

Agenda -Notice of Meeting

Polk City | City Council

October 25, 2021 | 6:00 pm

City Hall-Council Chambers

Public Meeting participation in person or via phone

Call in # 515-726-3598 Participant Code 455415

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>

Jason Morse | Mayor

Mandy Vogel | Pro Tem

City Council Members: Jeff Walters | Dave Dvorak | Ron Anderson | Rob Sarchet

1. Call to Order

2. Roll Call

3. Approval of Agenda

4. Recognition: Citizen Academy Participants

5. 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 5pm on the date of the meeting by email at jcoffin@polkcityia.gov include your name and address for the record, if you are calling in please including the phone number you will be calling in with. The Mayor will recognize you for five minutes of comment.*

6. Consent Items

- a. City Council Meeting Minutes for October 11, 2021
- b. Claims listing October 25, 2021
- c. September 2021 Finance Report
- d. Receive and file the September 2021 Police Department Report
- e. Resolution 2021-101 Setting Public Hearing on November 8, 2021, at 6pm on the proposal to adopt a revised Code of Ordinances for the City of Polk City
- f. Resolution 2021-102 Setting Public Hearing on November 8, 2021, at 6pm for the Vacation of a Roadway Easement associated with Four Seasons
- g. Resolution 2021-103 Setting Public Hearing on November 22, 2021, at 6pm for FY 21.22 Budget Amendment No. 1
- h. Resolution 2021-104 approving an Agreement to Complete with Kwik Star
- i. Resolution 2021-107 Authorizing Acceptance of Documents from Dyowa, LLC regarding N. 3rd Street and Vista Lake Avenue Intersection Improvements Project
- j. Resolution 2021-108 Authorizing Acceptance of Documents from Iowa Asset Acquisition, LLC regarding N. 3rd Street and Vista Lake Avenue Intersection Improvements Project
- k. Resolution 2021-109 Authorizing Acceptance of Documents from TMMC Enterprises, LLC regarding N. 3rd Street and Vista Lake Avenue Intersection Improvements Project
- l. Resolution 2021-110 Authorizing Acceptance of Documents from Wolf Creek Townhomes Association regarding N. 3rd Street and Vista Lake Avenue Intersection Improvements Project
- m. Resolution 2021-115 Setting Public Hearing on November 8, 2021, at 6pm for the Vacation of a Certain Easement associated with Hy-Vee's future location in Crossroads at the Lakes Plat 2

- n. Receive and file the October 18, 2021 Planning & Zoning Commission Meeting Minutes

7. Business Items

- a. Community Visioning Request for Artist proposals for Polk City Murals
- b. Resolution 2021-111 approving Plat of Survey for 402 & 406 Walnut Street
- c. Lakewoods Plat 2
 - i. Resolution 2012-112 accepting the Public Improvements
 - ii. Resolution 2021-113 approving the Final Plat, Engineer's Exhibit, Right-of-Way and Easements
- d. Resolution 2021-114 accepting the Public Improvements associated with Edgewater Drive Extension
- e. 2019 Street Repair Project
 - i. Resolution 2021-105 approving Change Order No. 2 in the amount of ~~-\$18,518~~
 - ii. Resolution 2021-106 approving Pay App No. 6 (sub-final) in the amount of \$0.00 and acceptance of the project
- f. First Reading of Ordinance 2021-2100 Mobile Food Vendors
- g. First Reading of Ordinance 2021-2200 Amending Chapter 57 Dangerous and Vicious Animals
- h. Second Reading of Ordinance 2021-2000 Backflow Prevention

8. Reports & Particulars

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

9. Adjournment

--next meeting date November 8, 2021

MEETING MINUTES
The City of Polk City
City Council Meeting
6:00 p.m. October 11, 2021
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., October 11, 2021. The Agenda was posted at the City Hall office as required by law.

These tentative minutes reflect all action taken at the meeting.

1. **Call to Order** | Mayor Morse called the meeting to order at 6:00 p.m.
2. **Roll Call** | Walters, Vogel (via phone), Anderson, Sarchet | In attendance
Dvorak | Absent
3. **MOTION:** A motion was made by Sarchet and seconded by Walters to approve the agenda
MOTION CARRIED UNANIMOUSLY
4. **Public Comments** | None
5. **Consent Items**
 - a. City Council Meeting Minutes for September 27, 2021
 - b. Claims listing October 11, 2021
 - c. Resolution 2021-97 approving 28E agreement with Iowa Alcoholic Beverages Division (ABD) for Tobacco, Alternative Nicotine and Vapor Product Enforcement
 - d. Set pay for Matt Meiners, Full-Time Firefighter/Paramedic at an annual salary of \$55,000
 - e. Resolution 2021-98 approving Construction Drawings for Wolf Creek Townhomes Plat 13
 - f. Resolution 2021-99 approving Plat of Survey adjusting lot lines for a part of Lot 37 and Lot 38 in Wolf creek Townhomes Plat 1
 - g. Receive and file the September 7, 2021, Library Board Meeting Minutes
 - h. Receive and file the September 2021 Library Stats Report
 - i. Receive and file the September 2021 Library Director Report
 - j. Receive and file the FY21 Annual Library Survey
 - k. Receive and file the FY21 Annual Library Summary
 - l. Receive and file the September 2021 Parks & Recreation Department Report
 - m. Receive and file the 2021 Q3 Parks & Recreation Program Summary
 - n. Resolution 2021-100 accepting the public improvements for Bridgeview Plat 2
 - o. Receive and file the September 2021 Water Department Report
 - p. MOU with Waldorf University for Learning Partnership**MOTION:** A motion was made by Anderson and seconded by Sarchet to approve the consent agenda items
MOTION CARRIED UNANIMOUSLY
6. **Business Items**
 - a. **MOTION:** A motion was made by Sarchet and seconded by Vogel to affirm the order of removal issued by the Police Chief on September 30, 2021
YES: Vogel, Sarchet
NO: Anderson, Walters
MOTION FAILED
 - b. **MOTION:** A motion was made by Walters and seconded by Sarchet to approve the First Reading of Ordinance 2021-2000 Backflow Prevention Ordinance
MOTION CARRIED UNANIMOUSLY
 - c. **MOTION:** A motion was made by Anderson and seconded by Sarchet to approve the Snyder & Associates Inc. invoice in the amount of \$37,232.25 for August 2021 Engineering Services
YES: Sarchet, Vogel, Anderson
ABSTAIN: Walters
MOTION CARRIED

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

- Library Director Noack recognized Pam Witt for 22 years of Service to the Library and congratulated her on her retirement effective October 12, 2021.
- Council Member Anderson thanked Parks & Recreation Director for the painted pickle ball lines on the tennis courts.
- Council Member Sarchet said he is thinking of those that were unable to be at the meeting and hope things turn around.
- Mayor Morse thanked Public Works for cleaning up after other people.

8. ***Adjournment***

MOTION: A motion was made by Anderson and seconded by Walters to adjourn at 6:46 p.m.

MOTION CARRIED UNANIMOUSLY

Next Meeting Date –October 25, 2021

Jason Morse, Mayor

Attest

Jenny Coffin, City Clerk

CLAIMS REPORT		
CITY OF POLK CITY	DATED	10/25/2021
VENDOR	REFERENCE	AMOUNT
440-PRAXAIR DISTR. INC.	OXYGEN	\$ 390.73
911 CUSTOM	ERNST BALLISTIC VEST	\$ 983.00
Acme Tools	CHAINSAW BLADES	\$ 29.98
ALAN HEBERER, DO	MEDICAL DIRECTOR FEES	\$ 500.00
Amazon	LIBRARY BOOKS/SUPPLIES	\$ 597.67
AMAZON BUSINESS	USB DRIVES - COURT	\$ 114.20
ARDICK EQUIPMENT CO.	SIGNS	\$ 196.00
AT&T MOBILITY	FIRSTNET - PATROL CARS	\$ 1,056.58
AVESIS	VISION INSURANCE	\$ 285.52
AXON ENTERPRISE INC	TASER REPLACEMENT BATTERIES	\$ 166.16
BAKER & TAYLOR	LIBRARY BOOKS	\$ 713.97
BOUND TO STAY BOUND BOOKS, INC	LIBRARY BOOKS	\$ 29.26
Bound Tree Medical	MEDICAL SUPPLIES	\$ 561.85
BURT DIRTWORKS	HYDRANT REPLACEMENT	\$ 2,422.53
BUSINESS PUBLICATIONS CORP	PUBLICATIONS	\$ 235.90
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	\$ 43.74
CENTURY LINK	PHONE SERVICE	\$ 256.05
CITY LAUNDERING	FLOOR MAT SERVICE	\$ 72.08
CITY OF POLK CITY	UB ASSISTANCE - OCTOBER 2021	\$ 374.65
CLEANING CONNECTION INC	OCTOBER JANITORIAL	\$ 116.27
CONFLUENCE, INC.	REGIONAL PARK MASTER PLAN	\$ 2,983.75
CORE AND MAIN	HYDRANT PARTS	\$ 5,728.41
Crystal Clear Water Co	PURCHASED WATER	\$ 60.00
DARCY MAULSBY	PRESENTER/CULINARY HISTORY OF IOWA	\$ 200.00
Des Moines Water Works	DMWW FEEDER/BOOSTER INVOICE #6	\$ 60,065.23
EMSLRC	CPR CARD	\$ 8.50
Ferguson Waterworks	ANNUAL METER SOFTWARE	\$ 1,850.00
Fire Service Training Bureau	FF2 EXAM FEE	\$ 50.00
FREEDOM FLATWORK	CONCRETE WORK	\$ 17,002.00
GWORKS	ONBOARDING/SUBSCRIPTION	\$ 3,140.00
HOTSY CLEANING SYSTEMS INC.	PRESSURE WASHER DETERGENT	\$ 165.75
I.A.M.U.	SGCIS OCTOBER-DECEMBER 2021	\$ 2,256.24
ICMA MEMBER SERVICES	ANNUAL MEMBERSHIP RENEWAL	\$ 1,032.00
INTERSTATE ALL BATTERY CENTER	BATTERIES	\$ 80.06
INTOXIMETERS	PBT'S (GTSB GRANT)	\$ 830.00
IOWA ONE CALL	UNDERGROUND LOCATIONS	\$ 176.80
JENNY COFFIN	MILEAGE REIMBURSEMENT	\$ 28.62
KANSAS CITY LIFE INS. CO	CITY LIFE INSURANCE	\$ 1,056.76
KARL CHEVROLET	#25 LOF/TIRE REPAIR	\$ 135.57
KIMBALL MIDWEST	HARDWARE	\$ 599.25
LEWIS LAWN & LABOR, INC	SOIL RESTORATION PROJECT 2021	\$ 26,105.42
MEDIACOM	INTERNET SERVICE	\$ 136.90
MEDIX OCCUPATN HEALTH -ORCA PC	PHYSICALS-MCKAY/RICHMAN	\$ 1,385.00

MERCYONE NORTH PHARMACY	RX SUPPLIES	\$ 109.97
METRO WASTE AUTHORITY	SQR PROJECT COMPOST	\$ 2,437.12
MID-IOWA SOLID WASTE EQUIPMENT	2017 TYMCO STREET SWEEPER	\$ 125,000.00
MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$ 8,424.80
MIDLAND POWER CO-OP	STREET LIGHTING	\$ 783.16
Midwest Auto. Fire Sprinkler	ANNUAL INSPECTION/FIRE SYSTEM	\$ 215.00
MIDWEST CURB GRINDING	CURB GRINDING	\$ 325.00
NELSON AUTOMOTIVE	REPAIR PARTS	\$ 1,045.50
ONESOURCE	BACKGROUND CHECK	\$ 42.00
OVERDRIVE INC	DIGITAL AUDIOBOOKS	\$ 463.66
P & M APPAREL	UNIFORM SHIRTS	\$ 100.50
Quick Supply Co	GRASS MATTING	\$ 245.00
RACOM	EDACS ACCESS	\$ 862.92
RANGEMASTERS TRAINING CENTER	GUN MAGAZINE	\$ 26.99
REISING SUN CAFE	CITIZEN ACADEMY DINNER	\$ 130.01
STEW HANSEN	#20 LOF	\$ 95.26
TELEFLEX FUNDING LLC	IO NEEDLES	\$ 562.50
THIELEN BROS. FLOOR	CARPET	\$ 22,310.40
TIMBER GATE GARDENS	DVORAK MEMORIAL SERVICE	\$ 74.90
Titan Machinery	REPAIRS ON ENDLOADER	\$ 1,853.64
UNITED HEALTHCARE	HEALTH INSURANCE	\$ 31,433.90
UNITY POINT CLINIC-OCCUPATONAL	DOT DRUG TESTING PROGRAM	\$ 84.00
UPHDM OCCUPATIONAL MEDICINE	PRE-EMPLOYMENT PHYSICAL/ERNST	\$ 521.00
VERIZON WIRELESS	PHONE AND DATA PLAN	\$ 386.74
Accounts Payable Total		\$ 331,756.37
GENERAL		\$ 73,950.65
ROAD USE		\$ 35,258.93
L.M.I		\$ 374.65
CAPITAL WATER PROJECT		\$ 43,136.46
CAPITAL EQUIPMENT/VEHICLE		\$ 105,000.00
WATER		\$ 34,351.83
SEWER		\$ 11,141.31
SOLID WASTE/RECYCLING		\$ 250.00
STORM WATER UTILITY		\$ 28,292.54
TOTAL FUNDS		\$ 331,756.37



POLK CITY - A City For All Seasons -

Monthly Finance Report September 2021

Prepared By:

**Jenny Coffin
City Clerk/Treasurer**

ACCOUNT TITLE	LAST REPORT END BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILILTY	ENDING BALANCE
001 GENERAL	3,259,942.35	168,986.77	329,202.18	228.40	3,099,955.34
110 ROAD USE	247,952.31	92,227.01	42,132.66	2.64	298,049.30
111 I-JOBS	.00	.00	.00	.00	.00
121 LOCAL OPTION SALES TAX	86,560.29	91,836.12	.00	.00	178,396.41
125 TIF	263,088.68	14,332.90	.00	.00	277,421.58
135 L.M.I	1,457,799.70	.00	388,339.52	.00	1,069,460.18
167 PC COMM. LIB TRUST	13,874.34	.00	.00	.00	13,874.34
177 ASSET FORFEITURE	1,685.81	.00	.00	.00	1,685.81
200 DEBT SERVICE	24,827.51	9,378.97	976,361.25	976,061.25	33,906.48
301 CAPITAL IMPROVEMENTS	2,467,965.31	.00	871,110.48-	976,061.25-	2,363,014.54
302 CAPITAL WATER PROJECT	657,839.59	.00	.00	.00	657,839.59
303 CAPITAL EQUIPMENT/VEHIC	.00	.00	.00	.00	.00
600 WATER	1,340,388.82	190,204.98	89,344.35	2.64	1,441,252.09
610 SEWER	1,295,479.42	148,465.48	69,016.56	2.66	1,374,931.00
670 SOLID WASTE/RECYCLING	18,661.71	24,147.65	24,557.48	.00	18,251.88
740 STORM WATER UTILITY	96,923.78	14,248.01	38,078.12	.00	73,093.67
920 ESCROW	.00	.00	.00	.00	.00
Report Total	11,232,989.62	753,827.89	1,085,921.64	236.34	10,901,132.21

BANK CASH REPORT
2021

BANK NAME FUND GL NAME	AUGUST CASH BALANCE	SEPTEMBER RECEIPTS	SEPTEMBER DISBURSMENTS	SEPTEMBER CASH BALANCE	OUTSTANDING TRANSACTIONS	SEP BANK BALANCE
Grinnell State Bank BK#1						
BANK Grinnell State Bank BK#1						6,640,270.38
001 CHECKING - GENERAL	812,953.93-	166,362.31	328,959.71	975,551.33-	52,245.35	
110 CHECKING - ROAD USE	247,952.31	92,227.01	42,130.02	298,049.30	8,040.16	
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	86,560.29	91,836.12	0.00	178,396.41		
125 CHECKING - TIF	263,088.68	14,332.90	0.00	277,421.58		
135 CHECKING - L.M.I.	738,756.84	0.00	388,339.52	350,417.32	388,000.00	
167 CHECKING - PC COMM. LIB TRUST	13,874.34	0.00	0.00	13,874.34		
177 CHECKING - FORFEITURE	1,685.81	0.00	0.00	1,685.81		
200 CHECKING - DEBT SERVICE	24,827.51	9,378.97	300.00	33,906.48		
301 CHECKING - CAPITAL PROJECT	2,467,965.31	0.00	104,950.77	2,363,014.54	46,921.04	
302 CHECKING - CAPITAL WATER PROJ	657,839.59	0.00	0.00	657,839.59		
303 CHECKING - CAP EQUIP/VEHICLE	0.00	0.00	0.00	0.00		
600 CHECKING - WATER UTILITY	1,340,387.82	197,996.43	97,133.16	1,441,251.09	10,818.52	
610 CHECKING - SEWER UTILITY	1,295,478.42	149,338.57	69,886.99	1,374,930.00	9,811.70	
670 CHECKING-SOLID WASTE/RECYCLING	18,661.71	24,230.12	24,639.95	18,251.88	500.00	
740 CHECKING	96,923.78	14,278.61	38,108.72	73,093.67	22,526.02	
920 CHECKING - ESCROW BANK ACCOUNT	0.00	0.00	0.00	0.00		
PENDING CREDIT-CARD DEPOSITS					697.36	
DEPOSITS					4,742.73	
WITHDRAWALS					47.00	
Grinnell State Bank TOTALS	6,441,048.48	759,981.04	1,094,448.84	6,106,580.68	533,469.70	6,640,050.38

4/2022 Transaction cleared on statement was entered in a future period.						191.31-
9/30/2021 Calculated Statement Balance						6,640,079.07

LUANA SAV. BK MM BK#2						
BANK LUANA SAV. BK MM BK#2						3,252,890.18
001 Luana Savings Bank - M.M. Acco	2,531,871.05	1,977.27	0.00	2,533,848.32		
135 Luana Money Market Account	719,041.86	0.00	0.00	719,041.86		
LUANA SAV. BK MM TOTALS	3,250,912.91	1,977.27	0.00	3,252,890.18	0.00	3,252,890.18

GRINNELL STATE BK- C.D. BK#3						
BANK GRINNELL STATE BK- C.D. BK#3						1,084,567.26
001 GRINNELL STATE BANK CD	0.00	0.00	0.00	0.00		
DEPOSITS					1,366.85	
TRANSFER-OUT					1,085,934.11-	
GRINNELL STATE BK- C.D. TOTALS	0.00	0.00	0.00	0.00	1,084,567.26	1,084,567.26

BANK CASH REPORT

2021

BANK FUND GL	BANK NAME	AUGUST CASH BALANCE	SEPTEMBER RECEIPTS	SEPTEMBER DISBURSMENTS	SEPTEMBER CASH BALANCE	OUTSTANDING TRANSACTIONS	SEP BANK BALANCE
	GRINNELL STATE BK-MM BK#4						
BANK 001	GRINNELL STATE BK-MM SUPER MONEY MKT II	1,540,589.23	633.12	0.00	1,541,222.35		1,541,222.35
	GRINNELL STATE BK-MM TOTALS	1,540,589.23	633.12	0.00	1,541,222.35	0.00	1,541,222.35
	LUANA SAVINGS BANK CD BK#6						
BANK 001	LUANA SAVINGS BANK CD LUANA BANK C.D.-1.85%	0.00	0.00	0.00	0.00		
	LUANA SAVINGS BANK CD TOTALS	0.00	0.00	0.00	0.00	0.00	0.00
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	TOTAL OF ALL BANKS	11,232,550.62	762,591.43	1,094,448.84	10,900,693.21	1,618,036.96	12,518,730.17
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BUDGET REPORT
CALENDAR 9/2021, FISCAL 3/2022

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	GENERAL TOTAL	3,927,956.00	329,202.18	1,081,912.02	27.54	2,846,043.98
	ROAD USE TOTAL	729,600.00	42,132.66	118,307.66	16.22	611,292.34
	LOCAL OPTION SALES TAX TOTAL	563,610.00	.00	.00	.00	563,610.00
	TIF TOTAL	698,450.00	.00	.00	.00	698,450.00
	L.M.I TOTAL	205,880.00	388,339.52	388,739.84	188.82	182,859.84-
	PC COMM. LIB TRUST TOTAL	4,000.00	.00	.00	.00	4,000.00
	DEBT SERVICE TOTAL	638,990.00	976,361.25	976,961.25	152.89	337,971.25-
	CAPITAL IMPROVEMENTS TOTAL	866,975.00	871,110.48-	182,934.51	21.10	684,040.49
	CAPITAL WATER PROJECT TOTAL	500,000.00	.00	.00	.00	500,000.00
	CAPITAL EQUIPMENT/VEHICLE TOTA	193,000.00	.00	.00	.00	193,000.00
	WATER TOTAL	1,186,494.00	89,344.35	373,275.68	31.46	813,218.32
	SEWER TOTAL	1,677,087.00	69,016.56	279,319.80	16.66	1,397,767.20
	SOLID WASTE/RECYCLING TOTAL	283,500.00	24,557.48	83,576.81	29.48	199,923.19
	STORM WATER UTILITY TOTAL	.00	38,078.12	38,078.12	.00	38,078.12-
	TOTAL EXPENSES BY FUND	11,475,542.00	1,085,921.64	3,523,105.69	30.70	7,952,436.31

BUDGET REPORT

CALENDAR 9/2021, FISCAL 3/2022

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	POLICE TOTAL	1,104,456.00	94,571.60	336,751.17	30.49	767,704.83
	CIVIL DEFENSE TOTAL	16,500.00	116.69	342.34	2.07	16,157.66
	FIRE TOTAL	722,419.00	65,537.12	190,112.88	26.32	532,306.12
	BUILDING/HOUSING TOTAL	256,919.00	57,329.64	160,954.57	62.65	95,964.43
	DOG CONTROL TOTAL	2,795.00	125.00	2,945.00	105.37	150.00-
	PUBLIC SAFETY TOTAL	2,103,089.00	217,680.05	691,105.96	32.86	1,411,983.04
	ROAD USE TOTAL	692,867.00	49,676.81	146,080.52	21.08	546,786.48
	STREET LIGHTING TOTAL	63,000.00	8,820.69	14,140.96	22.45	48,859.04
	PUBLIC WORKS TOTAL	755,867.00	58,497.50	160,221.48	21.20	595,645.52
	ENV.HEALTH SERVICES TOTAL	.00	1,961.52	1,961.52	.00	1,961.52-
	HEALTH & SOCIAL SERVICES TOTA	.00	1,961.52	1,961.52	.00	1,961.52-
	LIBRARY TOTAL	405,160.00	25,201.53	90,978.69	22.46	314,181.31
	PARKS TOTAL	355,952.00	25,573.68	96,842.23	27.21	259,109.77
	COMMUNITY CENTER TOTAL	20,863.00	1,786.69	4,052.31	19.42	16,810.69
	CULTURE & RECREATION TOTAL	781,975.00	52,561.90	191,873.23	24.54	590,101.77
	TIF/ECON DEV TOTAL	494,232.00	388,339.52	388,739.84	78.66	105,492.16
	COMMUNITY & ECONOMIC DEV TOTA	494,232.00	388,339.52	388,739.84	78.66	105,492.16
	MAYOR COUNCIL TOTAL	104,515.00	9,971.43	28,340.35	27.12	76,174.65
	POLICY ADMINISTRATION TOTAL	198,901.00	19,715.05	73,322.80	36.86	125,578.20
	ELECTIONS TOTAL	1,750.00	.00	.00	.00	1,750.00
	CITY ATTORNEY TOTAL	60,500.00	5,085.00	9,570.00	15.82	50,930.00
	CITY HALL TOTAL	91,850.00	2,711.89	21,259.73	23.15	70,590.27
	OTHER CITY GOVERNMENT TOTAL	168,800.00	3,150.50	22,564.61	13.37	146,235.39
	GENERAL GOVERNMENT TOTAL	626,316.00	40,633.87	155,057.49	24.76	471,258.51
	DEBT SERVICE TOTAL	638,990.00	976,361.25	976,961.25	152.89	337,971.25-
	DEBT SERVICE TOTAL	638,990.00	976,361.25	976,961.25	152.89	337,971.25-
	FIRE TOTAL	56,000.00	.00	.00	.00	56,000.00
	OTHER PUBLIC WORKS TOTAL	100,000.00	.00	.00	.00	100,000.00
	PARKS TOTAL	37,000.00	.00	.00	.00	37,000.00
	CAPITAL IMPROVEMENT TOTAL	866,975.00	871,110.48-	182,934.51	21.10	684,040.49

BUDGET REPORT
CALENDAR 9/2021, FISCAL 3/2022

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	WATER UTILITY TOTAL	500,000.00	.00	.00	.00	500,000.00
	CAPITAL PROJECTS TOTAL	1,559,975.00	871,110.48-	182,934.51	11.73	1,377,040.49
	WATER UTILITY TOTAL	1,085,034.00	89,344.35	373,275.68	34.40	711,758.32
	SEWER UTILITY TOTAL	1,613,754.00	69,016.56	279,319.80	17.31	1,334,434.20
	RECYCLING TOTAL	283,500.00	24,557.48	83,576.81	29.48	199,923.19
	STORM WATER TOTAL	.00	38,078.12	38,078.12	.00	38,078.12-
	ENTERPRISE FUNDS TOTAL	2,982,288.00	220,996.51	774,250.41	25.96	2,208,037.59
	TRANSFER TOTAL	1,532,810.00	.00	.00	.00	1,532,810.00
	TRANSFER OUT TOTAL	1,532,810.00	.00	.00	.00	1,532,810.00
	TOTAL EXPENSES	11,475,542.00	1,085,921.64	3,523,105.69	30.70	7,952,436.31

REVENUE REPORT

CALENDAR 9/2021, FISCAL 3/2022

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET	MTD BALANCE	YTD BALANCE	PERCENT RECD	UNCOLLECTED
	GENERAL TOTAL	3,985,659.00	168,986.77	322,791.74	8.10	3,662,867.26
	ROAD USE TOTAL	729,600.00	92,227.01	177,449.04	24.32	552,150.96
	LOCAL OPTION SALES TAX TOTAL	721,221.00	91,836.12	178,396.41	24.74	542,824.59
	TIF TOTAL	673,450.00	14,332.90	14,332.90	2.13	659,117.10
	L.M.I TOTAL	75,218.00	.00	11,440.07	15.21	63,777.93
	DEBT SERVICE TOTAL	638,990.00	9,378.97	986,673.21	154.41	347,683.21-
	CAPITAL IMPROVEMENTS TOTAL	918,855.00	.00	2,330,521.04	253.63	1,411,666.04-
	CAPITAL WATER PROJECT TOTAL	.00	.00	369,653.20	.00	369,653.20-
	CAPITAL EQUIPMENT/VEHICLE TOTA	368,000.00	.00	.00	.00	368,000.00
	WATER TOTAL	1,390,100.00	190,204.98	574,657.20	41.34	815,442.80
	SEWER TOTAL	1,737,000.00	148,465.48	470,578.54	27.09	1,266,421.46
	SOLID WASTE/RECYCLING TOTAL	283,500.00	24,147.65	72,361.66	25.52	211,138.34
	STORM WATER UTILITY TOTAL	79,000.00	14,248.01	89,867.56	113.76	10,867.56-
		=====	=====	=====	=====	=====

REVENUE REPORT
CALENDAR 9/2021, FISCAL 3/2022**PCT OF FISCAL YTD 25.0%**

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	TOTAL REVENUE BY FUND	11,600,593.00	753,827.89	5,598,722.57	48.26	6,001,870.43

BALANCE SHEET

CALENDAR 9/2021, FISCAL 3/2022

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1110	CHECKING - GENERAL	162,597.40-	975,551.33-
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	50,096.99	298,049.30
111-000-1110	CHECKING - I-JOBS	.00	.00
121-000-1110	CHECKING - LOCAL OPTION	91,836.12	178,396.41
125-000-1110	CHECKING - TIF	14,332.90	277,421.58
135-000-1110	CHECKING - L.M.I.	388,339.52-	350,417.32
167-000-1110	CHECKING - PC COMM. LIB TRUST	.00	13,874.34
177-000-1110	CHECKING - FORFEITURE	.00	1,685.81
200-000-1110	CHECKING - DEBT SERVICE	9,078.97	33,906.48
301-000-1110	CHECKING - CAPITAL PROJECT	104,950.77-	2,363,014.54
302-000-1110	CHECKING - CAPITAL WATER PROJ	.00	657,839.59
303-000-1110	CHECKING - CAP EQUIP/VEHICLE	.00	.00
600-000-1110	CHECKING - WATER UTILITY	100,863.27	1,441,251.09
600-000-1805	ACCUM. DEPR. - WATER	.00	.00
610-000-1110	CHECKING - SEWER UTILITY	79,451.58	1,374,930.00
610-000-1805	ACCUM. DEPR. - SEWER	.00	.00
670-000-1110	CHECKING-SOLID WASTE/RECYCLING	409.83-	18,251.88
740-000-1110	CHECKING	23,830.11-	73,093.67
920-000-1110	CHECKING - ESCROW BANK ACCOUNT	.00	.00
	CHECKING TOTAL	334,467.80-	6,106,580.68
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
600-000-1115	Water Holding Account	.00	.00
	TOTAL	.00	.00

BALANCE SHEET

CALENDAR 9/2021, FISCAL 3/2022

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
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	633.12	1,541,222.35
110-000-1160	SAVINGS	.00	.00
125-000-1160	SAVINGS	.00	.00
		-----	-----
	SUPER MONEY MKT II TOTAL	633.12	1,541,222.35
001-000-1161	GRINNELL STATE BANK CD	.00	.00
610-000-1161	Polk County Bank CD	.00	.00
		-----	-----
	GRINNELL STATE BANK CD TOTAL	.00	.00

BALANCE SHEET

CALENDAR 9/2021, FISCAL 3/2022

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1162	LUANA BANK C.D.-1.85%	.00	.00
		-----	-----
	TOTAL	.00	.00
001-000-1163	Luana Savings Bank - M.M. Acco	1,977.27	2,533,848.32
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	1,977.27	3,252,890.18
600-000-1220	ACCOUNTS RECEIVABLE	.00	.00
610-000-1220	ACCOUNTS RECEIVABLE	.00	.00
		-----	-----
	TOTAL	.00	.00
		=====	=====
	TOTAL CASH	331,857.41-	10,901,132.21
		=====	=====



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

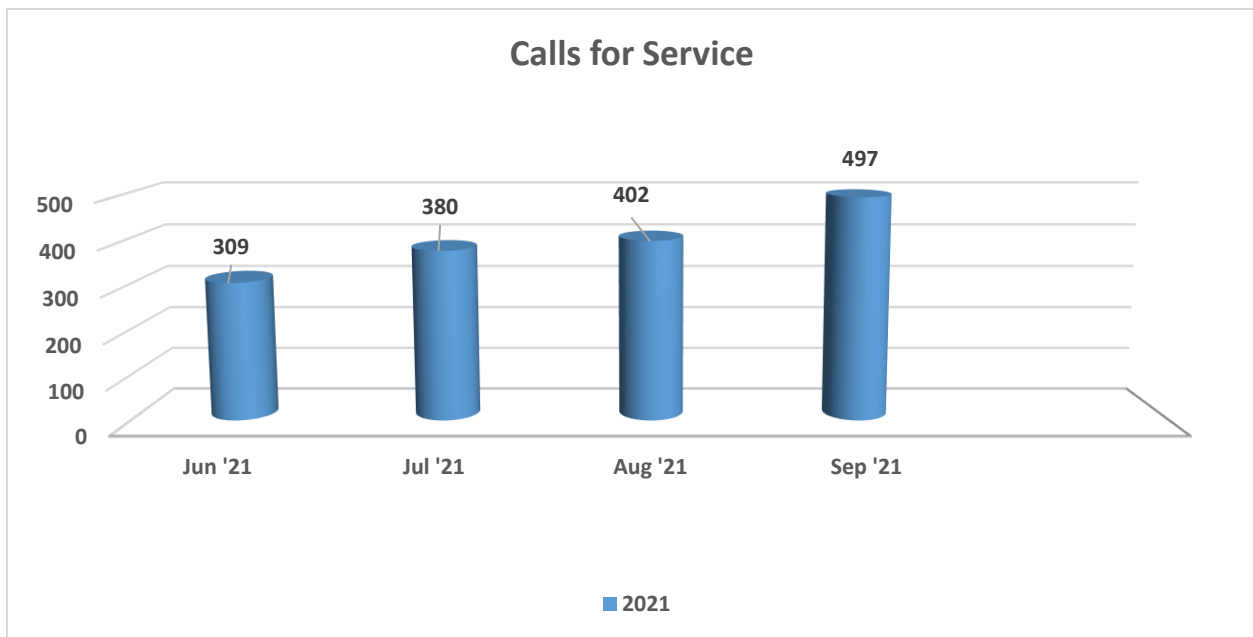
From: Lieutenant Aswegan

Date: October 11th, 2021

Re: September 2021 Monthly Report

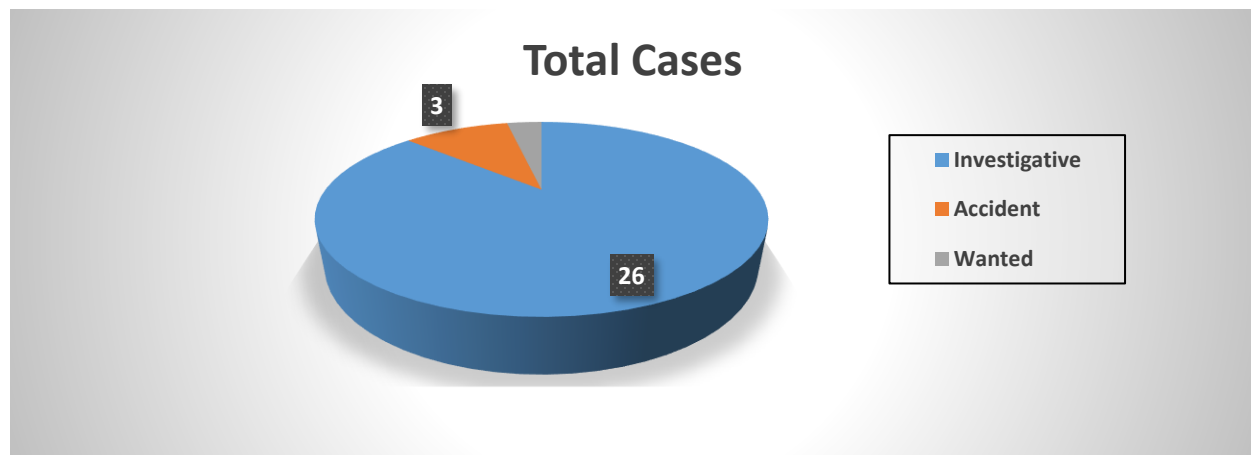
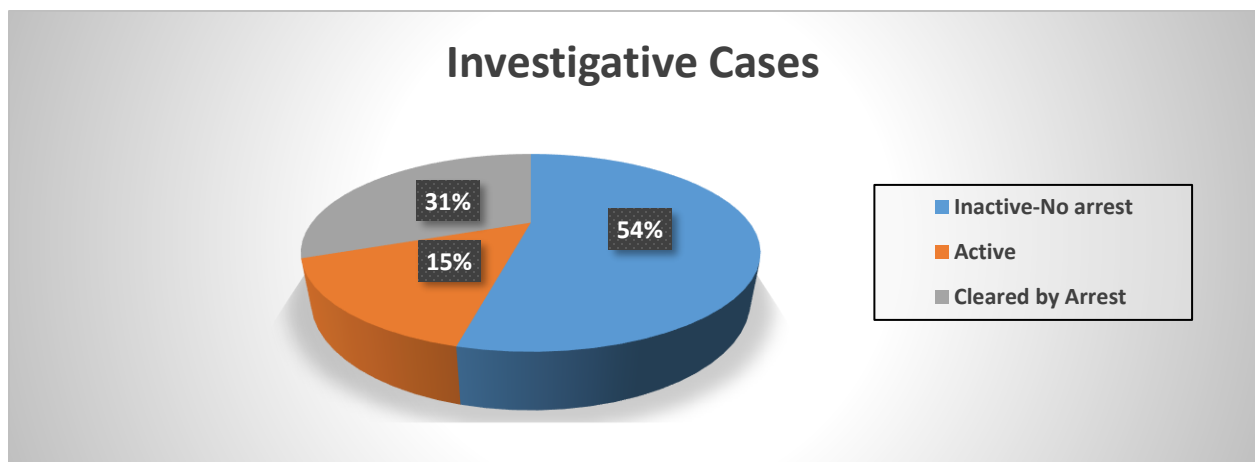
Calls for Service

The total calls for service for the month of July were **497**. 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 **186** traffic stops.



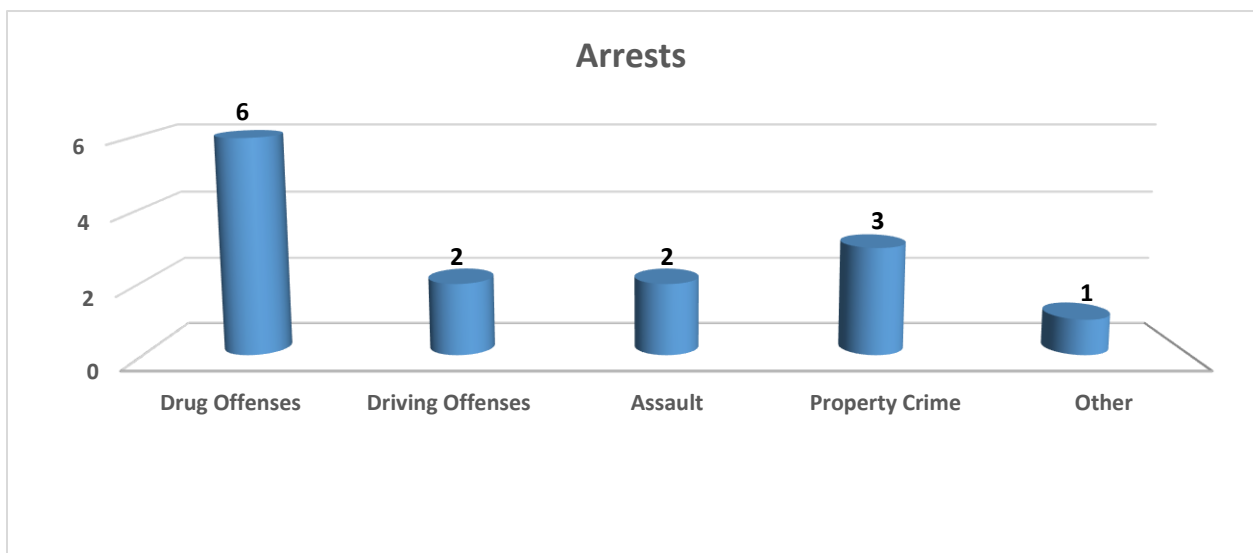
Cases Made

The Police Department had **30** total cases during the month of September. **26** of the cases were investigative incident reports, **1** was a wanted person and **3** were for traffic collisions. There are **4** active investigations from this month. There was a **31%** rate of cases cleared by arrest, for investigative cases in September.



Arrests Made

The Police Department made **14** arrests and issued **46** citations and **162** warnings. The arrests consisted of **6** arrests for drug offenses, **2** driving offenses (for Driving with a Suspended or Revoked License), **2** arrests for Assault, 3 for Property Crimes (theft) and **1** arrest for other offenses which was for a violation of city ordinances.



Notable Incidents

The investigation into numerous car burglaries occurring from July through August resulted in filing charges on a 19-year-old Des Moines man. On September 1st the Polk City Police department obtained arrest warrants on the suspect for charges stemming from the use of a burglary victim's credit cards. He was arrested by Norwalk Police Department on September 22nd. A Polk City Police Officer took custody of the subject from Norwalk Police and booked the subject into the Polk County jail for 2 counts of Unauthorized Use of Credit Card and one count of theft. The investigation into the car burglaries continues and additional charges may be filed on other suspects.

On September 24th, a Polk City Police Officer stopped a vehicle for expired registration. The driver was a 19-year-old Des Moines resident, who was found to not have a valid license. An investigation continued and a K9 was requested to respond. Ankeny PD K9 Boscoe and his handler arrived. Boscoe alerted to the odor of narcotics in the vehicle. A search resulted in the seizure of marijuana, drug paraphernalia, and an unknown white powder. The white powder was sent to the DCI lab for testing. The subject was charged with Possession of Marijuana and Drug Paraphernalia.

On September 27th, Polk City Police Officers were dispatched to a domestic disturbance in the 200 block of W. Grimes Street. An investigation revealed that a 28-year-old female was yelling at her boyfriend and assaulted him before fleeing the scene prior to law enforcement arrival. Arrest warrants were issued, and the subject was arrested a few days later when she went to court for an unrelated case.

Officer Training

On September 29th and 30th, Lt. Aswegan attended Sexual Assault Response and Investigation course hosted by the Iowa Attorney General's Office. The 2-day course focused on the dynamics of these sensitive investigations. Police Chief Jerald Monahan, current chief of Yavapai College and former Chief of Police of the Prescott, AZ Police Department presented on victim dynamics and investigatory practices. Chief Monahan is considered nationally as an expert in the field of Sex Assault investigations and is the law enforcement liaison for the End Violence Against Women International. A survivor of child sex abuse also presented on her experiences living as a survivor of this crime.

Officer Aicher and Eudoris conducted 16 hours of training in September. Training is a combination of time training at Canine Tactical in Chariton and time spent training locally. In addition to on-going obedience training, Officer Aicher and Eudoris trained in obedience while in the water, tracking a suspect, narcotics detection, and conducting a search for an article.

In-Service Training

In-Service training in September included training at Olofson's Shooting Range with department issued patrol rifles. The officers engaged in exercises designed to maintain proficiency in deploying a patrol rifle against a deadly force threat.

Training Hours: 52

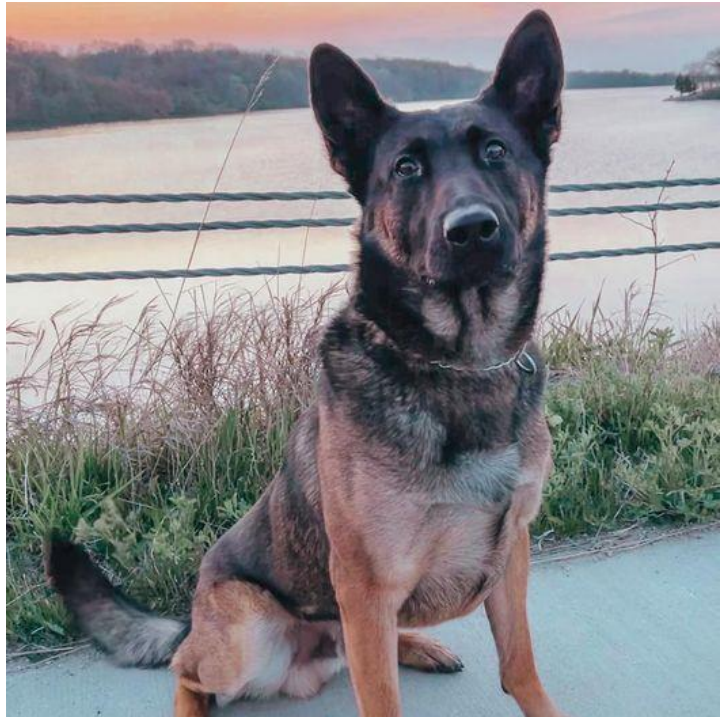
Lamfers	3
Untrauer	3
Aicher	19
Siepkner	2
Wilson	3
Aswegan	18
Delaney	3
Burdess	1



Canine Program

Officer Aicher and Eudoris were deployed two times in September. Both deployments were for narcotics detection.

On September 12th, Eudoris was deployed for narcotics detection on a traffic stop in Polk City. Eudoris alerted to the odor of narcotics in the vehicle. A probable cause search was conducted, but no drugs were found.



On September 17th, Eudoris was deployed to assist the West Des Moines Police Department on a traffic stop. Eudoris alerted to the odor of narcotics in the vehicle. A probable cause search was conducted resulting in a small amount of marijuana found.

Community Outreach

Polk City Police Officers took part in the RVTV event on September 6th in town. We had our outreach tent erected on the square where officers interacted with community members by answering questions and handing out public safety materials.



Municipal Code Enforcement

In July 2021 the Police Department took over Municipal Code Enforcement to address most nuisance abatement and municipal infractions.

Violations include junk and junk vehicles, noise control, animal protection and control, solid waste control, dangerous buildings, trees, weeds, and off-street parking.

To report a possible code violation residents can go to the Police Department website and complete the Violation Complaint Form and submit via e-mail.

The Police Department addressed 17 Municipal Code infractions in the month of August.



City of Polk City, Iowa

City Council Agenda Communication

Date: October 25, 2021 City Council Meeting
To: Mayor Jason Morse & City Council
From: Chelsea Huisman, City Manager
Subject: Set public hearing for 2021 Codification of City Ordinances

BACKGROUND: On Monday the City Council will set a public hearing for the 2021 City of Polk City Codification. The public hearing will be set for November 8th with the first reading taking place that evening, and subsequent readings the following two City Council meetings.

As previously discussed at the City Council work session on October 11th, the codification process compounds all ordinances the City Council has previously approved, changes made by the Iowa Legislature, and any other recommended changes from staff. The draft copy will be made available to public for review on the City's website. Changes will be color coded:

Blue: Legislative changes

Purple: Ordinances previously approved by the City Council, or changes recommended by staff (all minor changes discussed previously with the City Council)

Green: Formatting/Model changes

ALTERNATIVES: Do not set the public hearing.

FINANCIAL CONSIDERATIONS: None

RECOMMENDATION: It is my recommendation that the Council set the public hearing for the upcoming regularly scheduled City Council meeting on November 8, 2021.

RESOLUTION NO. 2021-101

**A RESOLUTION SETTING A PUBLIC HEARING ON THE PROPOSED
ADOPTION OF THE 2021 REVISED CODE OF ORDINANCES FOR THE CITY
OF POLK CITY, IOWA**

WHEREAS, the City Council of the City of Polk City, Iowa and City Staff have prepared a revised Code of Ordinances for the Polk City, Iowa; and

WHEREAS, it is necessary to hold a public hearing to review and approve the proposed adoption of the 2021 revised Code of Ordinances.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa hereby orders a public hearing and notice thereof to be held on November 8, 2021 at 6:00 p.m. in the City Hall Council Chambers, Polk City, Iowa on the proposed adoption of the 2021 revised Code of Ordinances.

PASSED AND APPROVED the 25th day of October 2021.

Jason Morse, Mayor

ATTEST:

Jenny Coffin, City Clerk



City of Polk City, Iowa

City Council Agenda Communication

Date: October 25, 2021 City Council Meeting
To: Mayor Jason Morse & City Council
From: Chelsea Huisman, City Manager
Subject: Setting Public Hearing for the Vacation of a roadway easement associated with Four Seasons

BACKGROUND: On Monday the City Council will need to set a public hearing for vacation of a partial roadway easement located in the Four Seasons plat. The public hearing will need to be set for Monday, November 8th at 6pm, and will require 3 readings prior to final approval of the roadway vacation.

ALTERNATIVES: Do not set the public hearing.

FINANCIAL CONSIDERATIONS: None

RECOMMENDATION: It is my recommendation that the Council set the public hearing for Monday, November 8, 2021, at 6pm.

RESOLUTION NO. 2020-102

RESOLUTION SETTING A PUBLIC HEARING ON THE VACATION OF ROADWAY EASEMENT IN NE ¼ OF SECTION 35-81-25 IN POLK CITY.

WHEREAS, a proposal has been made for the City to vacate the Roadway Easement on the following described real property:

A STRIP OF LAND IN THE NE 1/4 OF SECTION 35-81-25 POLK COUNTY, IOWA NOW IN AND FORMING A PART OF POLK CITY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PART 'A'

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35; THENCE ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 NORTH 89°51'29" EAST, FOR A DISTANCE OF 141.51 FEET; THENCE SOUTH 00°08'31" EAST, FOR A DISTANCE OF 139.92 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 50°07'40" WEST, FOR A DISTANCE OF 15.11 FEET TO A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 620.00 FEET; THENCE ALONG SAID CURVE, WHOSE CHORD BEARS SOUTH 35°33'32" EAST, WITH A CHORD LENGTH OF 93.26 FEET, AND A DELTA OF 8°37'35", FOR A DISTANCE OF 93.35 FEET; THENCE NORTH 26°29'34" WEST, FOR A DISTANCE OF 95.59 FEET TO THE POINT OF BEGINNING.

CONTAINING 593 SQUARE FEET (0.014 ACRES) MORE OR LESS.

PART 'B'

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35; THENCE ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 NORTH 89°51'29" EAST, FOR A DISTANCE OF 255.06 FEET; THENCE SOUTH 00°08'31" EAST, FOR A DISTANCE OF 350.79 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 39°14'34" EAST, FOR A DISTANCE OF 305.04 FEET TO A CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 668.85 FEET; THENCE ALONG SAID CURVE, WHOSE CHORD BEARS NORTH 39°23'14" WEST, WITH A CHORD LENGTH OF 300.56 FEET, AND A DELTA OF 25°58'06", FOR A DISTANCE OF 303.15 FEET; THENCE NORTH 26°39'35" WEST, FOR A DISTANCE OF 4.55 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,551 SQUARE FEET (0.082 ACRES) MORE OR LESS.

PART 'C'

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35; THENCE ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 NORTH 89°51'29" EAST, FOR A DISTANCE OF 490.75 FEET; THENCE SOUTH 00°08'31" EAST, FOR A DISTANCE OF 618.39 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 83°29'34" EAST, FOR A DISTANCE OF 406.86 FEET; THENCE SOUTH 66°29'34" EAST, FOR A DISTANCE OF 339.94 FEET TO A CURVE CONCAVE NORTHERLY WITH A RADIUS OF 475.00 FEET; THENCE ALONG SAID CURVE, WHOSE CHORD BEARS NORTH 85°18'14" WEST, WITH A CHORD LENGTH OF 122.82 FEET, AND A DELTA OF 14°51'25", FOR A DISTANCE OF 123.17 FEET; THENCE

NORTH 77°52'31" WEST, FOR A DISTANCE OF 339.66 FEET TO A CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 668.85 FEET; THENCE ALONG SAID CURVE, WHOSE CHORD BEARS NORTH 69°00'49" WEST, WITH A CHORD LENGTH OF 280.05 FEET, AND A DELTA OF 24°10'08", FOR A DISTANCE OF 282.14 FEET TO THE POINT OF BEGINNING.

CONTAINING 38,167 SQUARE FEET (0.876 ACRES) MORE OR LESS.

WHEREAS, the City Engineer has reviewed and approved said vacation; and

WHEREAS, the Code of Iowa provides that an easement may be vacated only after notice and hearing as provided by law.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Polk City, Iowa, that a public hearing before this Council on the proposal set forth in the preamble to this Resolution is set for 6:00 p.m., on the 8th day of November, 2021. The City Clerk is directed to publish the Notice of said hearing at the time and in the manner required by law.

DATED at Polk City, Iowa, this 25th day of October, 2021.

Jason Morse, Mayor

ATTEST:

Jenny Coffin, City Clerk



City of Polk City, Iowa City Council Agenda Communication

Date: October 25, 2021 City Council Meeting
To: Mayor Jason Morse & City Council
From: Chelsea Huisman, City Manager

Subject: Set public hearing for FY22 budget amendment #1

BACKGROUND: On Monday, the City Council will set a public hearing for a budget amendment for the Fiscal Year 22 (July 1, 2021-June 30, 2022). The proposed amendment includes amending for \$3,215,347 in revenue, and \$3,290,742 in expenditures. The City plans to utilize some fund balance cash in the City's LMI fund to offset the additional expenses proposed in the amendment. Explanation for each adjustment is as follows:

Revenue:

1. Amend for additional LOST funds in the amount of \$217,379
2. Amend for general obligation proceeds to pay off 2014 GO Bonds in the amount of \$976,062
3. Amend for loan proceeds from GO 2021 bond issuance \$1,806,417
4. Amend for grant funding from IDALS in the amount of \$50,000
5. Amend for charges for services for SQR Project (residential payments) in the amount of \$50,000
6. Amend for transfers into the General Fund from LOST \$108,689
7. Amend for transfers into the Capital Equipment fund from the General Fund \$6,800

Expenses:

1. Amend for IT Expenses for Public Safety in the amount of \$20,500
2. Amend for dog control expenses in the amount of \$2,000
3. Amend for health and social services for mosquito control for an additional \$4,000 for chemicals
4. Amend for contribution for housing project utilizing LMI funds in the amount of \$390,000
5. Amend for paying off GO 2014 bonds in the amount of \$976,187
6. Amend for interest payment for GO 2021 bonds in the amount of \$50,325
7. Amend for a capital roundabout project in the amount of \$1,503,000
8. Amend for the purchase of capital equipment for public works (street sweeper and jet trailer) in the amount of \$114,241
9. Amend for Soil Quality Restoration Project expenses in the amount of \$115,000
10. Amend for transfer out of LOST to the General Fund in the amount of \$108,689
11. Amend for transfer out of the General Fund to the capital equipment fund in the amount of \$6,800

ALTERNATIVES: Do not set the public hearing for the proposed budget amendment

FINANCIAL CONSIDERATIONS: The financial considerations for this amendment are additional expenditures in the amount of \$75,395. Most of the additional expenditures are attributed to the roundabout project (un-budgeted for), paying off the City's 2014 General Obligation bonds, Soil Quality restoration project, and contribution to housing project using LMI funds.

RECOMMENDATION: It is my recommendation that the Council set the public hearing for the budget amendment for FY21-22 for Monday, November 22, 2021 at 6PM.

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET

POLK CITY
Fiscal Year July 1, 2021 - June 30, 2022

The City of POLK CITY will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2022

Meeting Date/Time: 11/22/2021 06:00 PM

Contact: Jenny Coffin

Phone: (515) 984-6233

Meeting Location: Council Chambers at City Hall

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing.

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	2,992,568	0	2,992,568
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	2,992,568	0	2,992,568
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	698,450	0	698,450
Other City Taxes	6	819,401	217,379	1,036,780
Licenses & Permits	7	207,450	0	207,450
Use of Money & Property	8	217,700	0	217,700
Intergovernmental	9	797,476	0	797,476
Charges for Service	10	3,855,100	100,000	3,955,100
Special Assessments	11	0	0	0
Miscellaneous	12	16,638	0	16,638
Other Financing Sources	13	463,000	2,782,479	3,245,479
Transfers In	14	1,532,810	115,489	1,648,299
Total Revenues & Other Sources	15	11,600,593	3,215,347	14,815,940
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	2,103,089	22,500	2,125,589
Public Works	17	755,867	0	755,867
Health and Social Services	18	0	4,000	4,000
Culture and Recreation	19	781,975	0	781,975
Community and Economic Development	20	494,232	390,000	884,232
General Government	21	626,316	0	626,316
Debt Service	22	638,990	1,026,512	1,665,502
Capital Projects	23	1,559,975	1,595,241	3,155,216
Total Government Activities Expenditures	24	6,960,444	3,038,253	9,998,697
Business Type/Enterprise	25	2,982,288	137,000	3,119,288
Total Gov Activities & Business Expenditures	26	9,942,732	3,175,253	13,117,985
Transfers Out	27	1,532,810	115,489	1,648,299
Total Expenditures/Transfers Out	28	11,475,542	3,290,742	14,766,284
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	125,051	-75,395	49,656
Beginning Fund Balance July 1, 2021	30	9,111,372	0	9,111,372
Ending Fund Balance June 30, 2022	31	9,236,423	-75,395	9,161,028

Explanation of Changes: The City is amending it's FY22 budget for the following revenue sources: proceeds from debt, additional LOST, state grants, and additional charges for services. The City is also amending for the following expenditures: pay off outstanding 2014 GO loans, a capital roundabout project, a public/private storm water project, purchase of equipment, use of LMI funds, and additionally incurred IT expenses.

RESOLUTION NO. 2021-103

**A RESOLUTION SETTING A PUBLIC HEARING ON AN AMENDMENT TO
THE FY 21/22 BUDGET FOR THE CITY OF POLK CITY, IOWA**

WHEREAS, the City Council of the City of Polk City, Iowa and City Staff have prepared an amendment to the Fiscal Year 2021-2022 City Budget; and

WHEREAS, it is necessary to hold a public hearing to review and approve an amendment to the budget.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa hereby orders a public hearing and notice thereof to be held on November 22, 2021 at 6:00 p.m. in the City Hall Council Chambers, Polk City, Iowa on the amendment to the FY 21/22 City Budget.

PASSED AND APPROVED the 25th day of October 2021.

Jason Morse, Mayor

ATTEST:

Jenny Coffin, City Clerk



City of Polk City, Iowa

City Council Agenda Communication

Date: October 25, 2021 City Council Meeting
To: Mayor Jason Morse & City Council
From: Chelsea Huisman, City Manager
Subject: Agreement to Complete with Kwik Star

BACKGROUND: For the City Council's consideration on Monday is an agreement to complete with KwikStar. KwikStar had planned to have a soft opening on October 14th and requested a temporary Occupancy Permit. To allow the store to open, we did issue a temporary permit in exchange for a signed agreement to complete, as well as two checks for outstanding public and private improvements, for a grand total of \$178,000.

There is a good chance that prior to the Council approving the agreement on Monday, October 25th that KwikStar has completed some of their outstanding punch list items. City staff will do their best to have as updated punch list as possible prior to Monday's City Council meeting.

ALTERNATIVES: Do not approve the agreement to complete

FINANCIAL CONSIDERATIONS: None

RECOMMENDATION: It is my recommendation that the Council approve the agreement to complete.

RESOLUTION NO. 2021-104

A RESOLUTION APPROVING AN AGREEMENT TO COMPLETE FOR KWIK STAR #1089 AND PRIVATE SITE IMPROVEMENTS FOR KWIK STAR SITE PLAN

WHEREAS, the City Council for Polk City Iowa, approved the Site Plan for Kwik Star #1089 on June 22, 2020; and

WHEREAS, the Developer has substantially completed construction for the public improvements in accordance with the Construction Drawings approved on June 22, 2020 however there are certain public improvements that have not yet been completed; and

WHEREAS, the developer has signed an Agreement to Complete which covers their responsibility for completing the outstanding punchlist items; and

WHEREAS, the developer has provided a Certified Check in the amount of \$67,500 to cover the cost of completing the public improvements on the punchlist dated October 12, 2021 said public improvements to be completed and ready for Council approval before December 1, 2021 with check to be returned by the City Clerk following City Council acceptance of the public improvements and the developer has paid all fees; and

WHEREAS, the developer has provided a Certified Check in the amount of \$110,000 to cover the cost of completing the private improvements on the punchlist dated October 12, 2021 said improvements to be completed on or before October 29, 2021, said check to be returned by the City Clerk once a permanent Certificate of Occupancy has been issued; and

WHEREAS, the City Engineer and the City Attorney recommend approval of the Agreement to Complete for Kwik Star to facilitate issuance of Temporary Certificate of Occupancy for said site.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa hereby accepts the recommendations of the City Engineer and the City Attorney and deems it appropriate to approve the Agreement to Complete for Kwik Star.

PASSED AND APPROVED the 25th day October 2021.

Jason Morse, Mayor

ATTEST:

Jenny Coffin, City Clerk

AGREEMENT TO COMPLETE
PUBLIC IMPROVEMENTS FOR KWIK STAR #1089
AND
PRIVATE SITE IMPROVEMENTS FOR
KWIK STAR SITE PLAN

THIS AGREEMENT made and entered into as of the 25 day of October, 2021, between Kwik Star, Inc., 1626 Oak Street, La Crosse, Wisconsin 54602, a Wisconsin Corporation ("Developer"); and the City of Polk City, Iowa.

WHEREAS, on June 22, 2020, the City of Polk City approved the Construction Drawings for Kwik Star #1089 covering the public improvements associated with Kwik Trip #1089, a plat of subdivision located in the City of Polk City, Iowa; and

WHEREAS, the Developer has substantially completed construction of the public improvements in accordance with said approved Construction Drawings for Kwik Star #1089, however certain public improvements have not yet been completed by the Developer to the satisfaction of Polk City including, but not limited to, installation of traffic signal, construction of median islands, installation of street lights, and other items as enumerated on the attached punch list for public improvements dated October 13, 2021; and

WHEREAS, on June 22, 2020, the City of Polk City approved the Site Plan for Kwik Star located on Lot 1 of Kwik Trip #1089 at 1090 Parker Boulevard, Polk City, Iowa; and

WHEREAS, the Building Inspectors, Safe Building Compliance & Technology, have inspected the premises and determined the building interior and exterior construction is substantially complete and therefore may be occupied; and

WHEREAS, the Developer has substantially completed construction of site work items as detailed on said Site Plan, however certain private improvements have not yet been completed by the Developer to the satisfaction of Polk City including, but not limited to, paving of an access drive to the City of Polk City's lift station, installation of an 8' tall solid vinyl panel fence and other items as enumerated on the attached punch list for private improvements dated October 13, 2021; and

WHEREAS, the Developer is desirous of obtaining a Temporary Certificate of Occupancy subject to the terms and conditions of this Agreement; and

WHEREAS, Polk City is desirous of granting a Temporary Certificate of Occupancy subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of Polk City granting a Temporary Certificate of Occupancy and in further consideration of the mutual promises and covenants herein contained, the parties hereto do hereby agree as follows:

- A. Developer has not yet completed the work included on the punchlist for public improvements dated October 12, 2021. Developer shall complete these punchlist items (the “Public Improvements”) in accordance with Polk City specifications and the approved Construction Drawings. Developer agrees that all Punchlist items shall be completed and ready for Council acceptance on or before **December 1, 2021**.
 - 1. Developer has provided a certified check in the amount of **\$67,500** to the City of Polk City as security for the completion of the Public Improvements, with the exception of the installation of traffic signal and streetlights, which shall be retained in the City Clerk’s office until the City of Polk City has confirmed that all punchlist items have been satisfactorily completed.
 - 2. Developer has provided a Performance Bond in the amount of \$982,429.12 as security covering Kwik Trip, Inc.’s responsibility to construct the public improvements for Kwik Star #1089.
 - 3. Developer has also provided a copy of the signed contract with K W Electric of Bloomfield, Iowa for installation of the traffic signal and with MidAmerican Energy Company for the installation of the street lights to the City of Polk City as security for completion of said public improvement items.
- B. Developer has not yet completed the work included on the punchlist for private improvements dated October 12, 2021. Developer shall complete these punchlist items (the “Private Improvements”) in accordance with Polk City code and with the approved Site Plan by and that said Site Work be completed on or before **October 29, 2021**.
 - 1. Developer has provided a certified check in the amount of **\$110,000** to Polk City as security for the completion of the Private Improvements which shall be retained in the City Clerk’s office until the City of Polk City has confirmed that all punchlist items have been satisfactorily completed.
- C. Developer agrees that all Public Improvements and Private Improvements shall be complete before a permanent Certificate of Occupancy is issued for Kwik Star #1089.

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

Kwik Trip, Inc.
("Developer")

CITY OF POLK CITY, IOWA
("Mayor")

By: 

By: _____

Name (print): JEFFERY WROBLE

Name: Jason Morse

Title: CFO, VICE PRESIDENT & TREASURER

Title: Mayor, City of Polk City, Iowa

ATTEST:

Jenny Coffin, City Clerk



City of Polk City, Iowa

City Council Agenda Communication

Date: October 25, 2021 City Council Meeting
To: Mayor Jason Morse & City Council
From: Chelsea Huisman, City Manager

Subject: Acceptance of Documents from DYOWA, LLC regarding N. 3rd Street & Vista Lake Ave. Intersection Improvements project

BACKGROUND: On Monday the City Council will need to accept acquisition documents from the 4 properties for the roundabout project located at N. 3rd Street & Vista Lake Ave. City Attorney has reviewed all documents and finds them to be in order. Each acquisition is crucial for the completion of the intersection improvements project.

ALTERNATIVES: Do not accept the acquisition documents

FINANCIAL CONSIDERATIONS: None

RECOMMENDATION: It is my recommendation that the Council accept the acquisition documents from DYOWA.

RESOLUTION NO. 2021-107

**RESOLUTION AUTHORIZING ACCEPTANCE OF DOCUMENTS FROM
DYOWA, LLC REGARDING N. 3RD STREET AND VISTA LAKE AVENUE
INTERSECTION IMPROVEMENTS PROJECT**

WHEREAS, the City of Polk City desires to acquire certain property from DYOWA, LLC for use in the N. 3rd Street and Vista Lake Avenue Intersection Improvements Project;

WHEREAS, DYOWA, LLC desires to grant the use of certain property to the City of Polk City for use in the N. 3rd Street and Vista Lake Avenue Intersection Improvements Project by delivery of executed Warranty Deed, Groundwater Hazard Statement, Public Utility Easement, Water Main Easement, and Temporary Easement to the City of Polk City (the “Documents”); and,

WHEREAS, the City Council of the City of Polk City believes it is in the best interest of the City of Polk City to accept the Documents.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa hereby authorizes the acceptance of the Documents, and the Mayor and City Clerk are hereby authorized to execute said Documents.

PASSED AND APPROVED the 25 day of October, 2021.

Jason Morse, Mayor

Attest:

Jenny Coffin, City Clerk



City of Polk City, Iowa

City Council Agenda Communication

Date: October 25, 2021 City Council Meeting
To: Mayor Jason Morse & City Council
From: Chelsea Huisman, City Manager

Subject: Acceptance of Documents from Iowa Asset Acquisition, LLC regarding N. 3rd Street & Vista Lake Ave. Intersection Improvements project

BACKGROUND: On Monday the City Council will need to accept acquisition documents from the 4 properties for the roundabout project located at N. 3rd Street & Vista Lake Ave. City Attorney has reviewed all documents and finds them to be in order. Each acquisition is crucial for the completion of the intersection improvements project.

ALTERNATIVES: Do not accept the acquisition documents

FINANCIAL CONSIDERATIONS: None

RECOMMENDATION: It is my recommendation that the Council accept the acquisition documents from Iowa Asset Acquisition, LLC.

RESOLUTION NO. 2021-108

**RESOLUTION AUTHORIZING ACCEPTANCE OF DOCUMENTS FROM
IOWA ASSET ACQUISITION, LLC REGARDING N. 3RD STREET AND VISTA
LAKE AVENUE INTERSECTION IMPROVEMENTS PROJECT**

WHEREAS, the City of Polk City desires to acquire certain property from Iowa Asset Acquisition, LLC for use in the N. 3rd Street and Vista Lake Avenue Intersection Improvements Project;

WHEREAS, Iowa Asset Acquisition, LLC desires to grant the use of certain property to the City of Polk City for use in the N. 3rd Street and Vista Lake Avenue Intersection Improvements Project by delivery of executed Warranty Deed, Groundwater Hazard Statement, Public Utility Easement, and Temporary Easement to the City of Polk City (the “Documents”); and,

WHEREAS, the City Council of the City of Polk City believes it is in the best interest of the City of Polk City to accept the Documents.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa hereby authorizes the acceptance of the Documents, and the Mayor and City Clerk are hereby authorized to execute said Documents.

PASSED AND APPROVED the 25 day of October, 2021.

Jason Morse, Mayor

Attest:

Jenny Coffin, City Clerk

REAL ESTATE TRANSFER - GROUNDWATER HAZARD STATEMENT
TO BE COMPLETED BY TRANSFEROR

TRANSFEROR:

Name: Iowa Asset Acquisition II, LLC
Address: 2540 73rd Street, Urbandale, IA 50322

TRANSFeree:

Name: City of Polk City, Iowa
Address: 112 S 3rd Street, PO Box 426, Polk City, IA 50226

Address of Property Transferred:

Number and Street or RR, City, Town or P.O., State Zip

Legal Description of Property: (Attach if necessary)

A PART OF OUTLOT 'A', WOLF CREEK TOWNHOMES PLAT 3, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA, AND DESCRIBED AS FOLLOWS:

BEGINNING AT A SOUTHEASTERLY CORNER OF SAID OUTLOT 'A'; THENCE SOUTH 89°58'08" WEST ALONG THE SOUTH LINE OF SAID OUTLOT 'A', 113.03 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 150.00 FEET, WHOSE ARC LENGTH IS 64.65 FEET AND WHOSE CHORD BEARS NORTH 77°37'16" EAST, 64.15 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 56.00 FEET, WHOSE ARC LENGTH IS 8.72 FEET AND WHOSE CHORD BEARS NORTH 69°44'03" EAST, 8.71 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 284.00 FEET, WHOSE ARC LENGTH IS 68.17 FEET AND WHOSE CHORD BEARS NORTH 66°22'53" EAST, 68.01 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 64.00 FEET, WHOSE ARC LENGTH IS 8.44 FEET AND WHOSE CHORD BEARS NORTH 55°43'42" EAST, 8.43 FEET TO THE EAST LINE OF SAID OUTLOT 'A'; THENCE SOUTH 04°59'02" WEST ALONG SAID EAST LINE, 25.94 FEET TO A SOUTHEASTERLY LINE OF SAID OUTLOT 'A' AND ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 37.04 FEET AND WHOSE CHORD BEARS SOUTH 47°21'40" WEST 33.74 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.05 ACRES (2,315 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

1. Wells (check one)

- ☒ There are no known wells situated on this property.
- ☐ There is a well or wells situated on this property. The type(s), location(s) and legal status are stated below or set forth on an attached separate sheet, as necessary.

2. Solid Waste Disposal (check one)

- ☒ There is no known solid waste disposal site on this property.
- ☐ There is a solid waste disposal site on this property and information related thereto is provided in Attachment #1, attached to this document.

3. Hazardous Wastes (check one)

- ☒ There is no known hazardous waste on this property.
- ☐ There is hazardous waste on this property and information related thereto is provided in Attachment #1, attached to this document.

4. Underground Storage Tanks (check one)

- ☒ There are no known underground storage tanks on this property. (Note exclusions such as small farm and residential motor fuel tanks, most heating oil tanks, cisterns and septic tanks, in instructions.)
- ☐ There is an underground storage tank on this property. The type(s), size(s) and any known substance(s) contained are listed below or on an attached separate sheet, as necessary.

5. Private Burial Site (check one)

- ☒ There are no known private burial sites on this property.
- ☐ There is a private burial site on this property. The location(s) of the site(s) and known identifying information of the decedent(s) is stated below or on an attached separate sheet, as necessary.

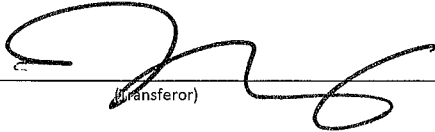
6. Private Sewage Disposal System (check one)

- ☐ All buildings on this property are served by a public or semi-public sewage disposal system.
- ☒ This transaction does not involve the transfer of any building which has or is required by law to have a sewage disposal system.
- ☐ There is a building served by private sewage disposal system on this property or a building without any lawful sewage disposal system. A certified inspector's report is attached which documents the condition of the private sewage disposal system and whether any modifications are required to conform to standards adopted by the Department of Natural Resources. A certified inspection report must be accompanied by this form when recording.
- ☐ There is a building served by private sewage disposal system on this property. Weather or other temporary physical conditions prevent the certified inspection of the private sewage disposal system from being conducted. The buyer has executed a binding acknowledgment with the county board of health to conduct a certified inspection of the private sewage disposal system at the earliest practicable time and to be responsible for any required modifications to the private sewage disposal system as identified by the certified inspection. A copy of the binding acknowledgment is attached to this form.
- ☐ There is a building served by private sewage disposal system on this property. The buyer has executed a binding acknowledgment with the county board of health to install a new private sewage disposal system on this property within an agreed upon time period. A copy of the binding acknowledgment is provided with this form.
- ☐ There is a building served by private sewage disposal system on this property. The building to which the sewage disposal system is connected will be demolished without being occupied. The buyer has executed a binding acknowledgment with the county board of health to demolish the building within an agreed upon time period. A copy of the binding acknowledgment is provided with this form. [Exemption #9]
- ☐ This property is exempt from the private sewage disposal inspection requirements pursuant to the following exemption [Note: for exemption #9 use prior check box]: _____.
- ☐ The private sewage disposal system has been installed within the past two years pursuant to permit number _____.

Information required by statements checked above should be provided here or on separate sheets attached hereto:

I HEREBY DECLARE THAT I HAVE REVIEWED THE INSTRUCTIONS
FOR THIS FORM AND THAT THE INFORMATION STATED
ABOVE IS TRUE AND CORRECT.

Signature: _____


(transferor)

Telephone No.: _____

515-440-1111

**WARRANTY DEED
(CORPORATE GRANTOR)
Recorder's Cover Sheet**

Preparer Information: Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266, Phone: (515) 274-1450

Taxpayer Information: City of Polk City, Iowa, 112 S 3rd St., PO Box 426, Polk City, IA 50266

Return Document To: Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266

Grantors: Iowa Asset Acquisition II, LLC

Grantees: City of Polk City, Iowa

Legal Description: See Page 2

Document or instrument number of previously recorded documents:



WARRANTY DEED
(CORPORATE GRANTOR)

For the consideration of One Dollar(s) and other valuable consideration, Iowa Asset Acquisition II, LLC, a limited liability company organized and existing under the laws of Iowa, does hereby Convey to City of Polk City, Iowa, a municipal corporation, the following described real estate in Polk County, Iowa:

A PART OF OUTLOT 'A', WOLF CREEK TOWNHOMES PLAT 3, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA, AND DESCRIBED AS FOLLOWS:

BEGINNING AT A SOUTHEASTERLY CORNER OF SAID OUTLOT 'A'; THENCE SOUTH 89°58'08" WEST ALONG THE SOUTH LINE OF SAID OUTLOT 'A', 113.03 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 150.00 FEET, WHOSE ARC LENGTH IS 64.65 FEET AND WHOSE CHORD BEARS NORTH 77°37'16" EAST, 64.15 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 56.00 FEET, WHOSE ARC LENGTH IS 8.72 FEET AND WHOSE CHORD BEARS NORTH 69°44'03" EAST, 8.71 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 284.00 FEET, WHOSE ARC LENGTH IS 68.17 FEET AND WHOSE CHORD BEARS NORTH 66°22'53" EAST, 68.01 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 64.00 FEET, WHOSE ARC LENGTH IS 8.44 FEET AND WHOSE CHORD BEARS NORTH 55°43'42" EAST, 8.43 FEET TO THE EAST LINE OF SAID OUTLOT 'A'; THENCE SOUTH 04°59'02" WEST ALONG SAID EAST LINE, 25.94 FEET TO A SOUTHEASTERLY LINE OF SAID OUTLOT 'A' AND ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 37.04 FEET AND WHOSE CHORD BEARS SOUTH 47°21'40" WEST 33.74 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.05 ACRES (2,315 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

This deed is exempt according to Iowa Code 428A.2(6).

The Corporation hereby covenants with grantees, and successors in interest, that it holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and it covenants to Warrant and Defend the real estate against the lawful claims of all persons, except as may be above stated.

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

Dated: 10/11/21.

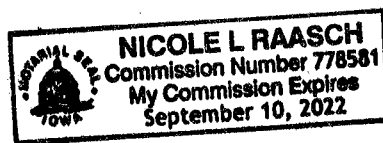
Iowa Asset Acquisition II, LLC,
an Iowa limited liability company

By [Signature]
Name: James M Myers,
Its: Manager

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on October 11, 2021,
by James M Myers, as Manager, of
Iowa Asset Acquisition II, LLC, a limited liability company.

[Signature]
Signature of Notary Public



WHEN RECORDED RETURN TO:

Amy S. Beattie
6701 Westown Parkway, Suite 100
West Des Moines, Iowa 50266

Preparer Information: Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, Iowa 50266 (515) 274-1450

TEMPORARY EASEMENT FOR CONSTRUCTION

KNOW ALL BY THESE PRESENTS:

That Iowa Asset Acquisition II, LLC, an Iowa limited liability company (hereinafter called "Grantor"), in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration in hand paid by the City of Polk City, Iowa upon final approval and acceptance of this easement do hereby convey unto the City of Polk City, Iowa, a municipal corporation, in the County of Polk, State of Iowa, a temporary easement across the following described real estate:

That said easement is granted unto the City of Polk City, Iowa, for the purpose of the construction, installation and maintenance of the following described public improvement:

In connection herewith it is specifically agreed that by this easement, the City of Polk City shall have the right to enter upon said premises as shall be necessary to construct, reconstruct, inspect, repair, operate and maintain and service any and all of said improvements and all appurtenances thereto, together with the right to use and operate said improvements as it deems necessary.

The said municipal corporation shall restore said described land to a satisfactory condition after construction and/or maintenance in substantially the same condition as prior to entry.

This easement shall be for the period of time necessary to construct this improvement.

That the grantors do hereby covenant with said grantee, and successors in interest, that said grantors hold said real estate by title and fee simple; that they have 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 hereinabove stated; that said grantors covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be above stated.

IN WITNESS WHEREOF WE have hereunto affixed our hands this 11 day of

October, 2021.

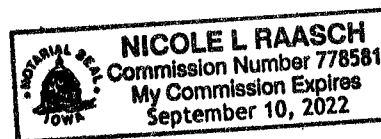
Iowa Asset Acquisition II, LLC,
an Iowa limited liability company

By: [Signature]
Name: James M Myers
Title: Manager

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this 11 day of October, 2021, before me, a Notary Public in and for said county, personally appeared James M Myers, to me personally known, who being by me duly (sworn or affirmed) did say that he/she is the Manager of said limited liability company, and that said instrument was signed on behalf of the said company by authority of its officers; and, that said James M Myers, as such Manager, acknowledged the execution of said instrument to be the voluntary act and deed of said company, by it and by him/her voluntarily executed.

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



ACCEPTANCE BY CITY

STATE OF IOWA)
) ss:
COUNTY OF POLK)

I, Jenny Gibbons, City Clerk of the City of Polk City, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City by Resolution No. _____, passed on the ____ day of _____, 2021, and this certificate is made pursuant to authority contained in said Resolution.

Signed this ____ day of _____, 2021.

Jenny Gibbons, City Clerk of the City of Polk City, Iowa

WHEN RECORDED RETURN TO:

Amy S. Beattie
6701 Westown Parkway, Suite 100
West Des Moines, Iowa 50266

Preparer Information: Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, Iowa 50266 (515) 274-1450

PUBLIC UTILITY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, Iowa Asset Acquisition II, LLC, an Iowa limited liability company, of the City of Polk City, County of Polk, State of Iowa, 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, do 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:

A PART OF OUTLOT 'A' WOLF CREEK TOWNHOMES PLAT 3, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA, AND DESCRIBED AS FOLLOWS:

BEGINNING AT A NORTHEAST CORNER OF SAID OUTLOT 'A'; THENCE SOUTH 04°59'02" WEST ALONG THE EAST LINE OF SAID OUTLOT 'A', 302.55 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 64.00 FEET, WHOSE ARC LENGTH IS 8.44 FEET AND WHOSE CHORD BEARS SOUTH 55°43'42" WEST, 8.43 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 284.00 FEET, WHOSE ARC LENGTH IS 68.17 FEET AND WHOSE CHORD BEARS SOUTH 66°44'03" WEST, 68.01 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 56.00 FEET, WHOSE ARC LENGTH IS 8.72 FEET AND WHOSE CHORD BEARS SOUTH 69°44'03" WEST, 8.71 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 150.00 FEET, WHOSE ARC LENGTH IS 64.65 FEET AND WHOSE CHORD BEARS SOUTH 77°37'16" WEST, 64.15 FEET TO THE SOUTH LINE OF SAID OUTLOT 'A'; THENCE SOUTH 89°58'08" WEST ALONG SAID SOUTH LINE, 14.22 FEET; THENCE NORTH 72°13'20" EAST, 86.46 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 274.00 FEET, WHOSE ARC LENGTH IS 68.48 FEET AND WHOSE CHORD BEARS NORTH 66°03'50" EAST, 68.30 FEET; THENCE NORTH 04°59'02" EAST, 297.19 FEET TO THE NORTH LINE OF SAID OUTLOT 'A'; THENCE SOUTH 89°59'42" EAST

ALONG SAID NORTH LINE, 10.04 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.10 ACRES (4,459 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

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. Unless done at the direction or by the authority of the City, nothing in this Easement shall obligate the City to perform any work or engage in any repair or restoration of the Easement Area resulting from actions taken by other individuals or entities (i.e., utility companies).
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. The term "City" as used herein shall refer to the City of Polk City, Iowa, its agents, employees, contractors, successors and assigns.

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. Consent and Subordination of Mortgage Holder(s). By signing this Agreement, the undersigned lender, its successors and assigns consents to the terms of this easement agreement and hereby subordinates its interest in the Easement Area to the interest of the City and its successors and assigns.
9. 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.

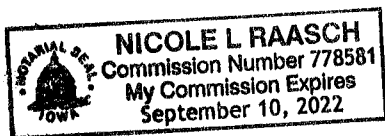
IN WITNESS WHEREOF, we have hereunto affixed our hands this 11 day of October 2021.

GRANTOR:
Iowa Asset Acquisition II, LLC
an Iowa limited liability company

[Signature]
Name: James M. Myers
Its: Manager

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this 11 day of October, 2021, before me, a Notary Public in and for said county, personally appeared James M. Myers, to me personally known, who being by me duly (sworn or affirmed) did say that he is the Manager of said entity, that said instrument was signed on behalf of the said entity by authority of its officers; and, that said James M. Myers, as such Manager, acknowledged the execution of said instrument to be the voluntary act and deed of said entity, by it and by him voluntarily executed.



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

Consented to by: _____
Name: _____
Its: _____

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ to me personally know, who being by me duly sworn, did say that he/she is the _____ of the entity executed the within and foregoing instrument, that no seal has been procured by the entity; that the instrument was signed on behalf of the entity and by authority of its officers; and that _____, as _____, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the entity, by it and by him/her voluntarily executed.

Notary Public in and for the State of Iowa

ACCEPTANCE BY CITY

STATE OF IOWA)
) ss:
COUNTY OF POLK)

I, _____, 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__.

City Clerk of the City of Polk City, Iowa



City of Polk City, Iowa

City Council Agenda Communication

Date: October 25, 2021 City Council Meeting
To: Mayor Jason Morse & City Council
From: Chelsea Huisman, City Manager

Subject: Acceptance of Documents from TMMC Enterprises, LLC regarding N. 3rd Street & Vista Lake Ave. Intersection Improvements project

BACKGROUND: On Monday the City Council will need to accept acquisition documents from the 4 properties for the roundabout project located at N. 3rd Street & Vista Lake Ave. City Attorney has reviewed all documents and finds them to be in order. Each acquisition is crucial for the completion of the intersection improvements project.

ALTERNATIVES: Do not accept the acquisition documents

FINANCIAL CONSIDERATIONS: None

RECOMMENDATION: It is my recommendation that the Council accept the acquisition documents from TMMC Enterprises, LLC.

RESOLUTION NO. 2021-109

**RESOLUTION AUTHORIZING ACCEPTANCE OF DOCUMENTS FROM
TMMC ENTERPRISES, LLC REGARDING N. 3RD STREET AND VISTA LAKE
AVENUE INTERSECTION IMPROVEMENTS PROJECT**

WHEREAS, the City of Polk City desires to acquire certain property from TMMC Enterprises, LLC for use in the N. 3rd Street and Vista Lake Avenue Intersection Improvements Project;

WHEREAS, TMMC Enterprises, LLC desires to grant the use of certain property to the City of Polk City for use in the N. 3rd Street and Vista Lake Avenue Intersection Improvements Project by delivery of executed Warranty Deed, Groundwater Hazard Statement, Public Utility Easement, Storm Water Easement, Water Main Easement, and Temporary Easement to the City of Polk City (the “Documents”); and,

WHEREAS, the City Council of the City of Polk City believes it is in the best interest of the City of Polk City to accept the Documents.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa hereby authorizes the acceptance of the Documents, and the Mayor and City Clerk are hereby authorized to execute said Documents.

PASSED AND APPROVED the 25 day of October, 2021.

Jason Morse, Mayor

Attest:

Jenny Coffin, City Clerk



DICKINSONLAW
Dickinson Mackaman Tyler & Hagen P.C.

David L. Wetsch
(515) 246-4555
dwetsch@dickinsonlaw.com

October 15, 2021

Amy Beattie
Attorney at Law
6701 Westown Parkway, Suite 100
West Des Moines, IA 50266

Re: City of Polk City / TMMC Enterprises, L.L.C.

Dear Amy:

I hope this letter finds you well. Enclosed per your request please find an executed Warranty Deed, Groundwater Hazard Statement, Public Utility Easement, Storm Sewer Easement, Water Main Easement and Temporary Construction Easement regarding the above matter. Once these documents have been recorded I would appreciate receiving recorded copies of the same.

Sincerely,



DAVID L. WETSCH

DLW/bls
Enclosures

**WARRANTY DEED
(CORPORATE GRANTOR)
Recorder's Cover Sheet**

Preparer Information: Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266, Phone: (515) 274-1450

Taxpayer Information: City of Polk City, Iowa, 112 S 3rd St., PO Box 426, Polk City, IA 50266

Return Document To: Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266

Grantors: TMMC Enterprises, L.L.C.

Grantees: City of Polk City, Iowa

Legal Description: See Page 2

Document or instrument number of previously recorded documents:



**WARRANTY DEED
(CORPORATE GRANTOR)**

For the consideration of One Dollar(s) and other valuable consideration, TMMC Enterprises, L.L.C., a limited liability company organized and existing under the laws of Iowa, does hereby Convey to City of Polk City, Iowa, a municipal corporation, the following described real estate in Polk County, Iowa:

A PART OF LOT 3, BIG CREEK TECHNOLOGY CAMPUS PLAT 1, AN
OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA,
AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 3; THENCE SOUTH 89°52'35" WEST ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 252.77 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 73°10'22" WEST, 61.21 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 279.00 WHOSE ARC LENGTH IS 59.68 FEET AND WHOSE CHORD BEARS SOUTH 67°02'40" WEST, 59.57 FEET; THENCE CONTINUING SOUTHWESTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 69.00 FEET, WHOSE ARC LENGTH IS 24.26 FEET AND WHOSE CHORD BEARS SOUTH 50°50'40" WEST, 24.13 FEET TO THE WEST LINE OF SAID LOT 3; THENCE NORTH 04°59'02" EAST ALONG SAID WEST LINE, 28.68 FEET; THENCE NORTHERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 3 AND BEING THENCE NORTHERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 3 AND BEING ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 30.00 FEET, WHOSE ARC LENGTH IS 44.54 FEET AND WHOSE CHORD BEARS NORTH 47°29'24" EAST, 40.56 FEET TO SAID NORTH LINE OF LOT 3; THENCE NORTH 89°52'35" EAST ALONG SAID NORTH LINE, 99.76 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.06 ACRES (2,647 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

This deed is exempt according to Iowa Code 428A.2(6).

The Corporation hereby covenants with grantees, and successors in interest, that it holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and it covenants to Warrant and Defend the real estate against the lawful claims of all persons, except as may be above stated.

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

Dated: 10-13-2021.

TMMC Enterprises, L.L.C., an Iowa limited liability company

By Mark W. Bradley
Name: MARK W. Bradley,
Its: manager *MB*

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on October 13, 2021,
by Mark Bradley, as Manager, of
TMMC Enterprises, L.L.C. a limited liability company.

Kristin J Ide
Signature of Notary Public



REAL ESTATE TRANSFER - GROUNDWATER HAZARD STATEMENT
TO BE COMPLETED BY TRANSFEROR

TRANSFEROR:

Name: TMMC Enterprises, L.L.C.
Address: 8712 Friestad Court, Johnston, IA 50131

TRANSFeree:

Name: City of Polk City, Iowa
Address: 112 S 3rd Street, PO Box 426, Polk City, IA 50226

Address of Property Transferred:

Number and Street or RR, City, Town or P.O., State Zip

Legal Description of Property: (Attach if necessary)

A PART OF LOT 3, BIG CREEK TECHNOLOGY CAMPUS PLAT 1, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA, AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 3; THENCE SOUTH 89°52'35" WEST ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 252.77 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 73°10'22" WEST, 61.21 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 279.00 WHOSE ARC LENGTH IS 59.68 FEET AND WHOSE CHORD BEARS SOUTH 67°02'40" WEST, 59.57 FEET; THENCE CONTINUING SOUTHWESTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 69.00 FEET, WHOSE ARC LENGTH IS 24.26 FEET AND WHOSE CHORD BEARS SOUTH 50°50'40" WEST, 24.13 FEET TO THE WEST LINE OF SAID LOT 3; THENCE NORTH 04°59'02" EAST ALONG SAID WEST LINE, 28.68 FEET; THENCE NORTHERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 3 AND BEING THENCE NORTHERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 3 AND BEING ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 30.00 FEET, WHOSE ARC LENGTH IS 44.54 FEET AND WHOSE CHORD BEARS NORTH 47°29'24" EAST, 40.56 FEET TO SAID NORTH LINE OF LOT 3; THENCE NORTH 89°52'35" EAST ALONG SAID NORTH LINE, 99.76 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.06 ACRES (2,647 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

1. Wells (check one)

- ☒ There are no known wells situated on this property.
- ☐ There is a well or wells situated on this property. The type(s), location(s) and legal status are stated below or set forth on an attached separate sheet, as necessary.

2. Solid Waste Disposal (check one)

- ☒ There is no known solid waste disposal site on this property.
- ☐ There is a solid waste disposal site on this property and information related thereto is provided in Attachment #1, attached to this document.

3. Hazardous Wastes (check one)

- ☒ There is no known hazardous waste on this property.
- ☐ There is hazardous waste on this property and information related thereto is provided in Attachment #1, attached to this document.

4. Underground Storage Tanks (check one)

- ☒ There are no known underground storage tanks on this property. (Note exclusions such as small farm and residential motor fuel tanks, most heating oil tanks, cisterns and septic tanks, in instructions.)
- ☐ There is an underground storage tank on this property. The type(s), size(s) and any known substance(s) contained are listed below or on an attached separate sheet, as necessary.

5. Private Burial Site (check one)

- ☒ There are no known private burial sites on this property.
- ☐ There is a private burial site on this property. The location(s) of the site(s) and known identifying information of the decedent(s) is stated below or on an attached separate sheet, as necessary.

6. Private Sewage Disposal System (check one)

- ☐ All buildings on this property are served by a public or semi-public sewage disposal system.
- ☒ This transaction does not involve the transfer of any building which has or is required by law to have a sewage disposal system.
- ☐ There is a building served by private sewage disposal system on this property or a building without any lawful sewage disposal system. A certified inspector's report is attached which documents the condition of the private sewage disposal system and whether any modifications are required to conform to standards adopted by the Department of Natural Resources. A certified inspection report must be accompanied by this form when recording.
- ☐ There is a building served by private sewage disposal system on this property. Weather or other temporary physical conditions prevent the certified inspection of the private sewage disposal system from being conducted. The buyer has executed a binding acknowledgment with the county board of health to conduct a certified inspection of the private sewage disposal system at the earliest practicable time and to be responsible for any required modifications to the private sewage disposal system as identified by the certified inspection. A copy of the binding acknowledgment is attached to this form.
- ☐ There is a building served by private sewage disposal system on this property. The buyer has executed a binding acknowledgment with the county board of health to install a new private sewage disposal system on this property within an agreed upon time period. A copy of the binding acknowledgment is provided with this form.
- ☐ There is a building served by private sewage disposal system on this property. The building to which the sewage disposal system is connected will be demolished without being occupied. The buyer has executed a binding acknowledgment with the county board of health to demolish the building within an agreed upon time period. A copy of the binding acknowledgment is provided with this form. [Exemption #9]
- ☐ This property is exempt from the private sewage disposal inspection requirements pursuant to the following exemption [Note: for exemption #9 use prior check box]: _____.
- ☐ The private sewage disposal system has been installed within the past two years pursuant to permit number _____.

Information required by statements checked above should be provided here or on separate sheets attached

FILE WITH RECORDER

DNR form 542-0960 (July 18, 2012)

hereto:

I HEREBY DECLARE THAT I HAVE REVIEWED THE INSTRUCTIONS
FOR THIS FORM AND THAT THE INFORMATION STATED
ABOVE IS TRUE AND CORRECT.

Signature:

Mark Bradley
(Transferor)

Telephone No.:

515-208-2501

WHEN RECORDED RETURN TO:

Amy S. Beattie
6701 Westown Parkway, Suite 100
West Des Moines, Iowa 50266

Preparer Information: Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, Iowa 50266 (515) 274-1450

PUBLIC UTILITY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, TMMC Enterprises, L.L.C., an Iowa limited liability company, of the City of Polk City, County of Polk, State of Iowa, 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, do 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:

A PART OF LOT 3, BIG CREEK TECHNOLOGY CAMPUS PLAT 1, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA, AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 3; THENCE SOUTH 89°52'35" WEST ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 289.75 FEET; THENCE SOUTH 0°07'25" EAST, 15.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 33°17'43" WEST, 159.74 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 2227.00 FEET, WHOSE ARC LENGTH IS 201.74 AND WHOSE CHORD BEARS SOUTH 01°09'09" WEST, 201.68 FEET TO THE SOUTH LINE OF SAID LOT 3; THENCE SOUTH 89°25'48" WEST ALONG SAID SOUTH LINE, 15.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 3 AND ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 2242.00 FEET, WHOSE ARC LENGTH IS 227.77 FEET AND WHOSE CHORD BEARS NORTH 01°28'25" EAST, 227.68 FEET; THENCE NORTH 50°14'23" EAST, 35.03 FEET; THENCE NORTH 04°59'02" EAST, 63.99 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 279.00 FEET, WHOSE ARC LENGTH IS 50.51 FEET AND WHOSE CHORD BEARS NORTH 67°59'10" EAST, 50.44 FEET; THENCE NORTH 73°10'22" EAST, 9.02 FEET; THENCE NORTH 89°52'35" EAST 13.01 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.17 ACRES (7,234 S.F.).

SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

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. Unless done at the direction or by the authority of the City, nothing in this Easement shall obligate the City to perform any work or engage in any repair or restoration of the Easement Area resulting from actions taken by other individuals or entities (i.e., utility companies).
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. The term "City" as used herein shall refer to the City of Polk City, Iowa, its agents, employees, contractors, successors and assigns.
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. Consent and Subordination of Mortgage Holder(s). By signing this Agreement, the undersigned lender, its successors and assigns consents to the terms of this easement agreement and hereby subordinates its interest in the Easement Area to the interest of the City and its successors and assigns.
9. 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.

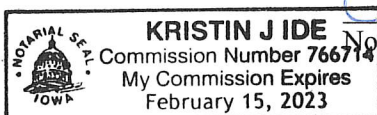
IN WITNESS WHEREOF, we have hereunto affixed our hands this 13th day of October, 2021.

GRANTOR:
TMMC Enterprises, L.L.C.
an Iowa limited liability company

Mark Bradley
Name: Mark Bradley
Its: Manager MB

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this 13 day of OCT, 2021, before me, a Notary Public in and for said county, personally appeared Mark Bradley, to me personally known, who being by me duly (sworn or affirmed) did say that he is the Manager of said entity, that said instrument was signed on behalf of the said entity by authority of its officers; and, that said Mark Bradley, as such Manager, acknowledged the execution of said instrument to be the voluntary act and deed of said entity, by it and by him voluntarily executed.



Kristin J Ide
Notary Public in and for the State of Iowa
Consented to by: _____
Name: _____
Its: _____

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ to me personally know, who being by me duly sworn, did say that he/she is the _____ of the entity executed the within and foregoing instrument, that no seal has been procured by the entity; that the instrument was signed on behalf of the entity and by authority of its officers; and that _____, as _____, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the entity, by it and by him/her voluntarily executed.

Notary Public in and for the State of Iowa

ACCEPTANCE BY CITY

STATE OF IOWA)
) ss:
COUNTY OF POLK)

I, _____, 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__.

City Clerk of the City of Polk City, Iowa

WHEN RECORDED RETURN TO:

Amy S. Beattie
6701 Westown Parkway, Suite 100
West Des Moines, Iowa 50266

Preparer Information: Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, Iowa 50266 (515) 274-1450

STORM SEWER EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, TMMC Enterprises, L.L.C., an Iowa limited liability company, of the City of Polk City, County of Polk, State of Iowa, 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, do 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:

A PART OF LOT 3, BIG CREEK TECHNOLOGY CAMPUS PLAT 1, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA, AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 3; THENCE SOUTH 89°52'35" WEST ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 301.44 FEET; THENCE SOUTH 00°07'25" EAST, 78.91 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 11°57'12" WEST, 48.73 FEET; THENCE NORTH 78°50'58" WEST, 20.00 FEET; THENCE NORTH 11°57'12" EAST, 32.44 FEET; THENCE NORTH 04°59'02" EAST ALONG SAID WEST LINE, 8.10 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 69.00 FEET, WHOSE ARC LENGTH IS 13.62 FEET AND WHOSE CHORD BEARS NORTH 46°25'40" EAST, 13.60 FEET; THENCE SOUTH 66°25'35" EAST, 80.51 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.05 ACRES (2,341 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

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:

Storm Sewer

IN WITNESS WHEREOF, we have hereunto affixed our hands this 13th day of October, 2021.

GRANTOR:
TMMC Enterprises, L.L.C.
an Iowa limited liability company

Mark W. Bradley
Name: Mark Bradley
Its: Manager

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this 13th day of October, 2021, before me, a Notary Public in and for said county, personally appeared Mark Bradley, to me personally known, who being by me duly (sworn or affirmed) did say that he is the Manager of said entity, that said instrument was signed on behalf of the said entity by authority of its officers; and, that said Mark Bradley, as such Manager, acknowledged the execution of said instrument to be the voluntary act and deed of said entity, by it and by him voluntarily executed.



Kristin J Ide
Notary Public in and for the State of Iowa

ACCEPTANCE BY CITY

STATE OF IOWA)
) ss:
COUNTY OF POLK)

I, _____, 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__.

City Clerk of the City of Polk City, Iowa

WHEN RECORDED RETURN TO:

Amy S. Beattie
6701 Westown Parkway, Suite 100
West Des Moines, Iowa 50266

Preparer Information: Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, Iowa 50266 (515) 274-1450

WATER MAIN EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, TMMC Enterprises, L.L.C., an Iowa limited liability company, of the City of Polk City, County of Polk, State of Iowa, 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, do 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:

A PART OF LOT 3, BIG CREEK TECHNOLOGY CAMPUS PLAT 1, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA, AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 3; THENCE SOUTH 89°52'35" WEST ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 352.53 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 3; THENCE SOUTH 08°43'35" WEST, 36.84 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 04°59'02" WEST, 63.99 FEET; THENCE SOUTH 50°14'23" WEST, 35.03 FEET TO THE WEST LINE OF SAID LOT 3; THENCE NORTHERLY ALONG SAID WEST LINE AND ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 2242.00 FEET, WHOSE ARC LENGTH IS 23.79 FEET AND WHOSE CHORD BEARS NORTH 04°41'17" EAST, 23.79 FEET; THENCE NORTH 04°59'02" EAST CONTINUING ALONG SAID WEST LINE, 43.04 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 69.00 FEET, AND WHOSE ARC LENGTH IS 24.26 FEET AND WHOSE CHORD BEARS NORTH 50°50'40" EAST, 24.13 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 279.00 FEET, WHOSE ARC LENGTH IS 9.17 FEET AND WHOSE CHORD BEARS NORTH 61°51'28" EAST, 9.17 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.04 ACRES (1,675 S.F.).

SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

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:

Water Main

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. Consent and Subordination of Mortgage Holder(s). By signing this Agreement, the undersigned lender, its successors and assigns consents to the terms of this easement agreement and hereby subordinates its interest in the Easement Area to the interest of the City and its successors and assigns.

9. 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.

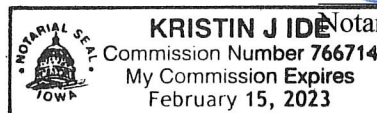
IN WITNESS WHEREOF, we have hereunto affixed our hands this 13th day of October 2021.

GRANTOR:
TMMC Enterprises, L.L.C.
an Iowa limited liability company

Mark A. Bradley
Name: Mark A. Bradley
Its: Manager

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this 13th day of October, 2021, before me, a Notary Public in and for said county, personally appeared Mark Bradley, to me personally known, who being by me duly (sworn or affirmed) did say that he is the Manager of said entity, that said instrument was signed on behalf of the said entity by authority of its officers; and, that said Mark Bradley, as such Manager, acknowledged the execution of said instrument to be the voluntary act and deed of said entity, by it and by him voluntarily executed.



Consented to by: _____
Name: _____
Its: _____

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ to me personally know, who being by me duly sworn, did say that he/she is the _____ of the entity executed the within and foregoing instrument, that no seal has been procured by the entity; that the instrument was signed on behalf of the entity and by authority of its officers; and that _____, as _____, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the entity, by it and by him/her voluntarily executed.

Notary Public in and for the State of Iowa

ACCEPTANCE BY CITY

STATE OF IOWA)
) ss:
COUNTY OF POLK)

I, _____, 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__.

City Clerk of the City of Polk City, Iowa

WHEN RECORDED RETURN TO:

Amy S. Beattie
6701 Westown Parkway, Suite 100
West Des Moines, Iowa 50266

Preparer Information: Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, Iowa 50266 (515) 274-1450

TEMPORARY EASEMENT FOR CONSTRUCTION

KNOW ALL BY THESE PRESENTS:

That TMMC Enterprises, L.L.C., an Iowa limited liability company (hereinafter called "Grantor"), in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration in hand paid by the City of Polk City, Iowa upon final approval and acceptance of this easement do hereby convey unto the City of Polk City, Iowa, a municipal corporation, in the County of Polk, State of Iowa, a temporary easement across the following described real estate:

That said easement is granted unto the City of Polk City, Iowa, for the purpose of the construction, installation and maintenance of the following described public improvement:

In connection herewith it is specifically agreed that by this easement, the City of Polk City shall have the right to enter upon said premises as shall be necessary to construct, reconstruct, inspect, repair, operate and maintain and service any and all of said improvements and all appurtenances thereto, together with the right to use and operate said improvements as it deems necessary.

The said municipal corporation shall restore said described land to a satisfactory condition after construction and/or maintenance in substantially the same condition as prior to entry.

This easement shall be for the period of time necessary to construct this improvement.

That the grantors do hereby covenant with said grantee, and successors in interest, that said grantors hold said real estate by title and fee simple; that they have 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 hereinabove stated; that said grantors covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be above stated.

IN WITNESS WHEREOF WE have hereunto affixed our hands this 13th day of October, 2021.

TMMC Enterprises, L.L.C.,
an Iowa limited liability company

By: Mark W. Bradley
Name: Mark W. Bradley
Title: manager

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this 13th day of October, 2021, before me, a Notary Public in and for said county, personally appeared Mark Bradley, to me personally known, who being by me duly (sworn or affirmed) did say that he/she is the manager of said limited liability company, and that said instrument was signed on behalf of the said company by authority of its officers; and, that said Mark Bradley, as such manager, acknowledged the execution of said instrument to be the voluntary act and deed of said company, by it and by him/her voluntarily executed.

Kristin J Ide



Notary Public in and for the State of Iowa

ACCEPTANCE BY CITY

STATE OF IOWA)
) ss:
COUNTY OF POLK)

I, Jenny Gibbons, City Clerk of the City of Polk City, Iowa, do hereby certify that the within and foregoing 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____.

Jenny Gibbons, City Clerk of the City of Polk City, Iowa



City of Polk City, Iowa

City Council Agenda Communication

Date: October 25, 2021 City Council Meeting
To: Mayor Jason Morse & City Council
From: Chelsea Huisman, City Manager

Subject: Acceptance of Documents from Wolf Creek Townhomes Association regarding N. 3rd Street & Vista Lake Ave. Intersection Improvements project

BACKGROUND: On Monday the City Council will need to accept acquisition documents from the 4 properties for the roundabout project located at N. 3rd Street & Vista Lake Ave. City Attorney has reviewed all documents and finds them to be in order. Each acquisition is crucial for the completion of the intersection improvements project.

ALTERNATIVES: Do not accept the acquisition documents

FINANCIAL CONSIDERATIONS: None

RECOMMENDATION: It is my recommendation that the Council accept the acquisition documents from Wolf Creek Townhomes Association.

RESOLUTION NO. 2021-110

**RESOLUTION AUTHORIZING ACCEPTANCE OF DOCUMENTS FROM
WOLF CREEK TOWNHOMES ASSOCIATION REGARDING N. 3RD STREET
AND VISTA LAKE AVENUE INTERSECTION IMPROVEMENTS PROJECT**

WHEREAS, the City of Polk City desires to acquire certain property from Wolf Creek Townhomes Association for use in the N. 3rd Street and Vista Lake Avenue Intersection Improvements Project;

WHEREAS, Wolf Creek Townhomes Association desires to grant the use of certain property to the City of Polk City for use in the N. 3rd Street and Vista Lake Avenue Intersection Improvements Project by delivery of executed Warranty Deed, Groundwater Hazard Statement, Public Utility Easement, and Temporary Easement to the City of Polk City (the “Documents”); and,

WHEREAS, the City Council of the City of Polk City believes it is in the best interest of the City of Polk City to accept the Documents.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa hereby authorizes the acceptance of the Documents, and the Mayor and City Clerk are hereby authorized to execute said Documents.

PASSED AND APPROVED the 25 day of October, 2021.

Jason Morse, Mayor

Attest:

Jenny Coffin, City Clerk



City of Polk City, Iowa

City Council Agenda Communication

Date: October 25, 2021 City Council Meeting
To: Mayor Jason Morse & City Council
From: Chelsea Huisman, City Manager

Subject: Setting Public Hearing for the Vacation of a Certain Easement associated with Hy-Vee's future location in Crossroads at the Lakes Plat 2

BACKGROUND: On Monday the City Council will need to set a public hearing for vacation of a public storm sewer easement on property owned by Hy-Vee. The property is located in Plat 2 of Crossroads at the Lakes. The public hearing will need to be set for Monday, November 8th at 6pm, and will require 3 readings prior to final approval of the vacation.

ALTERNATIVES: Do not set the public hearing.

FINANCIAL CONSIDERATIONS: None

RECOMMENDATION: It is my recommendation that the Council set the public hearing for Monday, November 8, 2021, at 6pm.

RESOLUTION NO. 2020-114

**RESOLUTION SETTING A PUBLIC HEARING ON THE
VACATION OF CERTAIN EASEMENTS IN CROSSROADS
AT THE LAKES PLAT 2 POLK CITY**

WHEREAS, a proposal has been made for the City to vacate the Public Ingress/Egress Easement on the following described real property:

LEGAL DESCRIPTION: Vacation of 36' wide Public Ingress/Egress Easement previously recorded in Book 16885, Page 487-490 of the Office of the Polk County Recorder. The South 17.00 feet of LOT 39 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

The North 19.00 feet of OUTLOT 'Z' 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

WHEREAS, a proposal has been made for the City to vacate the Public Storm Sewer Easement on the following described real property:

LEGAL DESCRIPTION: Vacation of 36' wide Public Storm Sewer Easement previously shown on recorded 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 in Book 16885, Page 483-486 The South 17.00 feet of LOT 39 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

The North 19.00 feet of OUTLOT 'Z' 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.

WHEREAS, the City Engineer has reviewed and approved said vacation; and

WHEREAS, the Code of Iowa provides that an easement may be vacated only after notice and hearing as provided by law.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Polk City, Iowa, that a public hearing before this Council on the proposal to vacate certain easements as set forth in the preamble to this Resolution is set for 6:00 p.m., on the 8th day of November 2021. The City Clerk is directed to publish the Notice of said hearing at the time and in the manner required by law.

DATED at Polk City, Iowa, this 25th day of October 2021.

Jason Morse, Mayor

ATTEST:

Jenny Coffin, City Clerk

MEETING MINUTES
The City of Polk City
Planning and Zoning Commission
6:00 p.m., Monday, October 18, 2021

Polk City, Planning and Zoning Commission (P&Z) held a meeting at 6:00 p.m., on October 18, 2021, in the 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** | Bowersox called the meeting to order at 6:00 p.m.
2. **Roll Call** | Hankins, Triplett, Sires, Bowersox, Dietz | In attendance
Ohlfest, Vogel | Absent
3. **Approval of Agenda**
MOTION: A motion was made by Hankins and seconded by Sires to approve the agenda.
MOTION CARRIED UNANIMOUSLY
4. **Public Comments** | None
5. **Approval of Meeting Minutes**
MOTION: A motion was made by Triplett and seconded by Sires to approve the September 20, 2021, meeting minutes.
MOTION CARRIED UNANIMOUSLY
6. **Plat of Survey for 402 & 406 Walnut Street**
MOTION: A motion was made by Hankins and seconded by Sires to recommend Council approve the Plat of Survey for 402 & 406 Walnut Street
MOTION CARRIED UNANIMOUSLY
7. **Final Plat for Ledgestone Ridge**
MOTION: A motion was made by Hankins and seconded by Bowersox to recommend Council approve the Final Plat subject to staff and engineering comments dated October 14, 2021
YES: Bowersox, Hankins
NO: Dietz, Triplett, Sires
MOTION FAILED
8. **Reports & Particulars**
 - Commission Member Hankins asked Staff to follow up on the outstanding items on the Comprehensive Plan at the next meeting and asked Staff to address the exemption of off-street parking requirements for the Town Square regarding residential use.
9. **Adjournment**
MOTION: A motion was made by Triplett and seconded by Dietz to adjourn at 6:22 p.m.
MOTION CARRIED UNANIMOUSLY
Next Meeting Date – Monday, November 15, 2021

Attest:

Jenny Coffin - City Clerk

Polk City Murals - Request for Proposal

Overview:

The Community Visioning committee of Polk City Iowa is requesting proposals for two permanent murals in town. Artists can choose to propose on just one of the walls, or both walls if they choose. If both walls are included in a single proposal, they should be included as separate line items with separate cost estimates for each wall in the event separate artists are chosen for each wall. A single chosen artist could be selected for both walls. Mural installations would need to be completed during the 2022 calendar year.

- **Wall 1** – located on the northeast side of the existing fire station building at 112 N 3rd Street. This building wall has metal siding and is approximately 32' long by 14' high in size, overlooking W Broadway Street, a heavily traveled street in town. There is an opportunity to extend the mural an additional 23' to the left of the door, depending on the costs, however estimates are to only assume the 32'x14' wall at this time. Photos are included on the following pages.
- **Wall 2** – a concrete retaining wall located along the west side of S 3rd Street between Grimes and Church Streets. The wall is approximately 206 feet long and varies in height from 1-4 feet. Photos are included on the following pages.

Polk City completed the Iowa's Living Roadways Community Visioning process in 2019-2020. Beautification was one of the priorities for improvements, with murals being one way to accomplish that. Since then, a separate committee has been meeting regularly to advance the implementation of these murals, guided by a ***vision to enhance the natural, cultural, and visual resources throughout Polk City through public art.***

Polk City is known as "A City for All Seasons" and has a small town feel even though it is located just north of the Des Moines metropolitan area. The city is surrounded by many recreational amenities such as Big Creek State Park, Saylorville Lake, Tournament Club of Iowa Golf Course, and the Neal Smith and High Trestle regional bike trails, all of which draw visitors into town regularly to boat, fish, camp, golf, bike, etc.

Both proposed mural sites are located near the heart of the community in an area affectionately referred to as "The Square" by locals. City offices and facilities, a historical society, and many local businesses are located around this area. The Square itself is a city park, featuring many large trees, a playground, and most notably, it's historic bandstand. It hosts many of the town's beloved events and festivals. Additionally, 3rd and Broadway Streets are major thoroughfares for the community with a lot of traffic and prominent visibility to the proposed mural sites.

We are not looking for a specific theme or content, but rather something that encompasses a feeling of beautification, recreation, or the city's tagline "A City for All Seasons". The two proposed wall designs do not need to coordinate.

We will look for proposals that meet or exceed the following guidelines:

- Artists must show prior mural experience.
- While designs that cover the entire surface of the wall are encouraged, designs need not necessarily paint the *entire* surface of the wall and can leave some of the wall exposed in ways that feel integral to the design.
- Designs may be abstract or representational/figurative and may choose to include text.
- Any design including historic or cultural references must show thoughtful preliminary research.
- Designs should be engaging both for pedestrian foot traffic, cyclists, as well as automobile traffic.
- Designs for Wall 1 should incorporate any walls, windows, or equipment thoughtfully.
- Designs for Wall 2 should be sensitive to the nearby residential properties.
- Any designs considered offensive will not be considered.

Application requirements and instructions:

Any questions related to this RFP shall be submitted to Matt White at mwhite7152@hotmail.com no later than **5pm on November 19, 2021**.

Final Proposals are due by **5pm on December 3, 2021**.

All materials must be submitted as a single PDF document and attached in an email to: mwhite7152@hotmail.com.

Please include the following information:

- Name and contact information for artist and any collaborators.
- Short page of biographical information and/or a resume for lead artist.
- Two to four work samples, which may include a few photos of each project if necessary, including a short description of the project including the length of time for the installation.
- Preliminary design concept. Please include a thorough written description of design including the ways it approaches the varied design requirements/suggestions and how you arrived at your idea and how it fits into the community.
- An estimate on the time it will take to complete each wall.
- Cost estimates for each wall shall be provided separately. Costs are to be inclusive and include all material costs, artist lodging, travel, etc.

Selection Process & Criteria:

The selection process will consist of a review of all submitted materials by the Community Visioning Murals Committee, and then the top three will be presented at a City Council meeting for final selection. Final mural concept will ultimately need to be approved by the City of Polk City prior to installation.

Finalists will be selected based on an evaluation of the following:

- Artistic design concept and how it embodies the community
- Comparable project experience
- Costs

This RFP is open to any artist, but preference will be reserved for artists who reside, work, attend school in Iowa, or otherwise have deep connections to Polk City.

Information about Polk City:

<https://www.polkcityia.gov/>

<https://www.communityvisioning.org/polk-city/>

Images of existing walls can be found on the following pages.



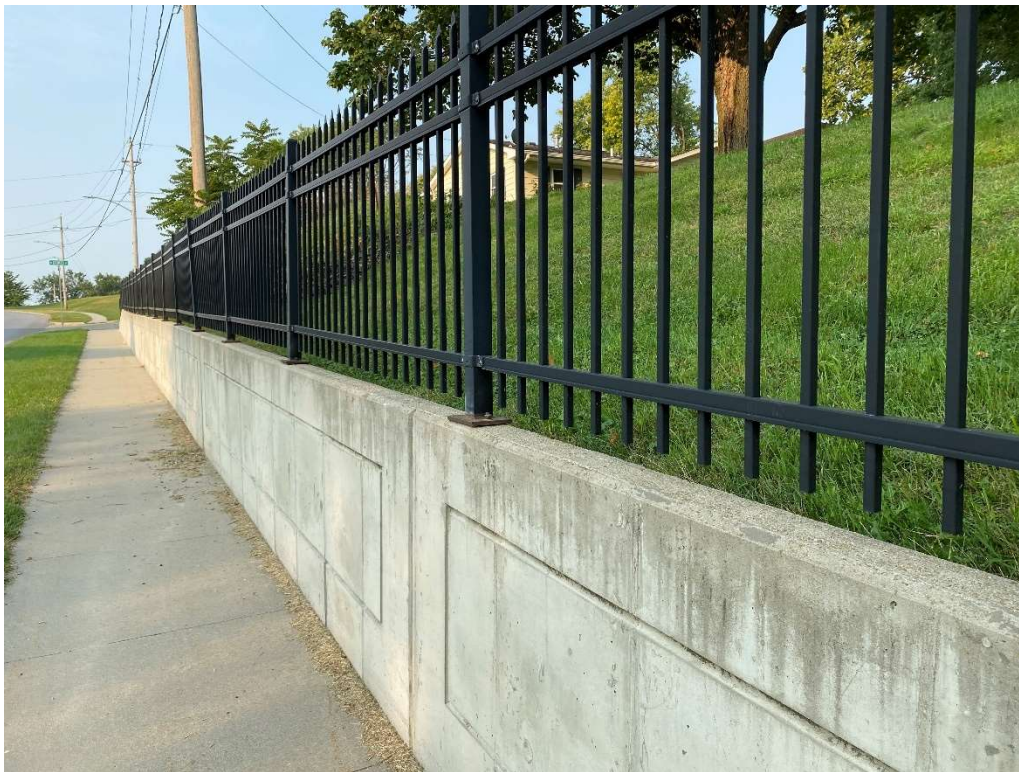
Wall 1: Area of mural to be on metal wall right of the door, between door and electrical equipment



Wall 1: Closer view of proposed area



Wall 2: Concrete retaining wall along S 3rd Street between Grimes and Church Streets



Wall 2: Closer view of retaining wall

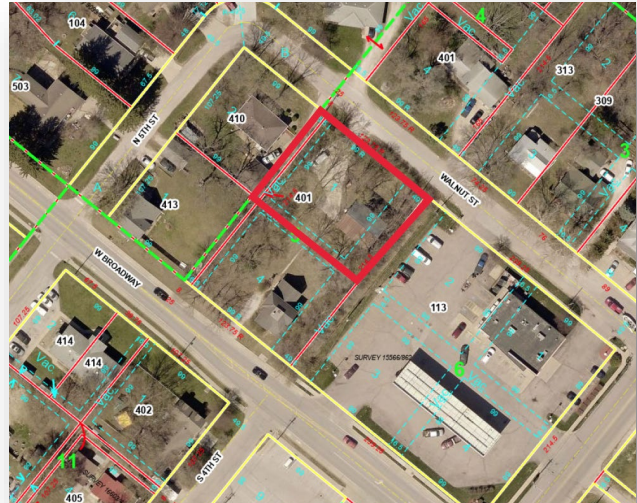
PLAT OF SURVEY

Date: October 11, 2021
Project: 402-406 Walnut

Prepared by: Kathleen Connor
Project No.: 121.0966

GENERAL INFORMATION:

Owner: First Choice Renovations
Location: 402 and 406 Walnut
Zoning: R-2
Area: 16,141 sf, total
Frontage: 140.25 feet



PROJECT DESCRIPTION:

The property owner, Kyle Hout, proposes to divide Lot 1 of Block 5 outlined in red above, in the original two of Polk City, and the adjacent vacated alleys and street, into two parcels to allow for construction of two new single family detached homes. On behalf of the property owner, Cooper Crawford has submitted a Plat of Survey to subdivide this property. Since the existing home at 401 W. Broadway was already platted as a separate lot, Lot 4 of Block 5, there is no need for that property to be included in this Plat of Survey.

Both parcels meet the bulk requirements of the R-2 district for single family detached dwellings (8,000 sf minimum area and 65' minimum lot width).

REVIEW COMMENTS:

All comments were addressed on Submittal #2 of the Plat of Survey.

RECOMMENDATION:

Based on the foregoing review comments being satisfactorily addressed, staff recommends P&Z approval of the Plat of Survey for Parcels 2021-177 and 2021-178, subject to the following:

1. The applicant shall be responsible for providing recorded copies, or fees for such recording, of the Plat of Survey and Petition & Waiver documents to the City Clerk prior to issuance of a Building Permit for either parcel.
2. All fees shall be paid in full to the City of Polk City prior to Council action.

RESOLUTION NO. 2021-111

**A RESOLUTION APPROVING A PLAT OF SURVEY FOR
PARCEL NO. 2021-177 AND 2021-178**

WHEREAS, First Choice Renovations, 401 W Broadway St., Polk City, Iowa, has submitted a Plat of Survey, to be known as Parcel No. 2021-177 and Parcel No. 2021-178, located within Lot 1 of Block 5 in the Original Town of Polk City, an official plat in the Polk County, Iowa to the City of Polk City for approval; and

WHEREAS, the intent of this Survey is to divide the lot into two parcels to allow for the construction of two new single family detached homes to be known as 402 and 406 Walnut Street; and

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

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa, hereby approves the Plat of Survey for Parcels No. 2021-177 and No. 2021-178.

PASSED AND APPROVED the 25th day of October 2021.

Jason Morse, Mayor

ATTEST:

Jenny Coffin, City Clerk

INDEX LEGEND

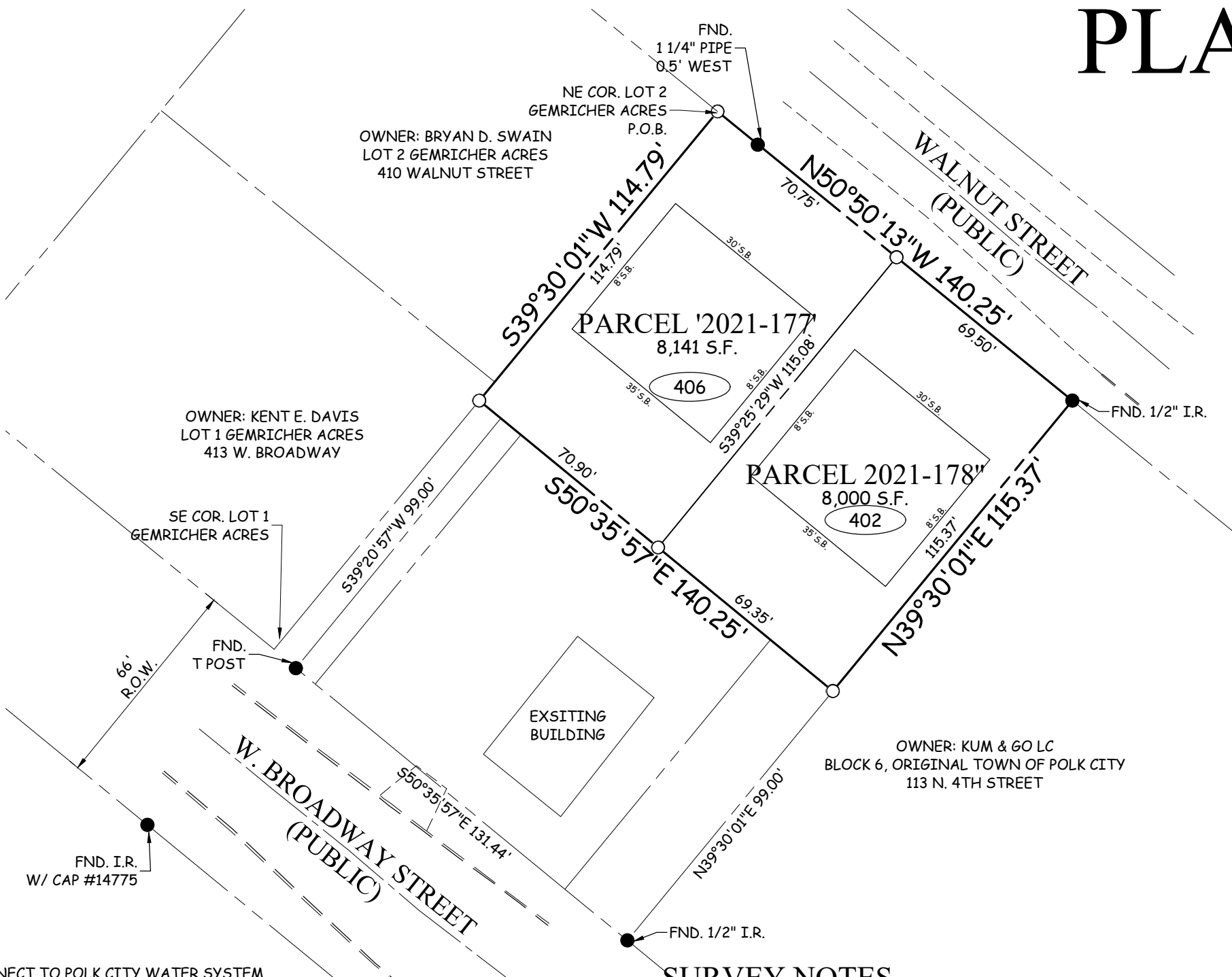
LOCATION : SEC. 5-80-25
REQUESTOR: FIRST CHOICE RENOVATIONS LLC
PROPRIETOR: FIRST CHOICE RENOVATIONS LLC
SURVEYOR: KEVEN J. CRAWFORD
SURVEYOR COMPANY: COOPER CRAWFORD & ASSOCIATES
RETURN TO: COOPER CRAWFORD & ASSOCIATES
475 S 50th ST., STE. 800,
WDM, IA 50265

SETBACKS

FRONT: 35'
REAR: 35'
SIDE: 8'

NOTES

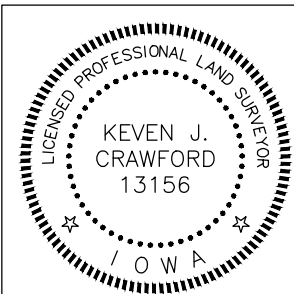
- RESIDENCES SHALL CONNECT TO POLK CITY WATER SYSTEM.
- NO MORE THAN 1 DRIVEWAY PERMITTED FOR NEW PARCEL '2021-177' AND PARCEL '2021-178'.
- ALL UTILITY SERVICES SHALL BE UNDERGROUND IN ACCORDANCE WITH CITY CODE.
- ALL NEW DRIVEWAYS SHALL BE PAVED, AND DESIGNED TO ACCOMMODATE A 5' WIDE PUBLIC SIDEWALK. 5' WIDE PUBLIC SIDEWALS SHALL BE PAVED ALONG WALNUT STREET IN CONJUNCTION WITH THE BUILDING PERMIT FOR EACH PARCEL.
- CLUSTER MAILBOXES WILL BE REQUIRED.
- THE DEVELOPER IS RESPONSIBLE FOR CONSTRUCTING TWO NEW WATER SERVICE LINES AND TWO NEW SANITARY SEWER LINES. THESE SERVICES SHALL BE CONSTRUCTED AT THE SAME TIME, WITH ONLY ONE OPEN CUT OF WALNUT STREET. PAVEMENT REPLACEMENT AND SURFACE RESTORATION SHALL BE AS REQUIRED BY THE PUBLIC WORKS DIRECTOR.
- ANY SUBSURFACE DRAINAGE FACILITIES THAT ARE DISTURBED SHALL BE RESTORED OR REROUTED BY THE PROPERTY OWNER.
- IT IS THE INTENT THAT A SWALE SHALL BE GRADED TO ACCOMMODATE DRAINAGE WITHOUT A CULVER. HOWEVER, DRIVEWAY CULVERTS MAY BE REQUIRED BY THE PUBLIC WORKS DIRECTOR IF NECESSARY, AND SHALL APPROVE THE SIZE AND MATERIALS PRIOR TO CONSTRUCTION OF THE CULVERT OR DRIVEWAY.
- ALL SUMP PUMP DISCHARGE LINES MUST BE CONNECTED TO A FRENCH DRAIN PIT AS REQUIRED BY THE BUILDING INSPECTOR.



SURVEY NOTES

- THIS PLAT HAS AN ERROR OF CLOSURE OF LESS THAN 1 IN 10,000.
- EACH LOT IN THIS PLAT HAS AN ERROR OF CLOSURE OF LESS THAN 1 IN 5000.
- LOT CORNERS SHALL BE SET WITHIN ONE YEAR OF RECORDING.
- ALL BEARINGS ARE ASSUMED.
- PROPERTY WILL REQUIRE FURTHER PLATTING AT THE TIME OF DEVELOPMENT.

CERTIFICATION



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.

KEVEN J. CRAWFORD, PLS IOWA LICENSE NO. 13156
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2020

PAGES OR SHEETS COVERED BY THIS SEAL:
THIS SHEET ONLY

PLAT OF SURVEY

OWNER/APPLICANT

KYLE HOUT
FIRST CHOICE RENOVATIONS
206 E BROADWAY STREET
POLK CITY, IA 50226
E-MAIL: KHOUT@FCASITE.COM
PHONE: 515-201-6280

PARCEL '2021-177'

A TRACT LAND BEING A PART OF LOT 1, BLOCK 5 IN THE ORIGINAL TOWN OF POLK CITY, AN OFFICIAL PLAT, POLK CITY, POLK COUNTY, IOWA, AND THE ADJACENT VACATED ALLEYS. SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF LOT 2, GEMRICHER ACRES, AN OFFICIAL PLAT, POLK CITY, POLK COUNTY, IOWA, SAID POINT BEING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF WALNUT STREET AS IT IS PRESENTLY ESTABLISHED AND ON THE NORTHERLY LINE OF SAID BLOCK 5; THENCE S50°50'13"E, 74.25 FEET ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE AND SAID NORTHERLY LINE; THENCE S39°25'29"W, 115.10 FEET TO THE NORTH LINE OF LOT 4 OF SAID BLOCK 5; THENCE N50°35'37"W, 74.40 FEET TO THE SOUTHEASTERLY LINE OF LOT 1 OF SAID GEMRICHER ACRES; THENCE N39°30'01"E, 114.79 FEET ALONG SOUTHEASTERLY LINE OF SAID GEMRICHER ACRES, TO THE NORTHEASTERLY CORNER OF SAID LOT 2 AND TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 8,543 SQUARE FEET, MORE OR LESS

SAID TRACT OF LAND SUBJECT TO ALL EASEMENTS OF RECORD.

PARCEL '2021-178'

A TRACT LAND BEING A PART OF LOT 1, BLOCK 5 IN THE ORIGINAL TOWN OF POLK CITY, AN OFFICIAL PLAT, POLK CITY, POLK COUNTY, IOWA, AND THE ADJACENT VACATED ALLEYS AND THE NORTHWESTERLY 1/2 OF THE ADJACENT VACATED 4TH STREET RIGHT-OF-WAY. SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF LOT 2, GEMRICHER ACRES, AN OFFICIAL PLAT, POLK CITY, POLK COUNTY, IOWA, SAID POINT BEING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF WALNUT STREET AS IT IS PRESENTLY ESTABLISHED AND ON THE NORTHERLY LINE OF SAID BLOCK 5; THENCE S50°50'13"E, 74.25 FEET ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE AND SAID NORTHERLY LINE TO THE POINT OF BEGINNING; THENCE CONTINUING S50°50'13"E, 66.00 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY AND NORTHERLY LINE; THENCE S39°30'01"W, 115.37 FEET; THENCE N50°35'37"W, 66.00 FEET ALONG THE NORTHERLY LINE OF LOT 4 OF SAID BLOCK 5; THENCE N39°25'29"E, 114.79 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 7,597 SQUARE FEET, MORE OR LESS

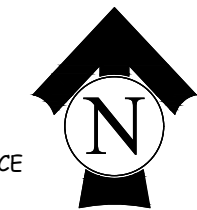
SAID TRACT OF LAND SUBJECT TO ALL EASEMENTS OF RECORD.

LEGEND

---	PLAT BOUNDARY
▲	SECTION CORNER
●	FOUND CORNER AS NOTED
○	SET CORNER 5/8" IR W/ YELLOW CAP #13156
I.R.	IRON ROD
G.P.	GAS PIPE
D.	DEEDED DISTANCE
M.	MEASURED DISTANCE
R	PREVIOUSLY RECORDED DISTANCE
P.U.E.	PUBLIC UTILITY EASEMENT
402	ADDRESS

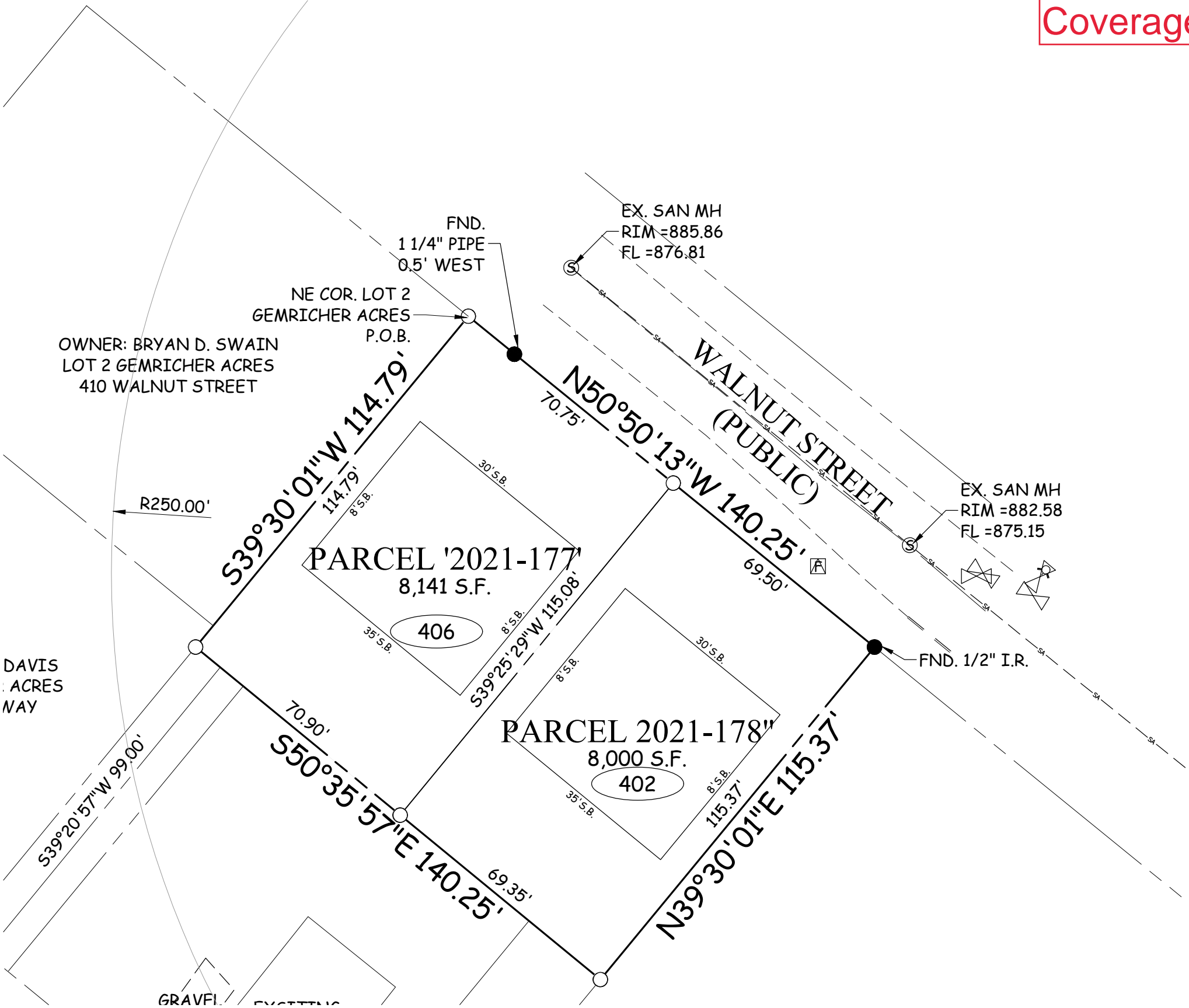
COOPER CRAWFORD
& ASSOCIATES, L.L.C.
CIVIL ENGINEERS

475 S. 50th Street, Suite 800, West Des Moines, IA 50265
Phone: (515) 224-1344 Fax: (515) 224-1345



0 20 40
SCALE: 1"=40'
DATE: 9-20-2021
JOB NUMBER
CC
2512

Fire Hydrant
Coverage



FINAL PLAT REVIEW

Date: October 19, 2021
Project: Lakewoods Plat 2

Compiled by: Kathleen Connor
Project No.: 121.0433.01

GENERAL INFORMATION:

Applicant:	Todd & Christine Drake
Request:	Approval of Final Plat
Location:	North of Lakeside Fellowship Church
Size:	9.85 Acres
Zoning:	R-1A and Planned Unit Development
Proposed use:	9 single-family lots (R-1A); 11 single-family lots (PUD); 30 bi-attached townhomes (PUD); 1 lot for public street ROW; 2 HOA for private street and detention



BACKGROUND & DESCRIPTION:

The subject parcel (shaded in red above) represents the final phase of development of the Lakeview Bridgeview subdivision. Plat 2 includes 9 single-family detached lots on the east side of Roosevelt Street, 11 smaller single-family detached “Villa” lots and 30 bi-attached townhome lots. The Final Plat is consistent with the approved Preliminary Plat/Site Plan and construction drawings.

The public improvements include paving of Edgewater Drive within the plat boundary. As a concurrent project, the Edgewater Drive extension to Parker Boulevard was paved by the developer of Parker Townhomes. The public improvements also include paving of Roosevelt Street, including reconstruction of the Roosevelt/Davis intersection. Public water main and sanitary sewer were constructed to serve all lots within the subdivision. Public storm sewers were extended along Edgewater Drive and Roosevelt Street.

Lincoln Way is a private street that, along with associated storm sewers, will be maintained by the Townhome Association. Private improvements also include the detention basin located within an easement on Outlot A and Lots 41-40 that will be maintained by the Homeowners Association.

The park land dedication for Lakewoods Plat 2 will be satisfied through a cash donation based on a fair market value of \$25,000 per acre for the required 1.143 acres of park land, or \$28,575.00. This property is also subject to the Fee Allocation Agreement for Parker Boulevard in the amount of \$32,207.00.

No subdivision identification signs are proposed.

Construction of the public improvements; private street with visitor parking stalls; and private storm sewers and detention; and sidewalks along the north side of Edgewater Drive has been completed, will all be completed prior to this Final Plat moving forward to City Council for approval. Site plan improvements, such as the gazebo, sidewalks around visitor parking stalls and to the gazebo, driveways, sidewalks along the private street, and landscaping will be tied to individual Building Permits.

At this time, the developer is requesting P&Z approval of the Final Plat for Lakewoods Plat 2. This Final Plat will go to Council for approval once the public improvements and legal documents are ready for acceptance.

FINAL PLAT REVIEW COMMENTS:

A. **Final Plat Drawing.** All review comments were addressed on Submittal #5.

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

1. *Easement documents* as approved by the City Attorney:
 - a. Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement.
 - b. 5' Sidewalk Easement.
 - c. Public Storm Sewer Easement. This document will need to state that the City is responsible for maintaining Storm Sewer Structure INT-103, Pipe L-104, and Pipe L-103 all as shown on the approved construction drawings for Lakewoods Plat 2 and that the HOA is responsible for maintaining the detention basin outlet pipe, including flared end section, located north of Storm Sewer Structure INT-103 as shown on said construction drawings.
 - d. Private Storm Sewer Easement. This document will need to state that the HOA is responsible for maintaining the detention basin outlet pipe, including flared end section, located north of Storm Sewer Structure INT-103 as shown on the approved construction drawings for Lakewoods Plat 2.
 - e. Public Sanitary Sewer Easement.
 - f. Public Water Main Easement.
 - g. Surface Water Flowage Easement. This document will need to include the city's standard language regarding the city's right but not obligation to remove drainage obstructions and the property owner's responsibility to maintain embankments including repair of erosion.
 - h. Buffer Easement.
 - i. Public Utility Easement.
2. *Homeowners Association* required since this HOA will be responsible for maintenance of the Storm Water Management Facility.
3. *Townhome Association*, required since this HOA will own Lot B and Outlot Z and will be responsible for maintenance of the private street, private storm sewers, gazebo,

sidewalks, landscaping, monument sign if one is proposed, and other commonly-owned elements.

4. *Platting legal documents* including Title Opinion, Consent(s) to Plat, and Certificate of Treasurer.
5. *Warranty Deed* for dedication of Lot A (Street) along with Groundwater Hazard Statement.
6. *Engineering Exhibit* to establish MOE elevations for recordation with the Final Plat.
7. *Streetlights and Electrical Distribution*. Provide a pdf copy of the contract with Midland Cooperative, signed by the developer, for the installation of same; along with the provider(s) layout plan based on the approved streetlight design.
8. *Sidewalk Performance Bond* covering the developer's responsibility to pave any uncompleted sidewalks or trail that remain unpaved four years after final plat approval.

C. **Public Improvements Construction.** The construction of the public improvements has been completed. The developer's contractors have provided the required four-year Maintenance bonds for all of the public improvements in an amount equal to the cost of construction.

The developer's engineer will provided Record Drawings, SWMP certification letter, and similar documents as required for acceptance of the public improvements.

RECOMMENDATION:

Based on the foregoing, P&Z and staff recommend Council approval of the Final Plat for Lakewoods Plat 2, including Engineering Exhibit, subject to the following:

1. City Council acceptance of the public improvements for Lakewoods Plat 2 prior to Council action on the Final Plat.
2. City Attorney's review and approval of all legal documents associated with Lakewoods Plat 2 prior to this Final Plat being placed on the City Council agenda for approval.
3. Payment in full of all fees to the City of Polk City.

RESOLUTION NO. 2021-112

**A RESOLUTION ACCEPTING THE PUBLIC IMPROVEMENTS FOR
LAKEWOODS PLAT 2**

WHEREAS, the Developer, Todd & Christie Drake, has completed the Public Improvements, including punchlist items, installed in connection therewith Lakewoods Plat 2; and

WHEREAS, the Developer's contractors have provided the required four-year Maintenance Bonds for all the public improvements in an amount equal to the cost of construction

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 has provided a sidewalk bond covering their responsibility to install sidewalks, if they are not paved within four years of final plat approval, following written notification from the City Clerk; and

WHEREAS, McClure Engineering 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, McClure Engineering has 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, cement treatment design, 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 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, Todd and Christie Drake and certified by the Developer's Engineer, McClure Engineering in connection with Lakewoods Plat 2 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 25th day October 2021.

Jason Morse, Mayor

ATTEST:

Jenny Coffin, City Clerk

RESOLUTION NO. 2021-113

**A RESOLUTION APPROVING THE FINAL PLAT INCLUDING EASEMENTS,
WARRANTY DEED AND LEGAL DOCUMENTS FOR
LAKEWOODS PLAT 2**

WHEREAS, McClure Engineering, on behalf of Todd & Christie Drake., submitted a Final Plat, including Engineering Exhibit, Easements, Warranty Deed and legal documents for Lakewoods Plat 2; and

WHEREAS, on September 20, 2021 the Polk City Planning & Zoning Commission met and recommended approval of the Final Plat for Lakewoods Plat 2, subject to completion of the City Engineer's review comments and recommendations being satisfactorily addressed; and

WHEREAS, the City Engineer and the City Attorney have reviewed the Final Plat and all necessary legal documents including warranty deeds and easements and recommends approval of said Final Plat; and

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 the City Attorney and deems it appropriate to approve the Final Plat, including Engineering Exhibit, Easements, and Warranty Deed for Lakewoods Plat 2.

PASSED AND APPROVED the 25th day October 2021.

Jason Morse, Mayor

ATTEST:

Jenny Coffin, City Clerk

INDEX LEGEND
CITY: POLK CITY
COUNTY: POLK
LOCATION: OUTLOT Y, LAKEWOODS PLAT 1
LOCATION: LOT 1, LOT B, PARKER TOWNHOME
LOCATION: PT OF NW1/4 SE1/4 SECTION 2-80-25
PROPRIETOR: TODD & CHRISTIE DRAKE
REQUESTED BY: TODD & CHRISTIE DRAKE
SURVEYOR: MICHAEL D. LEE
COMPANY: MCCLURE
RETURN TO: MICHAEL D. LEE 1360 NW 121ST STREET, STE A CLIVE, IOWA 50325 / 515-964-1229

ENGINEER:
MCCLURE
1360 NW 121ST STREET
CLIVE, IA 50325
(515) 964-1229
CSMITH@MCCLUREVISION.COM
ATTN: CALEB SMITH

SETBACK SUMMARY:			
SETBACK	LOTS 1-9	LOTS 10-20	LOTS 21-50
FRONT =	30 FEET	30 FEET	25 FEET FROM CURB OR SIDEWALK, WHICHEVER IS MORE RESTRICTIVE (LOTS 33-34 SHALL BE 31 FEET FROM LOT LINE TO MAINTAIN BUILDABLE WIDTH)
SIDE =	8 FEET	8 FEET	7 FEET (EXCEPT 0 FEET AT APPROVED COMMON WALL)
REAR =	20 FEET	30 FEET	30 FEET

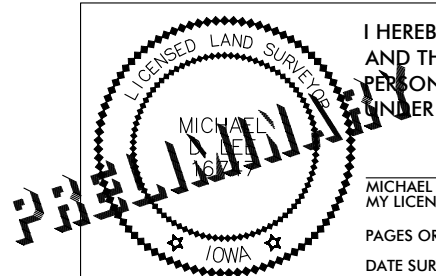
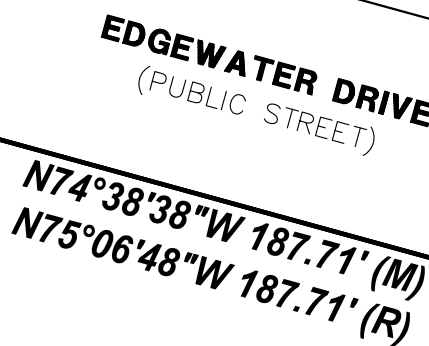
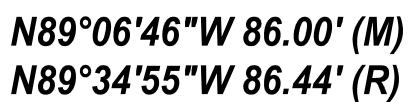
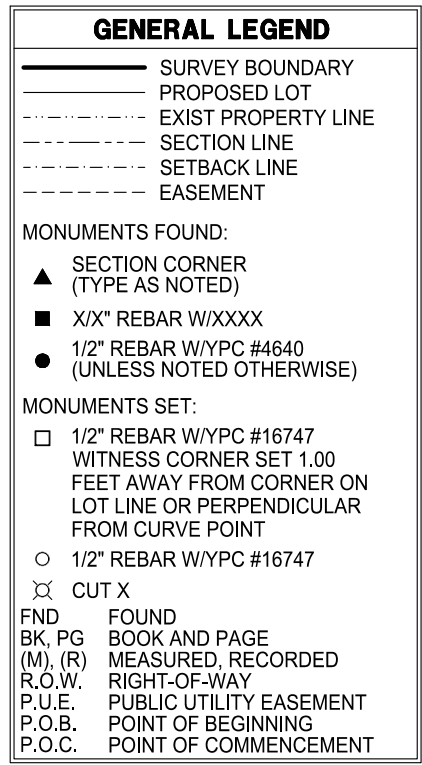
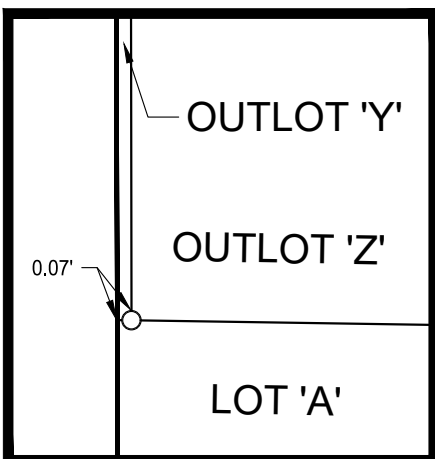
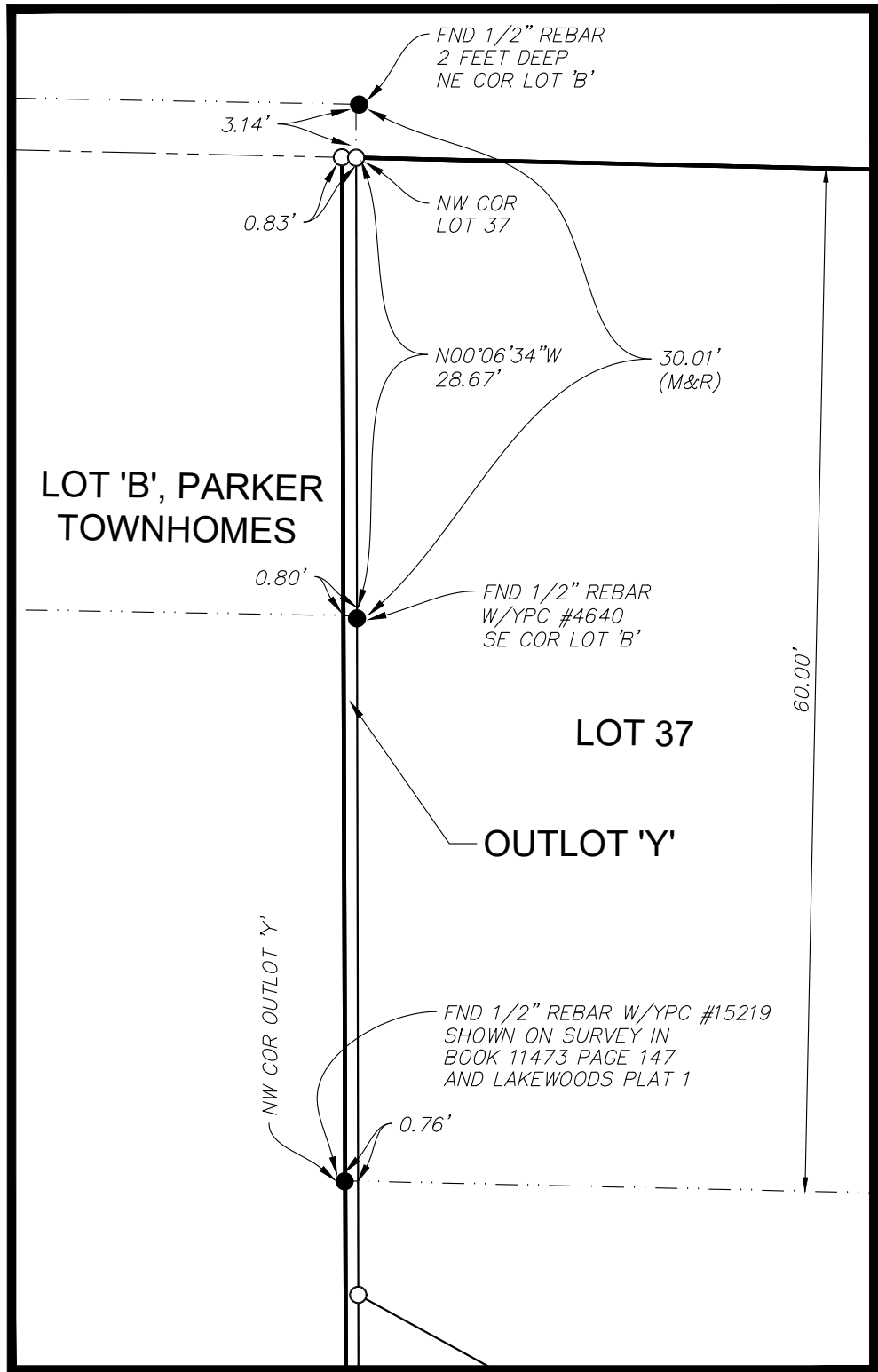
OUTLOT "Y" IN LAKEWOODS PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF POLK CITY, POLK COUNTY, IOWA AND THE NORTH 60 FEET OF THE E 1/2 OF THE NW 1/4 OF THE SE 1/4 OF SECTION 2, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5TH P.M., IN POLK CITY, POLK COUNTY, IOWA, EXCEPT LAKEVIEW ACRES PLAT I, AN OFFICIAL PLAT IN POLK CITY, POLK COUNTY, IOWA, SUBJECT TO ALL ZONING, EASEMENTS AND COVENANTS OF RECORD, IF ANY.

SURVEYS OF RECORD FOR RESEARCH OF THE PROJECT
-PLAT OF SURVEY IN BOOK 15208, PAGE 441
-BRIDGEVIEW PLAT 1
-PLAT OF SURVEY IN BOOK 11554, PAGE 708
-PLAT OF SURVEY IN BOOK 11473, PAGE 147
-PLAT OF SURVEY IN BOOK 11034, PAGE 679

THE WEST BOUNDARY LINE OVERLAPS BETWEEN LAKEWOODS PLAT 1 AND PARKER TOWNHOMES. THE OVERLAP AREA IS MADE INTO OUTLOT 'Y' ON THIS PLAT AND IS INTENDED TO BE CONVEYED TO THE PROPERTY TO THE WEST.

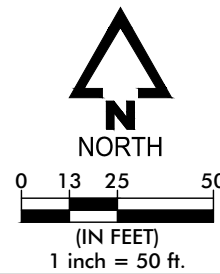
- LOTS 1 THROUGH 50 SHALL BE INCLUDED IN THE HOMEOWNERS ASSOCIATION.
- ALL STORM WATER MANAGEMENT FACILITIES SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION IN ACCORDANCE WITH THE EASEMENT AGREEMENT. THE CITY SHALL BE RESPONSIBLE FOR MAINTENANCE OF STORM SEWER PIPE AND STRUCTURES ONLY WHEN CONTAINED WITHIN A PUBLIC STORM SEWER EASEMENT.
- LOTS 21-50 SHALL BE INCLUDED IN A TOWNHOME ASSOCIATION.
- THE TOWNHOME ASSOCIATION RESPONSIBILITIES SHALL INCLUDE MAINTENANCE OF ALL COMMON IMPROVEMENTS FOR EXAMPLE, PRIVATE STREET (LINCOLN WAY), PRIVATE STORM SEWERS, PRIVATE SIDEWALKS , PRIVATE LANDSCAPING, GAZEBO AND VISITOR PARKING STALLS IN ACCORDANCE WITH THE APPROVED SITE PLAN.
- LOT 18 AND OUTLOT 72 SHALL BE OWNED AND MAINTAINED BY THE TOWNHOME ASSOCIATION.
- DRIVEWAY ACCESS FOR LOTS 21 AND 50 SHALL BE RESTRICTED TO LINCOLN WAY ONLY. DRIVEWAY ACCESS FOR LOTS 1 AND 20 SHALL BE RESTRICTED TO ROOSEVELT STREET.
- NO MORE THAN ONE DRIVEWAY SHALL BE PERMITTED FOR ANY LOT IN LAKEWOODS PLAT 2.
- NO INDIVIDUAL MAILBOXES SHALL BE PERMITTED FOR ANY LOT OR OUTLOT IN LAKEWOODS PLAT 2.
- THE CITY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO REMOVE DRAINAGE OBSTRUCTIONS FROM OVERLAND FLOWAGE EASEMENT AREAS.
- THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL EMBANKMENTS, INCLUDING REPAIR OF ANY DAMAGE DUE TO EROSION, TO DETERMINED ELEVATIONS AND FLOWAGE EASEMENTS.
- REFER TO THE ENGINEERING EXHIBIT, WHICH THE DEVELOPER SHALL RECORD WITH THIS FINAL PLAT, FOR RESTRICTIONS RELATED TO MINIMUM BASEMENT ELEVATIONS (MBE), MINIMUM PROTECTION ELEVATIONS (MPE), AND/OR MINIMUM OPENING ELEVATIONS (MOE) FOR APPLICABLE LOTS.
- 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, SHALL BE REMOVED 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.

Curve Table (Recorded)					
Curve #	Length	Radius	Delta	CHD B	CHD L
C1	195.40'	780.00'	14°21'12"	N82°17'24"W	194.89'
C2	93.44'	370.00'	14°28'08"	N82°20'52"W	93.19'
C3	94.97'	315.28'	17°15'30"	S81°15'58"E	94.61'



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

MICHAEL D. LEE DATE
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022
PAGES OR SHEETS COVERED BY THIS SEAL:
DATE SURVEYED:

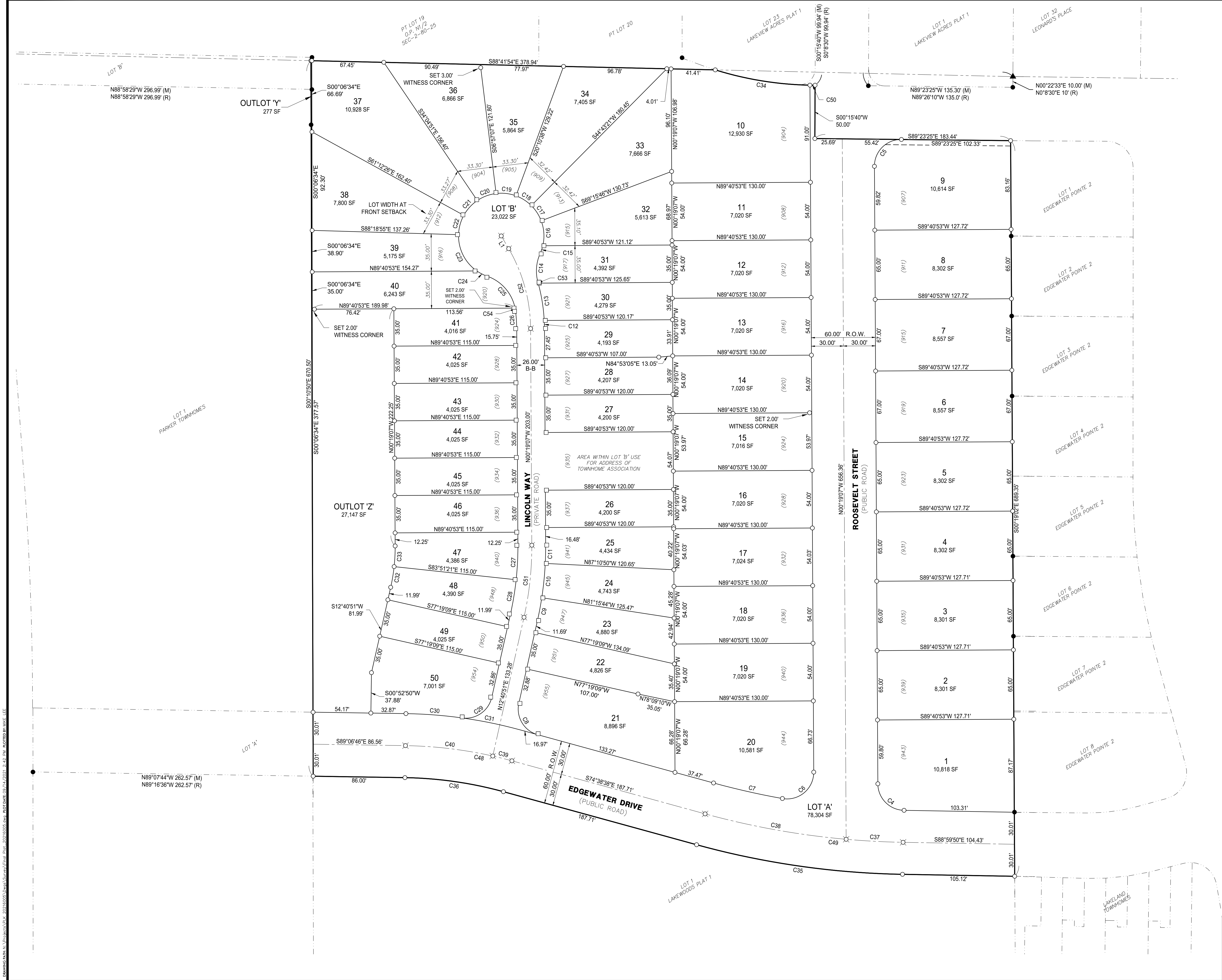


ENGINEER C. SMITH	DRAWN BY C. CARLETON
SURVEYOR M. LEE	CREW CHIEF B. MCGINTY
DRAWING NO. FP-02	SHEET NO. 01/03

LAKEWOODS PLAT
FINAL PLAT
POLK CITY, IOWA
POLK COUNTY
20216005
04/02/2021


McCLURE™
making lives better.
1360 NW 121st Street, STE A
Clive, Iowa 50325
515-964-1229
1-800-441-2270

DRAWING PATH: L:\Projects\1216 Lakewood\1216 Lakewood.dwg, PLOT DATE: 03/14/2023, 2:42 PM, PLOTTED BY: MME-EE



Curve Table					
Curve #	Length	Radius	Delta	CHD B	CHD L
C4	38.69'	25.00'	88°40'43"	N44°39'28"W	34.95'
C5	39.67'	25.00'	90°55'42"	S45°08'44"W	35.64'
C6	43.81'	25.00'	100°24'43"	N49°53'15"E	38.42'
C7	66.13'	720.00'	5°15'46"	S77°16'31"E	66.11'
C8	38.10'	25.00'	87°19'29"	S30°58'53"E	34.52'
C9	21.54'	313.00'	3°56'35"	S10°42'33"W	21.54'
C10	32.33'	313.00'	5°55'06"	S05°46'43"W	32.32'
C11	17.14'	313.00'	3°08'17"	S01°15'02"W	17.14'
C12	7.55'	163.00'	2°39'13"	S01°38'44"E	7.55'
C13	35.50'	163.00'	12°28'38"	S09°12'39"E	35.43'
C14	27.85'	40.00'	39°53'52"	S04°17'15"W	27.29'
C15	7.64'	40.00'	10°56'50"	S18°45'45"W	7.63'
C16	23.75'	40.00'	34°01'34"	S03°43'27"E	23.41'
C17	17.14'	40.00'	24°32'42"	S33°00'35"E	17.00'
C18	17.13'	40.00'	24°32'26"	S57°33'09"E	17.00'
C19	18.94'	40.00'	27°07'46"	S83°23'15"E	18.76'
C20	18.94'	40.00'	27°07'43"	N69°29'00"E	18.76'
C21	18.91'	40.00'	27°05'10"	N42°22'34"E	18.73'
C22	18.95'	40.00'	27°08'54"	N15°15'32"E	18.78'
C23	39.69'	40.00'	56°51'20"	N26°44'35"W	38.08'
C24	10.93'	40.00'	15°39'34"	N63°00'02"W	10.90'
C25	41.47'	40.00'	59°23'55"	N41°07'52"W	39.64'
C26	16.34'	137.00'	6°49'59"	N03°44'07"W	16.33'
C27	32.37'	287.00'	6°27'46"	N02°54'46"E	32.36'
C28	32.74'	287.00'	6°32'12"	N09°24'45"E	32.73'
C29	37.19'	25.00'	85°13'59"	N55°17'50"E	33.85'
C30	52.73'	430.00'	7°01'35"	S85°35'58"E	52.70'
C31	55.85'	430.00'	7°26'32"	N78°21'54"W	55.81'
C32	19.62'	172.00'	6°32'12"	N09°24'45"E	19.61'
C33	19.40'	172.00'	6°27'46"	S02°54'46"W	19.39'
C34	90.15'	315.28'	16°22'57"	S80°49'42"E	89.84'
C35	195.40'	780.00'	14°21'12"	N81°49'14"W	194.89'
C36	93.44'	370.00'	14°28'08"	N81°52'42"W	93.19'
C37	53.41'	750.00'	4°04'49"	S86°57'25"E	53.40'
C38	134.47'	750.00'	10°16'23"	S79°46'49"E	134.29'
C39	18.49'	400.00'	2°38'54"	S75°58'05"E	18.49'
C40	82.52'	400.00'	11°49'13"	S83°12'09"E	82.38'
C48	101.01'	400.00'	14°28'08"	N81°52'42"W	100.74'
C49	187.88'	750.00'	14°21'12"	S81°49'14"E	187.39'
C50	4.82'	315.28'	0°52'33"	S89°27'27"E	4.82'
C51	68.06'	300.00'	12°59'58"	N06°10'52"E	67.92'
C52	78.54'	150.00'	30°00'00"	N15°19'07"W	77.65'
C53	0.60'	163.00'	0°12'43"	S15°33'20"E	0.60'
C54	2.99'	40.00'	4°16'49"	N09°17'31"W	2.99'

Line Table		
Line #	Direction	Length
L1	N30°19'07"W	13.81'

0 10 20 40
(IN FEET)
1 inch = 40 ft.

DESIGNED BY: C. SMITH
DRAWN BY: ALICE
CHECKED BY: B. J. GREGORY
DATE: 8/17/2021
8/11/2021
8/30/2021
9/14/2021

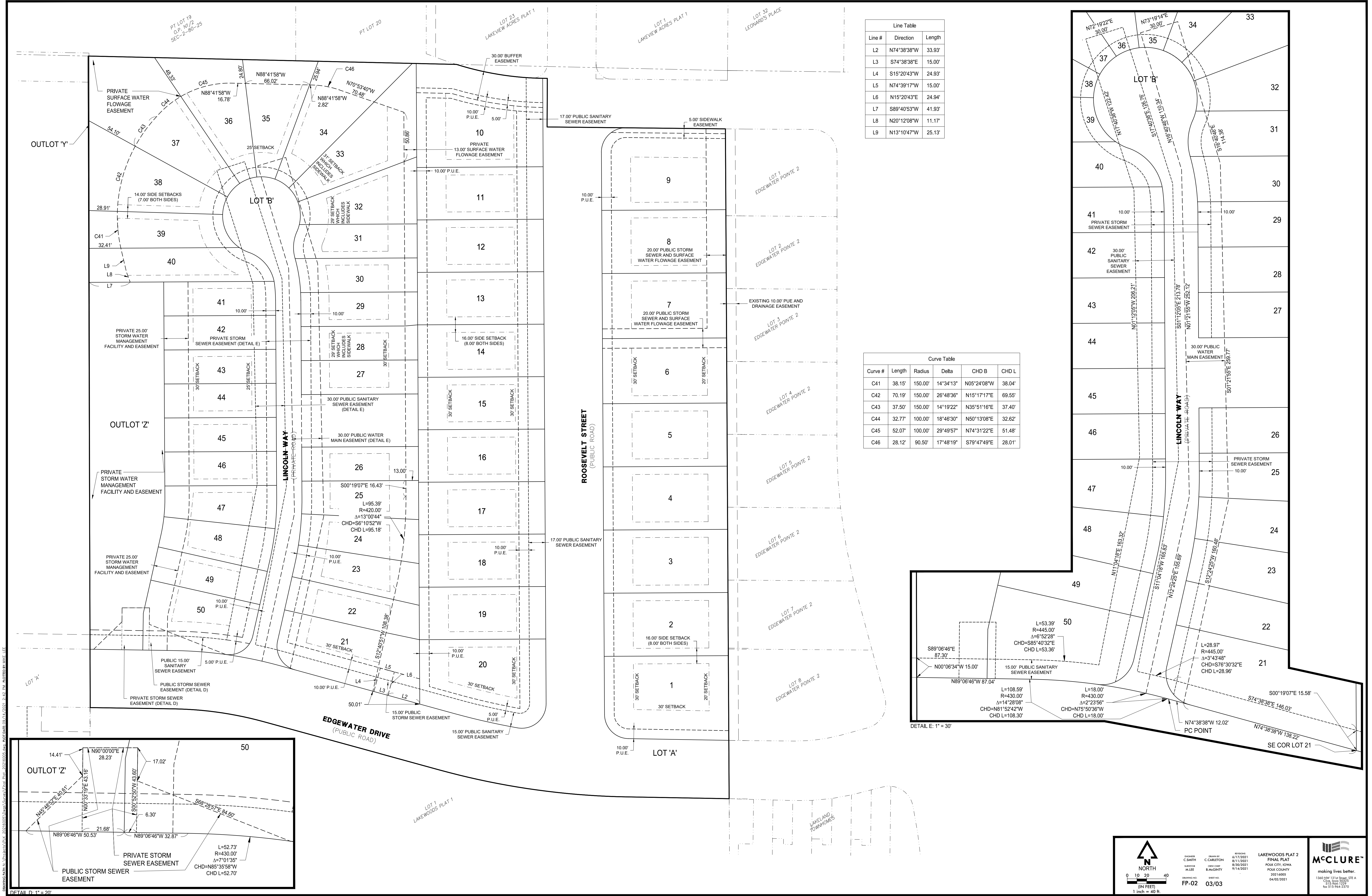
REVISIONS:
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8/11/2021
8/30/2021
9/14/2021

PROJECT NO.: 2021-6005
DATE: 04/02/2021

LAKEWOODS PLAT 2
FINAL PLAT
POK CITY, IOWA
POKE COUNTY

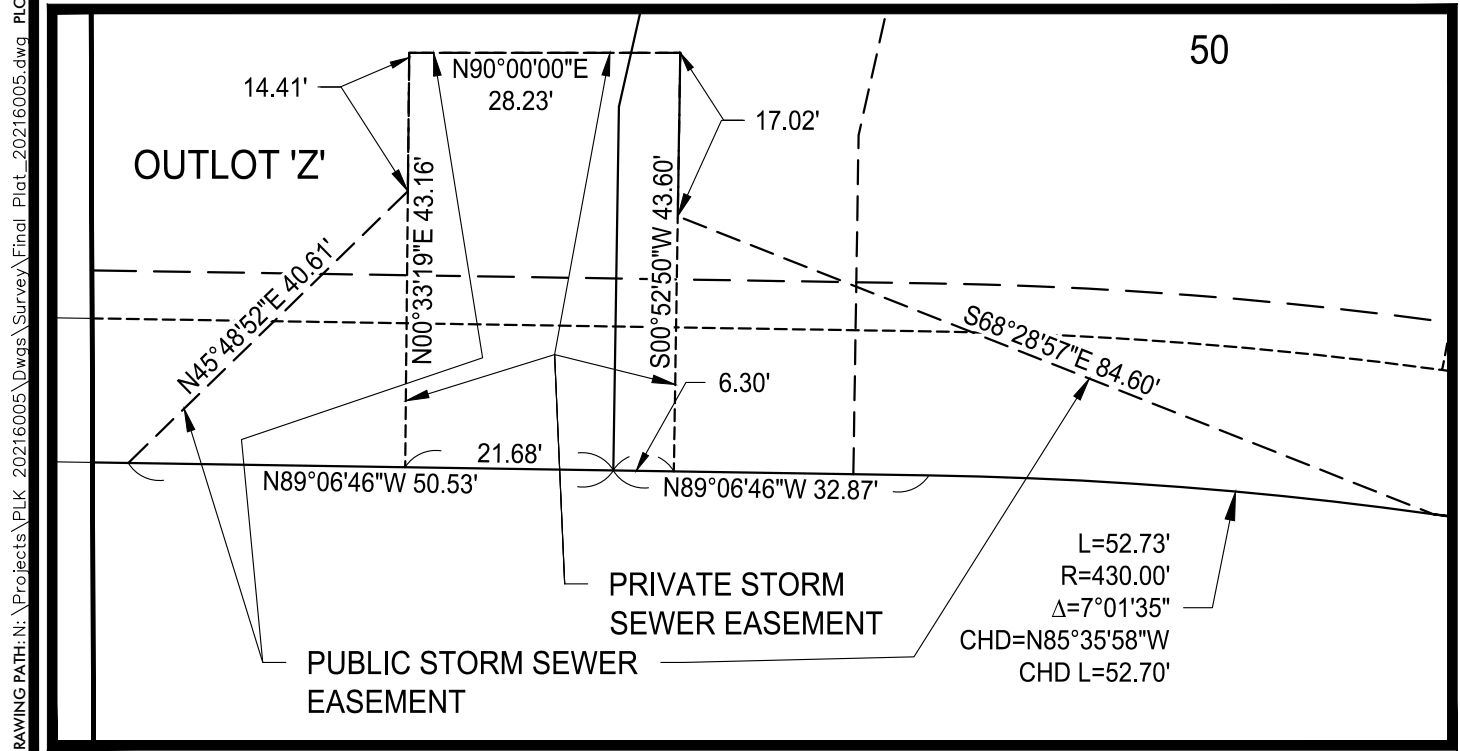
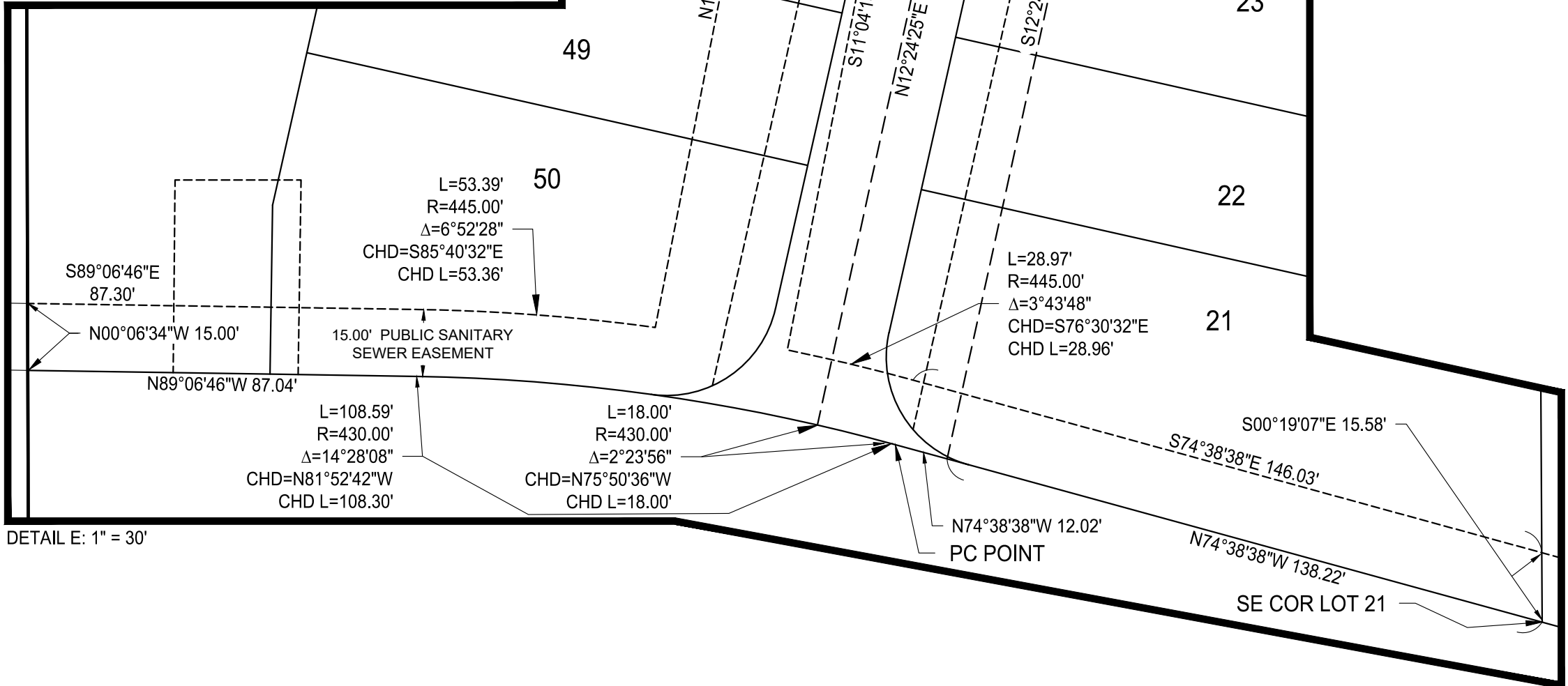
making lives better.
1340 NW 121st Street, STE A
Cedar Rapids, IA 52405
515-444-1221
fax 515-964-3370

McCLURE



Line Table		
Line #	Direction	Length
L2	N74°38'38"W	33.93'
L3	S74°38'38"E	15.00'
L4	S15°20'43"W	24.93'
L5	N74°39'17"W	15.00'
L6	N15°20'43"E	24.94'
L7	S89°40'53"W	41.93'
L8	N20°12'08"W	11.17'
L9	N13°10'47"W	25.13'

Curve Table				
Curve #	Length	Radius	Delta	CHD B
C41	38.15'	150.00'	14°34'13"	N05°24'08"W
C42	70.19'	150.00'	26°48'36"	N15°17'17"E
C43	37.50'	150.00'	14°19'22"	N35°51'16"E
C44	32.77'	100.00'	18°46'30"	N50°13'08"E
C45	52.07'	100.00'	29°49'57"	N74°31'22"E
C46	28.12'	90.50'	17°48'19"	S79°47'49"E



0 10 20 40
(IN FEET)
1 inch = 40 ft.

DESIGNED BY: C. SMITH
DRAWN BY: ALICE
CHECKED BY: J. ALLEN
DATE: 8/11/2021

DESIGNED BY: C. CARLETON
DRAWN BY: B. J. GRIFFIN
CHECKED BY: J. ALLEN
DATE: 8/11/2021

REVISIONS:
8/11/2021
8/11/2021
8/30/2021
9/14/2021

PROJECT:
LAKEWOODS PLAT 2
FINAL PLAT
POK CITY, IOWA
POK COUNTY
20216005
04/02/2021

DATE: 03/03

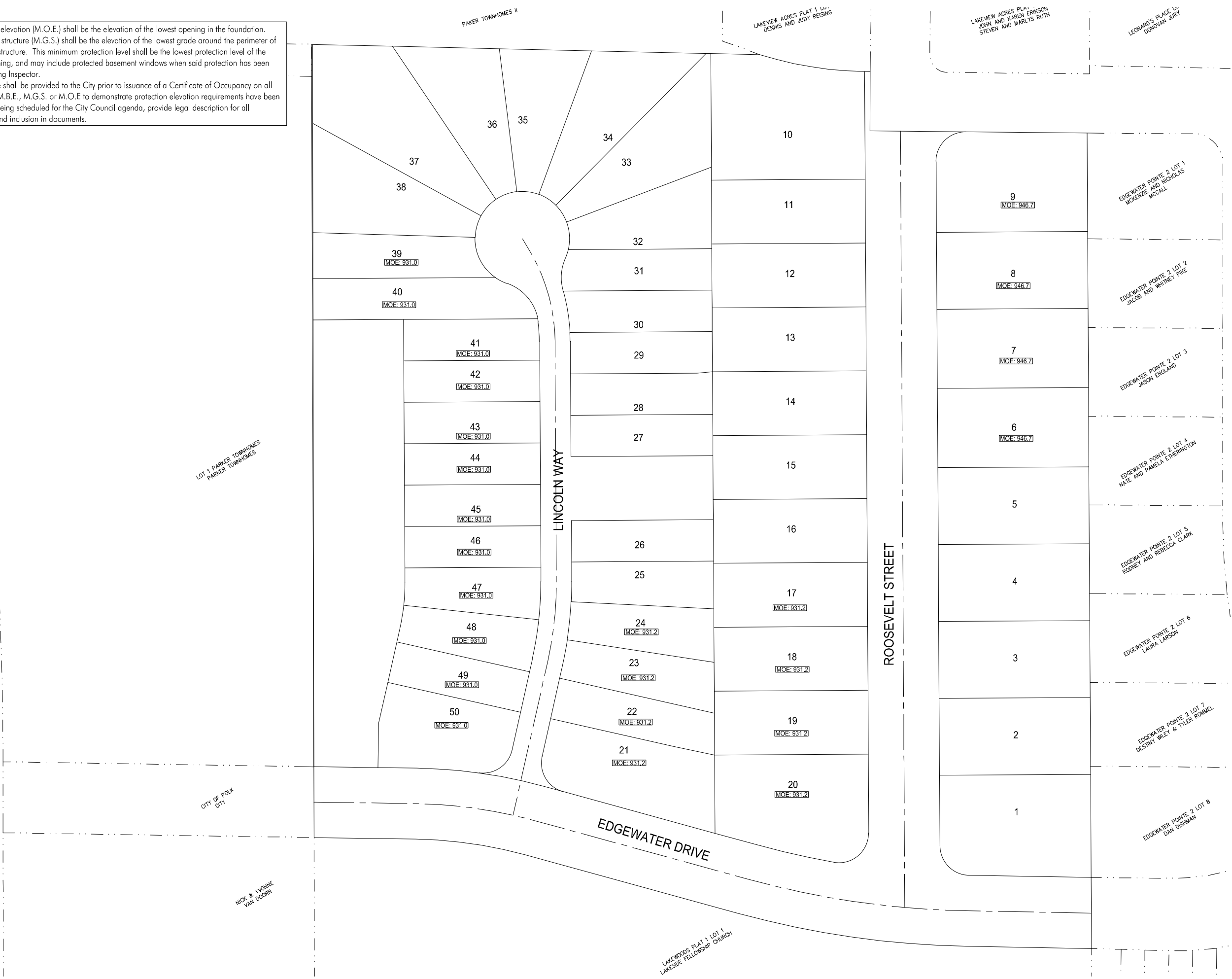
making lives better.
1360 NW 121st Street, STE A
Cedar Rapids, IA 52405
515-244-1121
fax 515-244-2370

1.

The minimum opening elevation (M.O.E.) shall be the elevation of the lowest opening in the foundation.
2.

The minimum grade at structure (M.G.S.) shall be the elevation of the lowest grade around the perimeter of the foundation for the structure. This minimum protection level shall be the lowest protection level of the lowest foundation opening, and may include protected basement windows when said protection has been approved by the Building Inspector.
3.

An Elevation Certificate shall be provided to the City prior to issuance of a Certificate of Occupancy on all lots with a designated M.B.E., M.G.S. or M.O.E to demonstrate protection elevation requirements have been met. Prior to this item being scheduled for the City Council agenda, provide legal description for all easements for review and inclusion in documents.

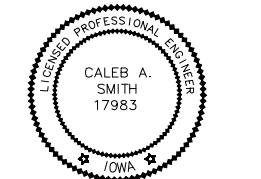


building strong communities.

1360 NW 121ST. Street
Clive, Iowa 50325
515-964-1229
fax 515-964-2370

NOTICE:
McClure Engineering Company waives any and all responsibility and liability for problems which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for problems which arise from failure to obtain and/or follow the engineers guidance with respect to any errors, omissions, inconsistencies, ambiguities, or conflicts which are alleged.

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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.

DATE: 9/14/21
CALEB A. SMITH, PE NO. 17983

MY LICENSE RENEWAL DATE IS
DECEMBER 31, 2021

PAGES OR SHEETS COVERED BY
THIS SEAL:

THIS PAGE

LAKWOODS PLAT 2
ENGINEERING EXHIBIT

POLK CITY, IOWA
20216005
SEPTEMBER 14, 2021

REVISIONS
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.
.
.

ENGINEER
C SMITH
DRAWN BY
C SMITH
CHECKED BY
FIELD BOOK NO.
.

DRAWING NO.
EX-01
SHEET NO.
01 / 01

RESOLUTION NO. 2021-114

A RESOLUTION ACCEPTING THE PUBLIC IMPROVEMENTS FOR EDGEWATER DRIVE EXTENSION TO PARKER BOULEVARD

WHEREAS, the Developer, Bruce Lefkow has completed the Public Improvements, including punchlist items, installed in connection therewith Edgewater Drive Extension to Parker Boulevard; and

WHEREAS, the Developer's contractors have provided the required four-year Maintenance Bonds for all the public improvements in an amount equal to the cost of construction

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 has provided a sidewalk bond covering their responsibility to install sidewalks, if they are not paved within four years of final plat approval, following written notification from the City Clerk; and

WHEREAS, the Developer's Engineer 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 has 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, cement treatment design, 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 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 and certified by the Developer's Engineer in connection with Edgewater Drive Extension 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 25th day October 2021.

Jason Morse, Mayor

ATTEST:

Jenny Coffin, City Clerk



October 25, 2021

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

RE: RECOMMENDATION OF ACCEPTANCE OF PUBLIC IMPROVEMENTS
PARTIAL PAYMENT APPLICATION NO. 6 (SUBFINAL RETAINAGE WITHHELD)
CHANGE ORDER NO. 2
2019 STREET REPAIRS PROJECT

Dear Honorable Mayor and City Council:

Snyder & Associates, Inc. has reviewed the project improvements and finds the improvements to be complete and constructed in substantial conformance with the project plans and specifications. The project improvements are recommended to be accepted by the City Council.

Please find attached Change Order No. 2, which decreases the overall contract amount by \$18,518.00, and includes final adjustment of contract quantities to reflect the measurements made in the field. Snyder & Associates, Inc. recommends approval of Change Order No. 2.

Partial Payment Application No. 6 (Subfinal Retainage Held) includes work completed by the Contractor through October 15, 2021. Work completed through this pay application includes sod replacement, maintenance, and all construction items. All punchlist items have been completed, including surface restoration as approved by Polk City Public Works. 30 of the 30-working day contract amount for the project have been charged through this pay application. The final contract value is \$144,032.00.

Further, we recommend approval of Partial Pay Application No. 6 in the amount of \$0.00 to the Contractor, TK Concrete, Inc. for the remainder of completed contract work, while still retaining 5% of the contract value as retainage.

Please contact me should you have any questions on this pay application or change order.

Sincerely,

SNYDER & ASSOCIATES, INC.

John W. Haldeman, P.E

Enclosure

cc: Mike Schulte, City of Polk City
Chelsea Huisman, City of Polk City Kathleen Connor, Snyder & Associates, Inc.

CHANGE ORDER NO. 2

OWNER: City of Polk City

PROJECT: 2019 Street Repairs Project
S&A PROJECT #: 119.0449.01

To: TK Concrete Inc.
Contractor
1608 Fifield Road
Address
Pella, IA 50219
City, State, Zip

You are directed to make the following changes in this contract:

1. Description of change to be made:

- 2.1. - Reduction of quantity to match field measurements.
- 2.2. - Reduction of quantity to match field measurements.
- 2.3. - Reduction of quantity to match field measurements.
- 2.4. - Reduction of quantity to match field measurements.
- 6.1. - Reduction of quantity to match field measurements.
- 6.2. - Reduction of quantity to match field measurements.
- 6.3. - Reduction of quantity to match field measurements.
- 7.1. - Reduction of quantity to match field measurements.
- 7.3. - Increase quantity to match field measurements.
- 7.4. - Increase of quantity to match field measurements.
- 7.5. - Increase of quantity to match field measurements.
- CO1.1 - Increase of quantity to match field measurements.
- CO1.2 - Reduction of quantity to match field measurements.

2. Reason for Change:

- 2.1. - Adjusted to match field measurements.
- 2.2. - Adjusted to match field measurements.
- 2.3. - Adjusted to match field measurements.
- 2.4. - Adjusted to match field measurements.
- 6.1. - Adjusted to match field measurements.
- 6.2. - Adjusted to match field measurements.
- 6.3. - Adjusted to match field measurements.
- 7.1. - Adjusted to match field measurements.
- 7.3. - Adjusted to match field measurements.
- 7.4. - Adjusted to match field measurements.
- 7.5. - Adjusted to match field measurements.
- CO1.1 - Adjusted to match field measurements.
- CO1.2 - Adjusted to match field measurements.

3. Settlement for the cost of making the change shall be as follows:

Item No.	Item Description	Quantity	Unit	Unit Price		Total Price
2.1.	Core Out Excavation	-175	CY	\$	20.00	\$ (3,500.00)
2.2.	Class A Roadstone	-170	TON	\$	35.00	\$ (5,950.00)
2.3.	Subgrade Treatment, Geogrid, Triangular	-500	SY	\$	3.00	\$ (1,500.00)
2.4.	Special Backfill	-10	TON	\$	35.00	\$ (350.00)
6.1.	Manhole Adjustment, Minor	-1	EA	\$	1,250.00	\$ (1,250.00)
6.2.	Intake Adjustment, Minor	-2	EA	\$	750.00	\$ (1,500.00)
6.3.	Infiltration Barrier, Molded Shield	-1	EA	\$	1,250.00	\$ (1,250.00)
7.1.	PCC Pavement Full Depth Repair Patch	-142.8	SY	\$	75.00	\$ (10,710.00)
7.3.	Removal of Sidewalk	24.6	SY	\$	20.00	\$ 492.00
7.4.	Sidewalk, PCC, 6"	21	SY	\$	150.00	\$ 3,150.00
7.5.	Detectable Warnings	17	SF	\$	50.00	\$ 850.00
CO1.1	Intake, SW-501, Cast In Place	1	EA	\$	7,500.00	\$ 7,500.00
CO1.2	Intake Adjustment, Major	-1	EA	\$	4,500.00	\$ (4,500.00)
TOTAL						-\$18,518.00

4. This change order will result in a net change in the contract completion time of 0 days and a net change in the cost of the project of -\$18518.00 divided as follows:

Approved funds and contract completion date as per (Engineer's Estimate, Contract or last approved C.O.)

Change due to this C.O. (+ or -)

Totals including this C.O.:

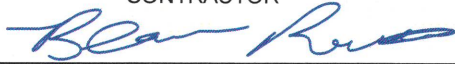
Contract Amount	Contract Working Days
\$162,550.00	30
(\$18,518.00)	0
\$144,032.00	30

The change described herein is understood, and the terms of settlement are hereby agreed to:

TK Concrete Inc.

CONTRACTOR

By



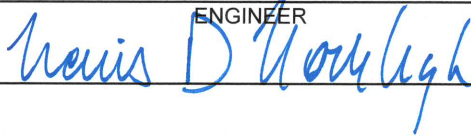
DATE:

10-15-21

Snyder & Associates, Inc.

ENGINEER

By



DATE:

10/15/21

City of Polk City

OWNER

By

DATE:

APPLICATION FOR PARTIAL PAYMENT NO. 6 (SUBFINAL RETAINAGE HELD)

PROJECT: 2019 Street Repair Project

S&A PROJECT NO.: 119.0449.01

OWNER: City of Polk City
CONTRACTOR: TK Concrete, Inc.
ADDRESS: 1608 Fifield Road
Pella, Iowa 50219
DATE: 10/25/2021

PAYMENT PERIOD: 12/2/2020
to 10/15/2021

1. CONTRACT SUMMARY:

Original Contract Amount: \$ 150,550.00
Net Change by Change Order: \$ (6,518.00)
Contract Amount to Date: \$ 144,032.00

CONTRACT PERIOD: TOTAL WORKING DAYS

Original Contract Date: August 12, 2019

Original Contract Time: 30

2. WORK SUMMARY:

Total Work Performed to Date: \$ 144,032.00
Retainage: 5% \$7,201.60
Total Earned Less Retainage: \$136,830.40
Less Previous Applications for Payment: \$ 136,830.40
AMOUNT DUE THIS APPLICATION: \$0.00

Added by Change Order: _____

Contract Time to Date: 30

Time Used to Date: 30

Contract Time Remaining: 0

3. CONTRACTOR'S CERTIFICATION:

The undersigned CONTRACTOR certifies that:

(1) all previous progress payments received from OWNER on account of Work done under the contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with the Work covered by prior Applications for Payment; and

(2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by the application for Payment are free and clear of all liens, claims, security interests, and encumbrances

TK Concrete, Inc.
CONTRACTOR

By TK Concrete, Inc. DATE: 10-15-21

4. ENGINEER'S APPROVAL:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended:

Snyder & Associates, Inc.
ENGINEER

By Snyder & Associates, Inc. DATE: 10/15/21

5. OWNER'S APPROVAL

City of Polk City
OWNER

By _____ DATE: _____

6. DETAILED ESTIMATE OF WORK COMPLETED:

ITEM NO.	DESCRIPTION	CONTRACT ITEMS				COMPLETED WORK		
		PLAN QTY.	UNIT	UNIT COST	COST TOTAL	QTY. TO DATE	CO #	COST TOTAL
2.1.	Core Out Excavation	175	CY	\$ 20.00	\$ 3,500.00			\$ -
2.2.	Class A Roadstone	170	TON	35.00	5,950.00			-
2.3.	Subgrade Treatment, Geogrid, Triangular	500	SY	3.00	1,500.00			-
2.4.	Special Backfill	10	TON	35.00	350.00			-
6.1.	Manhole Adjustment, Minor	6	EA	1,250.00	7,500.00	5		6,250.00
6.2.	Intake Adjustment, Minor	11	EA	750.00	8,250.00	9		6,750.00
6.3.	Infiltration Barrier, Molded Shield	5	EA	1,250.00	6,250.00	4		5,000.00
7.1.	PCC Pavement Full Depth Repair Patch	1,000	SY	75.00	75,000.00	857.2		64,290.00
7.2.	Crack and Joint Cleaning and Filling, PCC	100	LF	10.00	1,000.00	100		1,000.00
7.3.	Removal of Sidewalk	25	SY	20.00	500.00	49.6		992.00
7.4.	Sidewalk, PCC, 6"	15	SY	150.00	2,250.00	36		5,400.00
7.5.	Detectable Warnings	30	SF	50.00	1,500.00	47		2,350.00
8.1.	Traffic Control	1	LS	10,000.00	10,000.00	1		10,000.00
11.1.	Mobilization	1	LS	27,000.00	27,000.00	1		27,000.00
		TOTAL ORIGINAL CONTRACT = \$ 150,550.00				\$ 129,032.00		
CHANGE ORDER SUMMARY:								
CO1.1	Intake, SW-501, Cast In Place	1	EA	7,500.00	7,500.00	2	1	15,000.00
CO1.2	Intake Adjustment, Major	1	EA	4,500.00	4,500.00		1	-
2.1.	Core Out Excavation	(175)	CY	20.00	(3,500.00)		2	
2.2.	Class A Roadstone	(170)	TON	35.00	(5,950.00)		2	
2.3.	Subgrade Treatment, Geogrid, Triangular	(500)	SY	3.00	(1,500.00)		2	
2.4.	Special Backfill	(10)	TON	35.00	(350.00)		2	
6.1.	Manhole Adjustment, Minor	(1)	EA	1,250.00	(1,250.00)		2	
6.2.	Intake Adjustment, Minor	(2)	EA	750.00	(1,500.00)		2	
6.3.	Infiltration Barrier, Molded Shield	(1)	EA	1,250.00	(1,250.00)		2	
7.1.	PCC Pavement Full Depth Repair Patch	(142.8)	SY	75.00	(10,710.00)		2	
7.3.	Removal of Sidewalk	25	SY	20.00	492.00		2	
7.4.	Sidewalk, PCC, 6"	21	SY	150.00	3,150.00		2	
7.5.	Detectable Warnings	17	SF	50.00	850.00		2	
CO1.1	Intake, SW-501, Cast In Place	1	EA	7,500.00	7,500.00		2	
CO1.2	Intake Adjustment, Major	(1)	EA	4,500.00	(4,500.00)		2	
		TOTAL CHANGE ORDERS = \$ (6,518.00)				\$ 15,000.00		
		TOTAL CONTRACT & CHANGE ORDERS \$144,032.00				\$ 144,032.00		

RESOLUTION NO. 2021-105

A RESOLUTION APPROVING CHANGE ORDER NO. 2 FOR THE 2019 STREET REPAIRS PROJECT

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

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

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

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

WHEREAS, TK Concrete, Inc. and the City Engineer have submitted to the City of Polk City, Change Order No. 2 in the amount of **-\$18,518**.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa hereby approves the Change Order No. 2 in the amount of **-\$18,518** for the 2019 Street Repairs Project.

PASSED AND APPROVED the 25th day of October 2021.

Jason Morse, Mayor

ATTEST:

Jenny Coffin, City Clerk

RESOLUTION NO 2021-106

A RESOLUTION APPROVING THE APPLICATION FOR PARTIAL PAYMENT NO. 6 (SUB-FINAL WITH RETAINAGE HELD) FOR THE 2019 STREET REPAIRS PROJECT

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

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

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

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

WHEREAS, on October 25, 2021 the City Council approved Resolution 2021-105 approving Change Order No. 2 in the amount of **-\$18,518**; and

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

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

WHEREAS, on April 13, 2020 the City Council approved Pay App No. 3 in the amount of \$43,802.13; and

WHEREAS, on May 11, 2020 the City Council approved Pay App No. 4 in the amount of \$29,737.85; and

WHEREAS, on December 14, 2020 the City Council approved Pay App No. 5 in the amount of \$4,479.25; and

WHEREAS, TK Concrete, Inc. and the City Engineer have submitted the Application for Partial Payment No. 6 (Sub-Final with retainage held) giving a detailed estimate of work completed with an application for payment in the amount of \$0.00; and

WHEREAS, Snyder & Associates has provided a Certificate of Completion and recommends acceptance of the project.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa hereby approves the Application for Partial Payment No. 6 (sub-final with retainage held) for the 2019 Street Repairs Project.

BE IT FURTHER RESOLVED, the City Council of the City of Polk City, Iowa hereby accepts the 2019 Street Repairs Project

PASSED AND APPROVED the 25th day of October 2021.

Jason Morse, Mayor

ATTEST:

Jenny Coffin, City Clerk

CERTIFICATE OF COMPLETION

2019 STREET REPAIRS PROJECT

Polk City, Iowa

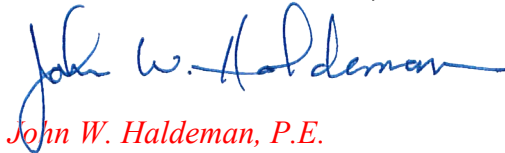
October 25, 2021

We hereby declare that we have made an on-site review of the completed construction of the ***2019 Street Repairs Project*** as performed by TK Concrete, Inc.

As Engineers for the project it is our opinion that the work performed is in substantial conformance with the plans and specifications, and that the final amount of the Contract is ***\$144,032.00***. I hereby recommend acceptance of the project.

Respectfully submitted,

SNYDER & ASSOCIATES, INC.



John W. Haldeman, P.E.

Project Engineer

Snyder & Associates, Inc.

Iowa License Number P15808



City of Polk City, Iowa

City Council Agenda Communication

Date: October 25, 2021 City Council Meeting
To: Mayor Jason Morse & City Council
From: Chelsea Huisman, City Manager
Subject: Mobile Food Vendors Ordinance-1st Reading

BACKGROUND: For the City Council's consideration on Monday is a proposed ordinance outlining rules and regulations for Mobile Food Vendors. The new ordinance will require mobile food vendors to submit an application to operate in city limits, as well as pay a fee to operate. They will also be required to pass an inspection completed by the Fire Department prior to their application being approved to operate within the city limits.

The Ordinance spells out that fees will be charged for Mobile Food Vendors, which we will update in the City's Fee Schedule. The proposed fee is \$75 for a 3-day permit, or \$250 for an annual permit. The annual permit will need to be renewed prior to April 15th of each year.

ALTERNATIVES: Do not approve the 1st reading of the Ordinance

FINANCIAL CONSIDERATIONS: None

RECOMMENDATION: It is my recommendation that the Council approve the 1st reading of an Ordinance pertaining to Mobile Food Vendors.

CITY OF POLK CITY, IOWA

Ordinance No. 2021-2100

**AN ORDINANCE AMENDING THE CITY CODE OF ORDINANCES OF
THE CITY OF POLK CITY, IOWA, BY ADDING NEW CHAPTER 125
“MOBILE FOOD VENDORS”**

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY
OF POLK CITY, IOWA:**

Section 1. The Polk City Code is hereby amended by adding the following:

CHAPTER 125 “MOBILE FOOD VENDORS”

125.01 DEFINITION. MOBILE FOOD VENDOR: A person engaged in the business of selling food or beverages from a mobile food unit.

125.02 MOBILE FOOD UNITS.

A. Mobile Food Unit Licensing: It shall be unlawful for any person to engage in the sale of food or beverages to the public from a temporary or mobile facility within the corporate limits of the city of Polk City without first obtaining a mobile food unit license from the city, in addition to any other state, federal, or county permits, certifications and licenses.

1. A mobile food unit license is an annual license that expires on April 15 each year and must be renewed prior to the first event after that date.
2. A 3-day mobile food unit license is available for a specific three day period.
3. Each mobile food unit shall be licensed separately. No license transfer is allowed.
4. Although certain activities may be exempt from the licensing requirements of this chapter, any food service to the public in the city of Polk City is expected to comply with all other local, county and state requirements for health inspections, licensing, safety and fire code requirements.
5. The following shall be exempt from this requirement:
 - a. Catering businesses.
 - b. Grilling and food preparation activities of brick and mortar establishments on the establishment's premises for immediate consumption by patrons or employees.
 - c. Concession stands associated with sports or recreational venues that have been approved as part of a site plan or permitted conditional use permit for the venue.

B. License/Inspection Fee(s): At the time of the submittal of a license application, the applicant shall pay to the city clerk the applicable license fee in addition to any applicable inspection fee(s).

1. The amount of the license and applicable inspections fee(s) shall be determined in accordance with an established fee schedule, which fee schedule may be modified from time to time with approval of the council.

2. Any licensee who surrenders their license prior to the date of expiration shall not be entitled to a refund of any portion of the fee.

C. Fire Department Inspection:

1. All mobile food units that have cooking facilities or use products with grease laden vapors (class III and class IV state licenses) shall be inspected by the fire department prior to initiation of business operations within the city.

2. Inspections are required annually and prior to issuance of a mobile food vending license. It shall be the obligation of the mobile food vendor to schedule the inspection with the fire department. Class I and II state license classifications are not required to meet this inspection requirement.

3. All class III and IV mobile food units shall have an acceptable fire suppression system, as determined by the Polk City fire department.

4. Upon completion of the annual fire inspection, a certificate shall be issued to the applicant to verify completion of the fire inspection. Said certificate shall be kept in the vehicle during operation.

5. At the discretion of the Polk City fire department, they may accept the inspection of the mobile food unit by another city's fire inspector to satisfy the annual inspection requirement. Applicant is obligated to contact the fire department to verify whether or not another community's inspection is adequate to fulfill obligation of city of Polk City inspection requirements.

D. Mobile Food Unit Licensing Application:

1. Filing: Application requests shall be filed with the city clerk. No application request shall be accepted for filing and processing unless it conforms to the requirements of this title. This would include a complete and true application, all of the required materials and information prescribed, and is accompanied by the appropriate fees.

2. Timely Submittal: Unless otherwise provided herein, applications must be submitted not less than seven (7) calendar days prior to the proposed start date of the mobile food unit activities. The city reserves the right to reject any applications that have not been timely submitted to the city.

3. Applicant's Responsibility: Receiving approval of a mobile food unit license from the city shall not preclude, supersede, circumvent, or waive the applicant's responsibility to obtain any additional permits, licenses, and approvals for other applicable local, state, and federal regulations.

4. Application Contents: Application shall be made on a form provided by the city and shall include:

- a. Full name of the applicant.
- b. Applicant's contact information including mailing address, phone numbers and e-mail address.

c. State health inspection certificate with the classification level of the state license.

d. Description of the kitchen facilities, cooking facilities, preparation area, safety features (such as, but not limited to, suppression system) of the mobile food unit.

e. Photographs of the mobile food unit from the front, side and back.

f. Make, model and year of vehicle to be used and the license plate number.

g. Overall size of the vehicle; length and width.

h. Copy of fire department inspection certificate.

i. Fee.

5. Character Of Applicant: Upon receipt of the complete application as required by this chapter, the police chief or a designee shall investigate the applicant as deemed necessary for the protection of the public health, safety, welfare and good.

a. Unsatisfactory Character And Business Responsibility: If, as a result of such investigation, the applicant's character and business responsibility are found to be unsatisfactory such that would harm the public good, the police chief may endorse on such application disapproval and state reasons for disapproval and return the application to the city clerk who shall notify the applicant in writing that the application has been disapproved, state the reasons for the denial, and the applicant's right to appeal under subsection D5c of this section.

b. Satisfactory Character And Business Responsibility: If, as a result of such investigation, the applicant's character and business responsibility are found to be satisfactory, the police chief may endorse approval on the application and shall return the application to the city clerk and the license may be issued.

c. Right To Appeal: Any applicant whose application for license was disapproved as under subsection D5a of this section may appeal to the City Manager within ten (10) days by filing a written request for an appeal. As a result of this appeal, the City Manager shall hold a hearing and enter a written decision which may affirm, modify or reverse the decision of the city clerk not. Any party aggrieved by a final determination made by the City Manager pursuant to this Code section may challenge whether the City Manager exceeded proper jurisdiction or otherwise acted illegally by commencing a certiorari action in the district court for Polk County, Iowa. If the application for license is denied, the applicant is not eligible for the issuance of a license under this chapter for a period of one year from the date of notification that the license application was disapproved, was served in person or deposited in U.S. mail.

6. Applications Deemed Withdrawn: Any application received shall be deemed withdrawn if it has been held in abeyance, awaiting the submittal of additional requested information from the applicant, and if the applicant has not communicated in writing with the city and made reasonable progress within thirty (30) days from the last written notification from the city to the applicant. The application fee is nonrefundable. Any application deemed withdrawn shall require submission of a new application and fees to begin a new review and approval process.

7. Issuance Of License: Upon completion of the review process and a determination of compliance with the applicable regulations, the city clerk will issue a mobile food unit license.

8. Modification Of License After Issuance: Should the mobile food vendor change the food or beverage being offered during the term of an issued license that would change the designation of the mobile food unit to a higher state licensing level classification, a new application and fire inspection shall be required.

E. Mobile Food Units On Public Property: No mobile food unit may be operated on public property except as part of an approved event under a public property special event permit issued by the city clerk's office or their designee, within a city park or greenway. Requests for authorization to vend within a city park or greenway (not as part of a city permitted public property special event) may be submitted no less than five (5) days and no more than fifteen (15) days prior to the requested day of vending.

F. Unattended Mobile Food Unit: No mobile food unit shall be left unattended or stored on any site overnight, unless that property is under the ownership or control of (by way of a lease or other contractual agreement) the operator of the unit and is being done so in compliance with all other city code requirements or the mobile food unit is a participant in a multiple (contiguous) day, city permitted, public property special event. Any mobile food unit found unattended shall be considered in violation of these regulations and subject to license revocation, municipal infraction, towing, or any other action legally allowed.

Section 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3. This ordinance shall be in full force and effect after passage, approval and publication as provided by law.

PASSED AND ADOPTED at Polk City, Iowa, this ____ day of _____, 2021.

JASON MORSE, Mayor

ATTEST:

JENNY COFFIN, City Clerk

First reading: _____

Second reading: _____

Third reading: _____

Publication Date: _____



City of Polk City, Iowa

City Council Agenda Communication

Date: October 19, 2021
To: Mayor & City Council
From: Chief Jeremy Siepker

Subject: **Municipal Code Chapter 57 changes.**

BACKGROUND: I have reviewed our current Municipal Code Chapter 57 – Dangerous and Vicious Animals and have compared our current Vicious Animal definition and appeal process after an animal is declared “vicious” to surrounding communities. In this research I have discovered that our current definition of a vicious animal is a fair definition, it is similar to most communities around us, and I do not recommend any changes to it.

I am recommending an alternative option to appeal the order of the Police Chief when an animal is declared to be vicious. Rather than an appeal to the Council an appeal would be made to a committee appointed by the City Manager. The committee would include, at a minimum, the City Manager, a representative from Polk County Animal Control, and a trained animal professional (Veterinarian, trainer, -etc.). After such hearing, the committee may affirm or reverse the order of the Police Chief. This type of an appeal process is utilized by cities such as Ankeny, Altoona, and Adel and it provides an objective approach while utilizing outside resources with experience in these matters.

ALTERNATIVES: Make no changes.

FINANCIAL CONSIDERATIONS: N/A

RECOMMENDATION: It is my recommendation that the council approves the changes to Municipal Code Chapter 57 as attached.

ORDINANCE NO. 2021-2200

**AN ORDINANCE AMENDING
CHAPTER 57, DANGEROUS AND VICIOUS ANIMALS, SECTION 57.04, SEIZURE,
IMPOUNDMENT AND DISPOSITION**

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

Section 1. Chapter 57, of the Polk City Code of Ordinances; Dangerous and Vicious Animals, Section 57.04: Seizure, Impoundment and Disposition by deleting the section and inserting the following:

57.04 SEIZURE, IMPOUNDMENT AND DISPOSITION.

1. In the event that a dangerous animal or vicious animal is found at large and unattended upon public property, park property, public right-of-way or the property of someone other than its owner, thereby creating a hazard to persons or property, such animal may, in the discretion of the Police Chief, be destroyed if it cannot be confined or captured. The City shall be under no duty to attempt the confinement or capture of a dangerous animal or vicious animal found at large, nor shall it have a duty to notify the owner of such animal prior to its destruction.

2. Upon the complaint of any individual that a person is keeping, sheltering or harboring a dangerous animal or vicious animal on premises in the City, the Police Chief shall cause the matter to be investigated and if after investigation, the facts indicate that the person named in the complaint is keeping, sheltering or harboring a dangerous or vicious animal in the City, the Police Chief shall order the person named in the complaint to permanently remove the animal from the City. or destroy the animal within three (3) days of the receipt of such an order. Such order shall be contained in a notice which shall be given in writing to the person keeping, sheltering or harboring the dangerous animal or vicious animal, and shall be served personally or by certified mail. Such order and notice shall not be required where such animal has previously caused serious physical harm or death to any person, in which case the Police Chief shall cause the animal to be immediately seized and impounded or killed if seizure and impoundment are not possible without risk of serious physical harm or death to any person.

3. The order on the dangerous animal or vicious animal issued by the Police Chief may be appealed to the City Manager. In order to appeal such order, written notice of appeal must be filed with the Clerk within three (3) days after receipt of the order contained in the notice. Failure to file such written notice of appeal shall constitute a waiver of the right to appeal the order of the Police Chief.

4. The notice of appeal shall state the grounds for such appeal and shall be delivered personally or by certified mail to the Clerk. The hearing of such appeal shall be scheduled within seven (7) days of the receipt of the notice of appeal. The hearing may be continued for good cause. The appeal shall be heard by a committee appointed by the City Manager and consisting of a minimum of three people, including the City Manager, a representative from Polk County Animal Control, and a trained animal professional (Veterinarian, trainer, etc.) After such hearing, the Committee may affirm or reverse the order of the Police Chief. Such determination shall be contained in a written decision and

shall be filed with the Clerk within three (3) days after the hearing or any continued session thereof.

5. If the Committee affirms the action of the Police Chief, the Committee shall order in its written decision that the person owning, sheltering, harboring or keeping such dangerous or vicious animal, permanently remove the animal from the City or destroy it. The decision and order shall immediately be served upon the person against whom rendered in the same manner as the notice of removal. If the original order of the Police Chief is not appealed and is not complied with within three (3) days or the order of the Committee after appeal is not complied with within three (3) days of its issuance, the Police Chief is authorized to seize, impound or destroy such dangerous or vicious animal. Failure to comply with an order of the Police Chief issued pursuant to this chapter and not appealed, or of the Committee after appeal, constitutes a simple misdemeanor.

Section 2. 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 3. This Ordinance shall be in full force after its passage, approval and publication as provided by law.

PASSED AND APPROVED this _____ day of _____ 2021.

Jason Morse, Mayor

ATTEST:

Jenny Coffin, City Clerk

First Reading:
Second Reading:
Third Reading:
Date Adopted:
Date of Publication by posting:



City of Polk City, Iowa

City Council Agenda Communication

Date: October 25, 2021 City Council Meeting
To: Mayor Jason Morse & City Council
From: Chelsea Huisman, City Manager
Subject: 2nd Reading of Ordinance 2021-2000 Backflow Prevention

BACKGROUND: On Monday the City Council will have the 2nd reading of an Ordinance pertaining to rules for backflow prevention.

This proposed Ordinance outlines rules and regulations to any person in the City limits that has a backflow preventor, mainly irrigation system users. The ordinance outlines requirements of backflow prevention, the reporting requirements, and penalties for not submitting a report on time to the City. The Ordinance also outlines the possibility that if owners do not submit their annual report, the City may turn off the water.

ALTERNATIVES: Do not approve the 2nd reading.

FINANCIAL CONSIDERATIONS: None

RECOMMENDATION: It is my recommendation that the Council have the 2nd reading at the October 25th City Council meeting. The third and final reading will take place on Monday, November 8, 2021.

CITY OF POLK CITY, IOWA

ORDINANCE NO. 2021-2000

**AN ORDINANCE AMENDING THE CITY CODE OF POLK CITY, IOWA, ADOPTING
CHAPTER 93 CONCERNING CROSS CONNECTIONS AND BACKFLOW
PREVENTION**

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

Section 1. There is hereby enacted the following new Chapter 93 of the City of Polk City Code of Ordinances:

93.01 DEFINITIONS.

The following terms are defined for use in this chapter.

1. “Approved backflow prevention assembly” means backflow assemblies complying with the Iowa State Plumbing Code Section 641-25.5(1)b or Section 641-25.5(1)c for containment in a fire protection system.
3. “Auxiliary water supply” means any water supply on or available to the premises other than the City’s public water supply such as, but not limited to a private well, pond, or river.
4. “Back-pressure” means the flow of water or other liquids, mixtures or substances under pressure into the distribution pipes of a potable water supply system from any source(s) other than the intended source.
5. “Back-siphonage” means the flow of water or other liquids, mixtures or substances into the distribution pipes of a potable water supply system from any source(s) other than the intended source, caused by the reduction of pressure in the potable water supply system.
6. “Backflow” means the reversal of the normal flow of water caused by either back-pressure or back-siphonage.
7. “Containment” means a method of backflow prevention which requires a backflow prevention assembly on certain water services. Containment requires that the backflow prevention assembly be installed on the water service as close to the public water supply main as is practical. Directly after the discharge end of the water meter is the best location.
8. “Cross connection” means any connection or arrangement, physical or otherwise, between a potable water supply system and any plumbing fixtures or tank, receptacle, equipment, or device, through which it may be possible for non-potable, used, unclean, polluted, or contaminated water, or other substance, to enter into any part of such potable water system under any condition, including but not limited to lawn or other landscaping irrigation systems, water powered or water assisted sump pumps, yard hydrants, or other potentially hazardous water connections.
9. “Customer” means the owner, operator, or occupant of a building or property which has a water service from the public water system, or the owner or operator of a private water system which has water service from the public water system.

10. “High hazard cross connection” means a cross connection which may cause an impairment of the quality of the potable water by creating an actual hazard to the public health, through poisoning or through the spread of disease by sewage, industrial fluids or wastes.
11. “Isolation” means a preferred method of backflow prevention which requires the installation of a backflow prevention assembly at a suitable location within a plumbing system to isolate a known or possible hazardous cross connection (e.g. boilers, commercial or industrial mixing processes, irrigation systems, etc.) rather than at the water service entrance.
12. “Licensed backflow prevention assembly technician” means a person meeting all requirements for the testing and repair of backflow prevention assemblies and who is licensed and registered with the Iowa Department of Public Health.
13. “Reduced pressure principal backflow prevention assembly” also referred to as a “Reduced pressure zone (RPZ)” device means a backflow prevention assembly consisting of two independently acting internally loaded check valves, a different pressure relief valve, four properly located test cocks, and two isolation valves. This assembly is required on all lawn or other landscaping irrigation systems, chemically treated boiler systems, or any system where any potential hazardous chemicals are present or can be introduced into the public water system during a failure of that system.
14. “Water Service”, depending on the context, means the physical connection between a public water system and a customer’s building, property or private water system, or the act of providing potable water from a public water system to a customer.

93.02 WATER UTILITY ADMINISTRATIVE AUTHORITY.

1. The administrative authority for this chapter is the City Council acting through the water utility or such persons or departments the City Council shall designate.
2. The City shall require the submission of plans, specifications and other information deemed necessary for a building, property or private water system to which a water service is proposed. The information submitted shall be reviewed to determine if cross connections will exist and the degree of hazard. Each customer shall survey the activities and processes which receive water from the water service and shall report to the City if cross connections exist and the degree of hazard.
3. The owner of a building, property or private water system shall install, or cause to be installed, an approved backflow prevention assembly for containment as directed by the City before water service is initiated.
4. The City shall have the right to access any property to inspect the plumbing of any building, property and private water system which has a water service to determine if cross connections exist and the degree of hazard. Failure to grant access for inspection shall be cause for termination of water service.
5. If the City determines that non-potable water may potentially enter the public water supply, the customer shall be required to install the appropriate backflow prevention assembly for containment. If a customer refuses to install a backflow prevention assembly for containment when it is required, water service to the customer may be discontinued until an appropriate backflow prevention assembly is installed.
6. Dual connections with a direct connection to the public water supply and other auxiliary supplies such as wells, ponds, rivers, industrial waters are strictly prohibited.
7. Cross connections from any well or other source of water to any piping system connected to the Des Moines Water Works distribution mains are prohibited.

8. The customer shall be responsible for ensuring that no cross connections exist within their premises starting at the water service entrance unless approved backflow prevention is installed.
9. The customer shall prevent pollutants and contaminants from entering their facility's potable water supply system or the City of Polk City's distribution mains by all means necessary to prevent backflow.
10. All water-using devices must be so designed that backflow to the distribution system cannot occur.
11. Where harmful contaminants or pollutants are used with any device or process connected to the water system, the customer must install and maintain an approved testable reduced pressure backflow prevention assembly in accordance with these Rules and Regulations and any applicable plumbing code requirements.
12. All permanently installed underground irrigation systems shall contain an approved testable backflow prevention assembly at the water service entrance designed to prevent backflow to the City of Polk City's distribution system.
13. All newly constructed fire suppression systems shall contain an approved testable backflow prevention assembly at the water service entrance designed to prevent backflow to the City of Polk City's distribution system.

93.03 BACKFLOW PREVENTION.

1. All new and existing service lines are subject to the requirements of the State of Iowa and any applicable local Plumbing Codes respecting backflow prevention and in addition are also subject to the specific requirements set forth in this Chapter. State of Iowa requirements are set forth in the Rules of the Public Health Department, Chapter 25 State Plumbing Code, Rule 25.1, 641 I.A.C 25.5.
2. An approved backflow prevention assembly for containment as defined in applicable State and local plumbing codes shall be installed at the domestic water service entrance as a condition of service to all newly constructed or remodeled commercial buildings. Any upgrade to an existing service line is deemed a new service.
3. An approved backflow prevention assembly for containment shall be installed at the water service entrance in any existing service where an actual or potential cross connection to non-potable or hazardous substances exists, is created or is identified by the City of Polk City. All commercial, multi-tenant properties are deemed to have a potential for cross connections to non-potable or hazardous substances.
4. Private wells and any piping served by a private well shall be physically disconnected from any plumbing pipes and fixtures that will be connected to the City of Polk City's distribution system. If a well will be left in service, no well equipment or piping shall be allowed to remain in the building even if it is physically separated or isolated with a valve. An approved reduced pressure zone backflow prevention assembly will be required at the service entrance.
5. Backflow prevention assemblies for containment shall be installed immediately following the water meter or as close to that location as deemed practical by the City.

93.04 BACKFLOW PREVENTION ASSEMBLIES FOR FIRE PROTECTION SYSTEMS.

1. A fire protection system using antifreezes or other additives shall be protected by an approved reduced pressure principle backflow prevention assembly.

2. A dry type fire protection system shall be protected by an approved double check valve backflow prevention assembly.
3. Backflow prevention assemblies must be tested annually on a routine scheduled basis by the required licensed technician. The City of Polk City fire marshal and water utility are both to be copied with test results.

93.05 CUSTOMER REQUIREMENTS.

1. The customer shall be responsible for ensuring that no cross connections exist without an approved backflow prevention assembly.
2. The customer shall immediately notify the City water utility when the customer becomes aware that backflow has occurred in the building, property or private water system receiving water service, and take measures to confine the contamination or pollution by turning off valves to isolate the area of the incident. The City may order that a water service be temporarily shut off when a backflow occurs in a customer's building, property or private water system.
3. The customer shall cause installation, operation, maintenance and testing of the backflow prevention assemblies required by this chapter. Backflow prevention assemblies shall be installed by a licensed plumbing contractor per established plumbing codes. A licensed backflow prevention testing technician, registered with the Iowa Department of Public Health, shall test the backflow prevention assembly at initial installation and annually each year thereafter. Backflow prevention assemblies installed on irrigation systems shall be tested annually by May 31 of each year. Backflow prevention assemblies must be retested when repairs have been completed to ensure the repaired device is operational.
4. The customer shall ensure the City water utility receives the backflow prevention assembly test report upon completion of testing. Failure to provide report within 15 days of the test may result in termination of water service.

93.06 BACKFLOW PREVENTION ASSEMBLY TESTING.

All backflow prevention assemblies shall be tested within ten (10) working days of installation. The customer shall cause each backflow prevention assembly installed at their property to be tested annually by a backflow prevention assembly technician registered with the Iowa Department of Public Health. Such test shall be due on an annual testing date for such premises.

1. Backflow prevention assemblies which are in place but have not been used for more than three (3) months, shall be tested prior to being placed back into service.
2. Any backflow prevention assembly that fails a test and is repaired or replaced, must successfully pass the test prior to being placed into operation.
3. The City requires an annual test however the City may require more frequent testing of backflow prevention assemblies.
4. The City may conduct, at its own cost, additional testing of a backflow prevention assembly to verify test procedures and results.
5. In the event a contamination of the water distribution system should occur from any home or business, that home or business shall be responsible for all costs incurred by the City to resolve said contamination.
5. To suspend the testing requirements for an irrigation system or other system taken out of service, the customer shall have a licensed plumbing contractor disconnect all piping and remove the backflow prevention assembly. When the system is to be placed back into service, the

backflow prevention assembly must be re-installed by a licensed plumbing contractor and tested by the required licensed testing technician. The customer must contact the City water utility for an appointment to have the disconnection and reconnection inspected.

93.07 ADMINISTRATION & ANNUAL TESTING

1. An administration fee of \$15.00 will be applied to the customer's account annually for each backflow prevention assembly installed at the property.
2. Any failure to have backflow devices that are categorized as containment backflow prevention assemblies to be tested and a report thereof to be received by the Annual Backflow Test Due Date will result in the imposition of late fees as follows:

If successful test results of the containment backflow device located at the water meter are not received within 15 days of the test due date, a \$100 late fee will be applied.

An additional \$200 late fee will be applied to the customer's account if a report is not received within 30 days of the annual test due date and water service may be interrupted until such a time that a successful test result is received.

93.08 TERMINATION FOR NONCOMPLIANCE.

Water service may be terminated in the case of noncompliance with, but not limited to, the following.

1. Refusal to allow City access to the property to inspect for cross connection at reasonably scheduled times.
2. Unauthorized removal or bypassing of a backflow prevention device required by the City.
3. Providing inadequate backflow prevention when a cross connection exists.
4. Failure to install an approved backflow prevention assembly when required by the City.
5. Failure to test a backflow prevention assembly as required by the City and/or submit the required test report within 30 days of the test.
6. Failure to comply with any other provisions of this chapter or reasonable requests.

Section 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3. This ordinance shall be in full force and effect after passage, approval and publication as provided by law.

PASSED AND ADOPTED by the City Council of Polk City, Iowa on this _____ day of _____, 2021.

Jason Morse, Mayor

ATTEST:

Jenny Coffin, City Clerk

First Reading: Second Reading: Third Reading: Published by posting:
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