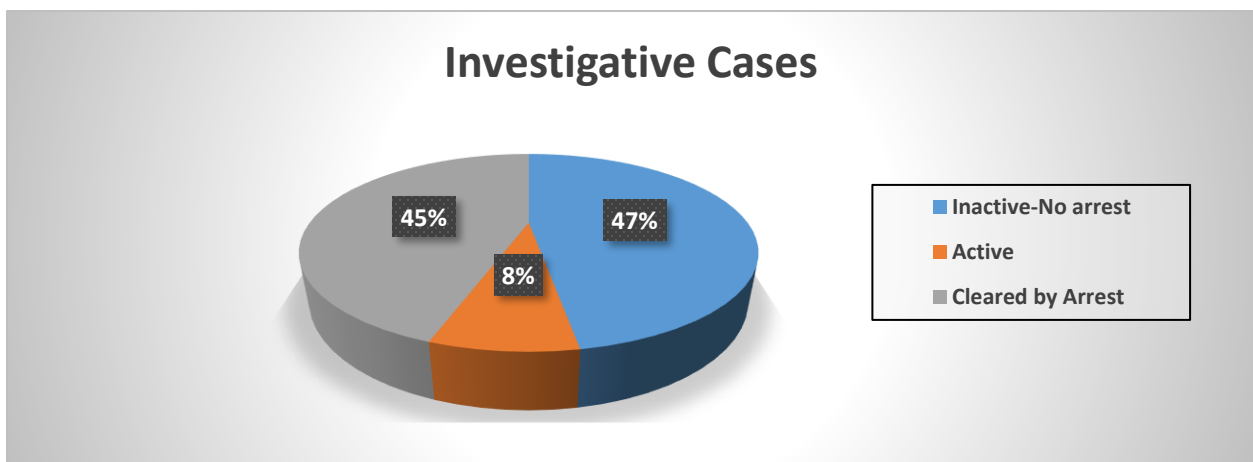
Calls for Service

The total calls for service for the month of August were **617**. This includes response to citizen complaints/reports, assists, self-initiated activities such as traffic stops, building checks, suspicious persons, and case follow up. Among these calls for service Polk City Officers conducted **224** traffic stops.



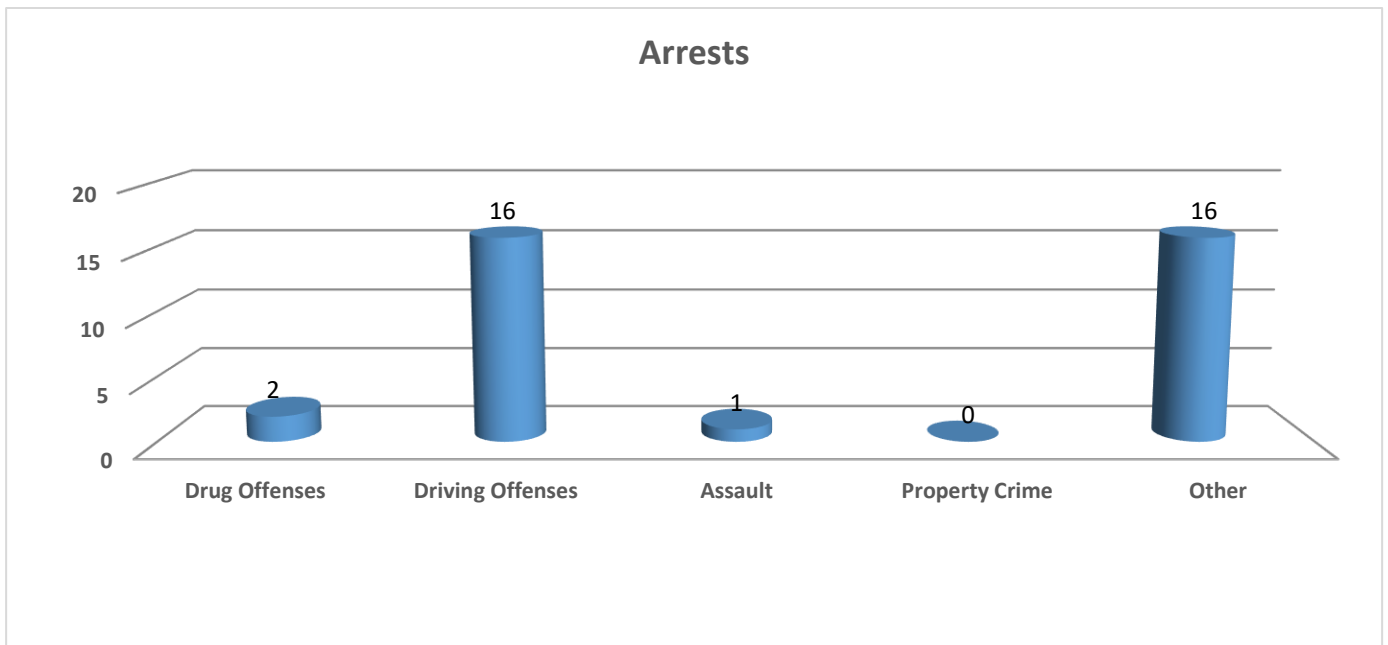
Cases Made

The Police Department had **38** total cases during the month of August. **31** of the cases were investigative incident reports and **7** were for vehicle collisions. There are **3** active investigation this month. There was a **45%** rate of cases cleared by arrest, for investigative cases in August.



Arrests Made

The Police Department made **34** arrests and issued **67** citations and **207** warnings. The arrests consisted of **16** driving related offenses, **2** drug related offenses, **1** for assault and **16** for miscellaneous offenses which included wanted subjects, disorderly conduct, contributing to the delinquency of a minor, and harassment.



Notable Incidents

23-0283

On August 5, 2023, at about 1:00 am a Polk City Police Officer stopped a vehicle for a traffic violation. The vehicle was occupied by three males from Des Moines. An investigation revealed the driver was intoxicated and the passengers were in possession of methamphetamine and a pistol. The driver was charged with OWI-1st Offense and numerous traffic offenses. The passengers were charged with Possession of Methamphetamine and Persons Ineligible to Carry a Firearm. One of the passengers also had 3 outstanding warrants for their arrest. All three subjects were arrested and booked into the Polk County Jail.

23-0282

On August 4, 2023, at about 7:30 pm a Polk City Police Officer was dispatched to a possible intoxicated motorcycle driver. The officer found the vehicle and stopped it for a traffic violation. An investigation revealed that the 52-year-old Sheldahl man was intoxicated and had a suspended driver's license. The man's child was riding on the back of his motorcycle at the time of the traffic stop. The man was charged with OWI-1st Offense, Child Endangerment and Driving While License Suspended. He was booked into the Polk County jail.

23-0309

On August 28, 2023 at about 10:30 am Polk City Police Officers were dispatched to the area of Parker Blvd and W. Washington Street for a one vehicle property damage collision. An investigation revealed that the driver, a 33 year old Des Moines man, lost control of his vehicle and collided with a pole. He then fled the scene, but returned to the scene

during the officers' investigation. The man was found to be intoxicated. He was arrested for OWI-2nd Offense and traffic charges and booked into the Polk County Jail.

Officer Training

Polk City Police Officer Craig Garrison continued his field training until August 14th when he left for the Iowa Law Enforcement Academy. Officer Garrison is set to graduate from Hawkeye Regional Police Academy on October 26th. He will return to field training for 2 weeks after academy graduation and then be working as a night shift patrol officer.

Officers Alex Delaney and Caitlyn Whipple attended Advanced Roadside Impaired Driving Enforcement Course on August 24th and 25th. Officers were trained in techniques to use to screen potentially drug impaired drivers.

Sergeant Sherman successfully completed Command & Control 101. This is a leadership course for first line leaders to provide them with the training to manage incidents on patrol.

Aicher 17

Delaney 17

Blaaha-Polson 2

Sherman 15

Whipple 17

Garrison (at ILEA)

Aswegan 0

Siepker 0

Total Training Hours: 68

K9 Program

Polk City PD K9 Team, Officer Aicher and Eudoris, logged 16 hours of training in August. Training was conducted on various tasks including tracking and narcotics detection.

Eudoris was deployed twice in August – one for narcotic detection and one for tracking.



23-0288

Eudoris was called to assist Johnston PD with narcotics detection of a subject suspected to be transporting drugs. Eudoris was deployed on the vehicle and alerted to the odor of drugs in the vehicle. Over 12 grams of heroin was found in the vehicle. The subject was charged by Johnston PD.



City of Polk City, Iowa

City Council Agenda Communication

Date: September 25, 2023

To: Mayor, City Council, and City Manager

From: Karla Hogrefe – Fire Chief

Subject: August 2023 Monthly Report

BACKGROUND: There were 67 calls for service in the month of August, which was up 13 calls from July. We had Paramedic coverage 28 nights out of 31. Full-Time FF/Paramedic Riley Noggle picked up 7 on-call shifts to help cover the paramedic position this month. Chief Hogrefe filled in 3 shifts to help with Duty Officer and Paramedic coverage. Full-Time FF/Paramedic Alissa Furry started orientation shifts the end of August, doing 4 day shifts prior to starting shift work in September. She is fitting in well and has hit the ground running.

Staff Certifications: Paid-On Call Members Matt Stern and Matt Reetz finished their EMT course in August. Matt Stern has passed and is waiting for his state certification to go through. Matt Reetz has passed his practical portion and is waiting to test for his written exam. Matt Reetz successfully completed his Firefighter I certification. Grant Chaney has been cleared to act as a Firefighter/EMT.

August Staff Anniversaries:

Fire Chief Karla Hogrefe – 4 years of service
Firefighter/Paramedic Josh Klinge – 3 years of service

TRAINING: We conducted 3 training classes the month of August. August 1 – instead of training we went as a group to the ICUBS game. August 8 – Iowa Fire Service Training Bureau Mobile Breathing Apparatus Trailer Training. The MOBAT is a smoke-filled maze which is two levels, including stairs and trap doors. It is used to test communication skills, restricted passage, search techniques, and self-survival. August 22 – Iowa Fire Service Training Bureau Vertical Ventilation Trailer Prop. This prop is used to simulate vertical ventilation. Crews were able to get multiple evolutions of cutting on the roof prop with both gas and battery-operated saws. We had this prop for roughly a week and it got use for multiple days. August 29 – Water rescue training and sonar training with cadaver dogs. We had 2 cadaver dogs to train with along side of our boat. More training was done with our new Sonar device. Training got cut short due to a barn fire this night.



8/1 – ICUBS outing with family.

Below: Crews preparing for the MOBAT Training





8/22 – Vertical ventilation trailer training and forcible entry prop.



SIGNIFICANT EVENTS: **August 12** – Crews from multiple agencies were dispatched to a water rescue at 7:16 pm for a male who went under at party cove and never resurvaced. The search had to end at 9:12 due to darkness. The search continued the next day and the Polk City boat was able to locate the victim with our Sonar fish scanner after 1 hour of searching. **August 14** – Crews were called to a mutual aid commercial structure 2nd alarm fire at an Ankeny storage unit at 11:30 pm and were on scene until 2:45 am. The unit where the fire was located was floor-to-ceiling, wall-to-wall full of fire-load materials. Crews spent a lot of time clearing out the storage units to get to the seat of the fire. **August 29** – Crews were conducting water rescue training at Sandpiper boat ramp at Saylorville Lake when a residential fire assignment dropped in Madrid’s fire district. The location of this fire was just north of Olofson’s shooting range right on the edge of Madrid/Polk City Fire district. Polk City was first on scene to a hoop barn full of 72 round bails of hay fully engulfed in flames. Crews were on scene of this fire from 7:00 pm to 12:00 am.



Above: Commercial structure fire in Ankeny at a multi-storage unit building.



Station Remodel Updates: Phase 1 was completed for the firestation remodel. This includes the upstairs training room, a large storage room, Chief's office, a bathroom, and an officer's office. It also included the EMS storage room which is now located off the bay. We have moved upstairs and they started Phase 2 the beginning of September. Phase 2 includes demolition of the old community center which will be living quarters for the staff. It also includes a decon room, maintenance room, and sand/oil interceptor install. Things are beginning to move rapidly and it is crazy living through the construction.



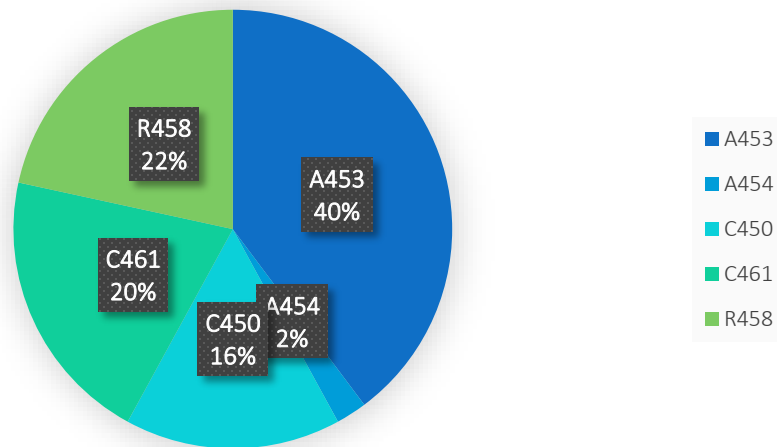
Above: EMS supply storage

Top Picture: Chief's Office Bottom Picture: Training Room (cluttered, still unpacking)



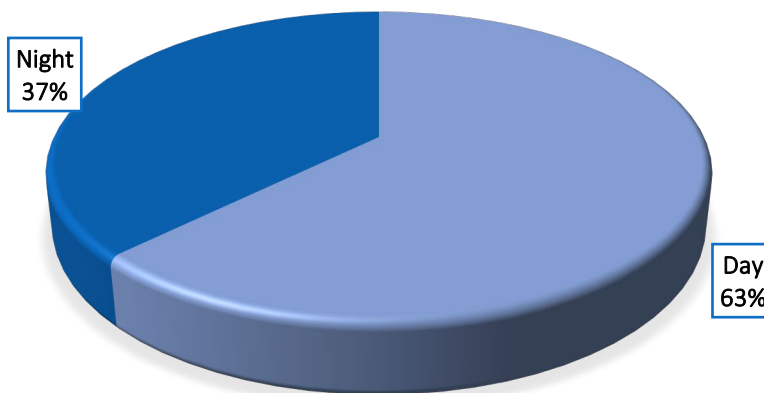
Responses per apparatus including Ambulance 453, Ambulance 454 (second out), Car 450, Car 461, and Rescue 458.

Apparatus Response

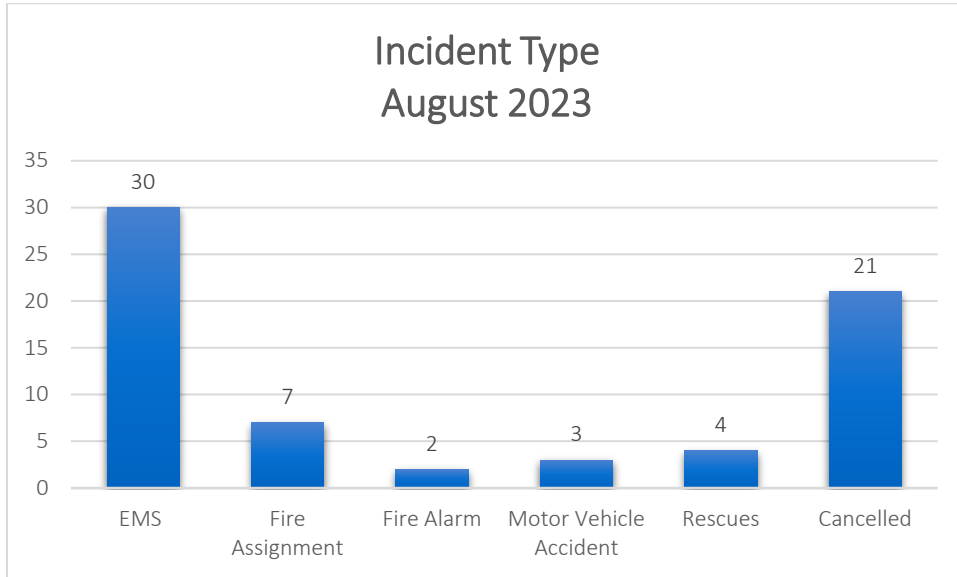


42 calls were during the day shift, between 06:00 hours (6:00 AM) and 18:00 hours (6:00 PM). 25 calls were during the night shift, between 18:00 hours (6:00 PM) and 06:00 hours (6:00 AM):

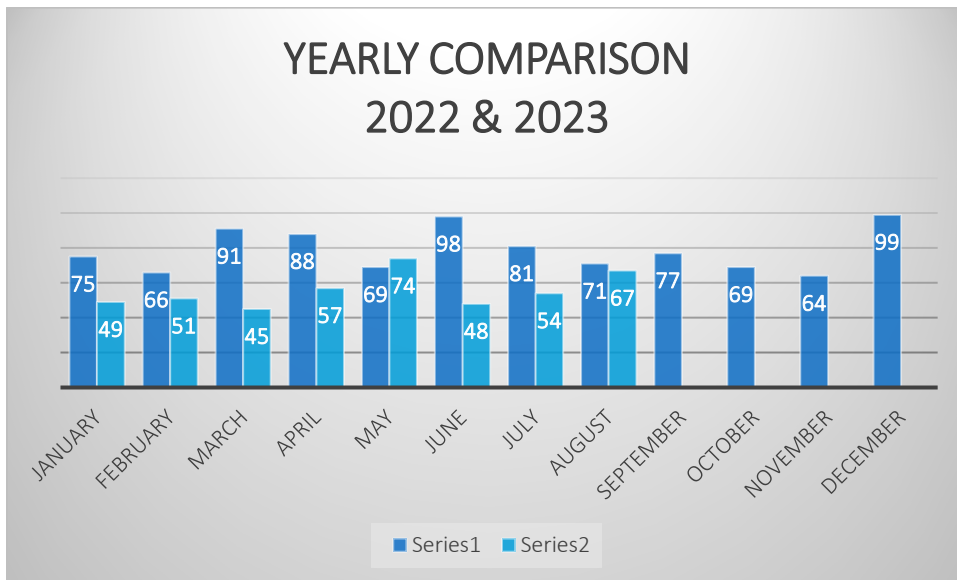
NIGHT VS DAYTIME CALLS



The “Incident Type” of calls was predominately EMS related.



August 2023 had 4 less calls for service than August 2022.





City of Polk City, Iowa

City Council Agenda Communication

Date: September 25, 2023
To: Mayor, City Council, & City Manager
From: Karla Hogrefe - Fire Chief
Subject: Live Fire Training Burn Approval

BACKGROUND: We have an opportunity to do a live fire training burn with the recent purchase of the property at 1600 W Broadway St. This gives us an opportunity to do live interior fire attacks, fire behavior, hose deployment/advancement, water supply, vertical ventilation, and exterior fire attack training on a 2-story residential home. We would like to set the date of Saturday, October 21 to do this training burn.

ALTERNATIVES: Don't allow the Fire Department to burn for a training opportunity.

FINANCIAL CONSIDERATIONS: No additional costs from what is already planned for demolition.

RECOMMENDATION: It is my recommendation that the Council consider allowing the Fire Department to burn the structure on this property for a great training opportunity.

RESOLUTION NO. 2023-110

**A RESOLUTION APPROVING A PUBLIC SANITARY SEWER EASEMENT
BETWEEN THE CITY OF POLK CITY, IOWA AND BERGGREN FARMS, LLC**

WHEREAS, the City Council for the City of Polk City, Iowa, deems it necessary to obtain a Public Sanitary Sewer Easement across the Berggren Property; and

WHEREAS, Berggren Farms, LLC are willing to grant the permanent easement as described in the Public Sanitary Sewer Easement attached hereto as Exhibit "A"; and

WHEREAS, the City Council of the City of Polk City, Iowa, believes it to be in the best interest of the City to approve said easement.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Polk City, Iowa, hereby approves the Public Sanitary Sewer Easement between the City of Polk City, Iowa and Berggren Farms, LLC.

PASSED AND APPROVED, this 25 day of September 2023.

Steve Karsjen, Mayor

ATTEST:

Jenny Coffin, City Clerk

SANITARY SEWER EASEMENT

BERGGREN FARMS, LLC (hereinafter referred to as the "Grantor") does hereby convey unto the **CITY OF POLK CITY, IOWA**, a municipal corporation (hereinafter referred to as the "City"), a permanent and perpetual easement (hereinafter referred to as "Sanitary Sewer Easement") and right-of-way upon, over, under, through and across the real property legally described as:

See Exhibit 'A' attached hereto

(hereinafter referred to as the "Easement Area") for the purpose of installing a Sanitary Sewer and appurtenances (hereinafter referred to as "Sanitary Sewer"), and a Sanitary Sewer easement to permit and allow the City to enter at any time upon, over, under, through, and across into said Easement Area herein described to patrol, police and maintain said Easement Area and to use as much of the surface and sub-surface thereof to construct, replace, locate, rebuild, enlarge, reconstruct, patrol, repair (including the right to place and build a Sanitary Sewer therein or to connect and/or join Sanitary Sewer and appurtenances thereto) and to forever maintain Sanitary Sewer whenever necessary within the Easement granted herein.

1. **Erection Of Structures Prohibited.** Grantor shall not erect any structure, building, pavement or fence over or with within the Easement Area without obtaining the prior written approval of the City Engineer.
2. **Obstructions Prohibited.** Grantor shall not erect or cause to be placed on the Easement Area any structure, material, device, thing or matter, or plant or permit to grow any hedge or other vegetative growth over and across the Easement Area without obtaining the prior written approval of the city engineer.
3. **Maintenance Of Easement.** After the initial construction of the Sanitary Sewer, and acceptance by the City, the City agrees, as part of the reconstruction, maintenance and patrolling of the Sanitary Sewer, to restore and replace the Easement area to substantially the same condition as prior to the time of entry or as agreed upon by the City and the Grantor except the City shall not be required to replace landscaping, trees, shrubs, bushes, landscape elements, structures, pavements, or underground water systems nor shall the City be required to restore the Easement area by reason of settlement, depression, or any unknown conditions which arise subsequent to the restoration and/or

SANITARY SEWER EASEMENT

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3. **Maintenance Of Easement.** After the initial construction of the Sanitary Sewer, and acceptance by the City, the City agrees, as part of the reconstruction, maintenance and patrolling of the Sanitary Sewer, to restore and replace the Easement area to substantially the same condition as prior to the time of entry or as agreed upon by the City and the Grantor except the City shall not be required to replace landscaping, trees, shrubs, bushes, landscape elements, structures, pavements, or underground water systems nor shall the City be required to restore the Easement area by reason of settlement, depression, or any unknown conditions which arise subsequent to the restoration and/or

replacing of the Easement area; any subsequent restoration by reason of settlement, depression or any unknown conditions shall be the sole responsibility of the Grantor.

4. **Change Of Grade Prohibited.** Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.
5. **Right Of Access.** City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to remove any unauthorized obstructions or structures placed or erected on the Easement Area and the right to improve, repair, and maintain the Easement Area to protect the public health, safety, and general welfare.

In the event that the City of Polk City needs access to a portion of the Easement Area being farmed prior to the harvesting of the crop, the City shall pay to the farm tenant an amount equal to the market price of the crop, multiplied by the yield of the remaining crop, multiplied by the number of acres destroyed. Any property accessed shall be restored in good and workmanlike manner to include placing back any topsoil removed during the City's access to the property.

6. **Easement Runs With Land.** This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.
7. **Property To Be Restored.** Upon completion of any construction, reconstruction, repair, enlargement or maintenance, the City shall restore the Easement Area in good and workmanlike manner including restoration of lawns by sodding or seeding; however the City shall not be responsible for restoration and/or replacement of any landscape planting beds, structures or features that have been installed by Grantor in the Easement Area, whether with or without prior approval of the City or City Engineer.
8. **Running of Benefits and Burdens.** The terms and conditions of this Easement are binding upon the Grantor including, but not limited to, future owners, developers, lessees or occupants. All provisions of this instrument, including benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.
9. **Jurisdiction and Venue.** The City and the Grantor agree that the District Court in and for the State of Iowa, shall have exclusive jurisdiction over the subject matter and enforcement of the terms and conditions of this Easement, and said parties consent to the jurisdiction of the persons and the subject matter being in Polk County, Iowa.
10. **Words and Phrases.** Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, according to context.
11. **Parties.** The term "City" as used herein shall refer to the City of Polk City, Iowa, its elected officials, agents, employees, officers, and contractors. The term "Grantor" shall

refer to Berggren Farms, LLC, their heirs, assigns, successors-in-interest, or lessees, if any.

12. **Attorney's Fees.** Either party may enforce this instrument by appropriate action, and should they prevail in such litigation they shall recover as part of their costs the reasonable attorney's fees incurred in such litigation.
13. **Integration.** This Agreement shall constitute the entire Agreement between the parties and no amendments or additions to this Agreement shall be binding unless in writing and signed by both parties.
14. **Paragraph Headings.** The paragraph headings in this Agreement are included solely for convenience and shall not affect or be used in connection with, the interpretation of this Agreement.

Grantor does HEREBY COVENANT with the City that Grantor holds said real estate described in this Easement by title in fee simple; that grantor has good and lawful authority to convey the same; and said Grantor covenants to WARRANT AND DEFEND the said premises against the lawful 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 Easement.

Signed this 9 day of September, 2023.

BERGGREN FARMS, LLC.

"Grantor"

By: Robert Berggren

Title: Managing Member

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this 20th day of September, 2023, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert Berggren, to me personally known, who being by me duly sworn, did say that he is the Managing Member of Berggren Farms, LLC, executing the within and foregoing instrument; that said instrument was signed on behalf of said organization by authority of its Board of Directors; and that the said Robert Berggren, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation; by it and by him voluntarily executed.



Tracy A. Clinton
Notary Public in and for the State of Iowa
My Commission expires 12/04/23

ACCEPTANCE BY CITY

STATE OF IOWA)
) ss:
COUNTY OF POLK)

I, Jenny Coffin, City Clerk of the City of Polk City, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Polk City by Resolution No. _____, passed on the ___ day of _____, 2023, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2023.

Jenny Coffin, City Clerk of Polk City, Iowa

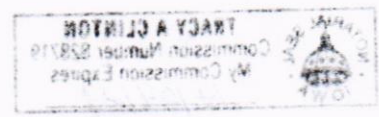
STATE OF IOWA)

) ss

COUNTY OF POLK)

On this day of _____, 2023, before me, the undersigned a Justice of the Peace in and for said County and State personally appeared _____ to the persons known, who being by me duly sworn, did say that he is the _____ of _____, Inc. executing the within and foregoing instrument; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said _____ as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation; if it had not been voluntarily executed.

[Handwritten signature]
My Commission expires _____
My Commission expires _____



ACCEPTANCE BY CITY

STATE OF IOWA)

) ss

COUNTY OF POLK)

I, Tracy Coffin, City Clerk of the City of Polk, Iowa do hereby certify that the within and foregoing instrument was duly approved and accepted by the City Council of said City of Polk, Iowa by Resolution No. _____ passed on the _____ day of _____, 2023, and that certification is made pursuant to said instrument as provided in said Resolution.

Signed this _____ day of _____, 2023.

Tracy Coffin, City Clerk of Polk, Iowa

EXHIBIT 'A' - EASEMENT PLAT

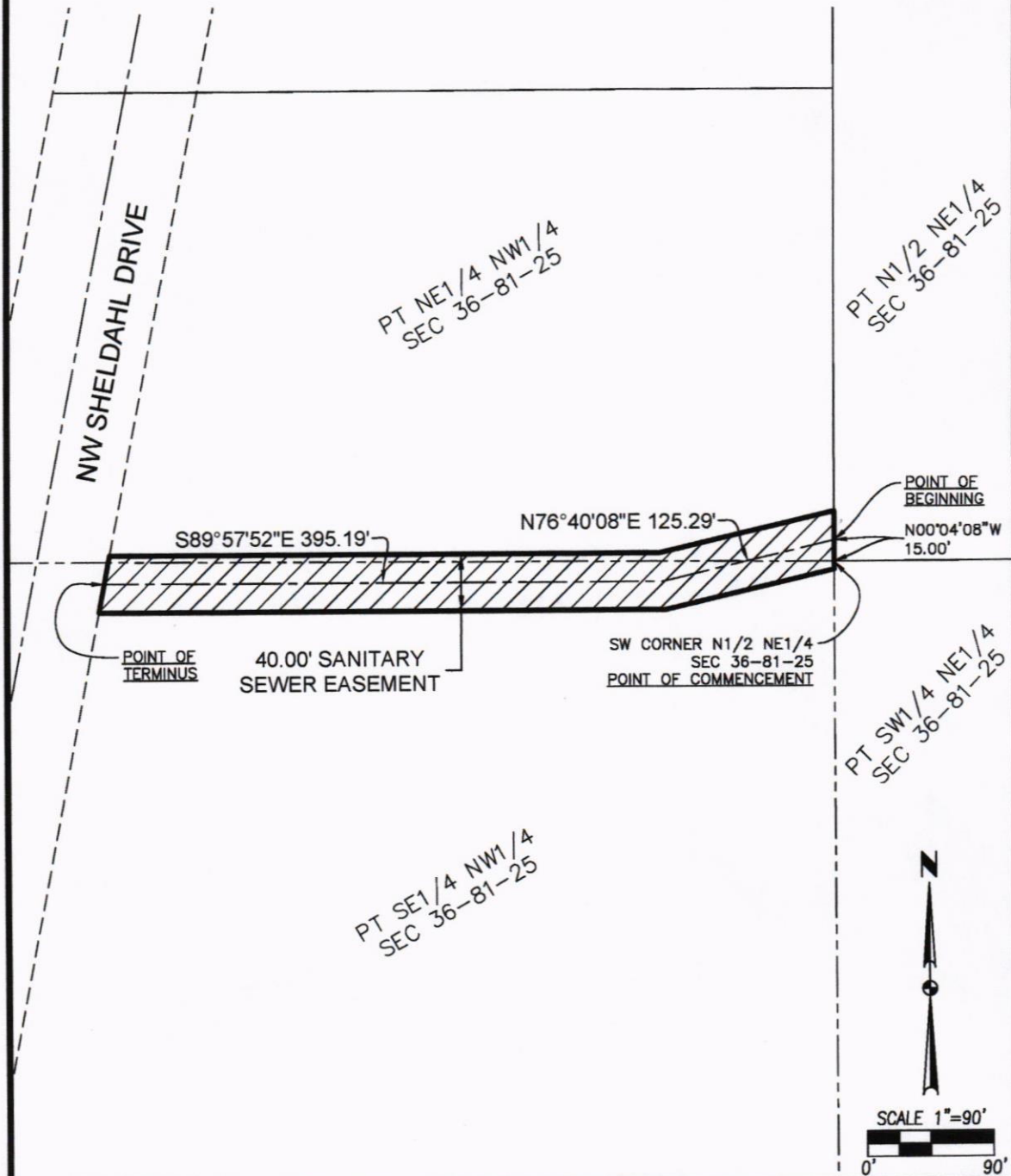
OWNER

BERGGREN FARMS LLC
POB 36
LE GRAND, IA 50142-0036

SANITARY SEWER EASEMENT DESCRIPTION

A PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK CITY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS A 40.00-FOOT-WIDE EASEMENT BEING 20.00 FEET ON EACH SIDE OF THE FOLLOWING CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 36; THENCE NORTH 00°04'08" WEST ALONG THE WEST LINE OF SAID NORTH HALF OF THE NORTHEAST QUARTER, 15.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 76°40'08" WEST, 125.29 FEET; THENCE NORTH 89°57'52" WEST, 395.19 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF NW SHELDAHL DRIVE AND THE POINT OF TERMINUS. THE SIDELINES OF SAID EASEMENT SHALL SHORTEN OR EXTEND TO THE SOUTH AND WEST LINES OF SAID NORTH HALF OF THE NORTHEAST QUARTER AT THE POINT OF BEGINNING AND TO SAID EASTERLY RIGHT-OF-WAY LINE AT THE POINT OF TERMINUS. SAID EASEMENT CONTAINS 0.48 ACRES (20,819 SQUARE FEET).



RESOLUTION NO. 2023-111

**A RESOLUTION APPROVING A PUBLIC WATER MAIN EASEMENT
BETWEEN THE CITY OF POLK CITY, IOWA AND BERGGREN FARMS, LLC**

WHEREAS, the City Council for the City of Polk City, Iowa, deems it necessary to obtain a Public Water Main Easement across the Berggren Property; and

WHEREAS, Berggren Farms, LLC are willing to grant the permanent easement as described in the Public Water Main Easement attached hereto as Exhibit “A”; and

WHEREAS, the City Council of the City of Polk City, Iowa, believes it to be in the best interest of the City to approve said easement.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Polk City, Iowa, hereby approves the Public Water Main Easement between the City of Polk City, Iowa and Berggren Farms, LLC.

PASSED AND APPROVED, this 25 day of September 2023.

Steve Karsjen, Mayor

ATTEST:

Jenny Coffin, City Clerk

WATER MAIN EASEMENT

BERGGREN FARMS, LLC (hereinafter referred to as the "Grantor") does hereby convey unto the **CITY OF POLK CITY, IOWA**, a municipal corporation (hereinafter referred to as the "City"), a permanent and perpetual easement (hereinafter referred to as "Water Main Easement") and right-of-way upon, over, under, through and across the real property legally described as:

See Exhibit 'A' attached hereto

(hereinafter referred to as the "Easement Area") for the purpose of installing a water main and appurtenances (hereinafter referred to as "Water Main"), and a water main easement to permit and allow the City to enter at any time upon, over, under, through, and across into said Easement Area herein described to patrol, police and maintain said Easement Area and to use as much of the surface and sub-surface thereof to construct, replace, locate, rebuild, enlarge, reconstruct, patrol, repair (including the right to place and build a Water Main therein or to connect and/or join water main and appurtenances thereto) and to forever maintain Water Main whenever necessary within the Easement granted herein.

1. **Erection Of Structures Prohibited.** Grantor shall not erect any structure, building, pavement or fence over or with within the Easement Area without obtaining the prior written approval of the City Engineer.
2. **Obstructions Prohibited.** Grantor shall not erect or cause to be placed on the Easement Area any structure, material, device, thing or matter, or plant or permit to grow any hedge or other vegetative growth over and across the Easement Area without obtaining the prior written approval of the city engineer.
3. **Maintenance Of Easement.** After the initial construction of the Water Main, and acceptance by the City, the City agrees, as part of the reconstruction, maintenance and patrolling of the Water Main, to restore and replace the Easement area to substantially the same condition as prior to the time of entry or as agreed upon by the City and the Grantor except the City shall not be required to replace landscaping, trees, shrubs, bushes, landscape elements, structures, pavements, or underground water systems nor shall the City be required to restore the Easement area by reason of settlement, depression, or any unknown conditions which arise subsequent to the restoration and/or replacing of the

WATER MAIN EASEMENT

BERGGREN FARMS, LLC (hereinafter referred to as the "Grantor") does hereby convey unto the **CITY OF POLK CITY, IOWA**, a municipal corporation (hereinafter referred to as the "City"), a permanent and perpetual easement (hereinafter referred to as "Water Main Easement") and right-of-way upon, over, under, through and across the real property legally described as:

See Exhibit 'A' attached hereto

(hereinafter referred to as the "Easement Area") for the purpose of installing a water main and appurtenances (hereinafter referred to as "Water Main"), and a water main easement to permit and allow the City to enter at any time upon, over, under, through, and across into said Easement Area herein described to patrol, police and maintain said Easement Area and to use as much of the surface and sub-surface thereof to construct, replace, locate, rebuild, enlarge, reconstruct, patrol, repair (including the right to place and build a Water Main therein or to connect and/or join water main and appurtenances thereto) and to forever maintain Water Main whenever necessary within the Easement granted herein.

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3. **Maintenance Of Easement.** After the initial construction of the Water Main, and acceptance by the City, the City agrees, as part of the reconstruction, maintenance and patrolling of the Water Main, to restore and replace the Easement area to substantially the same condition as prior to the time of entry or as agreed upon by the City and the Grantor except the City shall not be required to replace landscaping, trees, shrubs, bushes, landscape elements, structures, pavements, or underground water systems nor shall the City be required to restore the Easement area by reason of settlement, depression, or any unknown conditions which arise subsequent to the restoration and/or replacing of the

Easement area; any subsequent restoration by reason of settlement, depression or any unknown conditions shall be the sole responsibility of the Grantor.

4. **Change Of Grade Prohibited.** Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.
5. **Right Of Access.** City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to remove any unauthorized obstructions or structures placed or erected on the Easement Area and the right to improve, repair, and maintain the Easement Area to protect the public health, safety, and general welfare.

In the event that the City of Polk City needs access to a portion of the Easement Area being farmed prior to the harvesting of the crop, the City shall pay to the farm tenant an amount equal to the market price of the crop, multiplied by the yield of the remaining crop, multiplied by the number of acres destroyed. Any property accessed shall be restored in good and workmanlike manner to include placing back any topsoil removed during the City's access to the property.

6. **Easement Runs With Land.** This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.
7. **Property To Be Restored.** Upon completion of any construction, reconstruction, repair, enlargement or maintenance, the City shall restore the Easement Area in good and workmanlike manner including restoration of lawns by sodding or seeding; however the City shall not be responsible for restoration and/or replacement of any landscape planting beds, structures or features that have been installed by Grantor in the Easement Area, whether with or without prior approval of the City or City Engineer.
8. **Running of Benefits and Burdens.** The terms and conditions of this Easement are binding upon the Grantor including, but not limited to, future owners, developers, lessees or occupants. All provisions of this instrument, including benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.
9. **Jurisdiction and Venue.** The City and the Grantor agree that the District Court in and for the State of Iowa, shall have exclusive jurisdiction over the subject matter and enforcement of the terms and conditions of this Easement, and said parties consent to the jurisdiction of the persons and the subject matter being in Polk County, Iowa.
10. **Words and Phrases.** Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, according to context.

11. **Parties.** The term "City" as used herein shall refer to the City of Polk City, Iowa, its elected officials, agents, employees, officers, and contractors. The term "Grantor" shall refer to Berggren Farms, LLC, their heirs, assigns, successors-in-interest, or lessees, if any.
12. **Attorney's Fees.** Either party may enforce this instrument by appropriate action, and should they prevail in such litigation they shall recover as part of their costs the reasonable attorney's fees incurred in such litigation.
13. **Integration.** This Agreement shall constitute the entire Agreement between the parties and no amendments or additions to this Agreement shall be binding unless in writing and signed by both parties.
14. **Paragraph Headings.** The paragraph headings in this Agreement are included solely for convenience and shall not affect or be used in connection with, the interpretation of this Agreement.

Grantor does HEREBY COVENANT with the City that Grantor holds said real estate described in this Easement by title in fee simple; that grantor has good and lawful authority to convey the same; and said Grantor covenants to WARRANT AND DEFEND the said premises against the lawful 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 Easement.

Signed this 20th day of September, 2023.

BERGGREN FARMS, LLC.

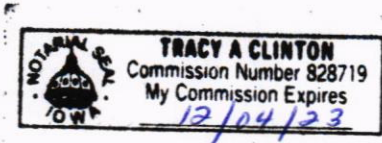
"Grantor"

By: Robert Berggren

Title: Managing Member

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this 20th day of September, 2023, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert Berggren, to me personally known, who being by me duly sworn, did say that he is the Managing Member of Berggren Farms, LLC, executing the within and foregoing instrument; that said instrument was signed on behalf of said organization by authority of its Board of Directors; and that the said Robert Berggren, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation; by it and by him voluntarily executed.



Tracy A. Clinton
Notary Public in and for the State of Iowa
My Commission expires 12/04/23

ACCEPTANCE BY CITY

STATE OF IOWA)
) ss:
COUNTY OF POLK)

I, Jenny Coffin, City Clerk of the City of Polk City, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Polk City by Resolution No. _____, passed on the ___ day of _____, 2023, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2023.

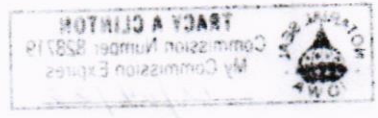
Jenny Coffin, City Clerk of Polk City, Iowa

STATE OF IOWA)

COUNTY OF POLK)

On this 22 day of July, 2022, before me the undersigned a Notary Public in and for said County and State, personally appeared Tracy A. Clinton, known to me to be the person whose name is subscribed to the foregoing instrument, that said instrument was signed on behalf of said organization by authority of its Board of Directors and that the said Tracy A. Clinton acknowledged the execution of said instrument to be the voluntary act and deed of said organization, and by him voluntarily executed.

Tracy A. Clinton
Notary Public in and for the state of Iowa
My Commission expires 12/31/23



ACCEPTANCE BY CITY

STATE OF IOWA)

COUNTY OF POLK)

I, Jenny Coffin, City Clerk of the City of Polk, Iowa, do hereby certify that the within and foregoing instrument was duly approved and accepted by the City Council of said City of Polk, Iowa, on the 22 day of July, 2022, and the certificate is made pursuant to authority contained in said Resolution.

Signed this 22 day of July, 2022.

Jenny Coffin, City Clerk of Polk, Iowa

EXHIBIT 'A' - EASEMENT PLAT

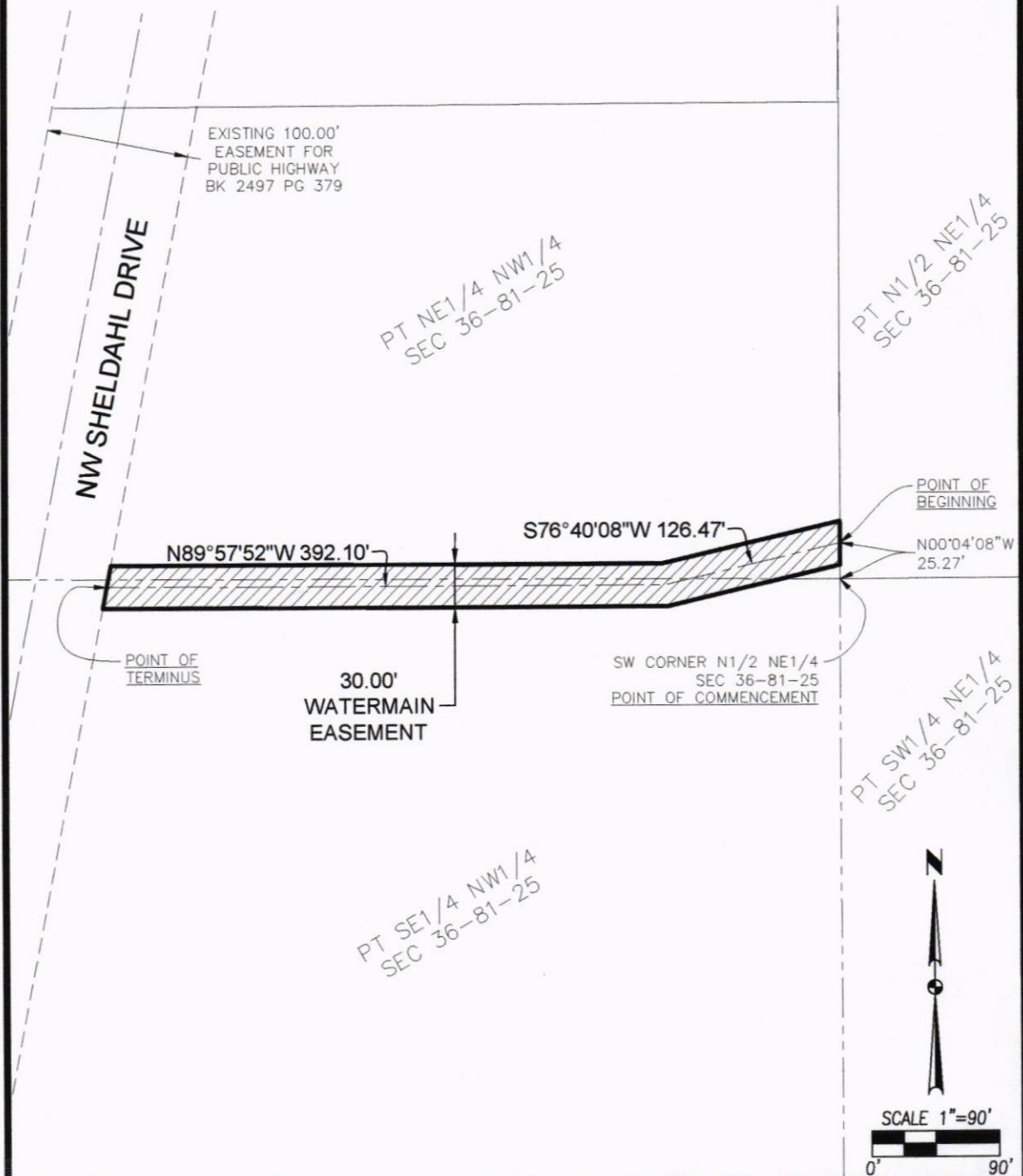
OWNER

BERGGREN FARMS LLC
POB 36
LE GRAND, IA 50142-0036

WATERMAIN EASEMENT DESCRIPTION

A PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK CITY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS A 15.00-FOOT-WIDE EASEMENT BEING 7.50 FEET ON EACH SIDE OF THE FOLLOWING CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 36; THENCE NORTH 00°04'08" WEST ALONG THE WEST LINE OF SAID NORTH HALF OF THE NORTHEAST QUARTER, 25.27 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 76°40'08" WEST, 126.47 FEET; THENCE NORTH 89°57'52" WEST, 392.10 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF NW SHELDAHL DRIVE AND THE POINT OF TERMINUS. THE SIDELINES OF SAID EASEMENT SHALL SHORTEN OR EXTEND TO SAID WEST LINE OF SAID NORTH HALF OF THE NORTHEAST QUARTER AT THE POINT OF BEGINNING AND TO SAID EASTERLY RIGHT-OF-WAY LINE AT THE POINT OF TERMINUS. SAID EASEMENT CONTAINS 0.36 ACRES (15,557 SQUARE FEET).



REVIEW OF PETITION TO REZONE

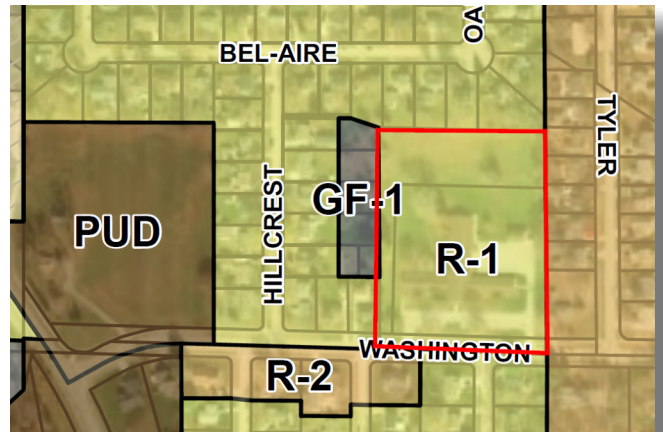
Date: September 21, 2023 Prepared by: Kathleen Connor
 Travis D. Thornburgh, P.E.

Subject Property: On With Life parcels Project No.: 123.1107.01

BACKGROUND:

The Site Plan for On With Life was approved by City Council on April 24, 2023 for renovation of the vacant Polk City Nursing Home and Rehabilitation Center into an in-patient skilled nursing facility for individuals who have experienced a brain injury and require long-term care. At this time, this 3.4-acre site continues to be a long-standing non-conforming use of this property per the R-1 zoning district regulations. On With Life, Inc. is in the process of purchasing the vacant 1.68-acre L-shaped parcel on the north and west side of their 3.4-acre original property to enhance their facility.

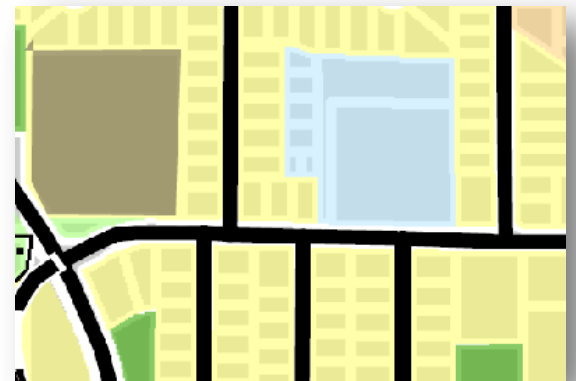
The applicant has submitted a signed *Petition to Rezone* both of their properties, outlined in red on the Zoning Map to the right, from R-1 Single Family Detached Residential to R-3 Multiple Family Residential, along with abutting ½ ROW for W. Washington Avenue. Current adjacent zoning includes R-1, R-2 and GF-1. The proposed rezoning would bring their facility into compliance with the Zoning Regulations.



Owners of 50.01% of the 250' buffer surrounding the proposed zoning boundary have consented to the proposed rezoning. The date of the public hearing for this this rezoning will be set after P&Z forwards their recommendation to City Council.

COMPREHENSIVE PLAN:

The 2016 Comprehensive Plan designated the nursing home, the abutting L-shaped parcel, and the abutting GG-1 for civic use which is compatible with the in-patient care facility on the subject properties. As a result, there is no need for an amendment to the Comprehensive Plan unless P&Z prefers this area to be designated for high-density residential use. If so, a public hearing for the amendment to the Comprehensive Plan will be scheduled along with City Council's public hearing on the proposed rezoning.



REVIEW COMMENTS:

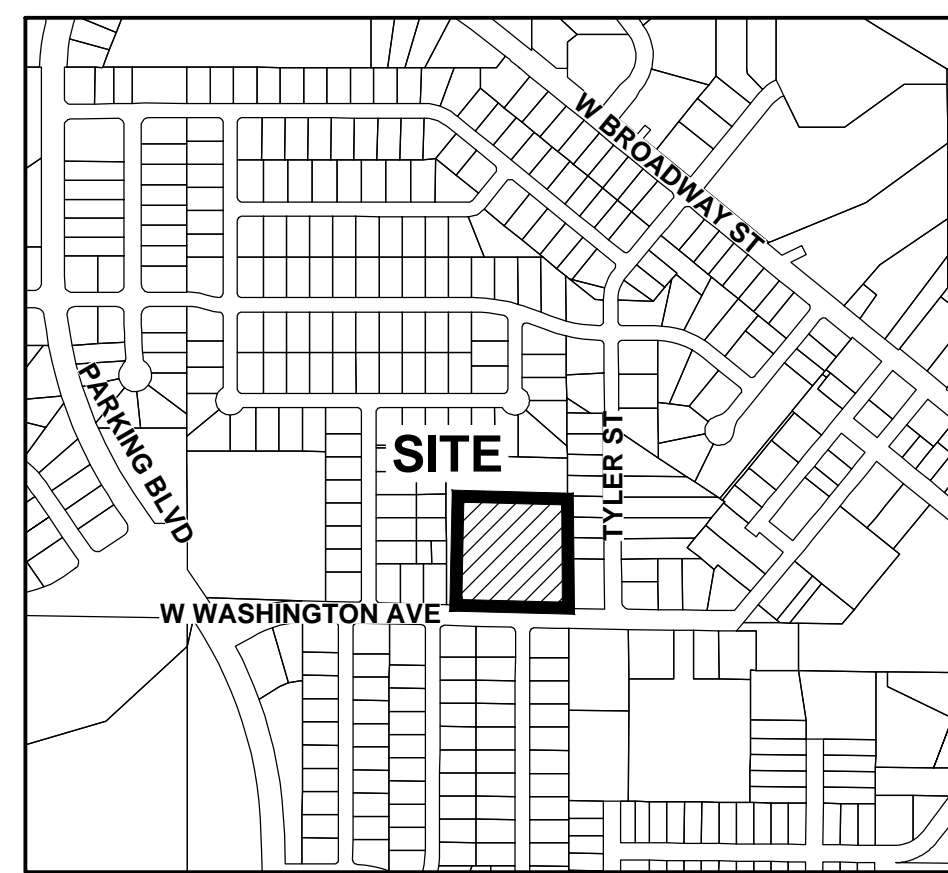
Pursuant to our review of the Petition to Rezone the subject property from R-1 to R-3, staff has the following comments to offer:

1. Polk County Auditor's website indicated Mathew and Trista Hageman are still the owners of the L-shaped parcel northwest of On With Life's building. Provide confirmation that On With Life, Inc. currently has title to this property or provide a Petition to Rezone this property that has been signed by the Hageman's.
2. Provide a legal description in Word format for both parcels to be rezoned, and including the abutting north half of the right-of-way for W. Washington Avenue as per city policy, for use in ordinances and notices of public hearing.
3. Rezoning this property to R-3 Multiple Family Residential would permit additional uses such as private clubs and lodges, colleges and dormitories, bed & breakfasts up to 12 units, apartments and townhomes, and duplexes in addition to nursing homes, assisted care facilities, independent care facilities, and group homes. P&Z may wish to restrict the permitted use of this property to nursing homes, assisted care facilities, independent care facilities, and group homes which will bring the site into compliance without opening the door to a variety of other multi-family uses.
4. Following approval of the proposed rezoning, On With Life may wish to amend their Site Plan and easement to relocate the Buffer Easement such that it abuts the new property lines provided the lots are permanently joined via Record of Lot Tie. This will require separate review and approval by the City of Polk City.

RECOMMENDATION REGARDING THE PROPOSED REZONING:

On September 18, 2023, the Planning & Zoning Commission recommended Council approval of the applicant's request to rezone their property to R-3 Multiple Family Residential. Further, Planning & Zoning recommended that City Council approve restrictions for the parcel, limiting the permitted uses of these parcels to be Nursing Homes, Assisted Care Facilities, Independent Care Facilities, and Group Homes. The property owner agreed to these restrictions via email to City Staff on September 14, 2023.

VICINITY MAP



POLK CITY, IOWA



OWNER/APPLICANT:

ON WITH LIFE
715 SW ANKENY ROAD
ANKENY, IA 50023-9798
CONTACT: JEAN SHELTON
EMAIL: JEAN.SHELTON@ONWITHLIFE.ORG
PH: (515) 289-9613

ENGINEER / SURVEYOR:

CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
CONTACT: NIKKI NEAL
EMAIL: NICOLEN@CDA-ENG.COM
PH. (515) 369-4400

ZONING:

EXISTING:
R-1 SINGLE FAMILY DETACHED
RESIDENTIAL DISTRICT

PROPOSED:
R-3 MULTIPLE-FAMILY RESIDENTIAL
DISTRICT

BULK REGULATIONS:

MINIMUM LOT AREA =12,500 SF
MINIMUM LOT WIDTH =100 FT

SETBACKS:
FRONT YARD = 30 FT
REAR YARD = 40 FT
SIDE YARD = 8 FT

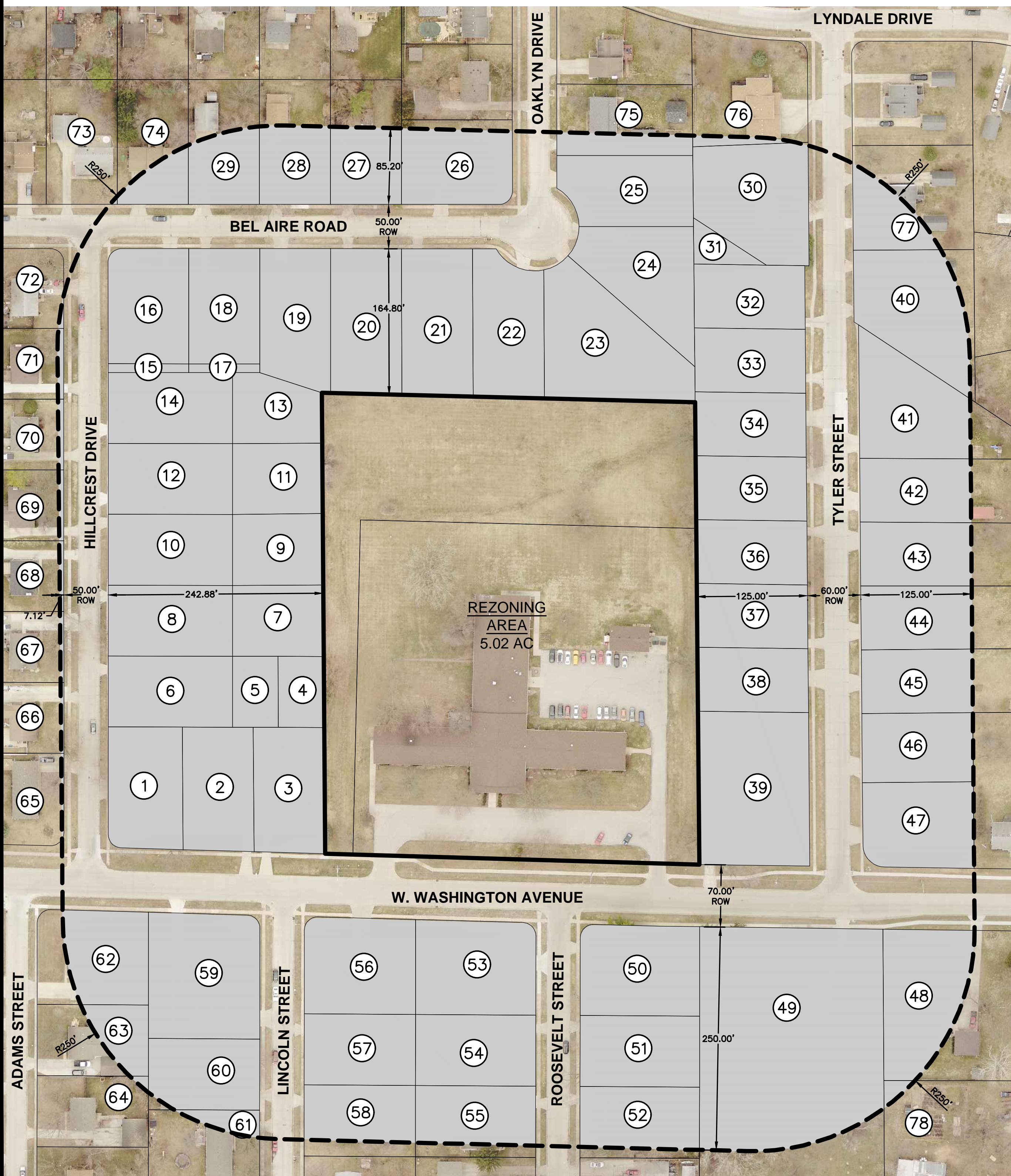
BUILDING HEIGHT =45 FT

REZONING DESCRIPTION

THAT PART OF THE EAST 419 FEET OF LOT 14 IN THE OFFICIAL PLAT OF THE NORTH 1/2 OF SECTION 2, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5TH P.M. CITY OF POLK COUNTY, POLK COUNTY, IOWA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 14, THAT IS 30.0 FEET NORTH OF THE SOUTHEAST CORNER THEREOF, SAID POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF NORTHWEST 114TH AVENUE, AS IT NOW EXISTS; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST (ASSUMED FOR THE PURPOSES OF THE DESCRIPTION ONLY) ALONG SAID NORTH RIGHT-OF-WAY LINE, 389.11 FEET; THENCE NORTH 00 DEGREES, 19 MINUTES WEST 387.00 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 20 SECONDS EAST 376.88 FEET TO A POINT ON SAID EAST LINE OF LOT 14; THENCE SOUTH 02 DEGREES 07 MINUTES 13 SECONDS EAST, ALONG SAID EAST LINE, 388.43 FEET TO THE POINT OF BEGINNING, POLK COUNTY, IOWA.

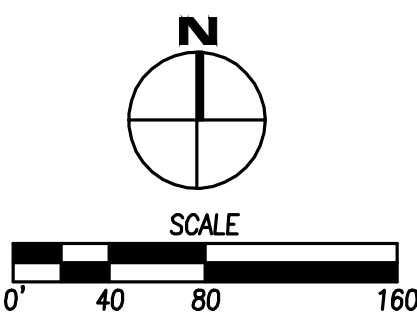
AND

THE EAST 419 FEET OF LOT FOURTEEN (14) IN THE OFFICIAL PLAT OF THE NORTH HALF OF SECTION 2, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5TH P.M., NOW INCLUDED IN AND FORMING A PART OF THE CITY OF POLK COUNTY, POLK COUNTY, IOWA, EXCEPT BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 14 THAT IS 30 FEET NORTH OF THE SOUTHEAST CORNER THEREOF, SAID POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF NW 114TH AVENUE AS IT NOW EXISTS; THENCE NORTH 90°00'00" WEST (ASSUMED FOR THE PURPOSE OF THIS DESCRIPTION ONLY) ALONG SAID NORTH RIGHT-OF-WAY LINE, 389.11 FEET; THENCE NORTH 00°19'00" WEST 387 FEET; THENCE NORTH 89°49'20" EAST, 376.88 FEET TO A POINT ON THE EAST LINE OF LOT 14; THENCE SOUTH 02°07'13" EAST, ALONG SAID EAST LINE, 388.43 FEET TO THE POINT OF BEGINNING.



	NAME OF PROPERTY OWNER	MAILING ADDRESS	TOTAL AREA OF PROPERTY (SF)	AREA WITHIN 250' NOTIFICATION ZONE (SF)	AREA WITHIN 250' NOTIFICATION ZONE (%)	CONSENTING (%)
1	JOSEPH H LENNON	425 HILLCREST DR. POLK CITY, IA 50226-1023	11,453	11,453	1.67	
2	JAMES P CONLEY JR	1205 W. WASHINGTON AVE. POLK CITY, IA 50226-2115	11,146	11,146	1.62	1.62
3	RANDALL W GIBSON	1201 W. WASHINGTON AVE. POLK CITY, IA 50226-2115	11,400	11,400	1.66	
4	RANDALL W GIBSON	1201 W. WASHINGTON AVE. POLK CITY, IA 50226-2115	4,124	4,124	0.60	
5	LOUISE E BROWN	421 HILLCREST DR. POLK CITY, IA 50226-1023	4,124	4,124	0.60	
6	CORY S BROWN	421 HILLCREST DR. POLK CITY, IA 50226-1023	11,200	11,200	1.63	
7	ANTHONY O CAPALDO	417 HILLCREST DR. POLK CITY, IA 50226-1023	8,291	8,291	1.21	1.21
8	ANTHONY O CAPALDO	417 HILLCREST DR. POLK CITY, IA 50226-1023	11,200	11,200	1.63	1.63
9	SCOTT E CONWAY	413 HILLCREST DR. POLK CITY, IA 50226-1023	8,245	8,245	1.20	1.20
10	SCOTT E CONWAY	413 HILLCREST DR. POLK CITY, IA 50226-1023	11,214	11,214	1.63	1.63
11	MBLP LLC	821 W. TRACE DR. POLK CITY, IA 50226-1246	8,114	8,114	1.18	
12	MBLP LLC	821 W. TRACE DR. POLK CITY, IA 50226-1246	11,200	11,200	1.63	
13	DAN GOLBUFF	405 HILLCREST DR. POLK CITY, IA 50226-1023	7,274	7,274	1.06	
14	DAN GOLBUFF	405 HILLCREST DR. POLK CITY, IA 50226-1023	11,200	11,200	1.63	
15	AARON M JOHNSON	1220 BEL AIRE RD. POLK CITY, IA 50226-1021	910	910	0.13	
16	AARON M JOHNSON	1220 BEL AIRE RD. POLK CITY, IA 50226-1021	11,781	9,496	1.38	
17	RICHARD C SCHMITT	1216 BEL AIRE RD. POLK CITY, IA 50226-1021	800	800	0.12	
18	RICHARD C SCHMITT	1216 BEL AIRE RD. POLK CITY, IA 50226-1021	10,400	10,400	1.51	
19	LINDA PROPSTEIN	1212 BEL AIRE RD. POLK CITY, IA 50226-1021	12,240	12,240	1.78	1.78
20	NORMA J BIEGGER	1208 BEL AIRE RD. POLK CITY, IA 50226-1021	13,024	13,024	1.89	1.89
21	DEREK W KRITSCH	1204 BEL AIRE RD. POLK CITY, IA 50226-1021	13,184	13,184	1.92	1.92
22	CAROLYN THAGER	PO BOX 51 POLK CITY, IA 50226-0051	12,190	12,190	1.77	1.77
23	JUANITA MOORE	317 OAKLYN DR. POLK CITY, IA 50226-1024	18,500	18,500	2.69	
24	COLE B SMITH	313 OAKLYN DR. POLK CITY, IA 50226-1024	13,080	13,080	1.90	
25	GARY L CORY	1213 BEL AIRE RD. POLK CITY, IA 50226-1021	11,470	11,470	1.67	0.00
26	KYLE BOWLING	1209 BEL AIRE RD. POLK CITY, IA 50226-1021	11,200	10,450	1.52	1.52
27	DALE W HIGHT	1205 BEL AIRE RD. POLK CITY, IA 50226-1021	11,200	6,921	1.01	1.01
28	CALEB GRULKE	1201 BEL AIRE RD. POLK CITY, IA 50226-1021	11,875	7,062	1.03	1.03
29	JENNIFER L WILLIAMS	309 OAKLYN DR. POLK CITY, IA 50226-1024	11,470	6,369	0.93	
30	ASHLEY M HUEBERT	304 TYLER ST. POLK CITY, IA 50226-1025	15,510	15,443	2.25	2.25
31	ASHLEY M HUEBERT	304 TYLER ST. POLK CITY, IA 50226-1025	2,075	2,075	0.30	0.30
32	FIRST CHOICE RENOVATIONS LLC	PO BOX 483 POLK CITY, IA 50226-0483	9,000	9,000	1.31	1.31
33	CORY R IRWIN	312 TYLER ST. POLK CITY, IA 50226-1025	9,000	9,000	1.31	1.31
34	DENISE M OLSON	402 TYLER ST. POLK CITY, IA 50226-1025	9,000	9,000	1.31	
35	CAITLIN D HUTCHINS	406 TYLER ST. POLK CITY, IA 50226-1025	9,000	9,000	1.31	
36	THOMAS P TULLY	410 TYLER ST. POLK CITY, IA 50226-1025	9,000	9,000	1.31	1.31
37	LORI L LIBBY	414 TYLER ST. POLK CITY, IA 50226-1025	9,000	9,000	1.31	
38	JANET M HROMATKO	418 TYLER ST. POLK CITY, IA 50226-1025	9,000	9,000	1.31	1.31
39	LEAH G CROCKER	810 W. WASHINGTON AVE. POLK CITY, IA 50226-2007	21,504	21,504	3.13	0.00

	NAME OF PROPERTY OWNER	MAILING ADDRESS	TOTAL AREA OF PROPERTY (SF)	AREA WITHIN 250' NOTIFICATION ZONE (SF)	AREA WITHIN 250' NOTIFICATION ZONE (%)	CONSENTING (%)
40	3100 LLC - SERIES 11	PO BOX 66 POLK CITY, IA 50226-0066	17,144	14,943	2.17	
41	EDWARD P LOZINSKI	401 TYLER ST. POLK CITY, IA 50226-1108	17,162	13,628	1.98	1.98
42	LAWRENCE E BAILIFF JR	405 TYLER ST. POLK CITY, IA 50226-1108	20,298	8,980	1.31	1.31
43	ALEX D STAUMANIS	409 TYLER ST. POLK CITY, IA 50226-1108	24,045	8,980	1.31	
44	JOE M BUTLER	413 TYLER ST. POLK CITY, IA 50226-1108	20,386	8,933	1.30	1.30
45	KATHLEEN M LEPAGE	417 TYLER ST. POLK CITY, IA 50226-1108	17,511	8,966	1.30	1.30
46	JAMES C MOON	421 TYLER ST. POLK CITY, IA 50226-1108	9750	9,750	1.42	
47	AARON E BREES	425 TYLER ST. POLK CITY, IA 50226-1108	12,109	12,109	1.76	0.00
48	ROGER K BURT	807 W. WASHINGTON AVE. POLK CITY, IA 50226-2131	26,379	13,868	2.02	2.02
49	BEVERLY J BYRNES	813 W. WASHINGTON AVE. POLK CITY, IA 50226-2131	58,540	49,774	7.24	7.24
50	JAYNA S MC GUIRE	505 ROOSEVELT ST. POLK CITY, IA 50226-2009	13,644	13,644	1.98	1.98
51	MARILYN K PORTER	509 ROOSEVELT ST. POLK CITY, IA 50226-2009	10,800	10,800	1.57	0.00
52	BRITNEY A LEE	513 ROOSEVELT ST. POLK CITY, IA 50226-2009	10,800	9,313	1.35	
53	JACOB N O STEEN	504 ROOSEVELT ST. POLK CITY, IA 50226-2009	14,229	14,229	2.07	
54	JOKAYLA MORRIS	508 ROOSEVELT ST. POLK CITY, IA 50226-2009	10,800	10,800	1.57	1.57
55	GAIL A BAUMAN	512 ROOSEVELT ST. POLK CITY, IA 50226-2009	10,800	8,883	1.29	1.29
56	KADING PROPERTIES LLC	7008 MADISON AVE. URBANDALE, IA 50322-2629	13,451	13,451	1.96	
57	LOGAN WOLFE	509 LINCOLN ST. POLK CITY, IA 50226-2025	10,000	10,000	1.45	1.45
58	JASON ASKVIG	513 LINCOLN ST. POLK CITY, IA 50226-2025	10,000	7,898	1.15	1.15
59	3100 LLC - SERIES 75	PO BOX 66 POLK CITY, IA 50226-0066	17,577	17,577	2.56	
60	ROBERT P SWEENEY	508 LINCOLN ST. POLK CITY, IA 50226-2025	10,000	9,781	1.42	1.42
61	LOLA PERRY	512 LINCOLN ST. POLK CITY, IA 50226-2025	10,000	1,847	0.27	0.00
62	3100 LLC - SERIES 77	PO BOX 66 POLK CITY, IA 50226-0066	13,127	9,546	1.39	
63	DENNIS C GODFREY	509 ADAMS ST. POLK CITY, IA 50226-2025	10,000	4,238	0.62	
64	JASON GOLDSBERRY	513 ADAMS ST. POLK CITY, IA 50226-2025	10,000	203	0.03	
65	BARRETT J FORD	428 HILLCREST DR. POLK CITY, IA 50226-1023	12,851	245	0.04	
66	TERRY WIESELER	424 HILLCREST DR. POLK CITY, IA 50226-1023	10,000	267	0.04	
67	STEVEN D DEVIN	420 HILLCREST DR. POLK CITY, IA 50226-1023	10,000	322	0.05	
68	BURTON FAMILY PROPERTIES LLC	729 36TH STREET DES MOINES, IA 50312-3205	10,000	377	0.05	
69	DAVID R LUSTGRAAF	412 HILLCREST DR. POLK CITY, IA 50226-1023	10,000	432	0.06	
70	LENNIS S BERKLAND	408 HILLCREST DR. POLK CITY, IA 50226-1023	10,000	487	0.07	
71	ROBERT L SCHULTZ	404 HILLCREST DR. POLK CITY, IA 50226-1023	10,000	534	0.08	
72	ROBERT J JOHNSON	400 HILLCREST DR. POLK CITY, IA 50226-1023	11,250	129	0.02	
73	NICHOLAS OTIS	1301 BEL AIRE RD. POLK CITY, IA 50226-1021	11,200	39	0.01	
74	CHAD R ASPENGREN	1217 BEL AIRE RD. POLK CITY, IA 50226-1021	11,200	3,364	0.49	
75	RAKER PROPERTIES LLC	910 LOST LAKE DR. POLK CITY, IA 50226-1021	12,116	3,717	0.54	
76	CHRIS A KINSEY	300 TYLER ST. POLK CITY, IA 50226-1025	15,670	946	0.14	
77	3100 LLC	PO BOX 66 POLK CITY, IA 50226-0066	16,048	5,738	0.83	
78	SHARON K BURT	807 W. WASHINGTON AVE. POLK CITY, IA 50226-2131	26,379	583	0.08	
TOTAL			687,624	100.00	50.01	



FILE: U:\2023\2023\ON WITH LIFE\REZONING MAP.DWG
 FILE DATE: 9/12/2023
 PLOTTED: 9/12/2023 10:27 AM
 COMMENTS: ENG
 PLOTTED BY: KAYLEE WISSE

DATE: _____
 REVISIONS: _____
 4121 NW URBANDALE DRIVE
 URBANDALE, IA 50322
 PHONE: (515) 369-4400 FAX: (515) 369-4410
 DRAFTED: _____
 ENGINEER: _____
 ON WITH LIFE
 CIVIL DESIGN ADVANTAGE
 POLK CITY, IOWA
 ON WITH LIFE
 CIVIL DESIGN ADVANTAGE
 POLK CITY, IOWA
 ON WITH LIFE
 CIVIL DESIGN ADVANTAGE
 POLK CITY, IOWA
 DATE: 09/12/2023
 SHEET NUMBER:
1 OF 1
 2308.561

PETITION FOR REZONING

TO: Planning and Zoning Commission
Mayor, and City Council

We, the undersigned owners of the following described property:

THE EAST 419 FEET OF LOT 14 OF THE OFFICIAL PLAT OF THE NORTH HALF OF SECTION 2,
TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL
MERIDIAN IN THE CITY OF POLK CITY, POLK COUNTY, IOWA, EXCEPT THE SOUTH 40.00
FEET THEREOF.

Request that said property be rezoned from its present Zoning Classification of *R-1 Single Family Detached Residential District* to Zoning classification *R-3 Multiple-Family Residential District* for the purpose of

The existing building not being an allowed use under the zoning classification of R-1 Single Family Detached Residential District. With the building renovations, the building was grandfathered in and the use allowed. With the purchase of the additional land, the property now needs to be rezoned.

PROPERTY OWNER: *An Wish Life, INC*
Jean Shelton

Owner's Name (please print)

[Signature]

Signature
CEO

Title (if owned by Inc., LLC, or similar)

PROPERTY OWNER (when jointly owned):

Owner's Name (please print)

Signature

The above property owner(s) are herewith providing the following documentation

- Signatures of owners of at least 50% of the area with a 250' buffer, exclusive of intervening ROW and alleys, surrounding the proposed rezoning (See Page 2)
- Table demonstrating sufficient consent of buffer area property owners (See Page 3)
- Rezoning Sketch depicting proposed zoning boundary line, all parcels within the buffer area , and ownership of each each parcel. (To be attached)
- Two stamped and addressed envelopes for each property owner within buffer area which the City Clerk will use for required notice.
- Master Plan if rezoning to PUD or R-4 Mobile Home Parks

The undersigned owners of property lying outside of said above described tract, but within two hundred and fifty (250) feet of the boundaries thereof, intervening streets and alleys not included in computation of said distance, join in this petition for the purposes of having the above described real estate rezoned from R-1 Single Family Detached Residential District to R-3 Multiple-Family Residential District.

PROPERTY OWNERS WITHIN THE 250' BUFFER CONSENTING TO THE PROPOSED REZONING			
Property Owner Name	Address	Parcel Acreage (within buffer)	Signature
JOSEPH H LENNON	425 HILLCREST DR. POLK CITY, IA 50226 -1023	0.263	
JAMES P CONLEY JR	1205 W. WASHINGTON AVE. POLK CITY, IA 50226 -2115	0.256	See attached for signature.
RANDALL W GIBSON	1201 W. WASHINGTON AVE. POLK CITY, IA 50226 -2115	0.262	
RANDALL W GIBSON	1201 W. WASHINGTON AVE. POLK CITY, IA 50226 -2115	0.095	
LOUISE E BROWN	421 HILLCREST DR. POLK CITY, IA 50226 -1023	0.095	
CORY S BROWN	421 HILLCREST DR. POLK CITY, IA 50226 -1023	0.257	
ANTHONY O CAPALDO	417 HILLCREST DR. POLK CITY, IA 50226 -1023	0.190	See attached for signature.
ANTHONY O CAPALDO	417 HILLCREST DR. POLK CITY, IA 50226 -1023	0.257	See attached for signature.
SCOTT E CONWAY	413 HILLCREST DR. POLK CITY, IA 50226 -1023	0.189	See attached for signature.
SCOTT E CONWAY	413 HILLCREST DR. POLK CITY, IA 50226 -1023	0.257	See attached for signature.
MBLP LLC	821 W. TRACE DR. POLK CITY, IA 50226 -1246	0.186	
MBLP LLC	821 W. TRACE DR. POLK CITY, IA 50226 -1246	0.257	
DAN GOLBUFF	405 HILLCREST DR. POLK CITY, IA 50226 -1023	0.167	
DAN GOLBUFF	405 HILLCREST DR. POLK CITY, IA 50226 -1023	0.257	
AARON M JOHNSON	1220 BEL AIRE RD. POLK CITY, IA 50226 -1021	0.021	
AARON M JOHNSON	1220 BEL AIRE RD. POLK CITY, IA 50226 -1021	0.218	
RICHARD C SCHMITT	1216 BEL AIRE RD. POLK CITY, IA 50226 -1021	0.018	
RICHARD C SCHMITT	1216 BEL AIRE RD. POLK CITY, IA 50226 -1021	0.239	
LINDA PROPSTEIN	1212 BEL AIRE RD. POLK CITY, IA 50226 -1021	0.281	See attached for signature.
NORMA J BIEGGER	1208 BEL AIRE RD. POLK CITY, IA 50226 -1021	0.299	See attached for signature.
DEREK W KRITSCH	1204 BEL AIRE RD. POLK CITY, IA 50226 -1021	0.303	See attached for signature.
CAROLYN T HAGER	PO BOX 51 POLK CITY, IA 50226 -0051	0.280	See attached for signature.
JUANITA MOORE	317 OAKLYN DR. POLK CITY, IA 50226 -1024	0.425	
COLE B SMITH	313 OAKLYN DR. POLK CITY, IA 50226 -1024	0.300	
GARY L CORY	1213 BEL AIRE RD. POLK CITY, IA 50226 -1021	0.012	
KYLE BOWLING	1209 BEL AIRE RD. POLK CITY, IA 50226 -1021	0.063	See attached for signature.
DALE W HIGHT	1205 BEL AIRE RD. POLK CITY, IA 50226 -1021	0.067	See attached for signature.
CALEB GRULKE	1201 BEL AIRE RD. POLK CITY, IA 50226 -1021	0.096	See attached for signature.
JENNIFER L WILLIAMS	309 OAKLYN DR. POLK CITY, IA 50226 -1024	0.173	

ASHLEY M HUEBERT	304 TYLER ST. POLK CITY, IA 50226 -1025	0.203	See attached for signature.
ASHLEY M HUEBERT	304 TYLER ST. POLK CITY, IA 50226 -1025	0.048	See attached for signature.
FIRST CHOICE RENOVATIONS LLC	PO BOX 483 POLK CITY, IA 50226 -0483	0.207	See attached for signature.
CORY R IRWIN	312 TYLER ST. POLK CITY, IA 50226 -1025	0.207	See attached for signature.
DENISE M OLSON	402 TYLER ST. POLK CITY, IA 50226 -1025	0.207	
CAITLIN D HUTCHINS	406 TYLER ST. POLK CITY, IA 50226 -1025	0.207	
THOMAS P TULLY	410 TYLER ST. POLK CITY, IA 50226 -1025	0.207	See attached for signature.
LORI L KIBBY	414 TYLER ST. POLK CITY, IA 50226 -1025	0.207	
JANET M HROMATKO	418 TYLER ST. POLK CITY, IA 50226 -1025	0.207	See attached for signature.
LEAH G CROCKER	810 W. WASHINGTON AVE. POLK CITY, IA 50226 -2007	0.494	
3100 LLC - SERIES 11	PO BOX 66 POLK CITY, IA 50226 -0066	0.094	
EDWARD P LOZINSKI	401 TYLER ST. POLK CITY, IA 50226 -1108	0.197	See attached for signature.
LAWRENCE E BAILIFF JR	405 TYLER ST. POLK CITY, IA 50226 -1108	0.111	See attached for signature.
ALEX D STAUMANIS	409 TYLER ST. POLK CITY, IA 50226 -1108	0.111	
JOE M BUTLER	413 TYLER ST. POLK CITY, IA 50226 -1108	0.111	See attached for signature.
KATHLEEN M LEPAGE	417 TYLER ST. POLK CITY, IA 50226 -1108	0.111	See attached for signature.
JAMES C MOON	421 TYLER ST. POLK CITY, IA 50226 -1108	0.121	
AARON E BREES	425 TYLER ST. POLK CITY, IA 50226 -1108	0.145	
ROGER K BURT	807 W. WASHINGTON AVE. POLK CITY, IA 50226 -2131	0.100	See attached for signature.
BEVERLY J BYRNES	813 W. WASHINGTON AVE. POLK CITY, IA 50226 -2131	1.038	See attached for signature.
JAYNA S MC GUIRE	505 ROOSEVELT ST. POLK CITY, IA 50226 -2009	0.313	See attached for signature.
MARILYN K PORTER	509 ROOSEVELT ST. POLK CITY, IA 50226 -2009	0.248	
BRITNEY A LEE	513 ROOSEVELT ST. POLK CITY, IA 50226 -2009	0.214	
JACOB N O'STEEN	504 ROOSEVELT ST. POLK CITY, IA 50226 -2009	0.327	
JOKAYLA MORRIS	508 ROOSEVELT ST. POLK CITY, IA 50226 -2009	0.248	See attached for signature.
GAIL A BAUMAN	512 ROOSEVELT ST. POLK CITY, IA 50226 -2009	0.204	See attached for signature.
KADING PROPERTIES LLC	7008 MADISON AVE. URBANDALE, IA 50322-2629	0.309	
LOGAN WOLFE	509 LINCOLN ST POLK CITY, IA 50226-2025	0.230	See attached for signature.
JASON ASKVIG	513 LINCOLN ST POLK CITY, IA 50226-2025	0.181	See attached for signature.
3100 LLC - SERIES 75	PO BOX 66 POLK CITY, IA 50226 -0066	0.404	
ROBERT P SWEENEY	508 LINCOLN ST POLK CITY, IA 50226-2025	0.178	See attached for signature.
LOLA PERRY	512 LINCOLN ST POLK CITY, IA 50226-2025	0.013	
3100 LLC - SERIES 77	PO BOX 66 POLK CITY, IA 50226 -0066	0.099	
DENNIS C GODFREY	509 ADAMS ST POLK CITY, IA 50226-2025	0.016	
JASON GOLDSBERRY	513 ADAMS ST POLK CITY, IA 50226-2025	0.005	

BARRETT J FORD	428 HILLCREST DR. POLK CITY, IA 50226 -1023	0.006	
TERRY WIESELER	424 HILLCREST DR. POLK CITY, IA 50226 -1023	0.006	
STEVEN D DEVIN	420 HILLCREST DR. POLK CITY, IA 50226 -1023	0.007	
BURTON FAMILY PROPERTIES LLC	729 36TH STREET DES MOINES, IA 50312-3205	0.009	
DAVID R LUSTGRAAF	412 HILLCREST DR. POLK CITY, IA 50226 -1023	0.010	
LENNIS S BERKLAND	408 HILLCREST DR. POLK CITY, IA 50226 -1023	0.011	
ROBERT L SCHULTZ	404 HILLCREST DR. POLK CITY, IA 50226 -1023	0.012	
ROBERT J JOHNSON	400 HILLCREST DR. POLK CITY, IA 50226 -1023	0.003	
NICHOLAS OTIS	1301 BEL AIRE RD. POLK CITY, IA 50226 -1021	0.001	
CHAD R ASPENGREN	1217 BEL AIRE RD. POLK CITY, IA 50226 -1021	0.077	
RAKER PROPERTIES LLC	910 LOST LAKE DR. POLK CITY, IA 50226 -1021	0.085	
CHRIS A KINSEY	300 TYLER ST. POLK CITY, IA 50226 -1025	0.022	
3100 LLC	PO BOX 66 POLK CITY, IA 50226 -0066	0.132	
SHARON K BURT	807 W. WASHINGTON AVE. POLK CITY, IA 50226 -2131	0.013	


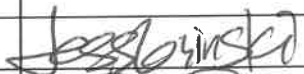

CONSENT TABLE
(Percentage of Buffer Area Owners Consenting to Proposed Rezoning, by area)

Property Owner Name	Parcel Area within 250' Buffer (Acres)	% of Total 250' Buffer Area (%)	Consenting % Only (%)
JOSEPH H LENNON	0.263	1.67	
JAMES P CONLEY JR	0.256	1.62	1.62
RANDALL W GIBSON	0.262	1.66	
RANDALL W GIBSON	0.095	0.60	
LOUISE E BROWN	0.095	0.60	
CORY S BROWN	0.257	1.63	
ANTHONY O CAPALDO	0.190	1.21	1.21
ANTHONY O CAPALDO	0.257	1.63	1.63
SCOTT E CONWAY	0.189	1.20	1.20
SCOTT E CONWAY	0.257	1.63	1.63
MBLP LLC	0.186	1.18	
MBLP LLC	0.257	1.63	
DAN GOLBUFF	0.167	1.06	
DAN GOLBUFF	0.257	1.63	
AARON M JOHNSON	0.021	0.13	
AARON M JOHNSON	0.218	1.38	
RICHARD C SCHMITT	0.018	0.12	
RICHARD C SCHMITT	0.239	1.51	
LINDA PROPSTEIN	0.281	1.78	1.78
NORMA J BIEGGER	0.299	1.89	1.89
DEREK W KRITSCH	0.303	1.92	1.92
CAROLYN T HAGER	0.280	1.77	1.77
JUANITA MOORE	0.425	2.69	
COLE B SMITH	0.300	1.90	
GARY L CORY	0.012	1.67	0.00
KYLE BOWLING	0.063	1.52	1.52
DALE W HIGHT	0.067	1.01	1.01
CALEB GRULKE	0.096	1.03	1.03
JENNIFER L WILLIAMS	0.173	0.93	
ASHLEY M HUEBERT	0.203	2.25	2.25
ASHLEY M HUEBERT	0.048	0.30	0.30

FIRST CHOICE RENOVATIONS LLC	0.207	1.31	1.31
CORY R IRWIN	0.207	1.31	1.31
DENISE M OLSON	0.207	1.31	
CAITLIN D HUTCHINS	0.207	1.31	
THOMAS P TULLY	0.207	1.31	1.31
LORI L KIBBY	0.207	1.31	
JANET M HROMATKO	0.207	1.31	1.31
LEAH G CROCKER	0.494	3.13	0.00
3100 LLC - SERIES 11	0.094	2.17	
EDWARD P LOZINSKI	0.197	1.98	1.98
LAWRENCE E BAILIFF JR	0.111	1.31	1.31
ALEX D STAUMANIS	0.111	1.31	
JOE M BUTLER	0.111	1.30	1.30
KATHLEEN M LEPAGE	0.111	1.30	1.30
JAMES C MOON	0.121	1.42	
AARON E BREES	0.145	1.76	0.00
ROGER K BURT	0.100	2.02	2.02
BEVERLY J BYRNES	1.038	7.24	7.24
JAYNA S MC GUIRE	0.313	1.98	1.98
MARILYN K PORTER	0.248	1.57	0.00
BRITNEY A LEE	0.214	1.35	
JACOB N O'STEEN	0.327	2.07	
JOKAYLA MORRIS	0.248	1.57	1.57
GAIL A BAUMAN	0.204	1.29	1.29
KADING PROPERTIES LLC	0.309	1.96	
LOGAN WOLFE	0.230	1.45	1.45
JASON ASKVIG	0.181	1.15	1.15
3100 LLC - SERIES 75	0.404	2.56	
ROBERT P SWEENY	0.178	1.42	1.42
LOLA PERRY	0.013	0.27	0.00
3100 LLC - SERIES 77	0.099	1.39	
DENNIS C GODFREY	0.016	0.62	
JASON GOLDSBERRY	0.005	0.03	
BARRETT J FORD	0.006	0.04	
TERRY WIESELER	0.006	0.04	

STEVEN D DEVIN	0.007	0.05	
BURTON FAMILY PROPERTIES LLC	0.009	0.05	
DAVID R LUSTGRAAF	0.010	0.06	
LENNIS S BERKLAND	0.011	0.07	
ROBERT L SCHULTZ	0.012	0.08	
ROBERT J JOHNSON	0.003	0.02	
NICHOLAS OTIS	0.001	0.01	
CHAD R ASPENGREN	0.077	0.49	
RAKER PROPERTIES LLC	0.085	0.54	
CHRIS A KINSEY	0.022	0.14	
3100 LLC	0.132	0.83	
SHARON K BURT	0.013	0.08	
TOTALS	13.10 Acres	100.00%	50.01

**Must have at least 50% Consent for Proposed Rezoning.*



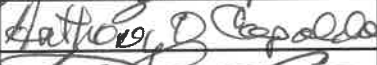


ASHLEY M HUEBERT	304 TYLER ST. POLK CITY, IA 50226 -1025	0.203	
ASHLEY M HUEBERT	304 TYLER ST. POLK CITY, IA 50226 -1025	0.048	
FIRST CHOICE RENOVATIONS LLC	PO BOX 483 POLK CITY, IA 50226 -0483	0.207	
CORY R IRWIN	312 TYLER ST. POLK CITY, IA 50226 -1025	0.207	
DENISE M OLSON	402 TYLER ST. POLK CITY, IA 50226 -1025	0.207	
CAITLIN D HUTCHINS	406 TYLER ST. POLK CITY, IA 50226 -1025	0.207	
THOMAS P TULLY	410 TYLER ST. POLK CITY, IA 50226 -1025	0.207	
LORI L KIBBY	414 TYLER ST. POLK CITY, IA 50226 -1025	0.207	
JANET M HROMATKO	418 TYLER ST. POLK CITY, IA 50226 -1025	0.207	
LEAH G CROCKER	810 W. WASHINGTON AVE. POLK CITY, IA 50226 -2007	0.494	
3100 LLC - SERIES 11	PO BOX 66 POLK CITY, IA 50226 -0066	0.094	
EDWARD P LOZINSKI	401 TYLER ST. POLK CITY, IA 50226 -1108	0.197	 
LAWRENCE E BAILIFF JR	405 TYLER ST. POLK CITY, IA 50226 -1108	0.111	
ALEX D STAUMANIS	409 TYLER ST. POLK CITY, IA 50226 -1108	0.111	
JOE M BUTLER	413 TYLER ST. POLK CITY, IA 50226 -1108	0.111	
KATHLEEN M LEPAGE	417 TYLER ST. POLK CITY, IA 50226 -1108	0.111	
JAMES C MOON	421 TYLER ST. POLK CITY, IA 50226 -1108	0.121	
AARON E BREES	425 TYLER ST. POLK CITY, IA 50226 -1108	0.145	
ROGER K BURT	807 W. WASHINGTON AVE. POLK CITY, IA 50226 -2131	0.100	
BEVERLY J BYRNES	813 W. WASHINGTON AVE. POLK CITY, IA 50226 -2131	1.038	
JAYNA S MC GUIRE	505 ROOSEVELT ST. POLK CITY, IA 50226 -2009	0.313	
MARILYN K PORTER	509 ROOSEVELT ST. POLK CITY, IA 50226 -2009	0.248	
BRITNEY A LEE	513 ROOSEVELT ST. POLK CITY, IA 50226 -2009	0.214	
JACOB N O'STEEN	504 ROOSEVELT ST. POLK CITY, IA 50226 -2009	0.327	
JOKAYLA MORRIS	508 ROOSEVELT ST. POLK CITY, IA 50226 -2009	0.248	
GAIL A BAUMAN	512 ROOSEVELT ST. POLK CITY, IA 50226 -2009	0.204	
KADING PROPERTIES LLC	7008 MADISON AVE. URBAN DALE, IA 50322-2629	0.309	
LOGAN WOLFE	509 LINCOLN ST POLK CITY, IA 50226-2025	0.230	
JASON ASKVIG	513 LINCOLN ST POLK CITY, IA 50226-2025	0.181	
3100 LLC - SERIES 75	PO BOX 66 POLK CITY, IA 50226 -0066	0.404	
ROBERT P SWEENEY	508 LINCOLN ST POLK CITY, IA 50226-2025	0.178	
LOLA PERRY	512 LINCOLN ST POLK CITY, IA 50226-2025	0.013	
3100 LLC - SERIES 77	PO BOX 66 POLK CITY, IA 50226 -0066	0.099	
DENNIS C GODFREY	509 ADAMS ST POLK CITY, IA 50226-2025	0.016	

ASHLEY M HUEBERT	304 TYLER ST. POLK CITY, IA 50226 -1025	0.203	
ASHLEY M HUEBERT	304 TYLER ST. POLK CITY, IA 50226 -1025	0.048	
FIRST CHOICE RENOVATIONS LLC	PO BOX 483 POLK CITY, IA 50226 -0483	0.207	
CORY R IRWIN	312 TYLER ST. POLK CITY, IA 50226 -1025	0.207	
DENISE M OLSON	402 TYLER ST. POLK CITY, IA 50226 -1025	0.207	
CAITLIN D HUTCHINS	406 TYLER ST. POLK CITY, IA 50226 -1025	0.207	
THOMAS P TULLY	410 TYLER ST. POLK CITY, IA 50226 -1025	0.207	
LORI L KIBBY	414 TYLER ST. POLK CITY, IA 50226 -1025	0.207	
JANET M HROMATKO	418 TYLER ST. POLK CITY, IA 50226 -1025	0.207	
LEAH G CROCKER	810 W. WASHINGTON AVE. POLK CITY, IA 50226 -2007	0.494	
3100 LLC - SERIES 11	PO BOX 66 POLK CITY, IA 50226 -0066	0.094	
EDWARD P LOZINSKI	401 TYLER ST. POLK CITY, IA 50226 -1108	0.197	
LAWRENCE E BAILIFF JR	405 TYLER ST. POLK CITY, IA 50226 -1108	0.111	
ALEX D STAUMANIS	409 TYLER ST. POLK CITY, IA 50226 -1108	0.111	
JOE M BUTLER	413 TYLER ST. POLK CITY, IA 50226 -1108	0.111	
KATHLEEN M LEPAGE	417 TYLER ST. POLK CITY, IA 50226 -1108	0.111	
JAMES C MOON	421 TYLER ST. POLK CITY, IA 50226 -1108	0.121	
AARON E BREES	425 TYLER ST. POLK CITY, IA 50226 -1108	0.145	
★ ROGER K BURT	807 W. WASHINGTON AVE. POLK CITY, IA 50226 -2131	0.100	
★ BEVERLY J BYRNES	813 W. WASHINGTON AVE. POLK CITY, IA 50226 -2131	1.038	
JAYNA S MC GUIRE	505 ROOSEVELT ST. POLK CITY, IA 50226 -2009	0.313	<i>Be Me Guire</i>
MARILYN K PORTER	509 ROOSEVELT ST. POLK CITY, IA 50226 -2009	0.248	
★ BRITNEY A LEE	513 ROOSEVELT ST. POLK CITY, IA 50226 -2009	0.214	
★ JACOB N O'STEEN	504 ROOSEVELT ST. POLK CITY, IA 50226 -2009	0.327	
★ JOKAYLA MORRIS	508 ROOSEVELT ST. POLK CITY, IA 50226 -2009	0.248	
★ GAIL A BAUMAN	512 ROOSEVELT ST. POLK CITY, IA 50226 -2009	0.204	
KADING PROPERTIES LLC	7008 MADISON AVE. URBANDALE, IA 50322-2629	0.309	
★ LOGAN WOLFE	509 LINCOLN ST POLK CITY, IA 50226-2025	0.230	
JASON ASKVIG	513 LINCOLN ST POLK CITY, IA 50226-2025	0.181	<i>Joe Askvig</i>
3100 LLC - SERIES 76	PO BOX 66 POLK CITY, IA 50226 -0066	0.404	
• ROBERT P SWEENEY	508 LINCOLN ST POLK CITY, IA 50226-2025	0.178	<i>Sheryl Sweeney</i>
NO LOLA PERRY	512 LINCOLN ST POLK CITY, IA 50226-2025	0.013	
3100 LLC - SERIES 77	PO BOX 66 POLK CITY, IA 50226 -0066	0.099	
DENNIS C GODFREY	509 ADAMS ST POLK CITY, IA 50226-2025	0.016	

ASHLEY M HUEBERT	304 TYLER ST. POLK CITY, IA 50226 -1025	0.203	
ASHLEY M HUEBERT	304 TYLER ST. POLK CITY, IA 50226 -1025	0.048	
FIRST CHOICE RENOVATIONS LLC	PO BOX 483 POLK CITY, IA 50226 -0483	0.207	
CORY R IRWIN	312 TYLER ST. POLK CITY, IA 50226 -1025	0.207	
DENISE M OLSON	402 TYLER ST. POLK CITY, IA 50226 -1025	0.207	
CAITLIN D HUTCHINS	406 TYLER ST. POLK CITY, IA 50226 -1025	0.207	
THOMAS P TULLY	410 TYLER ST. POLK CITY, IA 50226 -1025	0.207	
LORI L KIBBY	414 TYLER ST. POLK CITY, IA 50226 -1025	0.207	
JANET M HROMATKO	418 TYLER ST. POLK CITY, IA 50226 -1025	0.207	<i>Mike Hromatko JH</i>
LEAH G CROCKER	810 W. WASHINGTON AVE. POLK CITY, IA 50226 -2007	0.494	
3100 LLC - SERIES 11	PO BOX 66 POLK CITY, IA 50226 -0066	0.094	
EDWARD P LOZINSKI	401 TYLER ST. POLK CITY, IA 50226 -1108	0.197	
LAWRENCE E BAILIFF JR	405 TYLER ST. POLK CITY, IA 50226 -1108	0.111	
ALEX D STAUMANIS	409 TYLER ST. POLK CITY, IA 50226 -1108	0.111	
JOE M BUTLER	413 TYLER ST. POLK CITY, IA 50226 -1108	0.111	<i>J. Butler</i>
KATHLEEN M LEPAGE	417 TYLER ST. POLK CITY, IA 50226 -1108	0.111	<i>Kathy Lepage</i>
JAMES C MOON	421 TYLER ST. POLK CITY, IA 50226 -1108	0.121	
AARON E BREES	425 TYLER ST. POLK CITY, IA 50226 -1108	0.145	
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JACOB N O'STEEN	504 ROOSEVELT ST. POLK CITY, IA 50226 -2009	0.327	
JOKAYLA MORRIS	508 ROOSEVELT ST. POLK CITY, IA 50226 -2009	0.248	
GAIL A BAUMAN	512 ROOSEVELT ST. POLK CITY, IA 50226 -2009	0.204	
KADING PROPERTIES LLC	7008 MADISON AVE. URBAN DALE, IA 50322-2629	0.309	
LOGAN WOLFE	509 LINCOLN ST POLK CITY, IA 50226-2025	0.230	
JASON ASKVIG	513 LINCOLN ST POLK CITY, IA 50226-2025	0.181	
3100 LLC - SERIES 75	PO BOX 66 POLK CITY, IA 50226 -0066	0.404	
ROBERT P SWEENEY	508 LINCOLN ST POLK CITY, IA 50226-2025	0.178	
LOLA PERRY	512 LINCOLN ST POLK CITY, IA 50226-2025	0.013	
3100 LLC - SERIES 77	PO BOX 66 POLK CITY, IA 50226 -0066	0.099	
DENNIS C GODFREY	509 ADAMS ST POLK CITY, IA 50226-2025	0.016	

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The undersigned owners of property lying outside of said above described tract, but within two hundred and fifty (250) feet of the boundaries thereof, intervening streets and alleys not included in computation of said distance, join in this petition for the purposes of having the above described real estate rezoned from R-1 Single Family Detached Residential District to R-3 Multiple-Family Residential District.

PROPERTY OWNERS WITHIN THE 250' BUFFER CONSENTING TO THE PROPOSED REZONING			
Property Owner Name	Address	Parcel Acreage (within buffer)	Signature
JOSEPH H LENNON	425 HILLCREST DR. POLK CITY, IA 50226 -1023	0.263	
JAMES P CONLEY JR	1205 W. WASHINGTON AVE. POLK CITY, IA 50226 -2115	0.256	
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RANDALL W GIBSON	1201 W. WASHINGTON AVE. POLK CITY, IA 50226 -2115	0.095	
LOUISE E BROWN	421 HILLCREST DR. POLK CITY, IA 50226 -1023	0.095	
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ANTHONY O CAPALDO	417 HILLCREST DR. POLK CITY, IA 50226 -1023	0.190	
ANTHONY O CAPALDO	417 HILLCREST DR. POLK CITY, IA 50226 -1023	0.257	
SCOTT E CONWAY	413 HILLCREST DR. POLK CITY, IA 50226 -1023	0.189	
SCOTT E CONWAY	413 HILLCREST DR. POLK CITY, IA 50226 -1023	0.257	
MBLP LLC	821 W. TRACE DR. POLK CITY, IA 50226 -1246	0.186	
MBLP LLC	821 W. TRACE DR. POLK CITY, IA 50226 -1246	0.257	
DAN GOLBUFF	405 HILLCREST DR. POLK CITY, IA 50226 -1023	0.167	
DAN GOLBUFF	405 HILLCREST DR. POLK CITY, IA 50226 -1023	0.257	
AARON M JOHNSON	1220 BEL AIRE RD. POLK CITY, IA 50226 -1021	0.021	
AARON M JOHNSON	1220 BEL AIRE RD. POLK CITY, IA 50226 -1021	0.218	
RICHARD C SCHMITT	1216 BEL AIRE RD. POLK CITY, IA 50226 -1021	0.018	
RICHARD C SCHMITT	1216 BEL AIRE RD. POLK CITY, IA 50226 -1021	0.239	
LINDA PROPSTEIN	1212 BEL AIRE RD. POLK CITY, IA 50226 -1021	0.281	
NORMA J BIEGGER	1208 BEL AIRE RD. POLK CITY, IA 50226 -1021	0.299	
DEREK W KRITSCH	1204 BEL AIRE RD. POLK CITY, IA 50226 -1021	0.303	
CAROLYN T HAGER	PO BOX 51 POLK CITY, IA 50226 -0051	0.280	
JUANITA MOORE	317 OAKLYN DR. POLK CITY, IA 50226 -1024	0.425	
COLE B SMITH	313 OAKLYN DR. POLK CITY, IA 50226 -1024	0.300	
GARY L CORY	1213 BEL AIRE RD. POLK CITY, IA 50226 -1021	0.012	
KYLE BOWLING	1209 BEL AIRE RD. POLK CITY, IA 50226 -1021	0.063	
DALE W HIGHT	1205 BEL AIRE RD. POLK CITY, IA 50226 -1021	0.067	
CALEB GRULKE	1201 BEL AIRE RD. POLK CITY, IA 50226 -1021	0.096	
JENNIFER L WILLIAMS	309 OAKLYN DR. POLK CITY, IA 50226 -1024	0.173	

The undersigned owners of property lying outside of said above described tract, but within two hundred and fifty (250) feet of the boundaries thereof, intervening streets and alleys not included in computation of said distance, join in this petition for the purposes of having the above described real estate rezoned from R-1 Single Family Detached Residential District to R-3 Multiple-Family Residential District.

PROPERTY OWNERS WITHIN THE 250' BUFFER CONSENTING TO THE PROPOSED REZONING			
Property Owner Name	Address	Parcel Acreage (within buffer)	Signature
JOSEPH H LENNON	425 HILLCREST DR. POLK CITY, IA 50226 -1023	0.263	
JAMES P CONLEY JR	1205 W. WASHINGTON AVE. POLK CITY, IA 50226 -2115	0.256	
RANDALL W GIBSON	1201 W. WASHINGTON AVE. POLK CITY, IA 50226 -2115	0.262	
RANDALL W GIBSON	1201 W. WASHINGTON AVE. POLK CITY, IA 50226 -2115	0.095	
LOUISE E BROWN	421 HILLCREST DR. POLK CITY, IA 50226 -1023	0.095	
CORY S BROWN	421 HILLCREST DR. POLK CITY, IA 50226 -1023	0.257	
ANTHONY O CAPALDO	417 HILLCREST DR. POLK CITY, IA 50226 -1023	0.190	
ANTHONY O CAPALDO	417 HILLCREST DR. POLK CITY, IA 50226 -1023	0.257	
SCOTT E CONWAY	413 HILLCREST DR. POLK CITY, IA 50226 -1023	0.189	
SCOTT E CONWAY	413 HILLCREST DR. POLK CITY, IA 50226 -1023	0.257	
MBLP LLC	821 W. TRACE DR. POLK CITY, IA 50226 -1246	0.186	
MBLP LLC	821 W. TRACE DR. POLK CITY, IA 50226 -1246	0.257	
DAN GOLBUFF	405 HILLCREST DR. POLK CITY, IA 50226 -1023	0.167	
DAN GOLBUFF	405 HILLCREST DR. POLK CITY, IA 50226 -1023	0.257	
AARON M JOHNSON	1220 BEL AIRE RD. POLK CITY, IA 50226 -1021	0.021	
AARON M JOHNSON	1220 BEL AIRE RD. POLK CITY, IA 50226 -1021	0.218	
RICHARD C SCHMITT	1216 BEL AIRE RD. POLK CITY, IA 50226 -1021	0.018	
RICHARD C SCHMITT	1216 BEL AIRE RD. POLK CITY, IA 50226 -1021	0.239	
LINDA PROPSTEIN	1212 BEL AIRE RD. POLK CITY, IA 50226 -1021	0.281	Linda Claussen (Propstein)
NORMA J BIEGGER	1208 BEL AIRE RD. POLK CITY, IA 50226 -1021	0.299	Norma Biegger
DEREK W KRITSCH	1204 BEL AIRE RD. POLK CITY, IA 50226 -1021	0.303	
CAROLYN T HAGER	PO BOX 51 POLK CITY, IA 50226 -0051	0.280	Carolyn T. Hager
JUANITA MOORE	317 OAKLYN DR. POLK CITY, IA 50226 -1024	0.425	
COLE B SMITH	313 OAKLYN DR. POLK CITY, IA 50226 -1024	0.300	
GARY L CORY	1213 BEL AIRE RD. POLK CITY, IA 50226 -1021	0.012	
KYLE BOWLING	1209 BEL AIRE RD. POLK CITY, IA 50226 -1021	0.063	
DALE W HIGHT	1205 BEL AIRE RD. POLK CITY, IA 50226 -1021	0.067	
CALEB GRULKE	1201 BEL AIRE RD. POLK CITY, IA 50226 -1021	0.096	
JENNIFER L WILLIAMS	309 OAKLYN DR. POLK CITY, IA 50226 -1024	0.173	

*
*

ASHLEY M HUEBERT	304 TYLER ST. POLK CITY, IA 50226 -1025	0.203	<i>Ashley Huebert</i> <i>Ashley Huebert</i>
ASHLEY M HUEBERT	304 TYLER ST. POLK CITY, IA 50226 -1025	0.048	
FIRST CHOICE RENOVATIONS LLC	PO BOX 483 POLK CITY, IA 50226 -0483	0.207	
CORY R IRWIN	312 TYLER ST. POLK CITY, IA 50226 -1025	0.207	
DENISE M OLSON	402 TYLER ST. POLK CITY, IA 50226 -1025	0.207	
CAITLIN D HUTCHINS	406 TYLER ST. POLK CITY, IA 50226 -1025	0.207	
THOMAS P TULLY	410 TYLER ST. POLK CITY, IA 50226 -1025	0.207	
LORI L KIBBY	414 TYLER ST. POLK CITY, IA 50226 -1025	0.207	
JANET M HROMATKO	418 TYLER ST. POLK CITY, IA 50226 -1025	0.207	
LEAH G CROCKER	810 W. WASHINGTON AVE. POLK CITY, IA 50226 -2007	0.494	
3100 LLC - SERIES 11	PO BOX 66 POLK CITY, IA 50226 -0066	0.094	
EDWARD P LOZINSKI	401 TYLER ST. POLK CITY, IA 50226 -1108	0.197	
LAWRENCE E BAILIFF JR	405 TYLER ST. POLK CITY, IA 50226 -1108	0.111	
ALEX D STAUMANIS	409 TYLER ST. POLK CITY, IA 50226 -1108	0.111	
JOE M BUTLER	413 TYLER ST. POLK CITY, IA 50226 -1108	0.111	
KATHLEEN M LEPAGE	417 TYLER ST. POLK CITY, IA 50226 -1108	0.111	
JAMES C MOON	421 TYLER ST. POLK CITY, IA 50226 -1108	0.121	
AARON E BREES	425 TYLER ST. POLK CITY, IA 50226 -1108	0.145	
ROGER K BURT	807 W. WASHINGTON AVE. POLK CITY, IA 50226 -2131	0.100	
BEVERLY J BYRNES	813 W. WASHINGTON AVE. POLK CITY, IA 50226 -2131	1.038	
JAYNA S MC GUIRE	505 ROOSEVELT ST. POLK CITY, IA 50226 -2009	0.313	
MARILYN K PORTER	509 ROOSEVELT ST. POLK CITY, IA 50226 -2009	0.248	
BRITNEY A LEE	513 ROOSEVELT ST. POLK CITY, IA 50226 -2009	0.214	
JACOB N O'STEEN	504 ROOSEVELT ST. POLK CITY, IA 50226 -2009	0.327	
JOKAYLA MORRIS	508 ROOSEVELT ST. POLK CITY, IA 50226 -2009	0.248	
GAIL A BAUMAN	512 ROOSEVELT ST. POLK CITY, IA 50226 -2009	0.204	
KADING PROPERTIES LLC	7008 MADISON AVE. URBANDALE, IA 50322-2629	0.309	
LOGAN WOLFE	509 LINCOLN ST POLK CITY, IA 50226-2025	0.230	
JASON ASKVIG	513 LINCOLN ST POLK CITY, IA 50226-2025	0.181	
3100 LLC - SERIES 75	PO BOX 66 POLK CITY, IA 50226 -0066	0.404	
ROBERT P SWEENY	508 LINCOLN ST POLK CITY, IA 50226-2025	0.178	
LOLA PERRY	512 LINCOLN ST POLK CITY, IA 50226-2025	0.013	
3100 LLC - SERIES 77	PO BOX 66 POLK CITY, IA 50226 -0066	0.099	
DENNIS C GODFREY	509 ADAMS ST POLK CITY, IA 50226-2025	0.016	

ASHLEY M HUEBERT	304 TYLER ST. POLK CITY, IA 50226 -1025	0.203	
ASHLEY M HUEBERT	304 TYLER ST. POLK CITY, IA 50226 -1025	0.048	
FIRST CHOICE RENOVATIONS LLC	PO BOX 483 POLK CITY, IA 50226 -0483	0.207	
CORY R IRWIN	312 TYLER ST. POLK CITY, IA 50226 -1025	0.207	
DENISE M OLSON	402 TYLER ST. POLK CITY, IA 50226 -1025	0.207	
CAITLIN D HUTCHINS	406 TYLER ST. POLK CITY, IA 50226 -1025	0.207	
THOMAS P TULLY	410 TYLER ST. POLK CITY, IA 50226 -1025	0.207	
LORI L KIBBY	414 TYLER ST. POLK CITY, IA 50226 -1025	0.207	
JANET M HROMATKO	418 TYLER ST. POLK CITY, IA 50226 -1025	0.207	
LEAH G CROCKER	810 W. WASHINGTON AVE. POLK CITY, IA 50226 -2007	0.494	
3100 LLC - SERIES 11	PO BOX 66 POLK CITY, IA 50226 -0066	0.094	
EDWARD P LOZINSKI	401 TYLER ST. POLK CITY, IA 50226 -1108	0.197	
LAWRENCE E BAILIFF JR	405 TYLER ST. POLK CITY, IA 50226 -1108	0.111	
ALEX D STAUMANIS	409 TYLER ST. POLK CITY, IA 50226 -1108	0.111	
JOE M BUTLER	413 TYLER ST. POLK CITY, IA 50226 -1108	0.111	
KATHLEEN M LEPAGE	417 TYLER ST. POLK CITY, IA 50226 -1108	0.111	
JAMES C MOON	421 TYLER ST. POLK CITY, IA 50226 -1108	0.121	
AARON E BREES	425 TYLER ST. POLK CITY, IA 50226 -1108	0.145	
ROGER K BURT	807 W. WASHINGTON AVE. POLK CITY, IA 50226 -2131	0.100	<i>Marion Burt</i>
BEVERLY J BYRNES	813 W. WASHINGTON AVE. POLK CITY, IA 50226 -2131	1.038	<i>Roger Burt</i>
JAYNA S MC GUIRE	505 ROOSEVELT ST. POLK CITY, IA 50226 -2009	0.313	
MARILYN K PORTER	509 ROOSEVELT ST. POLK CITY, IA 50226 -2009	0.248	
BRITNEY A LEE	513 ROOSEVELT ST. POLK CITY, IA 50226 -2009	0.214	
JACOB N O'STEEN	504 ROOSEVELT ST. POLK CITY, IA 50226 -2009	0.327	
JOKAYLA MORRIS	508 ROOSEVELT ST. POLK CITY, IA 50226 -2009	0.248	<i>Polley Morris</i>
GAIL A BAUMAN	512 ROOSEVELT ST. POLK CITY, IA 50226 -2009	0.204	<i>Steve Bauman</i>
KADING PROPERTIES LLC	7008 MADISON AVE. URBANDALE, IA 50322-2629	0.309	<i>Logan Wolfe</i>
LOGAN WOLFE	509 LINCOLN ST POLK CITY, IA 50226-2025	0.230	<i>Logan Wolfe</i>
JASON ASKVIG	513 LINCOLN ST POLK CITY, IA 50226-2025	0.181	
3100 LLC - SERIES 75	PO BOX 66 POLK CITY, IA 50226 -0066	0.404	
ROBERT P SWEENEY	508 LINCOLN ST POLK CITY, IA 50226-2025	0.178	
LOLA PERRY	512 LINCOLN ST POLK CITY, IA 50226-2025	0.013	
3100 LLC - SERIES 77	PO BOX 66 POLK CITY, IA 50226 -0066	0.099	
DENNIS C GODFREY	509 ADAMS ST POLK CITY, IA 50226-2025	0.016	

ASHLEY M HUEBERT	304 TYLER ST. POLK CITY, IA 50226 -1025	0.203	
ASHLEY M HUEBERT	304 TYLER ST. POLK CITY, IA 50226 -1025	0.048	
FIRST CHOICE RENOVATIONS LLC	PO BOX 483 POLK CITY, IA 50226 -0483	0.207	
CORY R IRWIN	312 TYLER ST. POLK CITY, IA 50226 -1025	0.207	
DENISE M OLSON	402 TYLER ST. POLK CITY, IA 50226 -1025	0.207	
CAITLIN D HUTCHINS	406 TYLER ST. POLK CITY, IA 50226 -1025	0.207	
THOMAS P TULLY	410 TYLER ST. POLK CITY, IA 50226 -1025	0.207	
LORI L KIBBY	414 TYLER ST. POLK CITY, IA 50226 -1025	0.207	
JANET M HROMATKO	418 TYLER ST. POLK CITY, IA 50226 -1025	0.207	
LEAH G CROCKER	810 W. WASHINGTON AVE. POLK CITY, IA 50226 -2007	0.494	
3100 LLC - SERIES 11	PO BOX 66 POLK CITY, IA 50226 -0066	0.094	
EDWARD P LOZINSKI	401 TYLER ST. POLK CITY, IA 50226 -1108	0.197	
LAWRENCE E BAILIFF JR	405 TYLER ST. POLK CITY, IA 50226 -1108	0.111	
ALEX D STAUMANIS	409 TYLER ST. POLK CITY, IA 50226 -1108	0.111	
JOE M BUTLER	413 TYLER ST. POLK CITY, IA 50226 -1108	0.111	
KATHLEEN M LEPAGE	417 TYLER ST. POLK CITY, IA 50226 -1108	0.111	
JAMES C MOON	421 TYLER ST. POLK CITY, IA 50226 -1108	0.121	
AARON E BREES	425 TYLER ST. POLK CITY, IA 50226 -1108	0.145	
ROGER K BURT	807 W. WASHINGTON AVE. POLK CITY, IA 50226 -2131	0.100	
BEVERLY J BYRNES <i>Tom</i>	813 W. WASHINGTON AVE. POLK CITY, IA 50226 -2131	1.038	<i>Tom Byrnes</i>
JAYNA S MC GUIRE	505 ROOSEVELT ST. POLK CITY, IA 50226 -2009	0.313	
MARILYN K PORTER	509 ROOSEVELT ST. POLK CITY, IA 50226 -2009	0.248	
BRITNEY A LEE	513 ROOSEVELT ST. POLK CITY, IA 50226 -2009	0.214	
JACOB N O'STEEN	504 ROOSEVELT ST. POLK CITY, IA 50226 -2009	0.327	
JOKAYLA MORRIS	508 ROOSEVELT ST. POLK CITY, IA 50226 -2009	0.248	
GAIL A BAUMAN	512 ROOSEVELT ST. POLK CITY, IA 50226 -2009	0.204	
KADING PROPERTIES LLC	7008 MADISON AVE. URBANDALE, IA 50322-2629	0.309	
LOGAN WOLFE	509 LINCOLN ST POLK CITY, IA 50226-2025	0.230	
JASON ASKVIG	513 LINCOLN ST POLK CITY, IA 50226-2025	0.181	
3100 LLC - SERIES 75	PO BOX 66 POLK CITY, IA 50226 -0066	0.404	
ROBERT P SWEENEY	508 LINCOLN ST POLK CITY, IA 50226-2025	0.178	
LOLA PERRY	512 LINCOLN ST POLK CITY, IA 50226-2025	0.013	
3100 LLC - SERIES 77	PO BOX 66 POLK CITY, IA 50226 -0066	0.099	
DENNIS C GODFREY	509 ADAMS ST POLK CITY, IA 50226-2025	0.016	

CONSENT TABLE
(Percentage of Buffer Area Owners Consenting to Proposed Rezoning, by area)

Property Owner Name	Parcel Area within 250' Buffer (Acres)	% of Total 250' Buffer Area (%)	Consenting % Only (%)
JOSEPH H LENNON	0.263	2.01	
JAMES P CONLEY JR	0.256	1.95	
RANDALL W GIBSON	0.262	2.00	
RANDALL W GIBSON	0.095	0.72	
LOUISE E BROWN	0.095	0.72	
CORY S BROWN	0.257	1.96	
ANTHONY O CAPALDO	0.190	1.45	
ANTHONY O CAPALDO	0.257	1.96	
SCOTT E CONWAY	0.189	1.45	
SCOTT E CONWAY	0.257	1.97	
MBLP LLC	0.186	1.42	
MBLP LLC	0.257	1.96	
DAN GOLBUFF	0.167	1.28	
DAN GOLBUFF	0.257	1.96	
AARON M JOHNSON	0.021	0.16	
AARON M JOHNSON	0.218	1.66	
RICHARD C SCHMITT	0.018	0.14	
RICHARD C SCHMITT	0.239	1.82	
LINDA PROPSTEIN	0.281	2.15	
NORMA J BIEGGER	0.299	2.28	
DEREK W KRITSCH	0.303	2.31	
CAROLYN T HAGER	0.280	2.14	
JUANITA MOORE	0.425	3.24	
COLE B SMITH	0.300	2.29	
GARY L CORY	0.012	0.09	
KYLE BOWLING	0.063	0.48	
DALE W HIGHT	0.067	0.51	
C ALEB GRULKE	0.096	0.73	<i>Cole Grulke</i>
JENNIFER L WILLIAMS	0.173	1.32	
ASHLEY M HUEBERT	0.203	1.55	
ASHLEY M HUEBERT	0.048	0.36	

FIRST CHOICE RENOVATIONS LLC	0.207	1.58	
CORY R IRWIN	0.207	1.58	Cory Dwyer
DENISE M OLSON	0.207	1.58	
CAITLIN D HUTCHINS	0.207	1.58	
THOMAS P TULLY	0.207	1.58	
LORI L KIBBY	0.207	1.58	
JANET M HROMATKO	0.207	1.58	
LEAH G CROCKER	0.494	3.77	
3100 LLC - SERIES 11	0.694	0.72	
EDWARD P LOZINSKI	0.197	1.50	
LAWRENCE E BAILIFF JR	0.111	0.85	
ALEX D STAUMANIS	0.111	0.85	
JOE M BUTLER	0.111	0.85	
KATHLEEN M LEPAGE	0.111	0.85	
JAMES C MOON	0.121	0.92	
AARON E BRES	0.145	1.11	
ROGER K BURT	0.100	0.76	
BEVERLY J BYRNES	1.038	7.93	
JAYNA S MC GUIRE	0.313	2.39	
MARILYN K PORTER	0.248	1.89	
BRITNEY A LEE	0.214	1.63	
JACOB N O'STEEN	0.327	2.49	
JOKAYLA MORRIS	0.248	1.89	
GAIL A BAUMAN	0.204	1.56	
KADING PROPERTIES LLC	0.309	2.36	
LOGAN WOLFE	0.230	1.75	
JASON ASKVIG	0.181	1.38	
3100 LLC - SERIES 75	0.404	3.08	
ROBERT P SWEENEY	0.178	1.36	
LOLA PERRY	0.013	0.10	
3100 LLC - SERIES 77	0.099	0.75	
DENNIS C GODFREY	0.016	0.12	
TOTALS	13.10 Acres	100.00%	%

*Must have at least 50% Consent for Proposed Rezoning.

Kyle Hout

From: Kyle Hout <kylehout@gmail.com>
Sent: Tuesday, September 5, 2023 4:12 PM
To: Kyle Hout
Subject: Fwd: On With Life

----- Forwarded message -----
From: Jean Shelton <jean.shelton@onwithlife.org>
Date: Tue, Sep 5, 2023 at 4:09 PM
Subject: On With Life
To: kylehout@gmail.com <kylehout@gmail.com>

Thank you so much for your assistance today. Please sign and return the attached.

I, Kyle Hout / First Choice Realty as a neighboring land-owner located at
(name)
608 Adams, Polk City, IA consent to On With
(address)

Life's request for rezoning their property, which is currently zoned as residential, to be correctly zoned as
R-3 Multiple-Family Residential District.

[Signature]
(signature)

9/5/23
(date)


Looking forward to being a great neighbor!

Jean
Jean Shelton, PhD, MBA, FACHE
She/her/hers
CEO
715 SW Ankeny Road | Ankeny, Iowa 50023
Office: (515) 289-9613 | Fax: (515) 965-1186



The undersigned owners of property lying outside of said above described tract, but within two hundred and fifty (250) feet of the boundaries thereof, intervening streets and alleys not included in computation of said distance, join in this petition for the purposes of having the above described real estate rezoned from R-1 Single Family Detached Residential District to R-3 Multiple-Family Residential District.

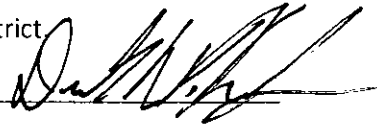
**PROPERTY OWNERS WITHIN THE 250' BUFFER
CONSENTING TO THE PROPOSED REZONING**

Property Owner Name	Address	Parcel Acreage (within buffer)	Signature
① JOSEPH H LENNON	425 HILLCREST DR. POLK CITY, IA 50226 -1023	0.263	
JAMES P CONLEY JR	1205 W. WASHINGTON AVE. POLK CITY, IA 50226 -2115	0.256	
RANDALL W GIBSON	1201 W. WASHINGTON AVE. POLK CITY, IA 50226 -2115	0.262	
RANDALL W GIBSON	1201 W. WASHINGTON AVE. POLK CITY, IA 50226 -2115	0.095	
⑤ LOUISE E BROWN	421 HILLCREST DR. POLK CITY, IA 50226 -1023	0.095	
⑥ CORY S BROWN	421 HILLCREST DR. POLK CITY, IA 50226 -1023	0.257	
ANTHONY O CAPALDO	417 HILLCREST DR. POLK CITY, IA 50226 -1023	0.190	
ANTHONY O CAPALDO	417 HILLCREST DR. POLK CITY, IA 50226 -1023	0.257	
SCOTT E CONWAY	413 HILLCREST DR. POLK CITY, IA 50226 -1023	0.189	
SCOTT E CONWAY	413 HILLCREST DR. POLK CITY, IA 50226 -1023	0.257	
MBLP LLC	821 W. TRACE DR. POLK CITY, IA 50226 -1246	0.186	
MBLP LLC	821 W. TRACE DR. POLK CITY, IA 50226 -1246	0.257	
⑬ DAN GOLBUFF	405 HILLCREST DR. POLK CITY, IA 50226 -1023	0.167	
⑭ DAN GOLBUFF	405 HILLCREST DR. POLK CITY, IA 50226 -1023	0.257	
⑮ AARON M JOHNSON	1220 BEL AIRE RD. POLK CITY, IA 50226 -1021	0.021	
⑯ AARON M JOHNSON	1220 BEL AIRE RD. POLK CITY, IA 50226 -1021	0.218	
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⑱ RICHARD C SCHMITT	1216 BEL AIRE RD. POLK CITY, IA 50226 -1021	0.239	
LINDA PROPSTEIN	1212 BEL AIRE RD. POLK CITY, IA 50226 -1021	0.281	
NORMA J BIEGGER	1208 BEL AIRE RD. POLK CITY, IA 50226 -1021	0.299	
⑲ DEREK W KRITSCH	1204 BEL AIRE RD. POLK CITY, IA 50226 -1021	0.303	
CAROLYN T HAGER	PO BOX 51 POLK CITY, IA 50226 -0051	0.280	
⑳ JUANITA MOORE	317 OAKLYN DR. POLK CITY, IA 50226 -1024	0.425	
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㉓ KYLE BOWLING	1209 BEL AIRE RD. POLK CITY, IA 50226 -1021	0.063	
㉔ DALE W HIGHT	1205 BEL AIRE RD. POLK CITY, IA 50226 -1021	0.067	
CALEB GRULKE	1201 BEL AIRE RD. POLK CITY, IA 50226 -1021	0.096	
JENNIFER L WILLIAMS	309 OAKLYN DR. POLK CITY, IA 50226 -1024	0.173	

I, Derek + Kathryn Kirtsch as a neighboring land-owner located at
(name)
1204 Bel Aire Rd; Polk City consent to On With
(address)

Life's request for rezoning their property, which is currently zoned as residential, to be correctly zoned as

R-3 Multiple-Family Residential District

Kathryn Kirtsch  9/11/23
(signature) (date)

RESOLUTION NO. 2023-112

A RESOLUTION SETTING A PUBLIC HEARING ON THE PROPOSED REZONING OF THE ON WITH LIFE, INC. PROPERTY LOCATED AT 1002 W, WASHINGTON STREET FROM R-1 SINGLE FAMILY DETACHED RESIDENTIAL DISTRICT TO R-3 (RESTRICTED) MULTIPLE-FAMILY RESIDENTIAL DISTRICT

BE IT RESOLVED, that the City Council of the City of Polk City, Iowa, hereby orders a public hearing and notice thereof to be held October 9, 2023 at 6:00 p.m. at the City Hall Council Chambers in Polk City, Iowa, on the proposal to rezone property located at 1002 W Washington Street and legally described as follows:

PROPOSED R-3 (RESTRICTED) MULTIPLE-FAMILY RESIDENTIAL WITH RESTRICTIONS LIMITING USES TO NURSING HOMES, ASSISTED CARE FACILITIES, INDEPENDENT CARE FACILITIES AND GROUP HOMES:

THAT PART OF THE EAST 419 FEET OF LOT 14 IN THE OFFICIAL PLAT OF THE NORTH ½ OF SECTION 2, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5TH P.M. CITY OF POLK CITY, POLK COUNTY, IOWA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 14, THAT IS 30.0 FEET NORTH OF THE SOUTHEAST CORNER THEREOF, SAID POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF NORTHWEST 114TH AVENUE, AS IT NOW EXISTS; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST (ASSUMED FOR THE PURPOSES OF THE DESCRIPTION ONLY) ALONG SAID NORTH RIGHT-OF-WAY LINE, 389.11 FEET; THENCE NORTH 00 DEGREES 19 MINUTES WEST 387.00 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 20 SECONDS EAST 376.88 FEET TO A POINT ON SAID EAST LINE OF LOT 14; THENCEH SOUTH 02 DEGREES 07 MINUTES 13 SECONDS EAST, ALONG SAID EAST LINE, 388.43 FEET TO THE POINT OF BEGINNING, POLK COUNTY, IOWA, INCLUDING THE ADJACENT HALF RIGHT-OF-WAY.

AND

THE EAST 419 FEET OF LOT FOURTEEN (14) IN THE OFFICIAL PLAT OF THE NORTH HALF OF SECTION 2, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5TH P.M., NOW INCLUDED IN AND FORMING A PART OF THE CITY OF POLK CITY, POLK COUNTY, IOWA, EXCEPT BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 14 THAT IS 30 FEE NORTH OF THE SOUTHEAST CORNER THEREOF, SAID POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF NW 114TH AVENUE AS IT NOW EXISTS; THENCE NORTH 90°00'00" WEST (ASSUMED FOR THE PURPOSE OF THIS DESCRIPTION ONLY) ALONG SAID NORTH RIGHT-OF-WAY LINE, 389.11 FEET; THENCE NORTH 00°19'00" WEST 387 FEET; THENCE NORTH 89°49'20" EAST, 376.88 FEET TO A POINT ON THE EAST LINE OF LOT 14; THENCE SOUTH 02°07'13" EAST, ALONG SAID EAST LINE, 388.43 FEET TO THE POINT OF BEGINNING, INCLUDING THE ADJACENT HALF RIGHT-OF-WAY.

The Clerk shall publish notice of such hearing at the time and in the manner required by law.

Passed and approved this 25 day of September 2023.

Steve Karsjen, Mayor

ATTEST:

Jenny Coffin, City Clerk

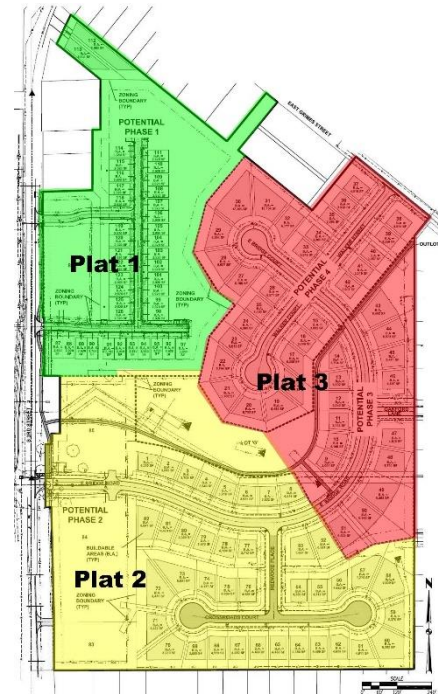
FINAL PLAT REVIEW

Date: September 21, 2023
 Project: Crossroads at the Lakes Plat 3

Prepared by: Kathleen Connor
 Travis Thornburgh, PE
 Project No.: 122.0914.01

GENERAL INFORMATION:

Applicant: Kimberley Development Corp.
 Request: Approval of Final Plat for Plat 3
 Location: Northeast of Crossroads at the Lakes Plat 2
 Size: 17.86 Acres
 Zoning: P.U.D. (Crossroads at the Lakes P.U.D. Master Plan)
 Land use: Existing - Agricultural/Vacant
 Proposed – 43 SF homes,
 2 lots for park/trail
 3 lots for ROW



BACKGROUND & DESCRIPTION:

The subject parcel (highlighted in red above) was rezoned to Planned Unit Development which includes requirements set forth in the Crossroads at the Lakes P.U.D. Master Plan approved on March 13, 2017, and then amended on November 13, 2017. The overall Preliminary Plat for Crossroads on the Lakes was originally approved on April 24, 2017. Plat 3 represents the final phase of development of the Crossroads on the Lakes subdivision and includes lots for 43 new single-family homes.

The public improvements include the extension of E. Bridge Road, E. Bridge Circle, Oakford Lane, Walker Street, and Walker Circle and the associated water main, sanitary sewer, storm sewer and services. The improvements also include completion of construction of the detention basins in the park area and the smaller basin on Lots 41-43.

The parkland dedication for this plat is in accordance with the approved Preliminary Plat and includes three lots that have been graded to accommodate a future trail to be constructed by the City of Polk City that will run from the existing trail along S. 3rd Street to the existing trail in Deer Haven. The total land dedication of 2.41 acres is less than that required for the townhome lots in Plat 1 and the single-family lots in Plats 2 and 3. The developer will be responsible for paying a fee equal to the fair market value of the 0.074-acre shortfall prior to Council action on the Final Plat.

The obligations set forth in the Development Agreement, which terminated June 1, 2022, related to paving of the recreational trail along S. 3rd Street have been satisfied.

In 2016, at the time of the PUD Master Plan approval, Kimberley Development asked the City to vacate Whispering Pine Avenue in order to eliminate their requirement to connect to that street with this plat, thus reducing cost and increasing the number of lots. The City approved a waiver of the street connection requirement, including vacation of Whispering Pine Avenue, with the right-of-way being vacated to abutting property owners. Tim Rhoads, the property owner on the north side of Whispering Pine Ave., attended the April 28, 2016 P&Z meeting and stated both he and Mr. Brocker, the abutting property owner on the south, were in agreement with the vacation. A public hearing will need to be held prior to Council approval of the vacation. In addition, the City will need to record an Overland Flowage Easement prior to Council action on the vacation.

At this time, the developer requests approval of the Final Plat in order to begin selling lots. The public improvements will need to be completed prior to this Final Plat being placed on the Council agenda.

FINAL PLAT REVIEW COMMENTS:

A. Final Plat.

Submittal #3 addresses all of staff's review comments.

B. Legal Documents. The following documents shall be approval by the City Attorney, and revised, if necessary, prior to Council action. These documents include:

1. *Easement documents* have been provided for all public and private easements shown on the Final Plat, with two of these easements needing to be updated with the revised legal descriptions:
 - a. Overland Flowage Easement
 - b. Public Storm Sewer Easement
 - c. Public Sanitary Sewer Easement
 - d. Private Detention Easement
 - e. Public Utility Easement

Note: The following Easement documents are required in conjunction with the vacation of Whispering Pine Avenue, the status of each is listed below:

- f. Public Ingress-Egress Easement - approved and recorded
 - g. Public Storm Sewer Easement – approved and recorded
 - h. Public Water Main Easement – approved and recorded
 - i. Public Utility Easements (2) – both approved and recorded
 - j. Overland Flowage Easement – City shall approve and record prior to vacation
2. *Sidewalk Performance Bond* covering the developer's responsibility to pave the remaining 4,269 LF of sidewalks that are not paved within 4-years following Final Plat approval. This Sidewalk Bond has been provided in the amount of \$19,211, representing 15% of the cost of paving these sidewalks.
3. *Protective Covenants* and *Homeowners Association* documents have been provided to City Hall so they are available for future reference.

4. *Platting legal documents* have been provided including Title Opinion, Consent to Plat, and Certificate of Treasurer.
5. *A Warrantee Deeds* have been provided for dedication of Lot A, B and C (Street) and of Lot D and E (Park).
6. *Parkland Dedication Fee* for the additional 0.074-acres of park land required to fulfill the total requirement for Crossroads at the Lakes Plats 1, 2, and 3. This fee will be in the amount of \$2,331.00 based on a fair market value of \$25,000 per acre and must be paid prior to the Final Plat being placed on the Council agenda.
7. *Contract for Streetlights and Electrical Distribution System* The developer has provided a copy of their contract with MidAmerican Energy for this work.
8. *Contract for Cluster Mailbox installation* The developer has submitted a letter agreeing to be responsible for the installation of the CBU's.
9. *Engineer's Exhibit.* The developer shall be responsible for recording the Engineer's Exhibit along with the Final Plat and associated legal documents.

C. **Public Improvements Construction.** Construction of the public improvements is substantially complete and a walk thru was held on August 4, 2023 and last updated on September 7, 2023. All outstanding punchlist items have been addressed.

In addition to completion of the punchlist and a recommendation for acceptance by the Polk City Public Works Department, the following items are required prior to Council's acceptance of the public improvements:

1. *Four-year Maintenance bonds.* Alliance Construction Group, LLC has provided a bond in the amount of \$450,766.50 for paving within Plat 3. The Underground Company, Ltd. has provided a bond in the amount of \$883,912.00 for sanitary sewer, water main, and storm sewer installation associated with Plat 3. The City Clerk will retain the original bonds in her files.
2. *Service locates.* The contractor will need to provide a Service Locates Table showing the location of the water, sump, and sanitary sewer service stubs extended to each lot.
3. *As-built Record Drawings.* As-built Record Drawings have been provided and reviewed by the City Engineer.
4. *Engineer's Certification.* The developer's engineer has provided a certified letter confirming the completed construction is in conformance with the approved Storm Water Management Plan.
5. *Surveyor's Certification.* The developer's surveyor has provided a letter certifying that all property corners have been set.

RECOMMENDATION:

Staff recommends Council approval of the Final Plat for Crossroads at the Lakes Plat 3 subject to the following:

1. Payment of the required Parkland Dedication Fee, in the amount of \$2,331.00 based on a fair market value of \$25,000 per acre.
2. The developer shall be responsible for recording the Engineering Exhibit along with the Final Plat, warrantee deed, easements and other legal documents as required by code.
3. Payment in full of all fees, including the park land dedication fee and professional billings, to the City of Polk City.

CROSSROADS AT THE LAKES PLAT 3

FINAL PLAT

INDEX LEGEND

LOCATION: PT. LOT 2 O.P. NW FRL1/4 & N1/2 SW1/4 SEC 1-80-25
PT. DES MOINES CO'S ADDITION TO POLK CITY IOWA
PT. N1/2 SW1/4 SW1/4 SEC 1-80-25
POLK CITY, POLK COUNTY, IOWA

REQUESTOR: KIMBERLEY DEVELOPMENT CORPORATION

PROPRIETOR: KIMBERLEY DEVELOPMENT CORPORATION
2785 N. ANKENY BLVD.
ANKENY, IA 50023

SURVEYOR: LOUIS M. KELEHAN

COMPANY: CIVIL DESIGN ADVANTAGE

PREPARED BY & RETURN TO: CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
PH: 515-369-4400

OWNER / DEVELOPER

KIMBERLEY DEVELOPMENT CORPORATION
CONTACT: JENNA KIMBERLEY
2785 N. ANKENY BLVD.
ANKENY, IA 50023
PH: (515) 963-8335

ENGINEER / SURVEYOR

CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322

ZONING

CROSSROADS AT THE LAKES P.U.D

BULK REGULATIONS

MINIMUM LOT AREA = 8,000 SF
MINIMUM LOT WIDTH = 65 FT
SETBACKS:
FRONT YARD = 30 FT
REAR YARD = 35 FT
SIDE YARD = 7 FT

DATE OF SURVEY

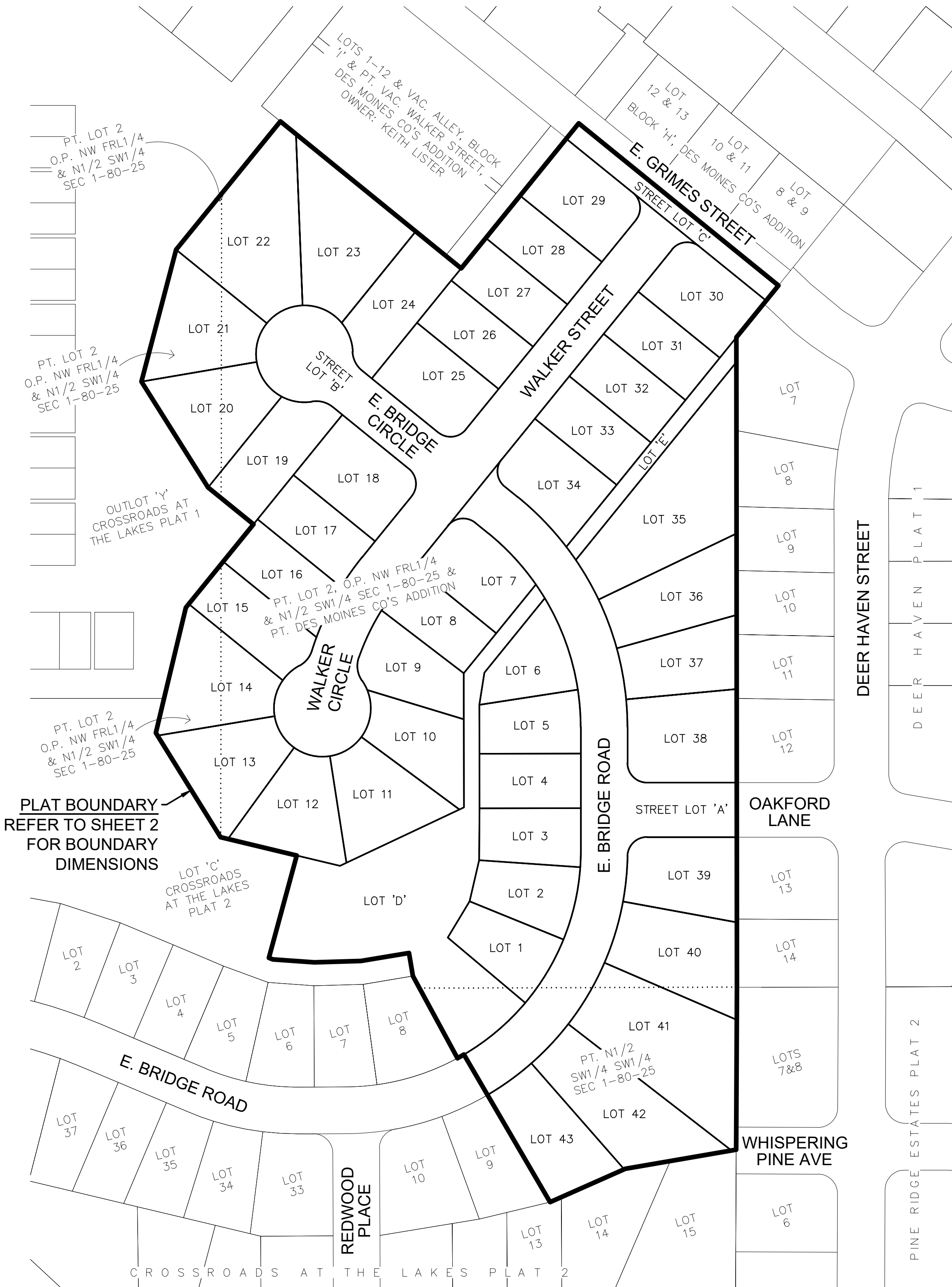
FIELDWORK: SEPTEMBER, 2019

NOTES

- ANY SET MONUMENTATION SHOWN ON THIS PLAT WILL BE COMPLETED WITHIN ONE YEAR FROM THE DATE THIS PLAT WAS RECORDED OR PRIOR TO CITY COUNCIL ACCEPTANCE OF THE PUBLIC IMPROVEMENTS, WHICHEVER COMES FIRST.
- LOTS MAY BE SUBJECT TO MINIMUM PROTECTION ELEVATIONS AND OTHER ELEVATION RESTRICTIONS NOT SHOWN ON THIS PLAT. REFER TO THE RECORDED ENGINEERING EXHIBIT FOR ANY ELEVATION RESTRICTIONS.
- NO LOTS WITHIN CROSSROADS AT THE LAKES PLAT 3 SHALL BE PERMITTED TO HAVE AN INDIVIDUAL MAILBOX.
- THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL EMBANKMENTS INCLUDING REPAIR OF ANY DAMAGE DUE TO EROSION WITHIN ALL OVERLAND FLOWAGE EASEMENTS OR REAR YARDS.
- THE CITY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO REMOVE DRAINAGE OBSTRUCTIONS FROM THE OVERLAND FLOWAGE EASEMENT AREAS.
- LOTS 1-43 SHALL NOT BE PERMITTED MORE THAN ONE DRIVEWAY.
- STREET LOTS 'A', 'B' AND 'C' TO BE DEEDED TO THE CITY OF POLK CITY AND SHALL BE USED AS PUBLIC STREET RIGHT-OF-WAY.
- LOT 'D' AND LOT 'E' SHALL BE DEEDED TO THE CITY OF POLK CITY FOR A RECREATIONAL TRAIL, PARK AREA AND DETENTION FACILITIES.
- IN ANY AREA WHERE A PUBLIC UTILITY EASEMENT (PUE) OVERLAPS, OR IS COINCIDENT WITH, A DESIGNATED UTILITY EASEMENT FOR SANITARY SEWER, WATER MAIN OR STORM SEWER, THE USE OF THE PUE IS SUBORDINATE TO THE USE OF THE DESIGNATED EASEMENT FOR SANITARY SEWER, WATER MAIN OR STORM SEWER PURPOSES. UTILITIES LOCATED IN THE PUE THAT ARE IN CONFLICT WITH THE USE OF A DESIGNATED EASEMENT FOR SANITARY SEWER, WATER MAIN OR STORM SEWER PURPOSES MUST RELOCATE WITHOUT EXPENSE TO THE OWNER OF THE SANITARY SEWER, WATER MAIN OR STORM SEWER. THE USE OF THE PUE IS SUBORDINATE IN PERPETUITY INCLUDING ANY FUTURE USE OF THE EASEMENT DESIGNATED FOR SANITARY SEWER, WATER MAIN OR STORM SEWER PURPOSES.

LEGEND

	FOUND	SET
SECTION CORNER AS NOTED	▲	△
1/2" REBAR, YELLOW PLASTIC CAP#18660 (UNLESS OTHERWISE NOTED)	●	○
MEASURED BEARING & DISTANCE	M	
RECORDED BEARING & DISTANCE	R	
DEEDED BEARING & DISTANCE	D	
PUBLIC UTILITY EASEMENT	P.U.E.	
CURVE ARC LENGTH	AL	
LOT ADDRESS	(1234)	
CENTERLINE	---	
SECTION LINE	---	
EASEMENT LINE	---	
BUILDING SETBACK LINE	---	
PLAT BOUNDARY	---	



PLAT DESCRIPTION

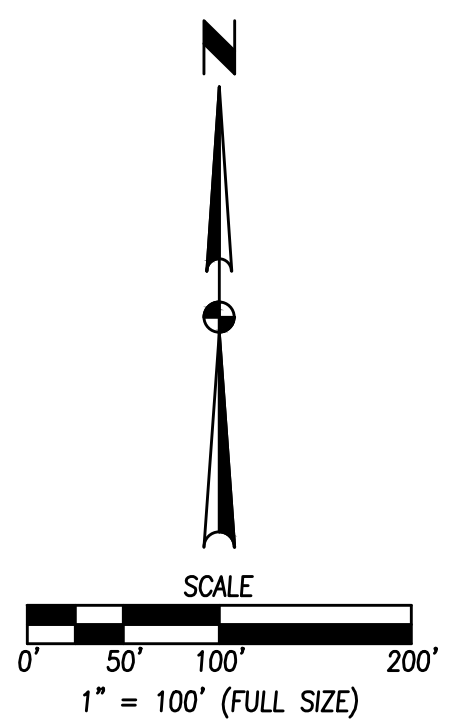
A PART OF LOT 2 OF THE 'OFFICIAL PLAT OF THE NORTHWEST FRACTIONAL QUARTER AND THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 1 TOWN 80-RANGE 25', AN OFFICIAL PLAT; AND A PART OF 'DES MOINES CO'S ADDITION TO POLK CITY IOWA', AN OFFICIAL PLAT, INCLUDING ALL OF BLOCK 'J' OF SAID PLAT; AND A PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN; ALL BEING IN THE CITY OF POLK CITY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF CROSSROADS AT THE LAKES PLAT 2, AN OFFICIAL PLAT IN SAID CITY OF POLK CITY; THENCE SOUTH 80°14'47" WEST ALONG THE NORTHERLY LINE OF SAID CROSSROADS AT THE LAKES PLAT 2, A DISTANCE OF 144.34 FEET; THENCE SOUTH 66°04'20" WEST CONTINUING ALONG SAID NORTHERLY LINE, 105.54 FEET; THENCE NORTH 30°18'59" WEST CONTINUING ALONG SAID NORTHERLY LINE, 219.13 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID NORTHERLY LINE AND A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 303.00 FEET, WHOSE ARC LENGTH IS 9.37 FEET AND WHOSE CHORD BEARS SOUTH 60°34'10" WEST, 9.37 FEET; THENCE NORTH 28°32'41" WEST CONTINUING ALONG SAID NORTHERLY LINE, 120.00 FEET; THENCE NORTH 09°27'12" WEST CONTINUING ALONG SAID NORTHERLY LINE, 30.00 FEET; THENCE SOUTH 80°32'48" WEST CONTINUING ALONG SAID NORTHERLY LINE, 62.56 FEET; THENCE SOUTH 88°22'57" WEST CONTINUING ALONG SAID NORTHERLY LINE, 59.81 FEET; THENCE NORTH 86°01'08" WEST CONTINUING ALONG SAID NORTHERLY LINE, 53.08 FEET; THENCE NORTH 69°42'43" WEST CONTINUING ALONG SAID NORTHERLY LINE, 5.64 FEET; THENCE NORTH 15°11'54" EAST CONTINUING ALONG SAID NORTHERLY LINE, 136.09 FEET; THENCE NORTH 76°31'56" WEST CONTINUING ALONG SAID NORTHERLY LINE, 100.48 FEET; THENCE NORTH 31°48'39" WEST CONTINUING ALONG SAID NORTHERLY LINE, 157.50 FEET; THENCE NORTH 13°28'31" EAST CONTINUING ALONG SAID NORTHERLY LINE, 45.37 FEET TO THE SOUTHEAST CORNER OF CROSSROADS AT THE LAKES PLAT 1, AN OFFICIAL PLAT IN SAID CITY OF POLK CITY; THENCE CONTINUING NORTH 13°28'31" EAST ALONG THE EASTERLY LINE OF SAID CROSSROADS AT THE LAKES PLAT 1, A DISTANCE OF 119.82 FEET; THENCE NORTH 39°03'55" EAST CONTINUING ALONG SAID EASTERLY LINE, 137.67 FEET; THENCE NORTH 50°56'05" WEST CONTINUING ALONG SAID EASTERLY LINE, 75.00 FEET; THENCE NORTH 32°09'53" WEST CONTINUING ALONG SAID EASTERLY LINE, 160.33 FEET; THENCE NORTH 14°41'14" EAST CONTINUING ALONG SAID EASTERLY LINE, 174.95 FEET; THENCE NORTH 39°05'25" EAST CONTINUING ALONG SAID EASTERLY LINE, 211.98 FEET TO THE SOUTHWESTERLY LINE OF BLOCK 'I' OF SAID 'DES MOINES CO'S ADDITION TO POLK CITY IOWA'; THENCE SOUTH 50°54'35" EAST ALONG SAID SOUTHWESTERLY LINE AND SOUTHEASTERLY EXTENSION THEREOF, 298.93 FEET TO THE CENTERLINE OF VACATED WALKER STREET; THENCE NORTH 39°03'55" EAST ALONG SAID CENTERLINE, 239.25 FEET TO THE CENTERLINE OF EAST GRIMES STREET; THENCE SOUTH 50°57'12" EAST ALONG SAID CENTERLINE, 330.00 FEET TO THE WESTERLY LINE OF DEER HAVEN PLAT 1, AN OFFICIAL PLAT IN SAID CITY OF POLK CITY; THENCE SOUTH 39°04'41" WEST ALONG SAID WESTERLY LINE, 85.71 FEET; THENCE SOUTH 00°02'48" EAST CONTINUING ALONG SAID WESTERLY LINE, 833.45 FEET TO THE NORTHWEST CORNER OF PINE RIDGE ESTATES PLAT 2, AN OFFICIAL PLAT IN SAID CITY OF POLK CITY; THENCE SOUTH 00°14'08" WEST ALONG THE WESTERLY LINE OF SAID PINE RIDGE ESTATES PLAT 2, A DISTANCE OF 208.25 FEET TO THE POINT OF BEGINNING AND CONTAINING 17.86 ACRES (778,199 SQUARE FEET).

THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

CURVE DATA

CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD	CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	59°43'48"	333.00'	347.15'	N29°49'07"E	331.64'	C36	52°20'58"	62.00'	56.65'	S35°48'23"E	54.70'
C2	50°51'47"	350.00'	310.71'	N25°28'41"W	300.60'	C37	48°43'19"	62.00'	52.72'	S14°43'46"W	51.15'
C3	27°23'40"	333.00'	159.22'	N25°22'05"E	157.70'	C38	48°41'50"	62.00'	52.70'	S63°26'20"W	51.12'
C4	19°32'57"	303.00'	103.38'	N49°54'32"E	102.88'	C39	52°19'28"	62.00'	56.62'	N66°03'01"W	54.67'
C5	18°03'36"	303.00'	95.51'	S31°06'16"W	95.11'	C40	37°26'14"	62.00'	40.51'	N21°10'10"W	39.79'
C6	18°03'36"	303.00'	95.51'	S13°02'41"W	95.11'	C41	48°27'32"	33.00'	27.91'	N26°40'49"W	27.09'
C7	4°03'41"	303.00'	21.48'	S01°59'03"W	21.47'	C42	90°01'30"	25.00'	39.28'	S84°04'40"W	35.36'
C8	8°37'29"	320.00'	48.17'	S04°21'32"E	48.12'	C43	90°01'07"	25.00'	39.28'	S05°56'38"E	35.36'
C9	7°25'04"	303.00'	39.23'	N03°45'20"W	39.20'	C44	89°58'53"	25.00'	39.26'	N84°03'22"E	35.35'
C10	22°28'58"	320.00'	125.57'	S19°54'46"E	124.76'	C45	89°58'30"	25.00'	39.26'	N05°55'20"W	35.35'
C11	16°46'39"	290.00'	84.92'	N20°37'08"W	84.61'	C46	13°23'45"	380.00'	88.84'	N44°12'42"W	88.64'
C12	1°23'06"	320.00'	7.74'	S30°27'42"E	7.74'	C47	3°07'19"	380.00'	20.71'	S35°57'11"E	20.70'
C13	3°45'50"	320.00'	21.02'	N33°02'10"W	21.02'	C48	8°50'04"	380.00'	58.59'	N29°58'30"W	58.53'
C14	15°59'30"	320.00'	89.31'	S42°54'50"E	89.02'	C49	10°04'29"	380.00'	66.82'	N20°31'13"W	66.73'
C15	90°01'30"	25.00'	39.28'	N84°04'40"E	35.36'	C50	38°01'22"	50.00'	33.18'	N16°10'14"W	32.58'
C16	7°05'09"	303.00'	37.47'	N35°31'21"E	37.45'	C51	10°04'29"	380.00'	66.82'	N10°26'45"W	66.73'
C17	12°41'15"	303.00'	67.10'	N25°38'09"E	66.96'	C52	5°21'43"	380.00'	35.56'	N02°43'39"W	35.55'
C18	54°07'42"	33.00'	31.18'	N07°46'19"W	30.03'	C53	89°58'28"	25.00'	39.26'	N45°02'01"W	35.35'
C19	12°40'14"	62.00'	13.71'	N28°30'04"W	13.68'	C54	8°12'45"	25.00'	3.58'	S85°54'53"E	3.58'
C20	58°37'50"	62.00'	63.44'	N07°08'59"E	60.71'	C55	88°49'34"	25.00'	38.76'	N45°33'58"E	34.99'
C21	44°43'16"	62.00'	48.39'	N58°49'32"E	47.17'	C56	9°12'27"	363.00'	58.33'	N05°45'24"E	58.27'
C22	44°43'16"	62.00'	48.39'	S76°27'12"E	47.17'	C57	12°58'52"	363.00'	82.24'	N16°51'04"E	82.07'
C23	44°43'16"	62.00'	48.39'	S31°43'55"E	47.17'	C58	14°26'24"	363.00'	91.49'	N30°33'42"E	91.24'
C24	44°32'14"	62.00'	48.19'	S12°53'50"W	46.99'	C59	10°57'03"	363.00'	69.38'	N43°15'25"E	69.27'
C25	26°33'12"	62.00'	28.73'	S48°26'33"W	28.48'	C60	10°57'03"	363.00'	69.38'	N54°12'29"E	69.27'
C26	44°17'33"	33.00'	25.51'	S39°34'23"W	24.88'						
C27	2°51'49"	363.00'	18.14'	S18°51'31"W	18.14'						
C28	16°26'57"	72.00'	20.67'	N43°55'58"E	20.60'						
C29	7°51'21"	388.00'	53.20'	N17°36'47"E	53.16'						
C30	11°21'44"	363.00'	71.99'	S25°58'18"W	71.87'						
C31	7°24'45"	363.00'	46.96'	S35°21'33"W	46.93'						
C32	89°58'30"	25.00'	39.26'	S05°55'20"E	35.35'						
C33	48°27'32"	33.00'	27.91'	S75°08'21"E	27.09'						
C34	37°23'15"	62.00'	40.46'	S80°40'29"E	39.74'						
C35	30°40'12"	72.00'	38.54'	N75°45'59"W	38.08'						



COMMENT: 2206-432-FINAL PLATING
 PLOTTED BY: LOUIS M. KELEHAN
 DATE: 8/21/2023 10:10 AM

PRELIMINARY

NOT FOR CONSTRUCTION

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.

LOUIS M. KELEHAN, P.L.S.
 LICENSE NUMBER 18660
 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023
 PAGES OR SHEETS COVERED BY THIS SEAL: SHEETS 1 AND 2

CROSSROADS AT THE LAKES PLAT 3

FINAL PLAT

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER: CIVIL DESIGN ADVANTAGE
TECH: POLK CITY, IOWA

REVISIONS	DATE
THIRD SUBMITTAL	08/21/23
SECOND SUBMITTAL	07/14/23
FIRST SUBMITTAL	05/23/23

1 / 2

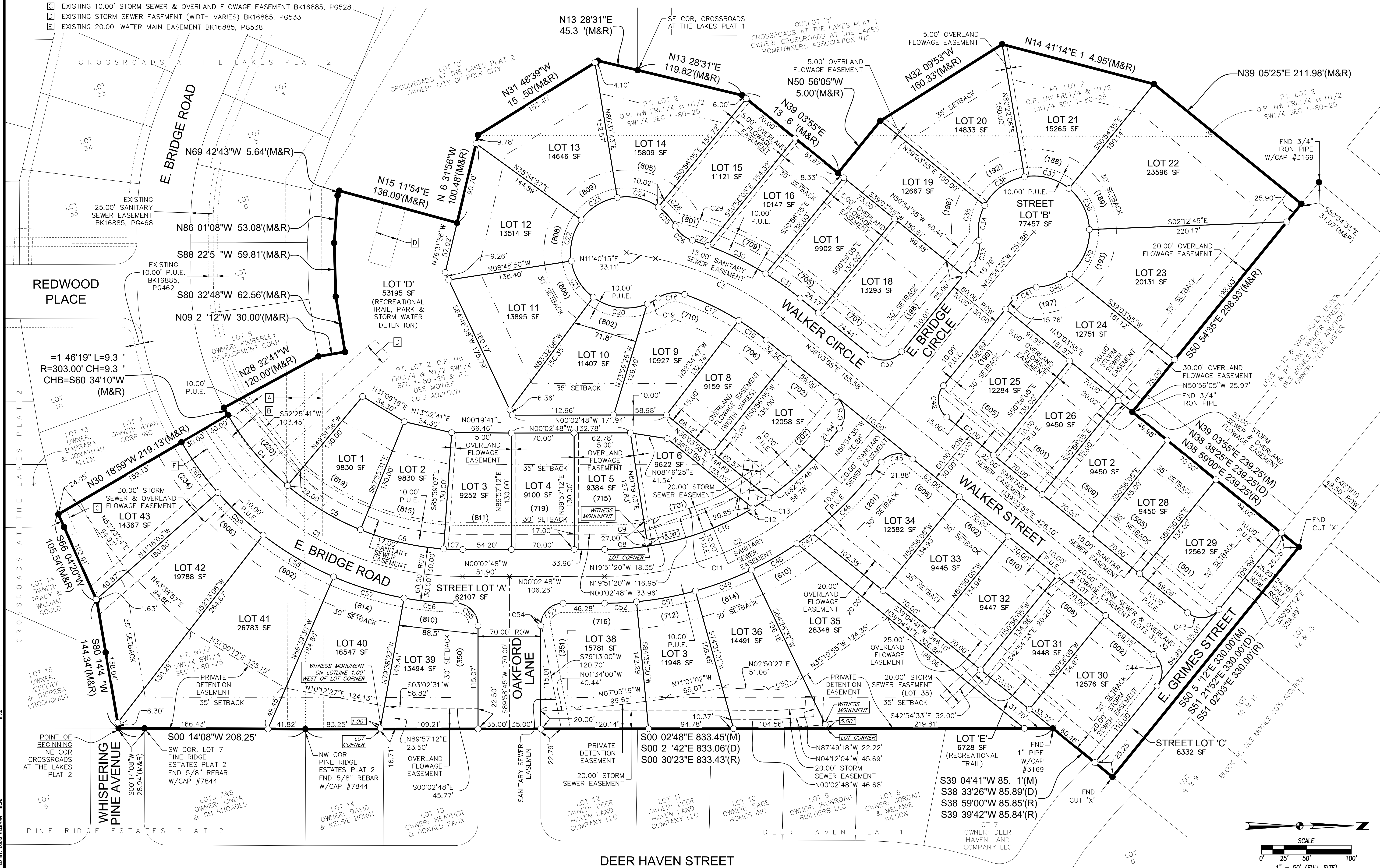
2206.432

CROSSROADS AT THE LAKES PLAT 3

FINAL PLAT

EXISTING EASEMENTS

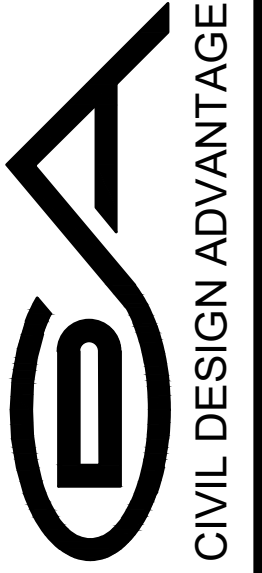
- A EXISTING 40.00' SANITARY SEWER EASEMENT BK6529, PG8
- B EXISTING 30.00' SANITARY SEWER EASEMENT BK16885, PG524
- C EXISTING 10.00' STORM SEWER & OVERLAND FLOWAGE EASEMENT BK16885, PG528
- D EXISTING STORM SEWER EASEMENT (WIDTH VARIES) BK16885, PG533
- E EXISTING 20.00' WATER MAIN EASEMENT BK16885, PG538



COMMENT: 11/20/23 2:08:43Z D:\WA\2206432-FINAL PLATING.DWG
 PLOTTED BY: COUS KEEHAN
 DATE: 8/27/2023 10:10 AM

DATE	REVISIONS
08/27/23 <td></td>	
07/14/23 <td></td>	
05/23/23 <td></td>	

4121 NW URBANDALE DRIVE
 URBANDALE, IA 50322
 PHONE: (515) 369-4400



CIVIL DESIGN ADVANTAGE
 POLK CITY, IOWA

CROSSROADS AT THE LAKES PLAT 3
 FINAL PLAT

2206.432
 ENGINEER: [Signature]
 TECH: [Signature]
 REVIEW: [Signature]

INDEX LEGEND:

LOCATION: PT. LOT 2 O.P. NW FRL1/4 & N1/2 SW1/4 SEC 1-80-25
 PT. DES MOINES CO'S ADDITION TO POLK CITY IOWA
 PT. N1/2 SW1/4 SW1/4 SEC 1-80-25
 POLK CITY, POLK COUNTY, IOWA

REQUESTOR: KIMBERLEY DEVELOPMENT CORPORATION

PROPRIETOR: KIMBERLEY DEVELOPMENT CORPORATION
 2785 N. ANKENY BLVD.
 ANKENY, IA 50023

SURVEYOR: LOUIS M. KELEHAN

COMPANY: CIVIL DESIGN ADVANTAGE

PREPARED BY & RETURN TO: CIVIL DESIGN ADVANTAGE
 4121 NW URBANDALE DRIVE
 URBANDALE, IOWA 50322
 PH: 515-369-4400

CROSSROADS AT THE LAKES PLAT 3

ENGINEER'S EXHIBIT

BENCH MARKS:

STORM MANHOLE ON SOUTH SIDE OF GRIMES STREET @ END OF STREET,
 ACROSS FROM HOUSE #313.
 ELEVATION=878.46

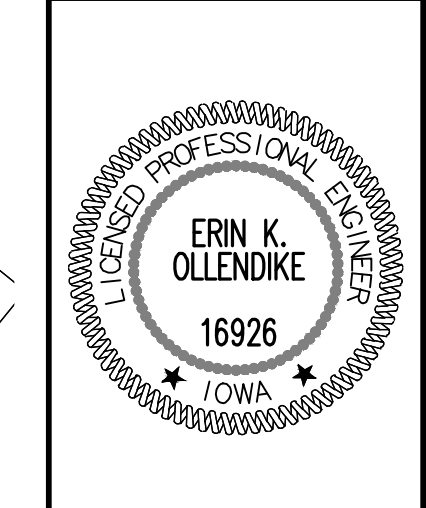
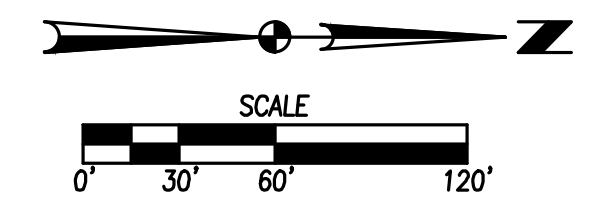
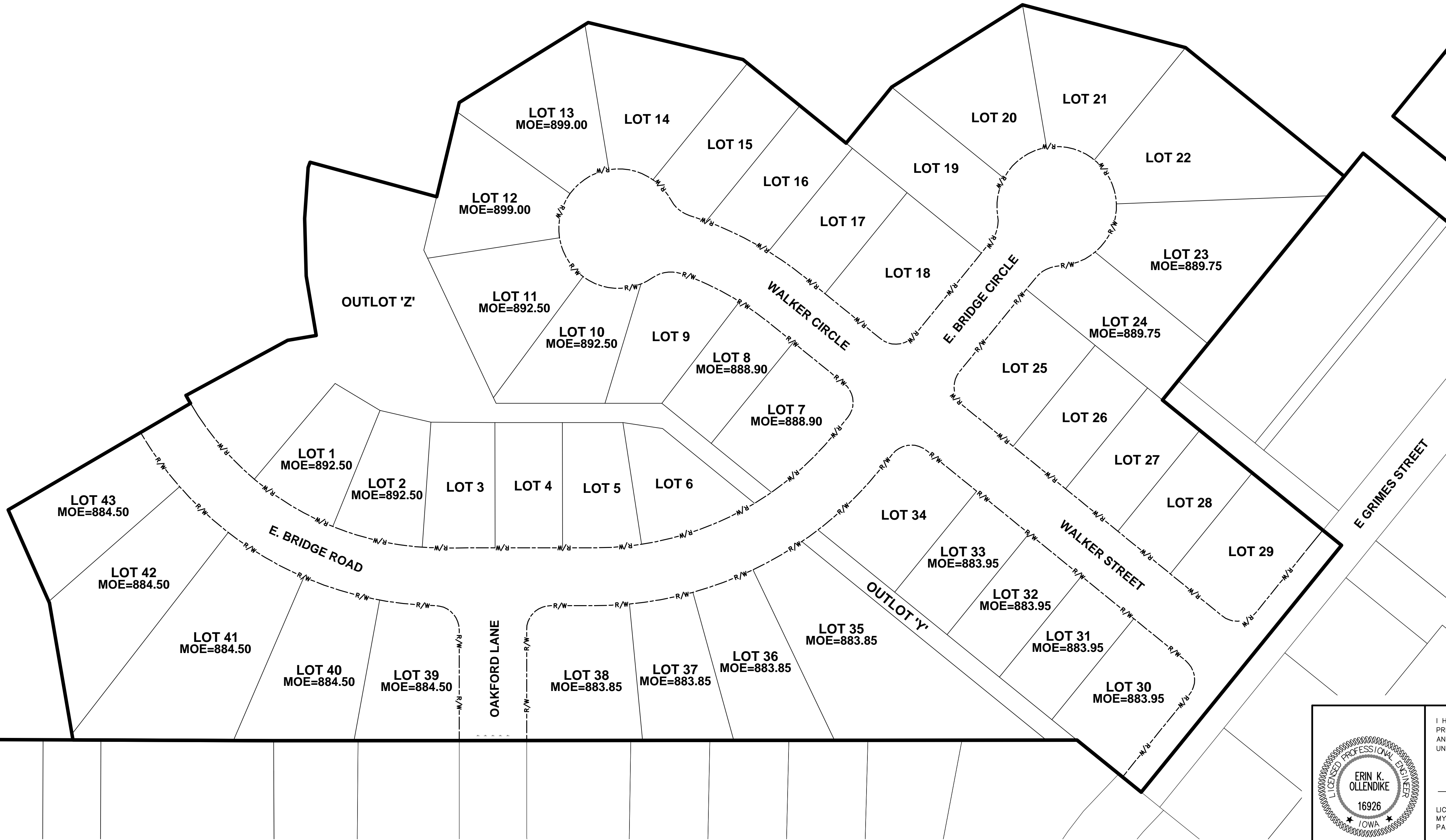
SANITARY MANHOLE @ CENTERLINE OF GRIMES STREET, BETWEEN HOUSE
 #217 & 305.
 ELEVATION=882.29

BURY BOLT ON HYDRANT @ NW CORNER OF HWY 415 & 3RD STREET.
 ELEVATION=932.84

* SURVEY DATUM = NAVD88

NOTE:

1. REFER TO APPROVED CONSTRUCTION DRAWINGS FOR COMPLETE DESIGN INFORMATION.
2. REFER TO RECORDED FINAL PLAT FOR SURVEY INFORMATION.
3. M.O.E. = MINIMUM OPENING ELEVATION



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.

ERIN K. OLLENDIKE, P.E. DATE _____

LICENSE NUMBER 16926
 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023
 PAGES OR SHEETS COVERED BY THIS SEAL:
 THIS SHEET _____

FILE: H:\2023\2206432\DWG\01-EXHIBIT\2206432-ENGINEERS EXHIBIT.DWG
 PLOTTED BY: GAVIN MCDONALD
 DATE PLOTTED: 5/26/2023 9:46 AM
 DESIGNED BY: ERIN K. OLLENDIKE

DATE	
REVISIONS	
4121 NW URBANDALE DRIVE URBANDALE, IA 50322 PHONE: (515) 369-4400	
ENGINEER: EKO	ENGINEER: JWM
POLK CITY, IOWA	
CROSSROADS AT THE LAKES PLAT 3 ENGINEER'S EXHIBIT	
1	1
2206.432	

September 21, 2023

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

RE: CROSSROADS AT THE LAKES PLAT 3
ACCEPTANCE OF PUBLIC IMPROVEMENTS
PROJECT. 122.0914.01

Dear Honorable Mayor and City Council:

The Construction Drawings for Public Improvements associated with Crossroads at the Lakes Plat 3 were approved by City Council on September 26, 2022.

The Polk City Public Works Department provided construction observation services for the public improvements and finds them to have been completed in substantial conformance with the approved construction drawings and specifications, including being subject to a rideability test as conducted by the Polk City Police Department. Snyder & Associates, Inc., provided construction administration services including review of material submittals, review of change orders, review of testing results for compliance with SUDAS and Polk City code, and preparation of punchlists for use by the Contractor and City Staff.

The developer's engineer, Civil Design Advantage, has provided the as-built record drawings, including as-built elevations along swale flow lines in conformance with City requirements. In addition, the developer's engineer and land surveyor has certified that the pins for all property corners have been set and all detention facilities are constructed in substantial conformance with the approved Storm Water Management Plan.

The Underground Company has provided a 4-year maintenance bond in the amount of \$883,912.00 for public storm sewer, public sanitary sewer, and public water main, services and associated appurtenances. Alliance Construction Group, LLC. has provided a 4-year maintenance bond in the amount of \$450,766.50 for reinforced PCC pavement, PCC sidewalk, PCC sidewalk and trail ramps, detectable warning panels, and PCC mailbox pads. The date of Council acceptance, anticipated to be September 25, 2023, will be the start date for these bonds, which shall be retained in the City Clerk's files.

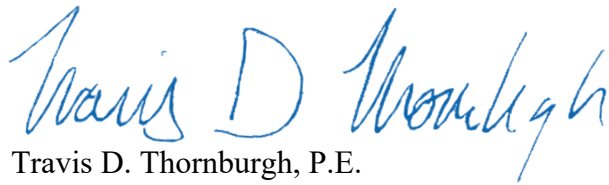
Based on this information, the Public Works Department has recommended City Council's acceptance of the public improvements associated with Crossroads at the Lakes Plat 3.

Based on the recommendation of Public Works, all requirements have been fulfilled for City Council's acceptance of the public improvements associated with Crossroads at the Lakes Plat 3 and we recommend acceptance of the public improvements for Crossroads at the Lakes Plat.

If you have any questions, we will be in attendance at the September 25, 2023, City Council meeting to discuss this project.

Sincerely,

SNYDER & ASSOCIATES, INC.



Travis D. Thornburgh, P.E.

cc: Chelsea Huisman, City Manager, City of Polk City
Mike Schulte, Public Works Director, City of Polk City
Nick Furness, Construction Observer, City of Polk City
Kathleen Connor, City Engineering Representative, Snyder & Associates, Inc.
Jenna Kimberley, Kimberley Development Corporation

RESOLUTION NO. 2023-113

**A RESOLUTION ACCEPTING THE PUBLIC IMPROVEMENTS FOR CROSSROADS
AT THE LAKES PLAT 3**

WHEREAS, the Construction Drawings for Public Improvements associated with Crossroads at the Lakes Plat 3 were approved by City Council on September 26, 2022; and

WHEREAS, the Developer, Kimberley Development Corporation, has completed the Public Improvements, including punchlist items, installed in connection therewith Crossroads at the Lakes Plat 3; and

WHEREAS, the Underground Company, Ltd has provided a 4-year maintenance bond in the amount of \$883,912.00 for the public storm sewer, the public sanitary sewer, and the public water main, services, and associated appurtenances; and

WHEREAS, Alliance Construction Group, LLC. has provided a 4-year maintenance bond in the amount of \$450,766.50 for the public streets and sidewalk improvements including 6” reinforced PCC paving, 7” reinforced PCC paving, and non-reinforced PCC sidewalk paving and PCC Curb Ramps and PCC Mailbox Pads; and

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 Developer’s engineer, Civil Design Advantage, LLC 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 Developer’s engineer, Civil Design Advantage, LLC have certified the plans are in compliance of Polk City’s Subdivision Regulations and the Statewide Urban Design and Specifications; and

WHEREAS, the City Engineer has reviewed the materials submittals, shop drawings, storm sewer videos, sanitary sewer videos, compaction test results, core samples and change orders related to the construction of said public improvements and finds them to be in order; and

WHEREAS, the Polk City Public Works Department has observed the construction of said public improvements and finds them to have been completed in substantial compliance with the approved plans 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, Kimberley Development Corporation and certified by the Engineer, Civil Design Advantage, LLC, in connection with Crossroads at the Lakes Plat 3 are hereby accepted.

BE IT FURTHER RESOLVED, the 4-year maintenance bonds provided by said developer's contractors are hereby accepted, with the date of this Resolution serving as the start date for the maintenance bonds.

PASSED AND APPROVED the 25 day September 2023.

Steve Karsjen, Mayor

ATTEST:

Jenny Coffin, City Clerk

RESOLUTION NO. 2023-114

A RESOLUTION APPROVING THE FINAL PLAT INCLUDING ENGINEERING EXHIBIT, EASEMENTS, WARRANTY DEED AND SUBDIVISION BONDS FOR CROSSROADS AT THE LAKES PLAT 3

WHEREAS, the overall Preliminary Plat for Crossroads at the Lakes was approved on April 24, 2017; and

WHEREAS, the public improvements for Crossroads at the Lakes Plat 3 were accepted by Resolution of City Council on September 25, 2023;

WHEREAS, Civil Design Advantage on behalf of Kimberley Development Corporation has submitted a Final Plat for Crossroads at the Lakes Plat 3; and

WHEREAS, the developer, Kimberley Development Corp., has paid their parkland dedication fee of \$2,331.00; and

WHEREAS, the City Engineer and the City Attorney have reviewed the Final Plat and all necessary legal documents including Engineering Exhibit, Warranty Deeds, Subdivision Bonds and Easements and finds that all review comments have been satisfactorily addressed and therefore recommends approval of said Final Plat.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa hereby accepts the recommendations of the City Engineer and City Attorney and deems it appropriate to approve the Final Plat; including Engineering Exhibit, easements, warranty deed and subdivision bonds; for Crossroads at the Lakes Plat3.

PASSED AND APPROVED the 25 day September 2023

Steve Karsjen, Mayor

ATTEST:

Jenny Coffin, City Clerk

WILSON & EGGE, P.C.
ATTORNEYS AT LAW

LISA R. WILSON
JEFFREY A. EGGE
BRYAN M. LOYA

222 N.W. SUNRISE DRIVE
WAUKEE, IOWA 50263

TELEPHONE • (515) 369-2502
FACSIMILE • (515) 369-2503

August 7, 2023

Mayor Steve Karsjen
City of Polk City, Iowa
City Hall
112 S. 3rd Street
P.O. Box 426
Polk City, Iowa 50226

Re: Plat Title Opinion/Crossroads at the Lakes Plat 3

Dear Sir:

Pursuant to the requirements of Iowa Code Section 354.11(1)(c) (2023), I hereby certify that I have examined the Abstract of Title, Pencil Notes No. 146394-77, prepared by Iowa Title Company and certified that it reflects all matters up to July 24, 2023 at 6:00 a.m. and relating to the following property:

See Exhibit "A",

to be known as Crossroads at the Lakes Plat 3.

As of that date and time, we find from our examination that good and marketable title to the property described above is held by:

Kimberley Development Corporation, a/k/a William Kimberley Development Corporation

subject to the following:

1. **MORTGAGE:** The Abstract shows a Mortgage dated June 6, 2023, and filed June 9, 2023 in Book 19502, Page 131 from William Kimberley Development Corporation to West Bank.
2. **REAL ESTATE TAXES:** The Abstract shows fiscal year 2021/2022 real estate taxes as paid.
3. **EASEMENTS:** The Abstract shows an Easement to the United States of America for road purposes filed September 7, 1973 in Book 4394, Page 797.

The Abstract shows an Agreement For Easement between Harold B. Kaltenheuser, Jane W. Kaltenheuser and the City of Polk City, Iowa filed March 27, 1992 in Book 6529, Page 8.

The Abstract shows a Public Sanitary Sewer Easement filed April 17, 2018 in Book 16885, Page 524.

The Abstract shows a Public Storm Sewer and Overland Flowage Easement filed April 17, 2018 in Book 16885, Page 528.

The Abstract shows a Public Storm Sewer Easement filed April 17, 2018 in Book 16885, Page 533.

The Abstract shows a Public Water Main Easement filed April 17, 2018 in Book 16885, Page 538.

4. **USE RESTRICTIONS:** The Abstract shows a Declaration of Use Restrictions filed August 16, 2019 in Book 17453, Page 253.

5. **PLAT:** The Abstract shows the Final Plat of Des Moines Co's Addition to Polk City filed August 14, 1861 in Plat Book "A", Page 121.

6. **PLAT:** The Abstract shows the Final Plat of the Northwest Fractional Quarter and the North Half of the Southwest Quarter of Section 1, Township 80, Range 25 filed November 20, 1873 in Plat Book "B", Page 374.

7. **SURVEY:** The Abstract shows a Survey filed August 15, 1983 in Book 5278, Page 313.

8. **SURVEY:** The Abstract shows a Survey filed February 21, 1974 in Book 4428, Page 400.

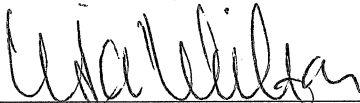
9. **ZONING:** The property under examination is subject to the zoning ordinances of the City of Polk City.

10. **SEARCHES:** The Abstract reflects searches as to the above titleholder.

You are hereby advised that this opinion is prepared pursuant to Iowa Code Sections 614.26 and 614.28 of the 2021 Code of Iowa, Chapter 11 of the Iowa Title Examination Standards, the abstracting standards of the Iowa Land Title Association and the 40 Year Marketable Title Act.

Respectfully submitted,

WILSON & EGGE, P.C.

By: 
Lisa R. Wilson

Title Guaranty No. 10118

EXHIBIT "A"

A PART OF LOT 2 OF THE 'OFFICIAL PLAT OF THE NORTHWEST FRACTIONAL QUARTER AND THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 1 TOWN 80-RANGE 25', AN OFFICIAL PLAT; AND A PART OF 'DES MOINES CO'S ADDITION TO POLK CITY IOWA', AN OFFICIAL PLAT, INCLUDING ALL OF BLOCK 'J' OF SAID PLAT; AND A PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN; ALL BEING IN THE CITY OF POLK CITY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF CROSSROADS AT THE LAKES PLAT 2, AN OFFICIAL PLAT IN SAID CITY OF POLK CITY; THENCE SOUTH $80^{\circ}14'47''$ WEST ALONG THE NORTHERLY LINE OF SAID CROSSROADS AT THE LAKES PLAT 2, A DISTANCE OF 144.34 FEET; THENCE SOUTH $66^{\circ}04'20''$ WEST CONTINUING ALONG SAID NORTHERLY LINE, 105.54 FEET; THENCE NORTH $30^{\circ}18'59''$ WEST CONTINUING ALONG SAID NORTHERLY LINE, 219.13 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID NORTHERLY LINE AND A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 303.00 FEET, WHOSE ARC LENGTH IS 9.37 FEET AND WHOSE CHORD BEARS SOUTH $60^{\circ}34'10''$ WEST, 9.37 FEET; THENCE NORTH $28^{\circ}32'41''$ WEST CONTINUING ALONG SAID NORTHERLY LINE, 120.00 FEET; THENCE NORTH $09^{\circ}27'12''$ WEST CONTINUING ALONG SAID NORTHERLY LINE, 30.00 FEET; THENCE SOUTH $80^{\circ}32'48''$ WEST CONTINUING ALONG SAID NORTHERLY LINE, 62.56 FEET; THENCE SOUTH $88^{\circ}22'57''$ WEST CONTINUING ALONG SAID NORTHERLY LINE, 59.81 FEET; THENCE NORTH $86^{\circ}01'08''$ WEST CONTINUING ALONG SAID NORTHERLY LINE, 53.08 FEET; THENCE NORTH $69^{\circ}42'43''$ WEST CONTINUING ALONG SAID NORTHERLY LINE, 5.64 FEET; THENCE NORTH $15^{\circ}11'54''$ EAST CONTINUING ALONG SAID NORTHERLY LINE, 136.09 FEET; THENCE NORTH $76^{\circ}31'56''$ WEST CONTINUING ALONG SAID NORTHERLY LINE, 100.48 FEET; THENCE NORTH $31^{\circ}48'39''$ WEST CONTINUING ALONG SAID NORTHERLY LINE, 157.50 FEET; THENCE NORTH $13^{\circ}28'31''$ EAST CONTINUING ALONG SAID NORTHERLY LINE, 45.37 FEET TO THE SOUTHEAST CORNER OF CROSSROADS AT THE LAKES PLAT 1, AN OFFICIAL PLAT IN SAID CITY OF POLK CITY; THENCE CONTINUING NORTH $13^{\circ}28'31''$ EAST ALONG THE EASTERLY LINE OF SAID CROSSROADS AT THE LAKES PLAT 1, A DISTANCE OF 119.82 FEET; THENCE NORTH $39^{\circ}03'55''$ EAST CONTINUING ALONG SAID EASTERLY LINE, 137.67 FEET; THENCE NORTH $50^{\circ}56'05''$ WEST CONTINUING ALONG SAID EASTERLY LINE, 75.00 FEET; THENCE NORTH $32^{\circ}09'53''$ WEST CONTINUING ALONG SAID EASTERLY LINE, 160.33 FEET; THENCE NORTH $14^{\circ}41'14''$ EAST CONTINUING ALONG SAID EASTERLY LINE, 174.95 FEET; THENCE NORTH $39^{\circ}05'25''$ EAST CONTINUING ALONG SAID EASTERLY LINE, 211.98 FEET TO THE SOUTHWESTERLY LINE OF BLOCK 'I' OF SAID 'DES MOINES CO'S ADDITION TO POLK CITY IOWA'; THENCE SOUTH $50^{\circ}54'35''$ EAST ALONG SAID SOUTHWESTERLY LINE AND SOUTHEASTERLY EXTENSION THEREOF, 298.93 FEET TO THE CENTERLINE OF VACATED WALKER STREET; THENCE NORTH $39^{\circ}03'55''$ EAST ALONG SAID CENTERLINE, 239.25 FEET TO THE CENTERLINE OF EAST GRIMES STREET; THENCE SOUTH $50^{\circ}57'12''$ EAST ALONG SAID CENTERLINE, 330.00 FEET TO THE WESTERLY LINE OF DEER HAVEN PLAT 1, AN OFFICIAL PLAT IN SAID CITY OF POLK CITY; THENCE SOUTH $39^{\circ}04'41''$ WEST ALONG SAID WESTERLY LINE, 85.71 FEET; THENCE SOUTH $00^{\circ}02'48''$ EAST CONTINUING ALONG SAID WESTERLY LINE, 833.45 FEET TO THE NORTHWEST CORNER OF PINE RIDGE ESTATES PLAT 2, AN OFFICIAL PLAT IN SAID CITY OF POLK CITY; THENCE SOUTH $00^{\circ}14'08''$ WEST ALONG

THE WESTERLY LINE OF SAID PINE RIDGE ESTATES PLAT 2, A DISTANCE OF 208.25 FEET TO THE POINT OF BEGINNING AND CONTAINING 17.86 ACRES (778,199 SQUARE FEET). THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

CERTIFICATE OF TREASURER OF POLK COUNTY, IOWA

STATE OF IOWA)
) ss:
COUNTY OF POLK)

I, Mary L. Wells, Treasurer of Polk County, having examined the records of my office, in accordance with the provisions of Section 354.11 of the Code of Iowa pertaining to real properties, specifically set forth in Exhibit "A" attached hereto and made part hereof, to be hereinafter designated as:

CROSSROADS AT THE LAKES PLAT 3 an Official Plat, Polk County, Iowa

do hereby certify that same is free from all certified taxes,
special assessments and special rates and charges.

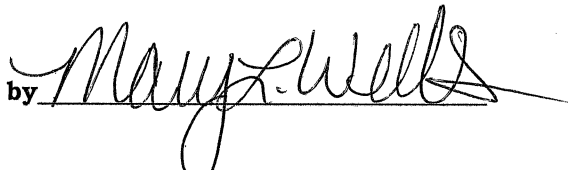
Nor are there any taxes due for Moneys and Credits, Bushels of Grain,
Utilities or Buildings on Leased Land against

KIMBERLEY DEVELOPMENT CORPORATION,

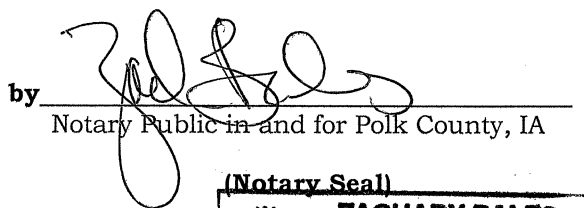
who is(are) the record title holder(s) of said real estate.

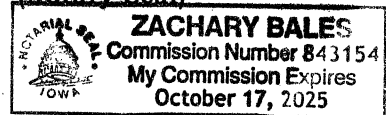
Dated at Des Moines, IA , Wednesday, August 09, 2023 .

MARY L. WELLS
POLK COUNTY TREASURER

by 
(Treasurer's Seal)

Subscribed and sworn to before me on this
9 day of August, 2023.

by 
Notary Public in and for Polk County, IA
(Notary Seal)



PREPARED BY: JODI SPENCER, PROPERTY DESCRIPTION SPECIALIST

EXHIBIT "A"

A PART OF LOT 2 OF THE 'OFFICIAL PLAT OF THE NORTHWEST FRACTIONAL QUARTER AND THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 1 TOWN 80-RANGE 25', AN OFFICIAL PLAT; AND A PART OF 'DES MOINES CO'S ADDITION TO POLK CITY IOWA', AN OFFICIAL PLAT, INCLUDING ALL OF BLOCK 'J' OF SAID PLAT; AND A PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN; ALL BEING IN THE CITY OF POLK CITY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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Approval of Subdivision Plat Name

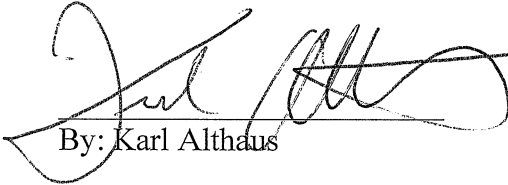
Pursuant to Iowa Code §354.6(2) and §354.11(1)(e), the Polk County Auditor has approved the subdivision plat name of:

CROSSROADS AT THE LAKES PLAT 3



Jamie Fitzgerald, Polk County Auditor

August 10, 2023
Date



By: Karl Althaus

CONSENT TO PLAT

KNOWN BY ALL MEN PRESENT:

The undersigned, Kimberley Development Corporation a/k/a William Kimberley Development Corporation, an Iowa corporation, acting with full authority to act for and on behalf of the company, with full knowledge, does hereby consent to the platting of the property to be platted as Crossroads at the Lakes Plat 3, an Official Plat, included in and forming a part of the City of Polk City, Polk County, Iowa and specifically described as follows:

See Exhibit "A",

to be known as Crossroads at the Lakes Plat 3.

The undersigned, being the owner of the above property to be platted, declares that this Consent is prepared with the free consent and in accordance with the desires of the undersigned owner.

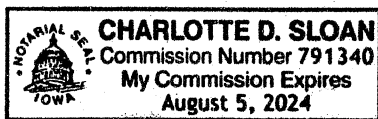
Dated on this 12 day of September, 2023.

KIMBERLEY DEVELOPMENT CORPORATION
A/K/A WILLIAM KIMBERLEY DEVELOPMENT CORPORATION

By Jenna Kimberley
Jenna Kimberley, Vice President

STATE OF IOWA)
COUNTY OF Dallas)

This record was acknowledged before me on this 12 day of September, 2023, by Jenna Kimberley, Vice President of Kimberley Development Corporation a/k/a William Kimberley Development Corporation.



Charlotte D. Sloan
Notary Public in and for the State of Iowa

EXHIBIT "A"

A PART OF LOT 2 OF THE 'OFFICIAL PLAT OF THE NORTHWEST FRACTIONAL QUARTER AND THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 1 TOWN 80-RANGE 25', AN OFFICIAL PLAT; AND A PART OF 'DES MOINES CO'S ADDITION TO POLK CITY IOWA', AN OFFICIAL PLAT, INCLUDING ALL OF BLOCK 'J' OF SAID PLAT; AND A PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN; ALL BEING IN THE CITY OF POLK CITY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF CROSSROADS AT THE LAKES PLAT 2, AN OFFICIAL PLAT IN SAID CITY OF POLK CITY; THENCE SOUTH $80^{\circ}14'47''$ WEST ALONG THE NORTHERLY LINE OF SAID CROSSROADS AT THE LAKES PLAT 2, A DISTANCE OF 144.34 FEET; THENCE SOUTH $66^{\circ}04'20''$ WEST CONTINUING ALONG SAID NORTHERLY LINE, 105.54 FEET; THENCE NORTH $30^{\circ}18'59''$ WEST CONTINUING ALONG SAID NORTHERLY LINE, 219.13 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID NORTHERLY LINE AND A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 303.00 FEET, WHOSE ARC LENGTH IS 9.37 FEET AND WHOSE CHORD BEARS SOUTH $60^{\circ}34'10''$ WEST, 9.37 FEET; THENCE NORTH $28^{\circ}32'41''$ WEST CONTINUING ALONG SAID NORTHERLY LINE, 120.00 FEET; THENCE NORTH $09^{\circ}27'12''$ WEST CONTINUING ALONG SAID NORTHERLY LINE, 30.00 FEET; THENCE SOUTH $80^{\circ}32'48''$ WEST CONTINUING ALONG SAID NORTHERLY LINE, 62.56 FEET; THENCE SOUTH $88^{\circ}22'57''$ WEST CONTINUING ALONG SAID NORTHERLY LINE, 59.81 FEET; THENCE NORTH $86^{\circ}01'08''$ WEST CONTINUING ALONG SAID NORTHERLY LINE, 53.08 FEET; THENCE NORTH $69^{\circ}42'43''$ WEST CONTINUING ALONG SAID NORTHERLY LINE, 5.64 FEET; THENCE NORTH $15^{\circ}11'54''$ EAST CONTINUING ALONG SAID NORTHERLY LINE, 136.09 FEET; THENCE NORTH $76^{\circ}31'56''$ WEST CONTINUING ALONG SAID NORTHERLY LINE, 100.48 FEET; THENCE NORTH $31^{\circ}48'39''$ WEST CONTINUING ALONG SAID NORTHERLY LINE, 157.50 FEET; THENCE NORTH $13^{\circ}28'31''$ EAST CONTINUING ALONG SAID NORTHERLY LINE, 45.37 FEET TO THE SOUTHEAST CORNER OF CROSSROADS AT THE LAKES PLAT 1, AN OFFICIAL PLAT IN SAID CITY OF POLK CITY; THENCE CONTINUING NORTH $13^{\circ}28'31''$ EAST ALONG THE EASTERLY LINE OF SAID CROSSROADS AT THE LAKES PLAT 1, A DISTANCE OF 119.82 FEET; THENCE NORTH $39^{\circ}03'55''$ EAST CONTINUING ALONG SAID EASTERLY LINE, 137.67 FEET; THENCE NORTH $50^{\circ}56'05''$ WEST CONTINUING ALONG SAID EASTERLY LINE, 75.00 FEET; THENCE NORTH $32^{\circ}09'53''$ WEST CONTINUING ALONG SAID EASTERLY LINE, 160.33 FEET; THENCE NORTH $14^{\circ}41'14''$ EAST CONTINUING ALONG SAID EASTERLY LINE, 174.95 FEET; THENCE NORTH $39^{\circ}05'25''$ EAST CONTINUING ALONG SAID EASTERLY LINE, 211.98 FEET TO THE SOUTHWESTERLY LINE OF BLOCK 'I' OF SAID 'DES MOINES CO'S ADDITION TO POLK CITY IOWA'; THENCE SOUTH $50^{\circ}54'35''$ EAST ALONG SAID SOUTHWESTERLY LINE AND SOUTHEASTERLY EXTENSION THEREOF, 298.93 FEET TO THE CENTERLINE OF VACATED WALKER STREET; THENCE NORTH $39^{\circ}03'55''$ EAST ALONG SAID CENTERLINE, 239.25 FEET TO THE CENTERLINE OF EAST GRIMES STREET; THENCE SOUTH $50^{\circ}57'12''$ EAST ALONG SAID CENTERLINE, 330.00 FEET TO THE WESTERLY LINE OF DEER HAVEN PLAT 1, AN OFFICIAL PLAT IN SAID CITY OF POLK CITY; THENCE SOUTH $39^{\circ}04'41''$ WEST ALONG SAID WESTERLY LINE, 85.71 FEET; THENCE SOUTH $00^{\circ}02'48''$ EAST CONTINUING ALONG SAID WESTERLY LINE, 833.45 FEET TO THE NORTHWEST CORNER OF PINE RIDGE ESTATES PLAT 2, AN OFFICIAL PLAT IN SAID CITY OF POLK CITY; THENCE SOUTH $00^{\circ}14'08''$ WEST ALONG

THE WESTERLY LINE OF SAID PINE RIDGE ESTATES PLAT 2, A DISTANCE OF 208.25 FEET TO THE POINT OF BEGINNING AND CONTAINING 17.86 ACRES (778,199 SQUARE FEET). THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

Return to Preparer: Lisa R. Wilson, WILSON & EGGE, P.C., 222 N.W. Sunrise Drive, Waukee, Iowa 50263 (515) 369-2502

LENDER'S CONSENT TO PLAT

KNOWN BY ALL MEN PRESENT:

The undersigned, West Bank, acting with full authority to act for and on behalf of the bank, does hereby consent to the platting of the property to be platted as Crossroads at the Lakes Plat 3, an Official Plat, now included in and forming a part of the City of Polk City, Polk County, Iowa and specifically described as follows:

See Exhibit "A."

This consent is as mortgagee to the property described above with a mortgage being filed against said property on June 9, 2023 in Book 19502, Page 131, and is given with the free consent and in accordance with the desires of the undersigned as mortgagee to said property described above, which is to be included in said plat.

Dated this 14th day of September, 2023.

WEST BANK

By Luke Mohlenhoff

Its Vice President

STATE OF IOWA)
COUNTY OF Dallas) SS:

This record was acknowledged before me on this 14th Sept. day of Sept., 2023, by Luke Mohlenhoff of West Bank.

Terry Wilhelm
Notary Public and for the State of Iowa

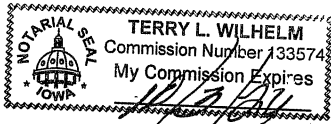


EXHIBIT "A"

A PART OF LOT 2 OF THE 'OFFICIAL PLAT OF THE NORTHWEST FRACTIONAL QUARTER AND THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 1 TOWN 80-RANGE 25', AN OFFICIAL PLAT; AND A PART OF 'DES MOINES CO'S ADDITION TO POLK CITY IOWA', AN OFFICIAL PLAT, INCLUDING ALL OF BLOCK 'J' OF SAID PLAT; AND A PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN; ALL BEING IN THE CITY OF POLK CITY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF CROSSROADS AT THE LAKES PLAT 2, AN OFFICIAL PLAT IN SAID CITY OF POLK CITY; THENCE SOUTH 80°14'47" WEST ALONG THE NORTHERLY LINE OF SAID CROSSROADS AT THE LAKES PLAT 2, A DISTANCE OF 144.34 FEET; THENCE SOUTH 66°04'20" WEST CONTINUING ALONG SAID NORTHERLY LINE, 105.54 FEET; THENCE NORTH 30°18'59" WEST CONTINUING ALONG SAID NORTHERLY LINE, 219.13 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID NORTHERLY LINE AND A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 303.00 FEET, WHOSE ARC LENGTH IS 9.37 FEET AND WHOSE CHORD BEARS SOUTH 60°34'10" WEST, 9.37 FEET; THENCE NORTH 28°32'41" WEST CONTINUING ALONG SAID NORTHERLY LINE, 120.00 FEET; THENCE NORTH 09°27'12" WEST CONTINUING ALONG SAID NORTHERLY LINE, 30.00 FEET; THENCE SOUTH 80°32'48" WEST CONTINUING ALONG SAID NORTHERLY LINE, 62.56 FEET; THENCE SOUTH 88°22'57" WEST CONTINUING ALONG SAID NORTHERLY LINE, 59.81 FEET; THENCE NORTH 86°01'08" WEST CONTINUING ALONG SAID NORTHERLY LINE, 53.08 FEET; THENCE NORTH 69°42'43" WEST CONTINUING ALONG SAID NORTHERLY LINE, 5.64 FEET; THENCE NORTH 15°11'54" EAST CONTINUING ALONG SAID NORTHERLY LINE, 136.09 FEET; THENCE NORTH 76°31'56" WEST CONTINUING ALONG SAID NORTHERLY LINE, 100.48 FEET; THENCE NORTH 31°48'39" WEST CONTINUING ALONG SAID NORTHERLY LINE, 157.50 FEET; THENCE NORTH 13°28'31" EAST CONTINUING ALONG SAID NORTHERLY LINE, 45.37 FEET TO THE SOUTHEAST CORNER OF CROSSROADS AT THE LAKES PLAT 1, AN OFFICIAL PLAT IN SAID CITY OF POLK CITY; THENCE CONTINUING NORTH 13°28'31" EAST ALONG THE EASTERLY LINE OF SAID CROSSROADS AT THE LAKES PLAT 1, A DISTANCE OF 119.82 FEET; THENCE NORTH 39°03'55" EAST CONTINUING ALONG SAID EASTERLY LINE, 137.67 FEET; THENCE NORTH 50°56'05" WEST CONTINUING ALONG SAID EASTERLY LINE, 75.00 FEET; THENCE NORTH 32°09'53" WEST CONTINUING ALONG SAID EASTERLY LINE, 160.33 FEET; THENCE NORTH 14°41'14" EAST CONTINUING ALONG SAID EASTERLY LINE, 174.95 FEET; THENCE NORTH 39°05'25" EAST CONTINUING ALONG SAID EASTERLY LINE, 211.98 FEET TO THE SOUTHWESTERLY LINE OF BLOCK 'I' OF SAID 'DES MOINES CO'S ADDITION TO POLK CITY IOWA'; THENCE SOUTH 50°54'35" EAST ALONG SAID SOUTHWESTERLY LINE AND SOUTHEASTERLY EXTENSION THEREOF, 298.93 FEET TO THE CENTERLINE OF VACATED WALKER STREET; THENCE NORTH 39°03'55" EAST ALONG SAID CENTERLINE, 239.25 FEET TO THE CENTERLINE OF EAST GRIMES STREET; THENCE SOUTH 50°57'12" EAST ALONG SAID CENTERLINE, 330.00 FEET TO THE WESTERLY LINE OF DEER HAVEN PLAT 1, AN OFFICIAL PLAT IN SAID CITY OF POLK CITY; THENCE SOUTH 39°04'41" WEST ALONG SAID WESTERLY LINE, 85.71 FEET; THENCE SOUTH 00°02'48" EAST CONTINUING ALONG SAID WESTERLY LINE, 833.45 FEET TO THE NORTHWEST CORNER OF PINE RIDGE ESTATES PLAT 2, AN OFFICIAL PLAT IN SAID CITY OF POLK CITY; THENCE SOUTH 00°14'08" WEST ALONG

THE WESTERLY LINE OF SAID PINE RIDGE ESTATES PLAT 2, A DISTANCE OF 208.25 FEET TO THE POINT OF BEGINNING AND CONTAINING 17.86 ACRES (778,199 SQUARE FEET). THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

Return to Preparer: Lisa R. Wilson, WILSON & EGGE, P.C., 222 N.W. Sunrise Drive, Waukee, Iowa 50263 (515) 369-2502

PARTIAL RELEASE OF REAL ESTATE MORTGAGE

The undersigned, the present owner of the mortgage hereinafter described, for valuable consideration, receipt of which is hereby acknowledged, does hereby acknowledge that the following described real estate situated in Polk County, Iowa, to wit:

Street Lots A, B and C in Crossroads at the Lakes Plat 3, an Official Plat, now included in and forming a part of the City of Polk City, Polk County, Iowa,

is hereby released from the liens of the real estate mortgages, executed by William Kimberley Development Corporation, an Iowa corporation, and recorded in the records of the Office of the Recorder of the County of Polk, State of Iowa, on June 9, 2023 in Book 19502, Page 131, specifically reserving and retaining the mortgage liens and all mortgage rights against all of the remaining property embraced in the mortgages above described.

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

Dated this 14th day of September, 2023.

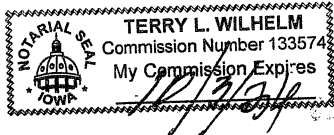
WEST BANK

By Luke Mohlenhoff

Its Vice President

STATE OF IOWA)
COUNTY OF Dallas) SS:

This mortgage was acknowledged before me or this 14th day of Sept., 2023, by Luke Mohlenhoff the V.P. of West Bank.



[Signature]
Notary Public in and for the State of Iowa

Return to Preparer: Lisa R. Wilson, WILSON & EGGE, P.C., 222 N.W. Sunrise Drive, Waukee, Iowa 50263 (515) 369-2502

PARTIAL RELEASE OF REAL ESTATE MORTGAGE

The undersigned, the present owner of the mortgage hereinafter described, for valuable consideration, receipt of which is hereby acknowledged, does hereby acknowledge that the following described real estate situated in Polk County, Iowa, to wit:

Lots D and E in Crossroads at the Lakes Plat 3, an Official Plat, now included in and forming a part of the City of Polk City, Polk County, Iowa,

is hereby released from the liens of the real estate mortgages, executed by William Kimberley Development Corporation, an Iowa corporation, and recorded in the records of the Office of the Recorder of the County of Polk, State of Iowa, on June 9, 2023 in Book 19502, Page 131, specifically reserving and retaining the mortgage liens and all mortgage rights against all of the remaining property embraced in the mortgages above described.

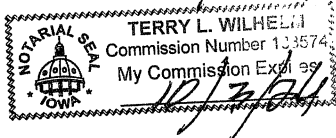
Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural, and as masculine, feminine or neuter gender, according to the context.

Dated this 14th day of September, 2023.

WEST BANK
By Luka Mohlenhoff
Its Vice President

STATE OF IOWA)
COUNTY OF Polk) SS:

This record was acknowledged before me on this 14th day of Sept., 2023, by Luka Mohlenhoff, the V.P. of West Bank.



Terry L. Wilhelm
Notary Public in and for the State of Iowa

WARRANTY DEED

Preparer Information:

Lisa R. Wilson
222 N.W. Sunrise Drive
Waukee, Iowa 50263
(515) 369-2502

Taxpayer Information:

City of Polk City, Iowa
City Hall
112 S. 3rd Street
P.O. Box 426
Polk City, Iowa 50226

Return Document To:

Wilson & Egge, P.C.
222 N.W. Sunrise Drive
Waukee, Iowa 50263

Grantor:

Kimberley Development Corporation a/k/a William Kimberley Development Corporation

Grantee:

The City of Polk City, Iowa

Legal Description:

Street Lots A, B and C in Crossroads at the Lakes Plat 3, an Official Plat, now included in and forming a part of the City of Polk City, Polk County, Iowa.

Document or instrument number of previously recorded documents:

N/A

WARRANTY DEED

Preparer Information:

Lisa R. Wilson
222 N.W. Sunrise Drive
Waukee, Iowa 50263
(515) 369-2502

Taxpayer Information:

City of Polk City, Iowa
City Hall
112 S. 3rd Street
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Polk City, Iowa 50226

Return Document To:

Wilson & Egge, P.C.
222 N.W. Sunrise Drive
Waukee, Iowa 50263

Grantor:

Kimberley Development Corporation a/k/a William Kimberley Development Corporation

Grantee:

The City of Polk City, Iowa

Legal Description:

Lots D and E in Crossroads at the Lakes Plat 3, an Official Plat, now included in and forming a part of the City of Polk City, Polk County, Iowa.

Document or instrument number of previously recorded documents:

N/A

WHEN RECORDED RETURN TO:

City of Polk City, Iowa
City Hall
112 S. 3rd Street
P.O. Box 426
Polk City, Iowa 50226

Preparer Information: Lisa R. Wilson, Wilson & Egge, PC, 222 N.W. Sunrise Drive, Waukee, Iowa 50263 (515) 369-2502

PUBLIC UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Kimberley Development Corporation a/k/a William Kimberley Development Corporation, an Iowa corporation, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Polk City, Iowa, receipt of which is hereby acknowledged, does hereby sell, grant and convey unto the City of Polk City, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

See Exhibit "A"

That the above described easement is granted unto the City of Polk City, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

Public Utility

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.

2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without

obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

8. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

That the Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

IN WITNESS WHEREOF, we have hereunto affixed our hands this 12 day of September, 2023.

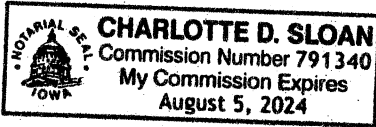
KIMBERLEY DEVELOPMENT CORPORATION A/K/A
WILLIAM KIMBERLEY DEVELOPMENT
CORPORATION

By Jenna Kimberley
Jenna Kimberley, Vice President

STATE OF IOWA)
) ss:
COUNTY OF Dallas)

This record was acknowledged before me on this 12 day of September,
2023, by Jenna Kimberley, Vice President of Kimberley Development Corporation a/k/a William
Kimberley Development Corporation.

Charlotte D. Sloan
Notary Public in and for the State of Iowa



ACCEPTANCE BY CITY

STATE OF IOWA)
) ss:
COUNTY OF POLK)

I, Sharon Nickles, City Clerk of the City of Polk City, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City by Resolution No. _____, passed on the ____ day of _____, 20 __, and this certificate is made pursuant to authority contained in said Resolution.

Signed this ____ day of _____, 20 __.

Sharon Nickles, City Clerk of the City of Polk City, Iowa

EXHIBIT "A"

THE NORTHWESTERLY 10.00 FEET OF THE SOUTHEASTERLY 27.00 FEET OF LOT 1, CROSSROADS AT THE LAKES PLAT 3, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA.

AND

THE WESTERLY 10.00 FEET OF THE EASTERLY 27.00 FEET OF LOTS 2 THROUGH 5, CROSSROADS AT THE LAKES PLAT 3, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA.

AND

A PART OF LOT 6, CROSSROADS AT THE LAKES PLAT 3, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS A 10.00 FOOT WIDE EASEMENT LYING EASTERLY OF AND ADJOINING THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH $81^{\circ}19'43''$ WEST ALONG THE SOUTHERLY LINE OF SAID LOT 6, A DISTANCE OF 27.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH $19^{\circ}51'20''$ WEST, 18.35 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 290.00 FEET, WHOSE ARC LENGTH IS 84.92 FEET AND WHOSE CHORD BEARS NORTH $20^{\circ}37'08''$ WEST, 84.61 FEET TO THE NORTHERLY LINE OF SAID LOT 6 AND THE POINT OF TERMINUS. SAID EASEMENT CONTAINS 0.02 ACRES (1,071 SQUARE FEET). THE SIDELINES OF SAID EASEMENT SHALL SHORTEN OR EXTEND TO THE LOT LINES AT THE POINT OF BEGINNING AND POINT OF TERMINUS.

AND

THE SOUTHWESTERLY 10.00 FEET OF THE NORTHEASTERLY 30.00 FEET OF LOTS 7 AND 'D', CROSSROADS AT THE LAKES PLAT 3, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA.

AND

THE NORTHWESTERLY 10.00 FEET OF LOT 7 EXCEPT THE NORTHEASTERLY 20.00 FEET THEREOF, CROSSROADS AT THE LAKES PLAT 3, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA.

AND

THE NORTHWESTERLY 10.00 FEET OF LOTS 8, 30 THROUGH 34, 42 AND 43, CROSSROADS AT THE LAKES PLAT 3, AN OFFICIAL PLAT IN THE CITY OF POLK

CITY, POLK COUNTY, IOWA.

AND

THE WESTERLY 10.00 FEET OF LOTS 9, 10 AND 36 THROUGH 41 CROSSROADS AT THE LAKES PLAT 3, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA.

AND

THE NORTHERLY 10.00 FEET OF LOTS 11, 12 AND 39, CROSSROADS AT THE LAKES PLAT 3, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA.

AND

THE NORTHEASTERLY 10.00 FEET OF LOTS 13, 20 AND 30, CROSSROADS AT THE LAKES PLAT 3, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA.

AND

THE EASTERLY 10.00 FEET OF LOTS 14 AND 21 CROSSROADS AT THE LAKES PLAT 3, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA.

AND

A PART OF LOT 15, CROSSROADS AT THE LAKES PLAT 3, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS A 10.00 FOOT WIDE EASEMENT LYING EASTERLY OF AND ADJOINING THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHERNMOST CORNER OF SAID LOT 15; THENCE NORTH 50°56'05" WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 15, A DISTANCE OF 10.02 FEET TO THE POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 72.00 FEET, WHOSE ARC LENGTH IS 20.67 FEET AND WHOSE CHORD BEARS NORTH 43°55'58" EAST, 20.60 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 388.00 FEET, WHOSE ARC LENGTH IS 53.20 FEET AND WHOSE CHORD BEARS NORTH 17°36'47" EAST, 53.16 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 15 AND THE POINT OF TERMINUS. SAID EASEMENT CONTAINS 0.02 ACRES (740 SQUARE FEET). THE SIDELINES OF SAID EASEMENT SHALL SHORTEN OR EXTEND TO THE LOT LINES AT THE POINT OF BEGINNING AND POINT OF TERMINUS.

AND

THE NORTHWESTERLY 10.00 FEET OF THE SOUTHEASTERLY 25.00 FEET OF LOTS 16, 17 AND 25 THROUGH 29, CROSSROADS AT THE LAKES PLAT 3, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA.

AND

THE NORTHWESTERLY 10.00 FEET OF THE SOUTHEASTERLY 25.00 FEET OF LOT 18 EXCEPT THE NORTHEASTERLY 15.00 FEET THEREOF, CROSSROADS AT THE LAKES PLAT 3, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA.

AND

THE SOUTHWESTERLY 10.00 FEET OF THE NORTHEASTERLY 25.00 FEET OF LOT 18 EXCEPT THE SOUTHEASTERLY 15.00 FEET THEREOF, CROSSROADS AT THE LAKES PLAT 3, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA.

AND

A PART OF LOT 19, CROSSROADS AT THE LAKES PLAT 3, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS A 10.00 FOOT WIDE EASEMENT LYING NORTHEASTERLY OF AND ADJOINING THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE EASTERNMOST CORNER OF SAID LOT 19; THENCE SOUTH 39°03'55" WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 19, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 50°54'35" WEST, 40.44 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 72.00 FEET, WHOSE ARC LENGTH IS 38.54 FEET AND WHOSE CHORD BEARS NORTH 75°45'59" WEST, 38.08 FEET TO THE NORTHWESTERLY LINE OF SAID LOT 19 AND THE POINT OF TERMINUS. SAID EASEMENT CONTAINS 0.02 ACRES (791 SQUARE FEET). THE SIDELINES OF SAID EASEMENT SHALL SHORTEN OR EXTEND TO THE LOT LINES AT THE POINT OF BEGINNING AND POINT OF TERMINUS.

AND

THE SOUTHERLY 10.00 FEET OF LOTS 22 AND 23, CROSSROADS AT THE LAKES PLAT 3, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA.

AND

THE SOUTHWESTERLY 10.00 FEET OF LOTS 24, 34, 35 AND 'E', CROSSROADS AT THE LAKES PLAT 3, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA.

AND

THE SOUTHWESTERLY 10.00 FEET OF LOT 25 EXCEPT THE SOUTHEASTERLY 15.00 FEET THEREOF, CROSSROADS AT THE LAKES PLAT 3, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA.

AND

THE NORTHEASTERLY 10.00 FEET OF LOT 29 EXCEPT THE SOUTHEASTERLY 15.00 FEET THEREOF, CROSSROADS AT THE LAKES PLAT 3, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA.

AND

A PART OF LOT 38, CROSSROADS AT THE LAKES PLAT 3, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS A 10.00 FOOT WIDE EASEMENT LYING NORTHERLY OF AND ADJOINING THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 38; THENCE NORTH 00°02'48" WEST ALONG THE EASTERLY LINE OF SAID LOT 38, A DISTANCE OF 22.79 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 79°13'00" WEST, 120.70 FEET TO THE SOUTHERLY LINE OF SAID LOT 38 AND THE POINT OF TERMINUS. SAID EASEMENT CONTAINS 0.03 ACRES (1,295 SQUARE FEET). THE SIDELINES OF SAID EASEMENT SHALL SHORTEN OR EXTEND TO THE LOT LINES AT THE POINT OF BEGINNING AND POINT OF TERMINUS.

AND

A PART OF LOT 'D', CROSSROADS AT THE LAKES PLAT 3, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS A 10.00 FOOT WIDE EASEMENT BEING 5.00 FEET ON EACH SIDE OF THE FOLLOWING CENTERLINE:

COMMENCING AT THE SOUTHERNMOST CORNER OF LOT 1, SAID CROSSROADS AT THE LAKES PLAT 3; THENCE NORTH 49°51'56" WEST ALONG THE EASTERLY LINE OF SAID LOT 'D', A DISTANCE OF 22.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 52°25'41" WEST, 103.45 FEET TO THE WESTERLY LINE OF SAID LOT 'D' AND THE POINT OF TERMINUS. SAID EASEMENT CONTAINS 0.02 ACRES (1,035 SQUARE FEET). THE SIDELINES OF SAID EASEMENT SHALL SHORTEN OR EXTEND TO THE LOT LINES AT THE POINT OF BEGINNING AND POINT OF TERMINUS

WHEN RECORDED RETURN TO:

City of Polk City, Iowa
City Hall
112 S. 3rd Street
P.O. Box 426
Polk City, Iowa 50226

Preparer Information: Lisa R. Wilson, Wilson & Egge, PC, 222 N.W. Sunrise Drive, Waukee, Iowa 50263 (515) 369-2502

PUBLIC SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Kimberley Development Corporation a/k/a William Kimberley Development Corporation, an Iowa corporation, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Polk City, Iowa, receipt of which is hereby acknowledged, does hereby sell, grant and convey unto the City of Polk City, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

See Exhibit "A"

That the above described easement is granted unto the City of Polk City, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

Public Sanitary Sewer

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.

2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without

obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

8. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

That the Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

IN WITNESS WHEREOF, we have hereunto affixed our hands this 12 day of September, 2023.

ACCEPTANCE BY CITY

STATE OF IOWA)
) ss:
COUNTY OF POLK)

I, Sharon Nickles, City Clerk of the City of Polk City, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City by Resolution No. _____, passed on the ____ day of _____, 20 __, and this certificate is made pursuant to authority contained in said Resolution.

Signed this ____ day of _____, 20 __.

Sharon Nickles, City Clerk of the City of Polk City, Iowa

EXHIBIT "A"

THE SOUTHEASTERLY 17.00 FEET OF LOT 1, CROSSROADS AT THE LAKES PLAT 3, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA.

AND

THE EASTERLY 17.00 FEET OF LOTS 2 THROUGH 4, CROSSROADS AT THE LAKES PLAT 3, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA.

AND

THAT PART OF LOTS 5 AND 6, CROSSROADS AT THE LAKES PLAT 3, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA, LYING EAST OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 5; THENCE SOUTH 89°57'12" WEST ALONG THE SOUTHERLY LINE OF SAID LOT 5, A DISTANCE OF 17.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°02'48" WEST, 33.96 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 303.00 FEET, WHOSE ARC LENGTH IS 39.23 FEET AND WHOSE CHORD BEARS NORTH 03°45'20" WEST, 39.20 FEET; THENCE NORTH 19°51'20" WEST, 116.95 FEET TO THE NORTHERLY LINE OF SAID LOT 6 AND THE POINT OF TERMINUS. SAID EASEMENT CONTAINS 0.09 ACRES (3,998 SQUARE FEET).

AND

THE NORTHEASTERLY 20.00 FEET OF LOT 7, CROSSROADS AT THE LAKES PLAT 3, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA.

AND

THE SOUTHEASTERLY 15.00 FEET OF LOT 15 MEASURED PARALLEL WITH THE CENTERLINE OF WALKER CIRCLE, CROSSROADS AT THE LAKES PLAT 3, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA.

AND

THE SOUTHEASTERLY 15.00 FEET OF LOTS 16 THROUGH 18 AND 27 THROUGH 29, CROSSROADS AT THE LAKES PLAT 3, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA.

AND

THE NORTHEASTERLY 15.00 FEET OF LOT 18, CROSSROADS AT THE LAKES PLAT 3, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA.

AND

THE NORTHEASTERLY 15.00 FEET OF LOT 19 MEASURED PARALLEL WITH THE CENTERLINE OF E. BRIDGE CIRCLE, CROSSROADS AT THE LAKES PLAT 3, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA.

AND

THE SOUTHEASTERLY 22.00 FEET OF LOTS 25 AND 26, CROSSROADS AT THE LAKES PLAT 3, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA.

AND

THAT PART OF LOT 38, CROSSROADS AT THE LAKES PLAT 3, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA, LYING SOUTH OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 38; THENCE NORTH $00^{\circ}02'48''$ WEST ALONG THE EASTERLY LINE OF SAID LOT 38, A DISTANCE OF 22.79 FEET TO THE POINT OF BEGINNING; THENCE SOUTH $79^{\circ}13'00''$ WEST, 120.70 FEET TO THE SOUTHERLY LINE OF SAID LOT 38 AND THE POINT OF TERMINUS. SAID EASEMENT CONTAINS 0.03 ACRES (1,366 SQUARE FEET).

WHEN RECORDED RETURN TO:

City of Polk City, Iowa
City Hall
112 S. 3rd Street
P.O. Box 426
Polk City, Iowa 50226

Preparer Information: Lisa R. Wilson, Wilson & Egge, PC, 222 N.W. Sunrise Drive, Waukee, Iowa 50263 (515) 369-2502

PUBLIC STORM SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Kimberley Development Corporation a/k/a William Kimberley Development Corporation, an Iowa corporation, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Polk City, Iowa, receipt of which is hereby acknowledged, does hereby sell, grant and convey unto the City of Polk City, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

See Exhibit "A"

That the above described easement is granted unto the City of Polk City, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

Public Storm Sewer

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.

2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without

obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

8. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

That the Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

IN WITNESS WHEREOF, we have hereunto affixed our hands this 12 day of September, 2023.

KIMBERLEY DEVELOPMENT CORPORATION A/K/A
WILLIAM KIMBERLEY DEVELOPMENT
CORPORATION

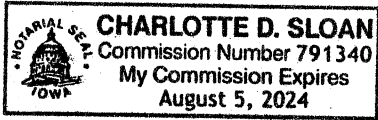
By Jenna Kimberley
Jenna Kimberley, Vice President

STATE OF IOWA)
) ss:
COUNTY OF Dallas)

This record was acknowledged before me on this 12 day of September,
2023, by Jenna Kimberley, Vice President of Kimberley Development Corporation a/k/a William
Kimberley Development Corporation.

Charlotte D. Sloan

Notary Public in and for the State of Iowa



ACCEPTANCE BY CITY

STATE OF IOWA)
) ss:
COUNTY OF POLK)

I, Sharon Nickles, City Clerk of the City of Polk City, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City by Resolution No. _____, passed on the ____ day of _____, 20 __, and this certificate is made pursuant to authority contained in said Resolution.

Signed this ____ day of _____, 20 __.

Sharon Nickles, City Clerk of the City of Polk City, Iowa

EXHIBIT "A"

A PART OF LOTS 6, 7 AND 'D', CROSSROADS AT THE LAKES PLAT 3, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS A 20.00 FOOT WIDE EASEMENT BEING 10.00 FEET ON EACH SIDE OF THE FOLLOWING CENTERLINE:

COMMENCING AT THE NORTHERNMOST CORNER OF SAID LOT 6; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOT 6 AND A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 320.00 FEET, WHOSE ARC LENGTH IS 7.74 FEET AND WHOSE CHORD BEARS SOUTH 30°27'42" EAST, 7.74 FEET TO THE POINT OF BEGINNING; THENCE NORTH 82°52'46" WEST, 56.78 FEET TO THE POINT OF TERMINUS. SAID EASEMENT CONTAINS 0.03 ACRES (1,134 SQUARE FEET). THE SIDELINES OF SAID EASEMENT SHALL SHORTEN OR EXTEND TO THE LOT LINES AT THE POINT OF BEGINNING.

AND

A PART OF LOT 24, CROSSROADS AT THE LAKES PLAT 3, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS A 20.00 FOOT WIDE EASEMENT BEING 10.00 FEET ON EACH SIDE OF THE FOLLOWING CENTERLINE:

BEGINNING AT THE NORTHERNMOST CORNER OF LOT 26, SAID CROSSROADS AT THE LAKES PLAT 3; THENCE NORTH 50°56'05" WEST, 25.97 FEET TO THE POINT OF TERMINUS. SAID EASEMENT CONTAINS 0.01 ACRES (519 SQUARE FEET). THE SIDELINES OF SAID EASEMENT SHALL SHORTEN OR EXTEND TO THE LOT LINES AT THE POINT OF BEGINNING.

AND

THE NORTHEASTERLY 10.00 FEET OF LOTS 26 AND 32, CROSSROADS AT THE LAKES PLAT 3, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA.

AND

THE SOUTHWESTERLY 10.00 FEET OF LOTS 27 AND 31, CROSSROADS AT THE LAKES PLAT 3, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA.

AND

THE SOUTHEASTERLY 20.00 FEET OF LOT 30, CROSSROADS AT THE LAKES PLAT 3, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA.

AND

THE SOUTHEASTERLY 20.00 FEET OF LOT 31 EXCEPT THE SOUTHWESTERLY 10.00 FEET THEREOF, CROSSROADS AT THE LAKES PLAT 3, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA.

AND

A PART OF LOT 35, CROSSROADS AT THE LAKES PLAT 3, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS A 20.00 FOOT WIDE EASEMENT BEING 10.00 FEET ON EACH SIDE OF THE FOLLOWING CENTERLINE:

COMMENCING AT THE SOUTHERNMOST CORNER OF LOT 31, SAID CROSSROADS AT THE LAKES PLAT 3; THENCE SOUTH 42°54'33" EAST, 20.20 FEET TO THE NORTHERLY LINE OF SAID LOT 35 AND THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 42°54'33" EAST, 32.00 FEET TO THE POINT OF TERMINUS. SAID EASEMENT CONTAINS 0.01 ACRES (640 SQUARE FEET). THE SIDELINES OF SAID EASEMENT SHALL SHORTEN OR EXTEND TO THE LOT LINES AT THE POINT OF BEGINNING.

AND

A PART OF LOTS 35 AND 36, CROSSROADS AT THE LAKES PLAT 3, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS A 20.00 FOOT WIDE EASEMENT BEING 10.00 FEET ON EACH SIDE OF THE FOLLOWING CENTERLINE:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 36; THENCE SOUTH 74°31'01" WEST ALONG THE SOUTHERLY LINE OF SAID LOT 36, A DISTANCE OF 10.37 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°02'48" WEST, 46.68 FEET; THENCE NORTH 04°12'04" WEST, 45.69 FEET; THENCE NORTH 87°49'18" WEST, 22.22 FEET TO THE POINT OF TERMINUS. SAID EASEMENT CONTAINS 0.05 ACRES (2,292 SQUARE FEET). THE SIDELINES OF SAID EASEMENT SHALL SHORTEN OR EXTEND TO THE LOT LINES AT THE POINT OF BEGINNING.

AND

THE EASTERLY 20.00 FEET OF LOTS 37 AND 38, CROSSROADS AT THE LAKES PLAT 3, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA.

AND

THE SOUTHWESTERLY 15.00 FEET OF LOT 42, CROSSROADS AT THE LAKES PLAT 3, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA

AND

THE NORTHEASTERLY 15.00 FEET OF LOT 43, CROSSROADS AT THE LAKES PLAT 3,
AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA.

WHEN RECORDED RETURN TO:

City of Polk City, Iowa
City Hall
112 S. 3rd Street
P.O. Box 426
Polk City, Iowa 50226

Preparer Information: Lisa R. Wilson, Wilson & Egge, PC, 222 N.W. Sunrise Drive, Waukee, Iowa 50263 (515) 369-2502

PUBLIC OVERLAND FLOWAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Kimberley Development Corporation a/k/a William Kimberley Development Corporation, an Iowa corporation, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Polk City, Iowa, receipt of which is hereby acknowledged, does hereby sell, grant and convey unto the City of Polk City, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

See Exhibit "A"

That the above described easement is granted unto the City of Polk City, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

Public Overland Flowage

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.

2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without

obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

8. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

That the Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

IN WITNESS WHEREOF, we have hereunto affixed our hands this 12 day of September, 2023.

ACCEPTANCE BY CITY

STATE OF IOWA)
) ss:
COUNTY OF POLK)

I, Sharon Nickles, City Clerk of the City of Polk City, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City by Resolution No. _____, passed on the ____ day of _____, 20__, and this certificate is made pursuant to authority contained in said Resolution.

Signed this ____ day of _____, 20__.

Sharon Nickles, City Clerk of the City of Polk City, Iowa

EXHIBIT "A"

THE SOUTHERLY 5.00 FEET OF LOTS 3 THROUGH 6 AND 21, CROSSROADS AT THE LAKES PLAT 3, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA.

AND

THE SOUTHEASTERLY 20.00 FEET OF LOTS 7, 33 AND 34, CROSSROADS AT THE LAKES PLAT 3, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA.

AND

THE SOUTHEASTERLY 15.00 FEET OF LOT 8, CROSSROADS AT THE LAKES PLAT 3, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA.

AND

THE EASTERLY 10.00 FEET OF LOT 9, CROSSROADS AT THE LAKES PLAT 3, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA.

AND

THE SOUTHWESTERLY 5.00 FEET OF LOTS 15, 16, 17, 18 AND 26, CROSSROADS AT THE LAKES PLAT 3, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA.

AND

THE SOUTHEASTERLY 5.00 FEET OF LOT 20, CROSSROADS AT THE LAKES PLAT 3, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA.

AND

THE NORTHEASTERLY 20.00 FEET OF LOTS 22 AND 23, CROSSROADS AT THE LAKES PLAT 3, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA.

AND

THE NORTHEASTERLY 30.00 FEET OF LOT 24, CROSSROADS AT THE LAKES PLAT 3, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA.

AND

THE NORTHEASTERLY 10.00 FEET OF LOTS 26 AND 32, CROSSROADS AT THE LAKES PLAT 3, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA.

AND

THE SOUTHWESTERLY 10.00 FEET OF LOTS 27 AND 31, CROSSROADS AT THE LAKES PLAT 3, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA.

AND

THE SOUTHEASTERLY 25.00 FEET OF THE SOUTHWESTERLY 33.72 FEET OF LOT 30, CROSSROADS AT THE LAKES PLAT 3, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA.

AND

THE SOUTHEASTERLY 25.00 FEET OF LOT 31 EXCEPT THE SOUTHWESTERLY 10.00 FEET THEREOF, CROSSROADS AT THE LAKES PLAT 3, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA.

AND

THE SOUTHEASTERLY 25.00 FEET OF LOT 32 EXCEPT THE NORTHEASTERLY 10.00 FEET THEREOF, CROSSROADS AT THE LAKES PLAT 3, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA.

AND

THAT PART OF LOT 39, CROSSROADS AT THE LAKES PLAT 3, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA, LYING EAST OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 39; THENCE SOUTH 89°58'45" WEST ALONG THE NORTHERLY LINE OF SAID LOT 39, A DISTANCE OF 22.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°02'48" EAST, 45.77 FEET; THENCE SOUTH 03°02'31" WEST, 58.82 FEET TO THE SOUTHERLY LINE OF SAID LOT 39 AND THE POINT OF TERMINUS. SAID EASEMENT CONTAINS 0.06 ACRES (2,505 SQUARE FEET).

AND

THE SOUTHWESTERLY 15.00 FEET OF LOT 42, CROSSROADS AT THE LAKES PLAT 3, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA

AND

THE NORTHEASTERLY 15.00 FEET OF LOT 43, CROSSROADS AT THE LAKES PLAT 3,
AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA.

**DECLARATION OF PRIVATE STORM WATER
DETENTION EASEMENT**

Preparer Information:

Lisa R. Wilson
Wilson & Egge, P.C.
222 N.W. Sunrise Drive
Waukee, Iowa 50263
(515) 369-2502

Return Document To:

Lisa R. Wilson
Wilson & Egge, P.C.
222 N.W. Sunrise Drive
Waukee, Iowa 50263
(515) 369-2502

Declarant:

Kimberley Development Corporation a/k/a William Kimberley Development Corporation

Legal Description:

Lots 35 through 43, inclusive, in Crossroads at the Lakes Plat 3, an Official Plat, now included in and forming a part of the City of Polk City, Polk County, Iowa.

DECLARATION OF PRIVATE STORM WATER
DETENTION EASEMENT

This Declaration of Private Storm Water Detention Easement (“Declaration”) is made this 12 day of September, 2023, by Kimberley Development Corporation a/k/a William Kimberley Development Corporation, an Iowa corporation (the “Declarant”).

RECITALS

A. Declarant is the owner of real property in Polk City, Polk County, Iowa, legally described as follows:

Lots 35 through 43, inclusive, in Crossroads at the Lakes Plat 3, an Official Plat, now included in and forming a part of the City of Polk City, Polk County, Iowa.

B. To comply with City requirements in connection with the subdivision of Crossroads at the Lakes Plat 3, the Declarant desires to establish a certain private storm water detention easement over a portion of the Property for the benefit of certain owners in Crossroads at the Lakes Plat 3.

DECLARATION

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby declares as follows:

1. Definitions. All capitalized terms used in this Declaration shall, unless otherwise defined elsewhere in this Declaration, have the following meanings:

“Association” shall mean Crossroads at The Lakes Homeowners’ Association, Inc.

“City” means the City of Polk City, Iowa.

“Lot” means lot(s) 35 through 43, existing after the filing of record of the final plat of Crossroads at the Lakes Plat 3.

“Property” means Lots 35 through 43 existing after the filing of record of the final plat of Crossroads at the Lakes Plat 3.

“Owner(s)” means the record titleholder(s) of the Property, or any portion thereof.

2. Grant of Private Storm Water Detention Easement. Declarant hereby establishes a perpetual, non-exclusive, easement over, across and through the property set forth in Exhibit “A” attached hereto (“Easement Area”), for the purpose of constructing, reconstructing, repairing, replacing, enlarging and maintaining private storm water detention, together with the necessary appurtenances thereto.

3. Maintenance. The owner or occupant of the Lot shall keep and preserve that portion of the Easement Area within his/her property in good repair and condition at all times, and shall remove all dead trees, shrubs, brush and trash which might obstruct or impede the flow of surface water.

4. Erection of Structures Prohibited. No fence, obstruction or other structure shall be erected or placed under, over, on, through, across or within the Easement Area without obtaining the prior written

consent of the Declarant or the City.

5. Restoration of Property. Upon completion of any construction, reconstruction, repair, enlargement or maintenance of the Easement Area, the party completing such construction, reconstruction, repair, enlargement or maintenance shall restore the Easement Area after exercising his/her rights hereunder to a condition substantially similar to that prior to any construction, reconstruction, replacement, repair or maintenance thereof.

6. Enforcement. Any Owner, the Association, Declarant or the City may enforce this Declaration by seeking injunctive relief, specific performance or any other remedy available at law or in equity. In the event of litigation to enforce or interpret the terms of this Declaration, the prevailing party shall be entitled to recover its costs of litigation, including, without limitation, reasonable attorney's fees.

7. Binding Effect; No Public Grant. This Declaration shall run with the land, and shall inure to the benefit of, and be binding upon, the parties hereto and their successors and assigns. The easement rights and dedications created hereby are not for the benefit of the public generally and nothing herein shall be construed as a dedication to the public.

8. Amendment. Any change or amendment to this Declaration shall be effective only if it is in writing and signed by the Association and the City. Notwithstanding the foregoing, Declarant shall have the sole right to amend this Declaration so long as it owns any lot or outlot in Crossroads at the Lakes Plat 3.

9. Waiver. Any failure, forbearance, delay or omission to exercise any rights under this Declaration in the event of a breach of any term of this Declaration shall not be deemed to be a waiver by any party of such term or any subsequent breach of the same or any other term, or of any rights of any party under the terms of this Declaration.

10. Severability. If any provision of this Declaration, or the application of it to any circumstance, is found to be invalid, the remainder of the provisions of this Declaration, or the application of such provision to other circumstances than those to which it is found to be invalid, as the case may be, shall not be affected.

IN WITNESS WHEREOF, this Declaration has been made effective as of the date first above written.

-SIGNATURE PAGE TO FOLLOW-

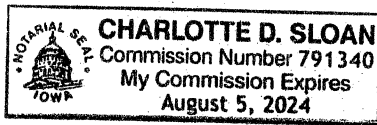
-SIGNATURE PAGE-

KIMBERLEY DEVELOPMENT CORPORATION
A/K/A WILLIAM KIMBERLEY DEVELOPMENT
CORPORATION

By: Jenna Kimberley
Jenna Kimberley, Vice President

STATE OF IOWA)
)
COUNTY OF Dallas)

This record was acknowledged before me on this 12 day of September, 2023, by Jenna Kimberley, Vice President of Kimberley Development Corporation a/k/a William Kimberley Development Corporation.



Charlotte D. Sloan
Notary Public in and for the State of Iowa

EXHIBIT "A"

A PART OF LOTS 35 THROUGH 38, CROSSROADS AT THE LAKES PLAT 3, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 35; THENCE SOUTH 00°02'48" EAST ALONG THE EASTERLY LINE OF SAID LOTS 35 THROUGH 38, A DISTANCE OF 539.29 FEET TO THE SOUTHEAST CORNER OF SAID LOT 38; THENCE SOUTH 89°58'45" WEST ALONG THE SOUTHERLY LINE OF SAID LOT 38, A DISTANCE OF 20.00 FEET; THENCE NORTH 01°34'00" WEST, 40.44 FEET; THENCE NORTH 07°05'19" WEST, 99.65 FEET; THENCE NORTH 11°01'02" WEST, 65.07 FEET; THENCE NORTH 02°50'27" EAST, 51.06 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 50.00 FEET, WHOSE ARC LENGTH IS 33.18 FEET AND WHOSE CHORD BEARS NORTH 16°10'14" WEST, 32.58 FEET; THENCE NORTH 35°10'55" WEST, 124.35 FEET TO THE NORTHERLY LINE OF SAID LOT 35; THENCE NORTH 39°04'41" EAST ALONG SAID NORTHERLY LINE, 196.06 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.64 ACRES (28,085 SQUARE FEET).

AND

A PART OF LOTS 39 THROUGH 43, CROSSROADS AT THE LAKES PLAT 3, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 41; THENCE SOUTH 80°14'47" WEST ALONG THE SOUTHERLY LINE OF SAID LOTS 41 AND 42, A DISTANCE OF 144.34 FEET; THENCE SOUTH 66°04'20" WEST ALONG THE SOUTHERLY LINE OF SAID LOTS 42 AND 43, A DISTANCE OF 105.54 FEET TO THE SOUTHWEST CORNER OF SAID LOT 43; THENCE NORTH 30°18'59" WEST ALONG THE WESTERLY LINE OF SAID LOT 43, A DISTANCE OF 24.05 FEET; THENCE NORTH 53°23'24" EAST, 94.93 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 43; THENCE NORTH 43°38'57" EAST, 94.86 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 42; THENCE NORTH 31°00'19" EAST, 125.15 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 41; THENCE NORTH 10°12'27" EAST, 124.13 FEET; THENCE NORTH 89°57'12" EAST, 23.50 FEET TO THE EASTERLY LINE OF SAID LOT 39; THENCE SOUTH 00°02'48" EAST ALONG THE EASTERLY LINE OF SAID LOTS 39 AND 40, A DISTANCE OF 99.96 FEET; THENCE SOUTH 00°14'08" WEST ALONG THE EASTERLY LINE OF SAID LOTS 40 AND 41, A DISTANCE OF 208.25 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.68 ACRES (29,522 SQUARE FEET).

**SECOND AMENDMENT TO DECLARATION OF RESIDENTIAL COVENANTS,
CONDITIONS AND RESTRICTIONS FOR CROSSROADS AT THE LAKES PLAT 2**

Preparer Information:

Lisa R. Wilson
222 N.W. Sunrise Drive
Waukee, Iowa 50263
(515) 369-2502

Taxpayer Information:

N/A

Return Document To:

Wilson & Egge, P.C.
222 N.W. Sunrise Drive
Waukee, Iowa 50263

Grantor:

Kimberley Development Corporation

Grantee:

N/A

Legal Description:

Lots One (1) through Thirty-eight (38), inclusive, in Crossroads at the Lakes Plat 2, an Official Plat, now included in and forming a part of the City of Polk City, Polk County, Iowa AND Lots One (1) through Forty-three (43), inclusive, in Crossroads at the Lakes Plat 3, an Official Plat, now included in and forming a part of the City of Polk City, Polk County, Iowa.

Document or instrument number of previously recorded documents:

Book 17514, Page 643; Book 18274, Page 857

**SECOND AMENDMENT TO DECLARATION OF RESIDENTIAL COVENANTS,
CONDITIONS AND RESTRICTIONS FOR CROSSROADS AT THE LAKES PLAT 2**

THIS SECOND AMENDMENT TO DECLARATION is made this 12 day of September, 2023.

WHEREAS, a Declaration of Residential Covenants, Conditions and Restrictions for Crossroads at the Lakes Plat 2 was executed on August 20, 2019, by Kimberley Development Corporation, an Iowa corporation ("Declarant") and filed of record in Polk County, Iowa, on September 26, 2019 in Book 17514, Page 643, as amended by a First Amendment to Declaration filed December 28, 2020 in Book 18274, Page 857 ("Declaration").

WHEREAS, the undersigned Declarant, pursuant to rights granted under Article X of the Declaration as filed, has the right to annex additional land to the terms of the Declaration.

WHEREAS, Declarant desires to subject Lots 1 through 43 in Crossroads at the Lakes Plat 3 to the terms of the Declaration.

NOW, THEREFORE, the undersigned Declarant does hereby modify the Declaration as follows:

1. "Lot" as defined in Article I(M) of the Declaration is amended to include the following described real estate:

Lots 1 through 43, inclusive, in Crossroads at the Lakes Plat 3.

2. Any general references in the Declaration to "Crossroads at the Lakes" and "Crossroads at the Lakes Plat 2" shall include lots in "Crossroads at the Lakes Plat 3", as may be applicable.

3. In all other respects, the Declaration shall remain unaffected and be enforceable as filed.

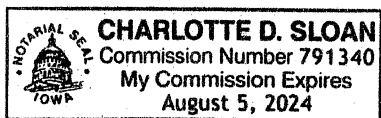
Dated on this day and year first written above.

KIMBERLEY DEVELOPMENT CORPORATION,
DECLARANT

By: Jenna Kimberley
Jenna Kimberley, Vice President

STATE OF IOWA)
) ss:
COUNTY OF Dallas)

This record was acknowledged before me on this 12 day of September, 2023, by Jenna Kimberley, Vice President of Kimberley Development Corporation.



[Signature]
Notary Public in and for the State of Iowa

PRELIMINARY PLAT REVIEW

Date: September 15, 2023

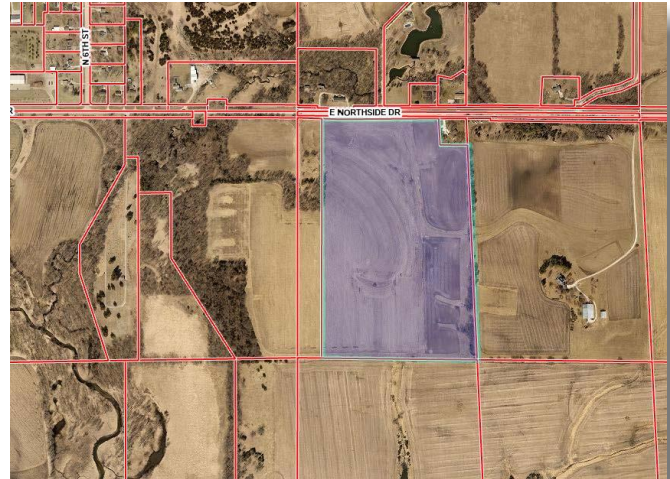
Prepared by: Kathleen Connor
Travis Thornburgh, P.E.

Project: Monarch Crossing

Project No. 123.1076.01

GENERAL INFORMATION:

Owner/ Developer	North Polk Estates
Requested Action:	Approval of Preliminary Plat
Location	South side of E. Northside Drive, east of Big Creek Ridge
Size:	47.04 acres
Zoning:	R-1
Proposed Use:	54 single family lots, 1 lot for future trail, and 2 outlots for detention



PROJECT BACKGROUND & DESCRIPTION:

On September 12, 2022, the City Council approved a rezoning request for this property, changing the subject property’s zoning to R-1. This Preliminary Plat is in general conformance with the requirements of the R-1 zoning district. Monarch Crossing will include 54 single family lots ranging in size from 0.44 acres to 1.51 acres. The plat also includes one lot that will be owned by the city designed to accommodate a future recreational trail that will connect to the future trail in Big Creek Commons at E Northside Drive, and eventually extend south to connect to the future trail in Antler Ridge at E. Southside Drive. Two outlots will be developed with wet bottom ponds that will accommodate detention basins. These outlots will be owned and maintained by a Homeowners’ Association with the Stormwater Management Facility Easement and Maintenance Covenant addressing maintenance responsibilities for the ponds and outlet structures.

This subdivision is located in the NE Trunk Sewer District and will to the proposed E. Northside Drive sanitary sewer extension being constructed by the developer of Big Creek Ridge, so the timing of this plat’s construction will depend on that developer’s schedule. This developer will be required to pay the \$2,820.00 per-acre connection fee for the NE Trunk Sewer at the time of final platting.

The public improvements associated with this plat include Monarch Drive, which is a through, north/south collector street that will eventually extend to E. Southside Drive. Arbor Avenue is a through, east/west local street that will connect to Big Creek Ridge on the west and to the east plat boundary for future extension. NE 11th Court will be a short street that terminates in a cul-de-sac at each end of the street. A traffic impact study is not required for this subdivision. At the time of final

platting, the developer will be required to pay their share of future improvements to E. Northside Drive,

In addition to streets, the public improvements include associated public storm sewers, sanitary sewers, water main and services. The sanitary sewer on Arbor Avenue will eventually serve the Schlife and Stone properties to the east. Easements will be provided for the future NE Trunk Sewer which will serve the remainder of the NE Trunk Sewer District, including the Brill property.

The developer will dedicate Lot D for a future trail. This lot will be 15' wide where it straddles the east property line and will be 30' wide at the trail approached E. Northside Drive. The donation of this lot will fulfill the bulk of the parkland dedication for this subdivision. The remainder, if any, will be a fee equal to the fair market value of the land which shall be determined at the time of final platting for Monarch Crossing Plat 2.

ISSUES:

The developer has submitted a request to waive the 1,320 feet maximum block length due to the large size of the lots in this subdivision. The subdivision has 13 contiguous lots fronting on Monarch Drive between Arbor Avenue and E. Northside Drive. This is fewer than a typical R-1 subdivision with 80' wide lots with 16 contiguous lots. In addition, the longer block length also conforms to the easterly extension of Arbor Avenue through this plat from Big Creek Ridge.

REVIEW COMMENTS:

All staff review comments were addressed on Submittal #3.

RECOMMENDATION:

Based on the foregoing, including P&Z's concurrence with the request to waive the maximum block length and accommodation of the future NE Trunk Sewer into the plat, staff recommends approval of the Preliminary Plat for Monarch Crossing will be subject to the following:

1. The conceptual design of the future NE trunk sewer being reviewed in more detail as part of the review of Construction Drawings.
2. The developer shall sign a Development Agreement defining their responsibility for future improvements prior to approval of the construction drawings for the first phase of development. The developer's responsibility for E. Northside Drive shall be equal to the estimated cost of 3.5' of 9" HMA widening, with associated curb, along the entire frontage of this development, to be paid in full at the time of final platting of Monarch Crossing Plat 1. The developer's responsibility for the NE Trunk Sewer shall be a per-acre fee, based on the area being final platted for each phase of development. The developer's responsibility for ½ the cost of the 10' trail on the north side of Lot 1 and Outlot Y shall be paid in conjunction with the Final Plat of Monarch Crossing Plat 1.
3. The developer shall be responsible for acquiring all off-site easements from the abutting property owners prior to approval of the applicable construction drawings. Permanent

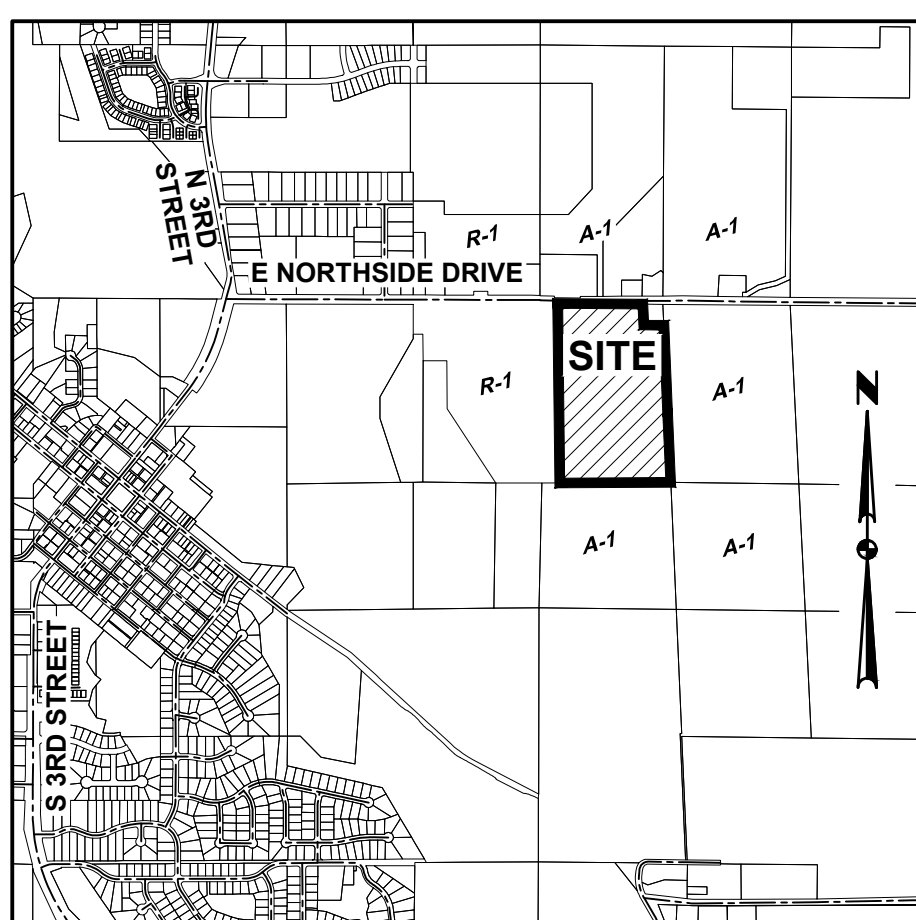
easements shall be on Polk City's standard form of document and shall be recorded prior to the start of constructions.

4. All professional billings being paid in full to the City of Polk City.

PRELIMINARY PLAT FOR: MONARCH CROSSING

POLK CITY, IOWA

VICINITY MAP (1" = 2000')



POLK CITY, IOWA

OWNER / DEVELOPER

NORTH POLK ESTATES
6601 WESTOWN PARKWAY, STE 200
WEST DES MOINES, IA 50266
CONTACT: SCOTT GROWDON
PH: (515) 778-4634

ENGINEER / SURVEYOR

CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
CONTACT: ERIN OLLENDIKE
EMAIL: ERINO@CDA-ENG.COM
PH. (515) 369-4400
FX. (515) 369-4410

BENCHMARKS

- BURY BOLT ON HYDRANT @ NW CORNER OF HIGHWAY 415 & S 3RD STREET. ELEVATION=932.84
- FOUND MICRO "MAG" NAIL AT NE CORNER OF SECTION 1-80-25. ELEVATION=884.14

PRELIMINARY PLAT DESCRIPTION

WARRANTY DEED BOOK 19530, PAGE 980

THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA EXCEPT A PARCEL OF LAND WHICH WAS PREVIOUSLY CONVEYED BY CORRECTION WARRANTY DEED RECORDED IN BOOK 4325 AT PAGE 361, AND EXCEPT THE WEST 185 FEET OF SAID PROPERTY PURSUANT TO PARCEL 2023-53 OF PLAT OF SURVEY FILED APRIL 27, 2023 AND RECORDED IN BOOK 19457 AT PAGE 595.

DEVELOPMENT SUMMARY

TOTAL PLAT AREA:
47.04 AC (2,049,278 SF)

ZONING & BULK REGULATIONS

EXISTING ZONING:
R-1 SINGLE FAMILY DETACHED RESIDENTIAL DISTRICT

BULK REGULATIONS
MINIMUM LOT AREA: 10,000 SF
MINIMUM LOT WIDTH: 80'
FRONT YARD SETBACK: 35'
SIDE YARD SETBACK (MINIMUM ON ONE SIDE): 8'
REAR YARD SETBACK: 35'

PARKLAND DEDICATION

REQUIRED:
54 SINGLE FAMILY LOTS X 995.95 SF/LOT = 53,781 SF (1.23 AC)

PROVIDED:
= 51,012 SF (1.17 AC)

CONSTRUCTION SCHEDULE (PHASE 1)

ANTICIPATED START DATE: FALL 2023
ANTICIPATED FINISH DATE: SUMMER 2024

POTENTIAL CONSTRUCTION SCHEDULE (PHASE 2)

ANTICIPATED START DATE: SPRING 2025
ANTICIPATED FINISH DATE: FALL 2025

LEGEND

FEATURES

PROPOSED

GROUND SURFACE CONTOUR

TYPE SW-501 STORM INTAKE

TYPE SW-502 STORM INTAKE

TYPE SW-503 STORM INTAKE

TYPE SW-505 STORM INTAKE

TYPE SW-506 STORM INTAKE

TYPE SW-512 STORM INTAKE

TYPE SW-513 STORM INTAKE

TYPE SW-401 STORM MANHOLE

TYPE SW-402 STORM MANHOLE

FLARED END SECTION

TYPE SW-301 SANITARY MANHOLE

STORM/SANITARY CLEANOUT

WATER VALVE

FIRE HYDRANT ASSEMBLY

SIGN

DETECTABLE WARNING PANEL

SANITARY SEWER WITH SIZE

STORM SEWER WITH SIZE

WATERMAIN WITH SIZE

SURVEY

SECTION CORNER

1/2" REBAR, RED CAP #19968

(UNLESS OTHERWISE NOTED)

ROW MARKER

ROW RAIL

PLATTED DISTANCE

MEASURED BEARING & DISTANCE

RECORDED AS

DEED DISTANCE

CALCULATED DISTANCE

CURVE ARC LENGTH

MINIMUM 100 YEAR FLOOD

PROTECTION ELEVATION

CENTERLINE

SECTION LINE

1/4 SECTION LINE

1/4 1/4 SECTION LINE

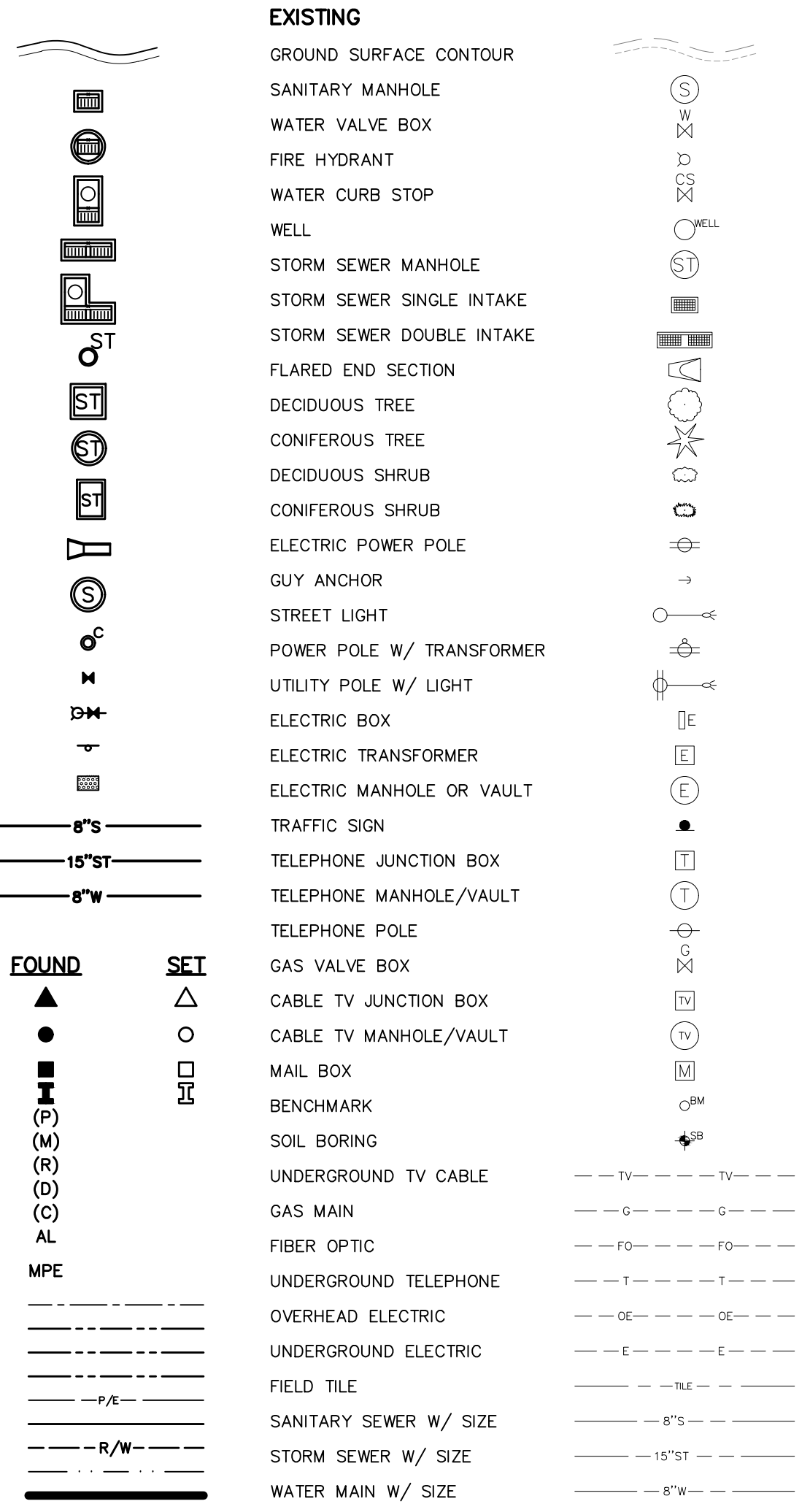
EASEMENT LINE

LOT LINE

RIGHT OF WAY

BUILDING SETBACK

PLAT BOUNDARY



NOTES

- OUTLOTS 'Y' & 'Z' TO BE DEDICATED TO THE HOMEOWNER'S ASSOCIATION & SHALL BE USED FOR STORM WATER DETENTION.
- CONTRACT FOR STREET LIGHTING SHALL BE EXECUTED WITH FINAL PLAT.
- STREET LIGHTS SHALL BE ON THE SAME SIDE OF STREET AS WATER MAIN.
- CONTRACT FOR ELECTRIC DISTRIBUTION SYSTEM SHALL BE EXECUTED WITH FINAL PLAT.
- WATER AND SANITARY SEWER SHALL BE PROVIDED BY THE CITY OF POLK CITY.
- NO LOTS WITHIN THIS PLAT SHALL BE PERMITTED TO HAVE A DRIVEWAY OFF E NORTHSIDE DRIVE.
- A HOMEOWNER'S ASSOCIATION SHALL BE ESTABLISHED AT THE TIME OF FINAL PLATTING AND SHALL INCLUDE ALL LOTS WITHIN THE PLAT.
- SUBDRAINS OR STORM SEWER SHALL BE PROVIDED ON BOTH SIDES OF ALL STREETS.
- THE MINIMUM OPENING ELEVATION (M.O.E.) SHALL BE THE ELEVATION OF THE LOWEST OPENING.
- ALL UTILITY SERVICES SHALL BE UNDERGROUND.
- A GEOTECHNICAL REPORT WILL BE SUBMITTED WITH THE CONSTRUCTION DRAWINGS.
- THE DEVELOPER WILL SATISFY PARKLAND DEDICATION VIA LAND DEDICATION (LOT D) AND A PARKLAND DEDICATION FEE. THE FEE WILL BE DETERMINED BASED ON FAIR MARKET VALUE OF PARKLAND AND OTHER CONSIDERATIONS AS DETERMINED BY THE CITY MANAGER AT THE TIME OF FINAL PLATTING.
- ONLY ONE DRIVEWAY IS PERMITTED PER LOT.
- ALL PROPOSED IMPROVEMENTS WILL BE CONSTRUCTED IN TWO PHASES.
- A HOMEOWNER'S ASSOCIATION WILL BE ESTABLISHED AT THE TIME OF FINAL PLATTING & WILL BE RESPONSIBLE FOR MANAGEMENT & ANNUAL INSPECTION OF ALL PROPOSED DETENTION BASINS.
- A FULL STORMWATER MANAGEMENT PLAN WILL BE SUBMITTED WITH THE CONSTRUCTION DRAWINGS.
- 54 SINGLE FAMILY LOTS & 3 OUTLOTS ARE BEING PROPOSED FOR THIS SUBDIVISION. SINGLE FAMILY LOTS RANGE IN SIZE FROM 0.44 AC TO 1.51 AC. OUTLOTS RANGE IN SIZE FROM 1.14 AC TO 1.63 AC.
- NO LOT LOCATED WITHIN THIS SUBDIVISION SHALL BE SUBDIVIDED WITHOUT PRIOR APPROVAL OF THE CITY COUNCIL.
- THE DEVELOPER WILL BE REQUIRED TO SIGN A DEVELOPMENT AGREEMENT REGARDING RESPONSIBILITY AND COST FOR 3.5' OF PCC CURB AND GUTTER ALONG THE ENTIRE E. NORTHSIDE DRIVE FRONTAGE.
- A WAIVER SHALL BE REQUESTED FOR EXCEEDING THE MINIMUM 1,320 LF BLOCK LENGTH.
- HOMEOWNERS ASSOCIATION WILL BE RESPONSIBLE FOR THE MAINTENANCE OF THE MONUMENT SIGN.
- THE DEVELOPER SHALL BE RESPONSIBLE FOR ACQUIRING ALL NECESSARY OFF-SITE EASEMENTS FROM ADJACENT PROPERTY OWNERS, ON POLK CITY'S STANDARD FORM, PRIOR TO APPROVAL OF THE CONSTRUCTION DRAWINGS.
- ANY FARM FENCING LOCATED ON THE PROPERTY SHALL BE REMOVED.
- DEVELOPER IS RESPONSIBLE FOR PAVING 5' OF THE 10' TRAIL ALONG THE NORTH SIDE OF LOT 1 AND OUTLOT 'Y'. TIMING AND COST SHARING TO BE DETERMINED BY CITY.
- THE PROPERTY OWNER/DEVELOPER UNDERSTANDS THAT DEVELOPMENT OF THIS PROPERTY IS DEPENDENT UPON PRIOR CONSTRUCTION OF THE E. NORTHSIDE DRIVE SANITARY SEWER EXTENSION TO THE WEST PLAT BOUNDARY. IF THIS PROPERTY OWNER/DEVELOPER WISHES TO DEVELOP THIS PARCEL PRIOR TO THE COMPLETION OF E. NORTHSIDE DRIVE SANITARY SEWER EXTENSION, SAID EXTENSION WILL BE THE SOLE RESPONSIBILITY OF THIS APPLICANT/PROPERTY OWNER.
- DEVELOPER SHALL BE RESPONSIBLE FOR PAYING THE NE TRUNK SEWER HOOK-UP FEE. THIS FEE WILL BE BASED ON THE AREA BEING FINAL PLATTED BUT EXCLUDING OUTLOT RESERVED FOR PHASE 2 CONSTRUCTION.

COMMENT: ENR
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 PLOTTED BY: ERIN OLLENDIKE
 DATE: 9/14/2023 9:17 AM

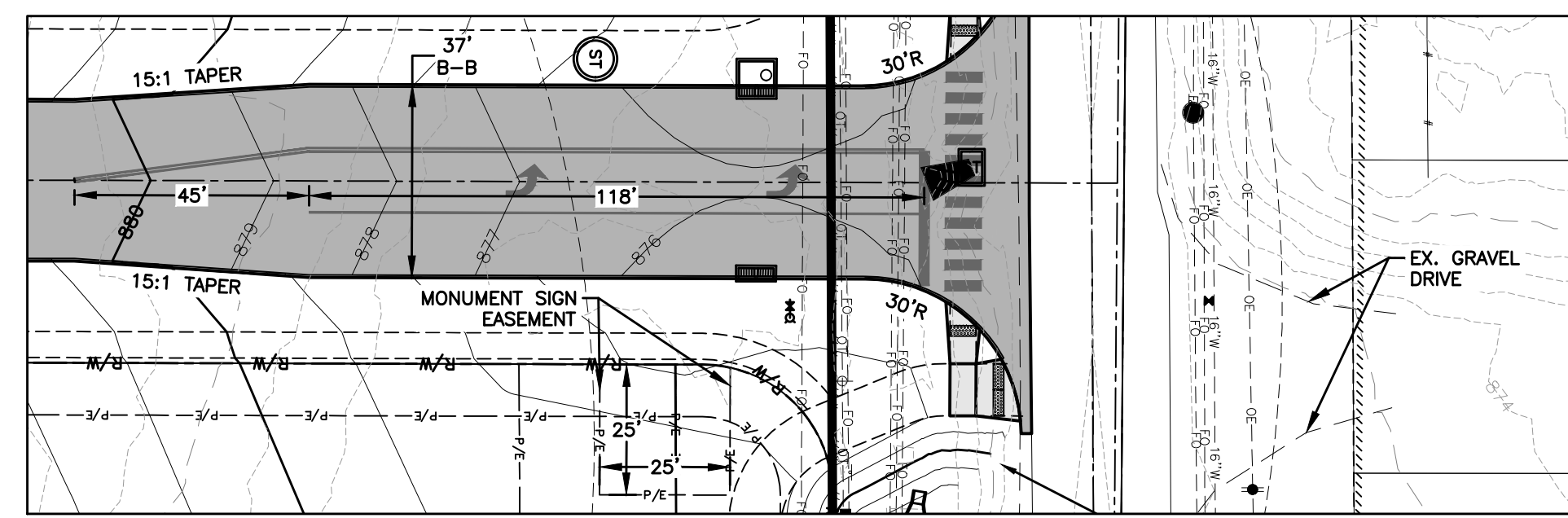
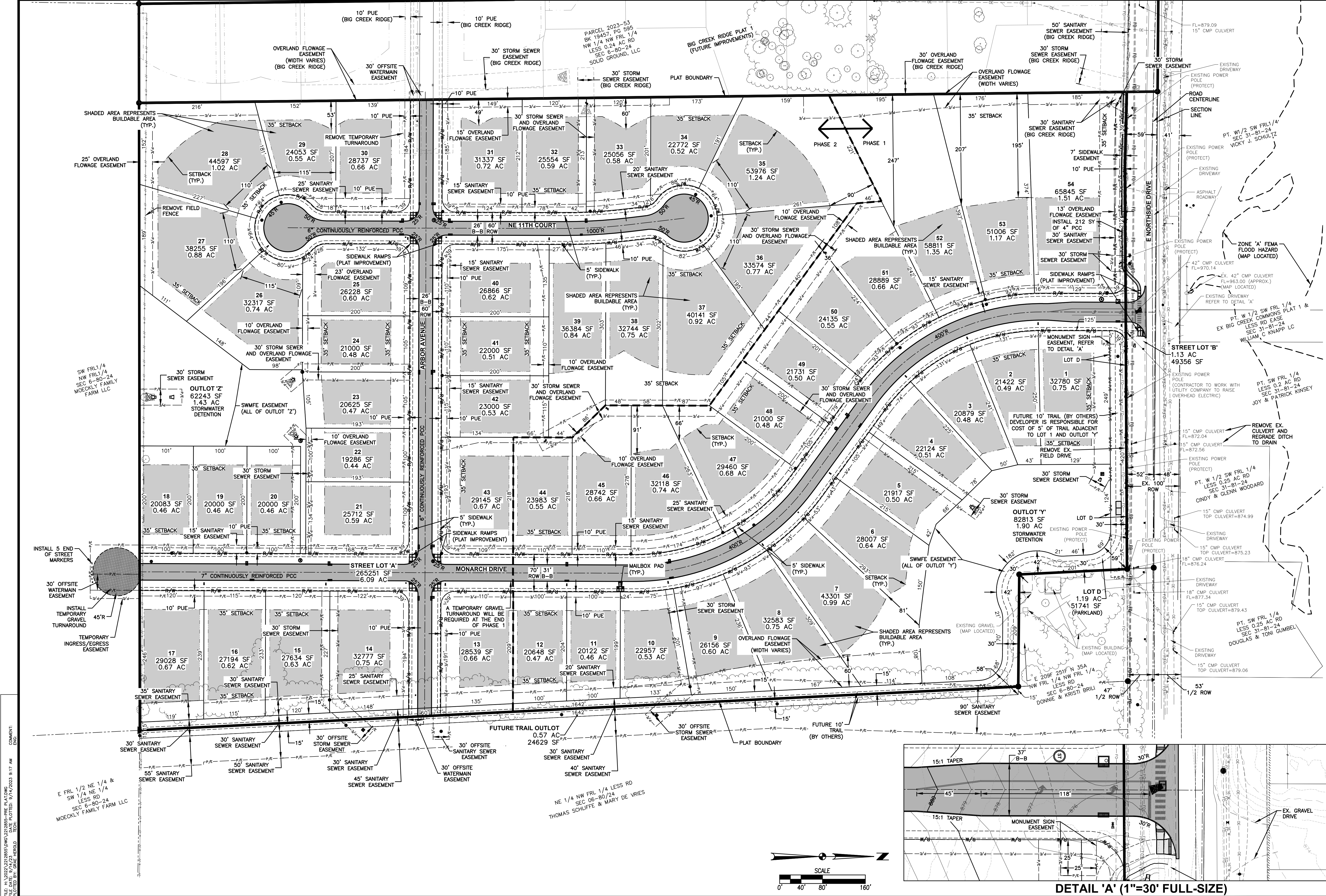
THE 2023 EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTAL SPECIFICATIONS, IF APPLICABLE, SHALL APPLY TO ALL WORK ON THIS PROJECT UNLESS OTHERWISE NOTED.

PRELIMINARY

NOT FOR CONSTRUCTION

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.
ERIN K. OLLENDIKE, P.E.
 LICENSE NUMBER 16926
 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023
 PAGES OR SHEETS COVERED BY THIS SEAL: ALL SHEETS

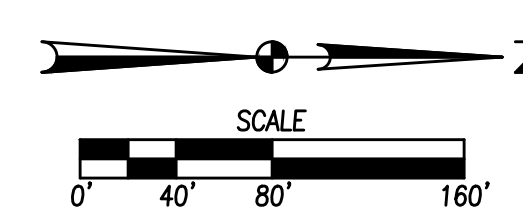
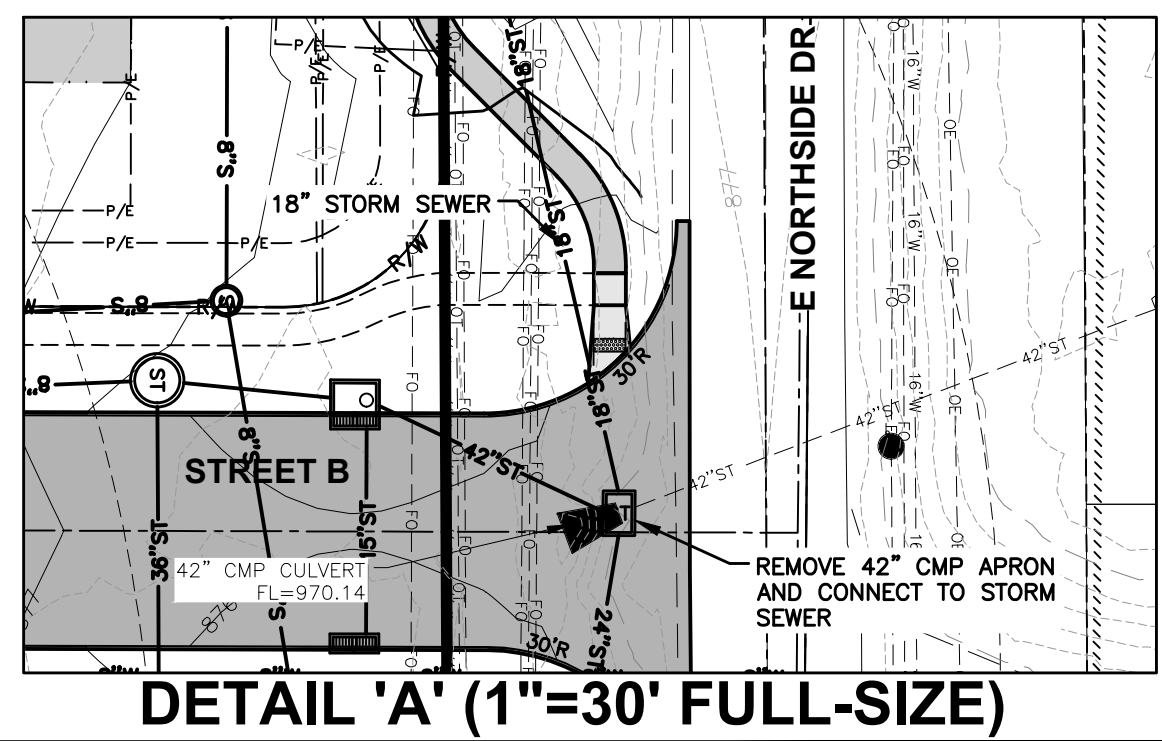
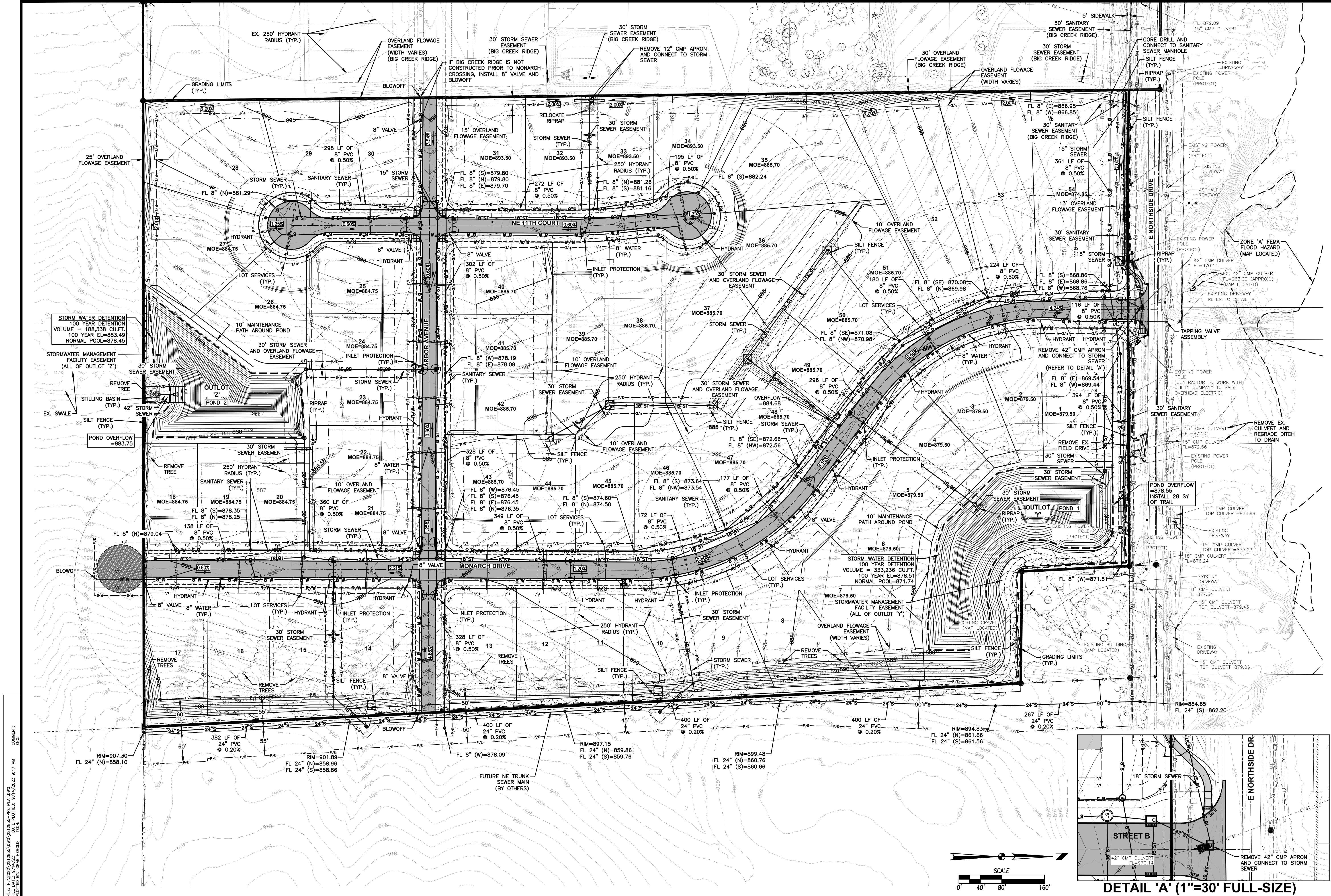
REVISIONS THIRD SUBMITTAL SECOND SUBMITTAL FIRST SUBMITTAL	DATE 09/14/2023 09/08/2023 08/23/2023	CIVIL DESIGN ADVANTAGE 4121 NW URBANDALE DRIVE URBANDALE, IA 50322 PHONE: (515) 369-4400 ENGINEER: EKO ENGINEER: JWM
MONARCH CROSSING PRELIMINARY PLAT		
POLK CITY, IOWA		



DETAIL 'A' (1"=30' FULL-SIZE)

COMMENTS:
 1. FILE: H:\2023\212855\212855-PRE PLAT.DWG
 2. DATE: 9/14/2023 9:17 AM
 3. PLOTTED BY: GAAE
 4. CHECKED BY: GAAE
 5. SCALE: AS SHOWN

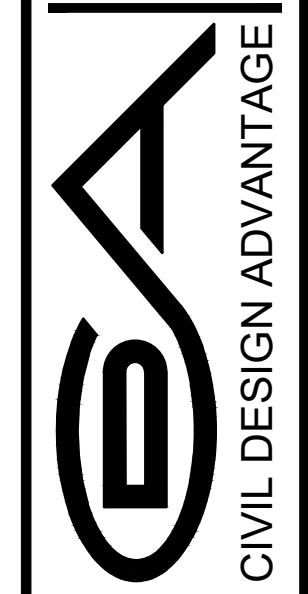
	DATE	09/14/2023
	THIRD SUBMITTAL	09/08/2023
	SECOND SUBMITTAL	08/23/2023
	MONARCH CROSSING PRELIMINARY PLAT	2 3
4121 NW URBANDALE DRIVE URBANDALE, IA 50322 PHONE: (515) 369-4400	ENGINEER: JWM	2212.855



COMMENT:
 DATE: 9/14/2023 9:17 AM
 PLOTTED BY: ARAE HEROLD
 FILE: H:\2022\2212855\2212855-PRE PLAT.DWG
 PLOTTED BY: ARAE HEROLD

DATE	REVISIONS
09/14/2023	THIRD SUBMITTAL
09/08/2023	SECOND SUBMITTAL
08/23/2023	FIRST SUBMITTAL

4121 NW URBANDALE DRIVE
 URBANDALE, IA 50322
 PHONE: (515) 369-4400
 ENGINEER: JWM



POLK CITY, IOWA
 CIVIL DESIGN ADVANTAGE

MONARCH CROSSING PRELIMINARY PLAT



CIVIL DESIGN ADVANTAGE L.L.C.

ENGINEERS, LANDSCAPE ARCHITECTS,
PLANNERS & SURVEYORS

September 8, 2023

Honorable Mayor, City Council Members and Planning & Zoning Commission
c/o Chelsea Huisman, City Manager
City of Polk City
112 Third Street
Polk City, Iowa 50226

RE: Monarch Crossing
Preliminary Plat

Honorable Mayor, City Council & Planning & Zoning Commission;

On behalf of North Polk Estates, we are pleased to submit herewith the Preliminary Plat for Monarch Crossing located at 1000 E. Northside Drive. The project has 54 Single-Family lots on approximately 47 acres.

We respectfully request your approval of the Preliminary Plat and a waiver of the 1,320 feet block length. Our block length is approximately 1,520 feet. We believe this difference is justified due to the larger lots and matching the proposed access location coming out of Big Creek Ridge to the west.

Sincerely,
CIVIL DESIGN ADVANTAGE, LLC

Erin K. Ollendike, PE

cc: Scott Growdon, North Polk Estates
Eric Bohnenkamp, ATI Group

RESOLUTION NO. 2023-115

A RESOLUTION APPROVING THE PRELIMINARY PLAT FOR MONARCH CROSSING

WHEREAS, North Polk Estates has submitted a Preliminary Plat for Monarch Crossing; and

WHEREAS, on September 18, 2023, the Polk City Planning and Zoning Commission met and recommended approval of the Preliminary Plat for Monarch Crossing including approval of extended block length and subject to completion of the City Engineer's review comments being satisfactorily addressed; and

WHEREAS, the City Engineer has reviewed the revised Preliminary Plat and finds that all review comments have been satisfactorily addressed and therefore recommends approval of said Preliminary Plat subject to the following:

- 1) The conceptual design of the future NE Trunk Sewer being reviewed in more detail as part of the review of Construction Drawings.
- 2) The developer shall sign a Development Agreement defining their responsibility for future improvement of E. Northside Drive prior to approval of the construction drawings for the first phase of development. The developer's responsibility shall be equal to the estimated cost of 3.5' of 9" HMA widening, with associated curb, along the entire frontage of this development, paid in full at the time of final platting.
- 3) The developer shall be responsible for acquiring all off-site easements from the abutting property owners prior to approval of the applicable construction drawings. Permanent easements shall be on Polk City's standard form of document and shall be recorded prior to the start of construction.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa hereby accepts the recommendations of the Planning and Zoning Commission and the City Engineer and deems it appropriate to approve the Preliminary Plat for Monarch Crossing including the approval of extended block length and subject to the following: 1) The conceptual design of the future NE Trunk Sewer being reviewed in more detail as part of the review of Construction Drawings. 2) The developer shall sign a Development Agreement defining their responsibility for future improvement of E. Northside Drive prior to approval of the construction drawings for the first phase of development. The developer's responsibility shall be equal to the estimated cost of 3.5' of 9" HMA widening, with associated curb, along the entire frontage of this development, paid in full at the time of final platting. 3) The developer shall be responsible for acquiring all off-site easements from the abutting property owners prior to approval of the applicable construction drawings. Permanent easements shall be on Polk City's standard form of document and shall be recorded prior to the start of construction.

PASSED AND APPROVED the 25 day September 2023.

Steve Karsjen, Mayor

ATTEST:

Jenny Coffin, City Clerk



City of Polk City, Iowa

City Council Agenda Communication

Date: 09/19/2023
To: Mayor and Council
From: Mike Schulte, Public Works Director

Subject: Demolition and Grading Costs for: 306 S. 3rd Street, 314 W. Wood Street, 305 W. Church Street, and 314 S 3rd Street

BACKGROUND: Now that Polk City has acquired the four properties listed above, we can start the final process of demolition. We have reached out to 3 contractors to quote the demolition of all four structures and complete cleanup of all trees, retaining walls and miscellaneous garbage on the properties. After demolition, the lots will be bare and graded with the soil that is on the property. Public Works will seed the area and finish the concrete work in the streets where utilities are disconnected once the demolition contractor is finished.

Below is a list of items that need to be completed. We received several bids for the work, and listed below is the lowest bid for each item that needs to be completed. Asbestos testing has been completed and paid for; with that information we were able to get a good estimate on asbestos removal which is scheduled.

<u>Item</u>	<u>Police Station Demo Total</u>
Asbestos Testing (Paid)	\$ 2,400.00
Utility Abandonment (4 Homes)	\$ 14,760.00
Utility abandonment Saw Cuts	\$ 3,000.00
Erosion Control	\$ 4,000.00
Disconnect of Central air units	\$ 1,500.00
Abandonment concrete repour	\$ 5,000.00
Asbestos Removal (2 Homes)	\$ 7,155.80
Demolition Work (4 Homes)	\$ <u>102,500.00</u>
	\$ 140,315.80

ALTERNATIVES: Do not approve the expenditures

FINANCIAL CONSIDERATIONS: Total cost is \$140,315.80 from the City Facilities Capital Fund.

RECOMMENDATION: I would recommend approval of this expenditure so we can move forward and have the project completed this fall. I have coordinated with the Fire Department, and they are unable to hold another live burn in this vicinity this calendar year. They could hold a live burn in the Spring (March or April) which could provide a cost savings of \$25,625 in demo costs. If we proceed with one live burn in the spring, the Fire Department could not burn in this vicinity again until Spring of 2025.

ORDINANCE NO. 2023-9600

**AN ORDINANCE AMENDING CHAPTER 69 PARKING REGULATIONS,
SECTION 69.11 SNOW ORDINANCE**

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

Section 1. Chapter 69, of the Polk City Code of Ordinances; Parking Regulations, Section 69.12, Winter Parking, is hereby amended by deleting said section and inserting the following:

69.12 SNOW ORDINANCE. To facilitate snow and ice removal operations, the Police Chief or his/her designee may declare the Snow Ordinance to be in effect. No person shall park, abandon, or leave unattended any vehicle on any public street, alley or on-street parking within the City when the Snow Ordinance is in effect. No person shall park, abandon, or leave unattended any vehicle on any parking spaces within the Town Square business district from 2 a.m. to 6 a.m. when the Snow Ordinance is in effect. Violation of this section shall result in a scheduled fine as set forth in Chapter 70 of this Code.

Section 3. All Ordinances or parts of any Ordinance in conflict with the provisions of this Ordinance are hereby repealed to the extent of the conflict.

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

PASSED AND APPROVED this ____ of _____ 2023.

Steve Karsjen, Mayor

ATTEST:

Jenny Coffin, City Clerk

First Reading:

Second Reading:

Third Reading: __

Date Adopted: __

Date of Publication:



City of Polk City, Iowa City Council Agenda Communication

Date: September 11, 2023
To: Mayor Karsjen & City Council
From: Chief Jeremy Siepker
Subject: Update Municipal Code 69.12 Snow Ordinance

BACKGROUND: The following is a proposal to update the language in the Winter Parking Municipal Code 69.12. I have been finding that the current language has caused confusion and misinterpretation for many and it limits our ability to enforce a parking ban if the snow accumulation has not yet reached one inch and public works has already begun removal efforts.

I recommend that we change the current Winter Parking code to read as follows:

69.12 SNOW ORDINANCE. To facilitate snow and ice removal operations, the Police Chief or his/her designee may declare the Snow Ordinance to be in effect. No person shall park, abandon, or leave unattended any vehicle on any public street, alley or on-street parking within the City when the Snow Ordinance is in effect. No person shall park, abandon, or leave unattended any vehicle on any parking spaces within the Town Square business district from 2 a.m. to 6 a.m. when the Snow Ordinance is in effect. Violation of this section shall result in a scheduled fine as set forth in Chapter 70 of this Code.

ALTERNATIVES: Do not make any changes to the current chapter 69.12 code.

FINANCIAL CONSIDERATIONS: There are no financial considerations in the recommendation.

RECOMMENDATION: It is my recommendation to update the language to chapter 69.12 Snow Ordinance as outlined above.



City of Polk City, Iowa

City Council Agenda Communication

Date: September 25, 2023 City Council Meeting
To: Mayor Steve Karsjen & City Council
From: Chelsea Huisman, City Manager

Subject: Liquor Licenses and Wine and Beer Permits Ordinance

BACKGROUND: On Monday the City Council will review a 2nd reading for a proposed amendment to Chapter 120 Liquor Licenses and Wine and Beer Permits Ordinance. The changes are reflective of new state legislation.

With the new State re-organization bill, that went into effect July 1st, one change reflected in the proposed Ordinance is what State Department handles review and approval of the licenses and permits. Prior to July 1st, the Department of Commerce handled these matters, and now it will be the Iowa Department of Revenue.

The other modifications are related to allowing minors to serve alcohol and the regulations surrounding that change. Minors under the age of 18 can now serve alcohol in the State of Iowa.

ALTERNATIVES: Do not approve the Ordinance

FINANCIAL CONSIDERATIONS: There are no financial considerations for this amendment to the Ordinance.

RECOMMENDATION: It is my recommendation that the Council approve the 2nd reading of an Ordinance related to Liquor Licenses and Wine and Beer Permits.

ORDINANCE NO. 2023-9400

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF POLK CITY, IOWA, BY AMENDING PROVISIONS PERTAINING TO LIQUOR LICENSES AND CIGARETTE AND TOBACCO PERMITS

Be It Enacted by the City Council of the City of Polk City, Iowa:

SECTION 1. SECTION MODIFIED. Section 120.04 of the Code of Ordinances of the City of Polk City, Iowa, is repealed and the following adopted in lieu thereof:

120.04 ACTION BY COUNCIL. The Council shall either approve or disapprove the issuance of a retail alcohol license, shall endorse its approval or disapproval on the application, and shall forward the application with the necessary fee and bond, if required, to the Iowa Department of Revenue.

(Code of Iowa, Sec. 123.32[2])

SECTION 2. SECTION MODIFIED. Section 120.05 of the Code of Ordinances of the City of Polk City, Iowa, is repealed and the following adopted in lieu thereof:

120.05 PROHIBITED SALES AND ACTS. A person holding a retail alcohol license and the person's agents or employees shall not do any of the following:

1. Sell, dispense, or give to any intoxicated person, or one simulating intoxication, any alcoholic beverage.

(Code of Iowa, Sec. 123.49[1])

2. Sell or dispense any alcoholic beverage on the premises covered by the license or permit its consumption thereon between the hours of 2:00 a.m. and 6:00 a.m. on any day of the week.

(Code of Iowa, Sec. 123.49[2b])

3. Sell alcoholic beverages to any person on credit, except with a bona fide credit card. This provision does not apply to sales by a club to its members, to sales by a hotel or motel to bona fide registered guests, or to retail sales by the managing entity of a convention center, civic center, or events center.

(Code of Iowa, Sec. 123.49[2c])

4. Employ a person under 18 years of age in the sale or serving of alcoholic beverages for consumption on the premises where sold, except as follows:

A. Definitions. For use in this subsection the following terms are defined as follows:

(1) "Bar" means an establishment where one may purchase alcoholic beverages for consumption on the premises and in which the serving of food is only incidental to the consumption of those beverages.

(Code of Iowa, Sec. 142D.2[1])

(2) "Restaurant" means eating establishments, including private and public school cafeterias, which offer food to the public, guests, or employees, including the kitchen and catering facilities in which food is prepared on the premises for serving elsewhere, and including a bar area within a restaurant.

(Code of Iowa, Sec. 142D.2[17])

B. This subsection shall not apply if the employer has, on file, written permission from the parent, guardian, or legal custodian of a person 16 or 17 years of age for the person to sell or serve alcoholic beverages for consumption on the premises where sold. However, a person 16 or 17 years of age shall not work in a bar as defined in Paragraph A.

(1) The employer shall keep a copy of the written permission on file until the person is either 18 years of age or no longer engaged in the sale of or serving alcoholic beverages for consumption on the premises where sold.

(2) If written permission is on file in accordance with Paragraph B, a person 16 or 17 years of age may sell or serve alcoholic beverages in a restaurant as defined above in Paragraph A during the hours in which the restaurant serves food.

C. A person 16 or 17 years of age shall not sell or serve alcoholic beverages under this subsection unless at least two employees 18 years of age or older are physically present in the area where alcoholic beverages are sold or served.

D. If a person employed under this subsection reports an incident of workplace harassment to the employer or if the employer otherwise becomes aware of such an incident, the employer shall report the incident to the employee's parent, guardian, or legal custodian and to the Iowa Civil Rights Commission, which shall determine if any action is necessary or appropriate under Chapter 216 of the *Code of Iowa*.

E. An employer that employs a person under this subsection shall require the person to attend training on prevention and response to sexual harassment upon commencing employment.

F. Prior to a person commencing employment under this subsection, the employer shall notify the employer's dramshop liability insurer, in a form and time period prescribed by the Director, that the employer is employing a person under this subsection.

(Code of Iowa, Sec. 123.49[2f])

5. In the case of a retail wine or beer permittee, knowingly allow the mixing or adding of alcohol or any alcoholic beverage to wine, beer, or any other beverage in or about the permittee's place of business.

(Code of Iowa, Sec. 123.49[2i])

6. Knowingly permit any gambling, except in accordance with Iowa law, or knowingly permit any solicitation for immoral purposes, or immoral or disorderly conduct on the premises covered by the license.

(Code of Iowa, Sec. 123.49[2a])

7. Knowingly permit or engage in any criminal activity on the premises covered by the license.

(Code of Iowa, Sec. 123.49[2j])

8. Keep on premises covered by a retail alcohol license any alcoholic liquor in any container except the original package purchased from the Iowa Department of Revenue and except mixed drinks or cocktails mixed on the premises for immediate consumption. However, mixed drinks or cocktails that are mixed on the premises and are not for immediate consumption may be consumed on the licensed premises, subject to rules adopted by the Iowa Department of Revenue.

(Code of Iowa, Sec. 123.49[2d])

9. Reuse for packaging alcoholic liquor or wine any container or receptacle used originally for packaging alcoholic liquor or wine; or adulterate, by the addition of any substance, the contents or remaining contents of an original package of an alcoholic liquor or wine; or knowingly possess any original package that has been reused or adulterated.

(Code of Iowa, Sec. 123.49[2e])

10. Allow any person other than the licensee or employees of the licensee to use or keep on the licensed premises any alcoholic liquor in any bottle or other container that is designed for the transporting of such beverages, except as allowed by State law.

(Code of Iowa, Sec. 123.49[2g])

11. Sell, give, possess, or otherwise supply a machine that is used to vaporize an alcoholic beverage for the purpose of being consumed in a vaporized form.

(Code of Iowa, Sec. 123.49[2k])

SECTION 3. SECTION MODIFIED. Section 121.05 of the Code of Ordinances of the City of Polk City, Iowa, is repealed and the following adopted in lieu thereof:

121.05 ISSUANCE AND EXPIRATION. Upon proper application and payment of the required fee, a permit shall be issued. Each permit issued shall describe clearly the place of business for which it is issued and shall be nonassignable. All permits expire on June 30 of each year. The Clerk shall submit a duplicate of any application for a permit to the Iowa Department of Revenue within 30 days of issuance of a permit.

SECTION 4. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 5. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed by the Council on the _____ day of _____, _____, and approved this _____ day of _____, _____.

Mayor Steve Karsjen

ATTEST:

City Clerk, Jenny Coffin



City of Polk City, Iowa

City Council Agenda Communication

Date: September 25, 2023 City Council Meeting
To: Mayor Steve Karsjen & City Council
From: Chelsea Huisman, City Manager
Subject: Fiscal Management Ordinance

BACKGROUND: On Monday the City Council will review a 2nd reading for a proposed amendment to Chapter 7 Fiscal Management of the City Code of Ordinances. The proposed changes in the Ordinance reflect a new budgeting timeline, as changed with the new state House File 718 legislation.

With the new legislation the 2 fiscal management changes are in regards to an annual statement that must be sent to the County Auditor prior to March 15th each year, which outlines the city's budget information. The County will then send each property owner an annual statement with all the compiled information from all taxing entities. The City Council will then need to hold a special Council meeting and hold a new public hearing related to the budget and the annual statement. The maximum property tax levy hearing is no longer a requirement, as this new annual statement and public hearing replace that. In addition to the changes, the Council will hold a 2nd public hearing for adoption of the budget and the budget submittal to the Department of Management is being extended from March 31st annually to April 30th.

ALTERNATIVES: Do not approve the Ordinance

FINANCIAL CONSIDERATIONS: There are no financial considerations for this amendment to the Ordinance.

RECOMMENDATION: It is my recommendation that the Council approve the 2nd reading of an Ordinance related to Fiscal Management.

ORDINANCE NO. 2023-9500

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF POLK CITY, IOWA, BY AMENDING PROVISIONS PERTAINING TO FISCAL MANAGEMENT

Be It Enacted by the City Council of the City of Polk City, Iowa:

SECTION 1. All references to Finance Director shall be deleted and Finance Officer inserted in lieu thereby in the following:

7.02

7.03 section 3

SECTION 2. SECTION MODIFIED. Section 7.05 of the Code of Ordinances of the City of Polk City, Iowa, is repealed and the following adopted in lieu thereof:

7.05 OPERATING BUDGET PREPARATION. The annual operating budget of the City shall be prepared in accordance with the following:

1. Proposal Prepared. The finance officer is responsible for preparation of the annual budget detail, for review by the Mayor and Council and adoption by the Council in accordance with directives of the Mayor and Council.
2. Boards and Commissions. All boards, commissions, and other administrative agencies of the City that are authorized to prepare and administer budgets must submit their budget proposals to the finance officer for inclusion in the proposed City budget at such time and in such form as required by the Council.
3. Submission to Council. The finance officer shall submit the completed budget proposal to the Council each year at such time as directed by the Council.
4. Annual Statement.

(Code of Iowa, Sec. 24.2A[2])

A. On or before March 15 of each year, the City shall file, with the Department of Management, a report containing all necessary information for the Department of Management to compile and calculate amounts required to be included in the statement mailed under Paragraph B.

B. Not later than March 20, the County Auditor, using information compiled and calculated by the Department of Management shall send to each property owner or taxpayer within the County, by regular mail, an individual statement containing all of the required information as provided under Section 24.2(2)(B)(1-9) of the *Code of Iowa*.

C. The Department of Management shall prescribe the form for the report required under Paragraph A, the statements to be mailed under Paragraph B, and the public hearing notice required under Paragraph D.

D. The Council shall set a time and place for a public hearing on the City's proposed property tax amount for the budget year and the City's information included in the statements under Paragraph B. At the hearing, the Council shall receive oral or written testimony from any resident or property owner of the City. This public hearing shall be separate from any other meeting of the Council, including any other meeting or public hearing relating to the City's budget, and other business of the City that is not related to the proposed property tax amounts and the information in the statements shall not

be conducted at the public hearing. After all testimony has been received and considered, the governing body may decrease, but not increase, the proposed property tax amount to be included in the City's budget.

(1) Notice of the public hearing shall be published not less than 10 nor more than 20 days prior to the hearing, in a newspaper published at least once weekly and having general circulation in the City. However, if the City has a population of 200 or less, publication may be made by posting in three public places in the City.

(2) Notice of the hearing shall also be posted and clearly identified on the City's internet site for public viewing beginning on the date of the newspaper publication and shall be maintained on the City's internet site with all such prior year notices and copies of the statements mailed under this section.

(3) Additionally, if the City maintains a social media account on one or more social media applications, the public hearing notice or an electronic link to the public hearing notice shall be posted on each such account on the same day as the publication of the notice.

5. Council Review. The Council shall review the proposed budget and may make any adjustments it deems appropriate in the budget before accepting such proposal for publication, hearing, and final adoption.

6. Notice of Hearing. Following, and not until the requirements, of Subsection 4 of this section, are completed, the Council shall set a time and place for public hearing on the budget to be held before April 30 and shall publish notice of the hearing not less than 10 nor more than 20 days before the hearing. A summary of the proposed budget and a description of the procedure for protesting the City budget under Section 384.19 of the *Code of Iowa*, in the form prescribed by the Director of the Department of Management, shall be included in the notice. Proof of publication of the notice under this subsection must be filed with the County Auditor.

(Code of Iowa, Sec. 384.16[3])

7. Copies of Budget on File. Not less than 20 days before the date that the budget must be certified to the County Auditor and not less than 10 days before the public hearing, the Clerk shall make available a sufficient number of copies of the detailed budget to meet the requests of taxpayers and organizations, and have them available for distribution at the offices of the Mayor and Clerk and at the City library.

(Code of Iowa, Sec. 384.16[2])

8. Adoption and Certification. After the hearing, the Council shall adopt, by resolution, a budget for at least the next fiscal year and the Clerk shall certify the necessary tax levy for the next fiscal year to the County Auditor and the County Board of Supervisors. The tax levy certified may be less than, but not more than, the amount estimated in the proposed budget submitted at the final hearing, unless an additional tax levy is approved at a City election. Two copies each of the detailed budget as adopted and of the tax certificate must be transmitted to the County Auditor.

(Code of Iowa, Sec. 384.16[5])

SECTION 3. SECTION MODIFIED. Section 7.08 of the Code of Ordinances of the City of Polk City, Iowa, is repealed and the following adopted in lieu thereof:

7.08 FINANCIAL REPORTS. The finance officer shall prepare and file the following financial reports:

1. Monthly Reports. There shall be submitted to the Council each month a report showing the activity and status of each fund, program, sub-program, and activity for the preceding month.

2. Annual Report. Not later than December 1 of each year there shall be published an annual report containing a summary for the preceding fiscal year of all collections and receipts, all accounts due the City, and all expenditures, the current public debt of the City, and the legal debt limit of the City for the current fiscal year. The Annual Financial Report shall be prepared on forms and pursuant to instructions prescribed by the Auditor of State. Beginning with the Annual Financial Report published by December 1, 2025, each report shall include a list of bonds, notes, or other obligations issued by the City during the most recently completed fiscal year, and the applicable lists for other fiscal years beginning on or after July 1, 2024, for which obligations remain unpaid, payable from any source, including the amount of the issuance, the project or purpose of the issuance, whether the issuance was approved at election, eligible to be subject to a petition for an election, or was exempt from approval at election as the result of statutory exclusions based on population of the City or amount of the issuance, and identification of issuances from the fiscal year or prior fiscal years related to the same project or purpose.

(Code of Iowa, Sec. 384.22)

SECTION 4. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 5. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed by the Council on the _____ day of _____, _____, and approved this _____ day of _____, _____.

Mayor, Steve Karsjen

ATTEST:

City Clerk, Jenny Coffin

Cooking safety starts with YOU.

Pay attention to fire prevention.™



FIRE PREVENTION WEEK™

fpw.org

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PROCLAMATION

WHEREAS, the City of Polk City, Iowa is committed to ensuring the safety and security of all those living in and visiting our city; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, fire departments in the United States respond to more than 338,000 home fires annually; and

WHEREAS, cooking is the leading cause of home fires in the US with two of every five home fires starting in the kitchen resulting from unattended cooking; and

WHEREAS, Polk City residents should turn pot handles toward the back of the stove; always keep a lid nearby when cooking; keep a three-foot kid-free zone around the stove, oven, and other things that could get hot; watch what they heat; and set a timer to remind them that they are cooking; and

WHEREAS, residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires almost in half; and

WHEREAS, Polk City first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, Polk City residents are responsible to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, the 2023 Fire Prevention Week™ theme, “Cooking safety starts with YOU. Pay attention to fire prevention™”, effectively serves to remind us to stay alert and use caution when cooking to reduce the risk of kitchen fires. and

NOW, THEREFORE, I, Steve Karsjen, Mayor of Polk City, Iowa, do hereby proclaim October 8-14, 2023, as Fire Prevention Week™ throughout our city, and I urge all the people of Polk City to check their kitchens for fire hazards and use safe cooking practices and to support the many public safety activities and efforts of Polk City’s fire and emergency services.

Steve Karsjen, Mayor

Fire won't wait.
Plan your escape at fpw.org.



FIRE PREVENTION WEEK™