

Agenda

Notice of Meeting

Polk City | City Council

March 25, 2019 | 6:00 pm

City Hall | Council Chambers

Broadcast live at <https://polkcityia.gov/page/LiveStream>

Tentative Meeting Agenda

Jason Morse | Mayor

Jeff Walters | Pro Tem

City Council Members: David Dvorak | Mandy Vogel | Ron Anderson | Rob Sarchet

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Recognition of Officer Aicher and K9 Eudoris@6
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 come to the podium and state your name and address for the record. You are requested to keep your comments to five minutes.
6. Consent Items
 - Action Items
 1. Consider motion to approve the City Council Meeting Minutes for March 11, 2019
 2. Consider motion to receive and file the P&Z Commission Meeting Minutes for March 18, 2019
 3. Consider motion to approve the March 25, 2019 Claims
 4. Consider motion to approve the February 2019 Finance Report
 5. Consider motion to approve April 27, 2019 as Polk City Clean-Up Day
 6. Consider motion to approve twelve months Class C Liquor License for Papas Pizzeria located at 214 W. Broadway Street with Sunday Sales effective 5/28/2019
7. New Business
 - Action Items
 1. Consider motion to approve Resolution 2019-20 approving the P.U.D. Master Plan for Bridgeview Plat 2
 2. Consider motion to approve Resolution 2019-14 approving service agreements with Kel Tek for a 48-month term including a vehicle lease in the annual amount of \$10,982.83 and hardware services in the annual amount of \$6,251.32 beginning July 1, 2019
 3. Consider motion to approve Resolution 2019-19 approving Snyder & Associates invoices for February 2019 in the amount of \$9,423.00
8. Reports & Particulars
 - Mayor Proclamation – National Library Week, April 7-13, 2019
 - Mayor, Council, City Administrator, Staff, Boards, and/or Commissions
9. Adjourn until April 8, 2019

MEETING MINUTES
The City of Polk City
City Council Meeting
6:00 p.m., Monday, March 11, 2019
City Hall

Polk City, City Council held a meeting at 6:00 p.m., on March 11, 2019. The Agenda was posted at the City Hall office as required by law. **These tentative minutes reflect all action taken at the meeting.**

<p><u>Mayor and City Council Members Present:</u> Jason Morse Mayor Jeff Walters Pro Tem Dave Dvorak City Council Member <i>VIA PHONE</i> Mandy Vogel City Council Member Ron Anderson City Council Member Robert Sarchet City Council Member</p>	<p><u>Staff Members Present:</u> Lindsey Huber Assistant City Administrator/Finance Director Jenny Gibbons City Clerk Amy Beattie City Attorney Kathleen Connor City Engineering Representative Trace Kendig Police Chief Jim Mitchell Fire Chief Randy Franzen Public Works Supervisor Mark Paeper IT Director</p>
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1. **Call to Order** / Mayor Morse called the meeting to order at 6:00 p.m.
2. **Roll Call** / Dvorak (via phone), Vogel, Walters, Anderson, Sarchet | In attendance
3. **Approval of Agenda**
MOTION: A motion was made by Anderson and seconded by Sarchet to approve the meeting agenda.
MOTION CARRIED UNANIMOUSLY
4. **Public Comments** | None
5. **Consent Agenda Items**
MOTION: A motion was made by Walters and seconded by Sarchet to approve the consent agenda items
 1. Consider motion to approve the City Council Meeting Minutes for February 25, 2019
 2. Consider motion to approve the March 11, 2019 Claims
 3. Consider motion to approve the January 2019 Finance Report
 4. Consider motion to accept Mark Mc Clintic's resignation from the Fire Department effective February 28, 2019
 5. Consider motion to accept Kevin Vols' resignation from the Fire Department effective March 15, 2019
 6. Consider motion to approve Resolution 2019-16 adopting the Polk County Multi-Jurisdictional Local Hazard Mitigation Plan
 7. Consider motion to receive and file the February 2019 Water Report
 8. Consider motion to receive and file the February 2019 Fire Department Report
 9. Consider motion to approve hiring EMT Jennifer Blaylock for the Fire Department at a rate of \$13.33 per hour for POC and \$13.80 per hour for part-time rate
 10. Consider motion to receive and file the February 4, 2019 Library Board Meeting Minutes
 11. Consider motion to receive and file the February 2019 Library Stats Report
 12. Consider motion to receive and file the February 2019 Library Director Report
 13. Consider motion to receive and file the February 2019 Police Department Report***MOTION CARRIED UNANIMOUSLY***
6. **New Business**
 1. FY 19/20 Budget
 - a. Mayor Morse opened the Public Hearing at 6:01pm on the proposed Budget for Fiscal Year 19/20. Jenny Gibbons, City Clerk, said the notice was published March 1, 2019 and no comments had been received for or against the Budget. No one was present to be heard for or against the FY 19/20 Budget. Mayor and Council discussed several items surrounding the budget and the budgeting process. They discussed the need for future and on-going financial and strategic planning.
MOTION: A motion was made by Anderson and seconded by Vogel to close the public hearing at 6:28 pm and reopen the regular meeting.
MOTION CARRIED UNANIMOUSLY

- b. **MOTION:** A motion was made by Walters and seconded by Vogel to approve Resolution 2019-13 approving FY 19/20 Budget

MOTION CARRIED UNANIMOUSLY

2. 2018 Parks Improvement Project

- a. **MOTION:** A motion was made by Sarchet and seconded by Anderson to approve Resolution 2019-17 approving Change Order No. 2 in the amount of \$1,375 for improvements to assist in proper drainage of Lost Lake Park

MOTION CARRIED UNANIMOUSLY

- b. **MOTION:** A motion was made by Vogel and seconded by Sarchet to approve Resolution 2019-18 approving Pay App No. 6 partial release of retainage in the amount of \$11,538.68

MOTION CARRIED UNANIMOUSLY

3. **MOTION:** A motion was made by Vogel and seconded by Anderson to approve Resolution 2019-15 approving Snyder & Associates January 2019 invoices in the amount of \$27,085.78

YES: Anderson, Sarchet, Dvorak, Vogel

ABSTAIN: Walters

MOTION CARRIED

4. **MOTION:** A motion was made by Vogel and seconded by Sarchet to approve an engineering services agreement for environmental documentation for the Southeast Trunk Sewer project with Snyder and Associates in the amount of \$12,900

YES: Sarchet, Dvorak, Vogel

ABSTAIN: Walters

NO: Anderson

MOTION CARRIED

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

- Mayor Morse announced the bid letting scheduled for March 8, 2019 resulted in no bidders and suggested Council discuss next steps in an upcoming meeting. Mayor scheduled a Council Work Session for March 25th at 5pm.
- Council Member Vogel thanked everyone that worked on the budget and appreciated the good discussion.
- Council Member Dvorak shared his commitment to the Parks Director committee and wants to continue down the research path to identify feasibility and bring forward findings to Council.
- Council Member Anderson appreciates the hard work on the budget and is glad it has been finalized.
- Council Member Sarchet said the silver lining to the LOST vote after discussing the topic for several months it should not require further discussion.
- Fire Chief Mitchell publicly acknowledged Mark McClintic and Kevin Vohls departure from the Fire Department and publicly shared his appreciation for their time and services.
- Mayor Morse thanked Staff, Council and Amy Beattie for working through the challenges over the past five weeks.

8. **Adjournment**

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

MOTION CARRIED UNANIMOUSLY

Next Meeting Date – Monday, March 25, 2019 at 6:00 p.m.

Jason Morse, Mayor

Attest

Jenny Gibbons, City Clerk

MEETING MINUTES
The City of Polk City
Planning and Zoning Commission
6:00 p.m., Monday, March 18, 2019
City Hall

Polk City, Planning and Zoning Commission (P&Z) held a meeting at 6:00 p.m., on March 18, 2019. The Agenda was posted at the City Hall office as required by law. **These tentative minutes reflect all action taken at the meeting.**

<p><u>P&Z Commission Members Present:</u> Doug Ohlfest Chair Dennis Dietz Pro Tem Ron Hankins P&Z Commission Member Deanna Triplett P&Z Commission Member Krista Bowersox P&Z Commission Member Justin Vogel P&Z Commission Member – via phone</p> <p><u>P&Z Commission Members Absent:</u> Doug Sires P&Z Commission Member</p>	<p><u>Staff Members Present:</u> Jason Morse Mayor Kathleen Connor City Engineering Representative Becky Leonard Deputy City Clerk</p>
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1. **Call to Order** | Chair Hankins called the meeting to order at 6:00p.m.
2. **Roll Call** | Hankins, Triplett, Dietz, Ohlfest, Vogel (via phone) | In attendance
 Sires | Absent
3. **Approval of Agenda**
MOTION: A motion was made by Hankins and seconded by Bowersox to approve the agenda.
MOTION CARRIED UNANIMOUSLY
4. **Audience Items** | No discussion items
5. **Approval of Meeting Minutes**
MOTION: A motion was made by Hankins and seconded by Dietz to approve the January 21, 2019 meeting minutes.
YES: Dietz, Ohlfest, Bowersox, Hankins, Triplett
ABSTAIN: Vogel
MOTION CARRIED
6. **Bridgeview Plat 2**
 Tom Wittman, Knapp Properties, presented the updated proposed Planned Unit Development Master Plan for Bridgeview Plat 2.
 - Met with neighbors and have a Memorandum of Understanding in which Knapp created seven outlots at the south end of the property adjacent to the residents on Seagrass to preserve trees and provide a buffer between the properties. The outlots will extend 50 feet long and will be individually owned by the abutting property owners, with each outlot the same width as the residents' existing lots.
 - 50 lots in total
 - Bridgeview Street will terminate in a cul-de-sac.
 - Pelican Drive will extend northeasterly to Parker Blvd between Phillips and Washington
 - Trail connection was extended to the street and added connector on opposite side of the street
 - 15-foot wide landscape buffer located along west side of Parker
 - Knapp will plan to submit preliminary plat as early as next week if Commission finds the plan favorable.

Engineer Comments

- City Engineering Representative Connor listed the three items the Commission was concerned with in January:
 - o Meet with the neighbors
 - o Extend the trail connection to the street
 - o Concern over the Pelican Drive access onto Parker Blvd.
- Connor advised that Justin Jackson, Traffic Engineer with Snyder & Associates, reviewed the proposed location for Pelican Drive and determined it meets SUDAS requirements.
- From Staff's perspective, all comments have been addressed.
- Current plan also relocates the storm sewer, in the vicinity of Outlots X and Y, to the north which will preserve trees along the south plat boundary

Commission Comments

- Concerned about Pelican Drive's access onto Parker not lining up with Phillips Street and not limiting access points on a main roadway
- This version saves more natural growth than the concept plan dated April 2014
- Expressed appreciation to developer for meeting with neighboring residents

Audience Comments

- Jared Foss, 1520 Seagrass Ave, was in attendance to support the revised plan and thanked the Commission and Knapp Properties for listening to their concerns.

MOTION: A motion was made by Bowersox and seconded by Triplett on the recommendation to Council to approve the Planned Unit Development (P.U.D.) Master Plan for Bridgeview Plat 2 subject to the recommendation and comments in the Engineer Memo dated March 13, 2019.

YES: Triplett, Dietz, Ohlfest, Bowersox, Vogel

NO: Hankins

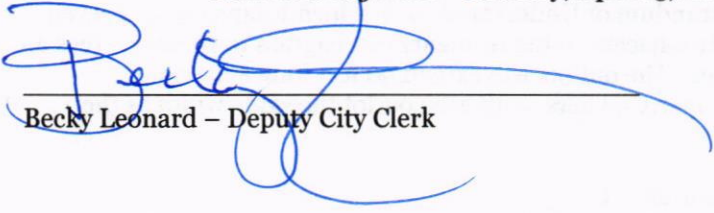
MOTION CARRIED

7. **Staff Report** | Connor shared that Fenders will be installing an outdoor refrigeration unit using a building permit since an amended site plan was not required due to the existing roof and foundation. Mayor Morse stated that Gary Mahannah retired and his last day was March 1, 2019. A search firm will be enlisted to assist with hiring a city administrator which may take several months.
8. **Commission Report** | The Commission members appreciated the information regarding a Planning & Zoning Workshop hosted by ISU Extension & Outreach in Johnson next month. Mayor Morse encouraged them to attend and to submit their receipt to the City for reimbursement. Hankins shared his appreciation for the Council Liaison position and Mayor Morse advised that discussions regarding the role are still underway.

9. **Adjournment**

MOTION: A unanimous motion was made to adjourn at 6:19 p.m.

Next Meeting Date – Monday, April 15, 2019



Becky Leonard – Deputy City Clerk

CLAIMS REPORT

The City of Polk City

For **3/25/2019**

DEPARTMENT	FUND	VENDOR	EXPENSE TYPE	AMOUNT
CH	GENERAL	AUREON TECHNOLOGY	MONTHLY MANAGED SERVICES	\$1,068.00
CH	GENERAL	BOUND TREE MEDICAL	DEFIB PADS	\$261.98
CH	GENERAL	BRAVO GREATER DES MOINES	HOTEL/MOTEL TAX	\$1,193.12
CH	GENERAL	BUSINESS PUBLICATIONS CORP	PUBLIC NOTICES	\$319.87
CH	GENERAL	CATCH DES MOINES	HOTEL/MOTEL TAX	\$1,193.12
CH	GENERAL	CENTURY LINK	PHONE SERVICE	\$580.42
CH	GENERAL	CITY LAUNDERING	FIRST AID SUPPLIES	\$50.41
CH	GENERAL	CRYSTAL CLEAR WATER CO	PURCHASED WATER	\$16.00
CH	GENERAL	IOWA TITLE CO	504 ROOSEVELT	\$1,000.00
CH	GENERAL	ISU REGISTRATION SERVICES	P&Z WORKSHOP-LEONARD	\$65.00
CH	GENERAL	JENNY GIBBONS	REIMBURSEMENT-MILEAGE/GCMOA MEAL	\$45.17
CH	GENERAL	LINDSEY HUBER	REIMBURSEMENT-MILEAGE/PARKING/CELL PHONE	\$70.00
CH	GENERAL	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$1,089.64
CH	GENERAL	MIDLAND POWER CO-OP	STREET LIGHTING	\$205.12
CH	GENERAL	MIKE'S METRO LOCK & SAFE	CHANGE LOCKS AT CITY HALL	\$110.00
CH	GENERAL	MMIT BUSINESS SOLUTIONS GROUP	COPIER RENTAL	\$95.38
CH	GENERAL	PCM/TIGER DIRECT	SECURITY SYSTEM EQUIPMENT	\$785.00
CH	GENERAL	VERIZON WIRELESS	PHONE AND DATA PLAN	\$40.01
CIVIL DEFENSE	GENERAL	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$99.93
COMM RM	GENERAL	CITY LAUNDERING	FIRST AID SUPPLIES	\$53.11
COMM RM	GENERAL	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$120.88
FD	GENERAL	BOUND TREE MEDICAL	MEDICAL SUPPLIES	\$183.00
FD	GENERAL	BRICK LAW FIRM	FIRE DEPARTMENT	\$75.00
FD	GENERAL	CITY OF ANKENY	TIER SERVICE	\$200.00
FD	GENERAL	EMSLRC	CEH	\$20.00
FD	GENERAL	FIRE SERVICE TRAINING BUREAU	FF1/HAZ MAT TESTING FEES	\$100.00
FD	GENERAL	JIM MITCHELL	REIMBURSEMENT-CELL PHONE	\$40.00
FD	GENERAL	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$459.83
FD	GENERAL	SANDRY FIRE SUPPLY L.L.C.	BUNKER COATS & PANTS	\$6,285.17
FD	GENERAL	STRAUSS SECURITY SOLUTIONS	REPAIR DOOR LOCK	\$100.50
FD	GENERAL	VERIZON WIRELESS	PHONE AND DATA PLAN	\$329.98
FD	GENERAL	WEX	FUEL	\$477.48
LEGAL	GENERAL	BRICK LAW FIRM	GENERAL LEGAL SERVICES	\$6,375.95
LEGAL	GENERAL	BRICK LAW FIRM	MUNICIPAL NUISANCE ABATEMENT	\$160.00
LIB	GENERAL	AMAZON	BOOKS	\$1,051.52
LIB	GENERAL	BAKER & TAYLOR	BOOKS	\$205.08
LIB	GENERAL	CENTURY LINK	PHONE SERVICE	\$340.25
LIB	GENERAL	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$529.42
PARKS	GENERAL	BOUND TREE MEDICAL	DEFIB PADS	\$261.98
PARKS	GENERAL	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$265.99
PD	GENERAL	AMAZON BUSINESS	9MM SNAP CAP	\$25.19
PD	GENERAL	AMAZON BUSINESS	UNIT 23-DIGITAL CAMERA	\$83.35
PD	GENERAL	BRICK LAW FIRM	POLICE DEPARTMENT	\$75.00
PD	GENERAL	BRICK LAW FIRM	PROSECUTIONS	\$825.00
PD	GENERAL	CHIEF SUPPLY	COLLECTION KIT	\$37.39
PD	GENERAL	DES MOINES STAMP MFG. CO.	NOTARY STAMP-LAMFERS	\$28.30
PD	GENERAL	IA NARCOTICS OFFICERS' ASSN	MEMBERSHIP	\$25.00
PD	GENERAL	JEREMY SIEPKER	REIMBURSEMENT-CELL PHONE	\$40.00
PD	GENERAL	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$459.83
PD	GENERAL	MIDWEST OFFICE TECHNOLOGY	COPIER RENTAL	\$33.00
PD	GENERAL	NELSON AUTOMOTIVE	REPAIR PARTS	\$66.76
PD	GENERAL	P & M APPAREL	VEST PATCHES	\$260.00
PD	GENERAL	TRACE KENDIG	REIMBURSEMENT-CELL PHONE	\$40.00
PD	GENERAL	WEX	FUEL	\$1,420.60
PW	GENERAL	CLARKE MOSQUITO CONTROL	MOSQUITO SPRAY	\$4,242.00
PW	GENERAL	VERIZON WIRELESS	PHONE AND DATA PLAN	\$320.28
PW	GENERAL	WEX	FUEL	\$2,069.16
STREET	GENERAL	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$3,963.12
STREET	GENERAL	MIDLAND POWER CO-OP	STREET LIGHTING	\$194.15
ROAD	ROAD	ANKENY SANITATION	TRASH SERVICE	\$395.56
ROAD	ROAD	ARNOLD MOTOR SUPPLY	VEHICLE PARTS & SUPPLIES	\$750.37
ROAD	ROAD	BRICK LAW FIRM	DEERHAVEN AND GRIMES	\$2,962.50

CLAIMS REPORT
The City of Polk City

For **3/25/2019**

DEPARTMENT	FUND	VENDOR	EXPENSE TYPE	AMOUNT
ROAD	ROAD	CENTURY LINK	PHONE SERVICE	\$103.51
ROAD	ROAD	CHR TIRE AND AUTO	DUAL BATTERY SYSTM-SNOWPLOW OP	\$962.94
ROAD	ROAD	CITY LAUNDERING	FIRST AID SUPPLIES	\$119.29
ROAD	ROAD	CONTROLLED ACCESS OF THE MIDWE	REPAIR TO SHOP GATE OPENER	\$729.65
ROAD	ROAD	ELECTRONIC ENGINEERING CO.	UNIT 215-RADIO/MOUNTING	\$509.92
ROAD	ROAD	FREEDOM FLATWORK	PHILLIPS/ADAMS EMERGENCY REPAIR	\$6,490.00
ROAD	ROAD	GNA TRUCKING LLC	TRUCKING SERVICES	\$1,050.00
ROAD	ROAD	IOWA D.O.T.	SIGN TUBING	\$243.75
ROAD	ROAD	LOGAN CONTRACTORS SUPPLY	OPERATING SUPPLIES	\$616.00
ROAD	ROAD	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$1,077.34
SEWER	SEWER	CENTURY LINK	PHONE SERVICE	\$275.07
SEWER	SEWER	FERGUSON WATERWORKS	METERS	\$5,500.99
SEWER	SEWER	FREEDOM FLATWORK	PHILLIPS/ADAMS EMERGENCY REPAIR	\$10,000.00
SEWER	SEWER	G & L CLOTHING	WORK CLOTHING	\$44.99
SEWER	SEWER	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$1,912.35
SEWER	SEWER	MIDWEST OFFICE TECHNOLOGY	COPIER RENTAL	\$44.00
SEWER	SEWER	POLK COUNTY HEATING & COOLING	PLUMBING LEAK CHECK	\$110.00
WATER	WATER	ARNOLD MOTOR SUPPLY	VEHICLE PARTS & SUPPLIES	\$319.85
WATER	WATER	CENTURY LINK	PHONE SERVICE	\$65.50
WATER	WATER	KEYSTONE LABORATORIES INC.	WATER TESTING	\$75.00
WATER	WATER	KIMBALL MIDWEST	SUPPLIES	\$303.54
WATER	WATER	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$1,819.98
WATER	WATER	TITAN MACHINERY	REPAIR ENDLOADER	\$831.93
TOTAL				\$77,445.47
		GENERAL		\$40,131.44
		ROAD USE		\$16,010.83
		SEWER		\$17,887.40
		WATER		\$3,415.80
		TOTAL		\$77,445.47



POLK CITY - A City For All Seasons -

Monthly Finance Report

February 28, 2019

City of Polk City
Cash and Investment Reconciliation
All Funds
02/28/2019

Cash Basis Fund Balances	<u>\$ 9,017,873.09</u>
Investments	\$ 4,615,670.58
Grinnell State Bank Business Checking- 0.60%	4,498,973.30
Outstanding Transactions	<u>(96,770.79)</u>
Total	<u>\$9,017,873.09</u>

Summary of Investments

Luana Savings Bank Money Market- 1.81%	\$ 1,606,484.88
Luana Savings Bank Certificate of Deposit- 1.85%	\$ 1,527,878.34
Grinnell State Bank Certificate of Deposit- 2.45%	1,036,996.56
Grinnell State Bank Business Money Market- 1.45%	444,306.80
IPAIT Investment Account	<u>4.00</u>
	\$ 4,615,670.58

City of Polk City
Cash Balance Summary
02/28/2019

Fund	Cash Balance Jan 31, 2019	Revenues	Expenditures	Cash Balance Feb 28, 2019
General Fund	\$ 3,829,070.44	\$ 172,887.42	\$ 215,835.60	\$ 3,786,122.26
Road Use Tax	114,468.33	36,957.07	29,934.29	\$ 121,491.11
Tax Increment Financing	137,027.08	1,141.25	-	\$ 138,168.33
Low Moderate Income	1,492,083.28	979.69	-	\$ 1,493,062.97
PC Comm. Lib Trust	15,847.55	-	-	\$ 15,847.55
Asset Forfeiture	257.50	-	-	\$ 257.50
Debt Service	120,030.16	1,623.79	-	\$ 121,653.95
Capital Improvements	(22,438.43)	-	650.00	\$ (23,088.43)
Capital Projects Water Project	2,238,460.40	-	-	\$ 2,238,460.40
Water Utility	529,144.48	61,143.26	53,078.02	\$ 537,209.72
Sewer Utility	554,952.40	97,979.10	64,247.77	\$ 588,683.73
Total	<u>\$ 9,008,903.19</u>	<u>\$ 372,711.58</u>	<u>\$ 363,745.68</u>	<u>\$ 9,017,873.09</u>

**City of Polk City
Revenue Summary by Fund
02/28/2019**

Fund	2014-15 Actual	2015-16 Actual	2016-17 Actual	2017-18 Actual	2018-19 Budget	As of Feb 28, 2019	Variance	Percent ⁽¹⁾
General Total	4,277,764.45	5,669,696.18	5,335,202.89	4,650,658.30	4,588,831.00	3,357,210.05	(1,231,620.95)	73%
Road Use Total	357,044.52	422,393.91	425,317.38	436,103.13	430,000.00	315,872.36	(114,127.64)	73%
TIF Total	329,248.10	361,874.17	205,235.86	300,221.00	336,600.00	181,148.91	(155,451.09)	54%
L.M.I Total	276,204.44	15,431.41	55,242.83	70,839.08	85,651.00	7,557.38	(78,093.62)	9%
PC Comm. Library Trust	-	0.00	0.00	20,000.00	0.00	0.00	-	0%
Asset Forfeiture Total	0.00	0.00	610.00	0.00	0.00	0.00	-	0%
Debt Service Total	15,545.00	271,892.45	137,160.00	136,215.00	324,408.00	170,055.52	(154,352.48)	52%
Capital Improvements Total	10,565.58	2,334,810.55	908,704.56	1,128,651.95	1,659,793.00	1,391,793.00	(268,000.00)	84%
Capital Water Project	-	0.00	0.00	60,000.00	2,961,568.00	2,961,568.80	0.80	100%
Water Total	573,693.18	611,146.22	788,088.93	954,955.00	776,000.00	735,726.87	(40,273.13)	95%
Sewer Total	2,245,617.33	639,078.61	761,007.40	870,631.50	994,500.00	889,307.26	(105,192.74)	89%
Total Of All Revenues	8,085,682.60	10,326,323.50	8,616,569.85	8,628,274.96	12,157,351.00	10,010,240.15	(2,147,110.85)	82%

(1) February is 66.6% of the fiscal year

**City of Polk City
Expenditures Report
02/28/19**

Account Title	2014-15 Actual	2015-16 Actual	2016-17 Actual	2017-18 Actual	2018-19 Budget	As of February 28, 2019	Variance	Percent (1)
Police Total	624,209.37	643,613.46	728,089.33	751,430.58	755,669.00	530,755.82	224,913.18	70.63%
Civil Defense Total	5,244.84	6,435.51	7,180.70	4,009.83	5,300.00	4,128.45	1,171.55	102.96%
Fire Total	409,535.04	465,724.29	456,504.44	479,940.15	766,369.00	579,574.43	186,794.57	120.76%
Building/Housing Total	350,502.01	327,498.79	461,270.52	423,623.74	376,892.00	296,741.31	80,150.69	70.05%
Dog Control Total	649.96	312.48	603.70	1,438.29	2,000.00	1,133.84	866.16	78.83%
Road Use Total	177,432.95	149,997.73	154,726.93	102,308.96	124,984.00	56,007.51	68,976.49	54.74%
Street Lighting Total	50,037.07	60,371.53	55,632.71	52,756.68	60,000.00	32,954.77	27,045.23	62.47%
Other Public Works (Theft)	-	16,455.60	0.00	0.00	0.00		0.00	0.00%
Env.Health Services Total	2,719.42	111.40	3,627.80	246.25	5,000.00	140.00	4,860.00	56.85%
Library Total	233,590.26	265,792.84	240,329.49	273,480.58	285,933.00	185,460.06	100,472.94	67.81%
Parks Total	235,941.09	223,617.65	316,853.97	366,446.16	496,093.00	420,536.93	75,556.07	114.76%
Community Center Total	17,270.78	12,302.68	9,948.52	10,034.75	5,400.00	7,539.47	(2,139.47)	75.13%
Economic Development Total	19,252.50	125,000.00	0.00	0.00	0.00		0.00	0.00%
Mayor Council Total	188,380.18	203,903.88	206,759.19	218,058.58	219,120.00	146,772.31	72,347.69	67.31%
Policy Administration	423,236.43	413,582.81	449,960.55	383,042.40	373,269.00	227,852.99	145,416.01	59.49%
Elections	-	1,601.70	0.00	0.00	0.00	0.00	0.00	0.00%
City Attorney Total	25,314.31	60,882.41	58,341.69	42,445.52	56,000.00	44,124.35	11,875.65	103.96%
City Hall Total	118,597.03	107,208.09	145,468.76	120,905.77	113,300.00	189,113.07	(75,813.07)	156.41%
Other City Government Total	63,850.95	60,858.86	69,790.51	195,182.76	186,700.00	119,323.24	67,376.76	61.13%
Capital Improvements	-	-	0.00	500,000.00	0.00		0.00	0.00%
Transfer Total	0	2,606,703.00	1,032,160.00	1,260,230.68	1,100,000.00	832,000.00	268,000.00	66.02%
General Total	2,945,764.19	5,751,974.71	4,397,248.81	5,185,581.68	4,932,029.00	3,674,158.55	1,257,870.45	66.16%
Road Use Total	310,082.86	347,488.01	294,350.76	674,279.15	477,852.00	341,798.96	136,053.04	71.53%
TIF Total	330,884.71	359,125.48	206,347.94	243,221.00	336,600.00	103,028.69	233,571.31	30.61%
L.M.I Total	43,078.03	6,745.00	0.00	7,294.00	36,000.00	27,512.00	8,488.00	76.42%
PC Comm. Lib Trust Fund Total					8,500.00	4,152.45	4,347.55	48.85%
Asset Forfeiture Total	0.00	0.00	152.50	0.00	0.00	200.00	-200.00	0.00%
Debt Service Total	150,042.45	137,395.00	137,160.00	136,215.00	320,854.00	48,401.57	272,452.43	15.09%
Capital Improvements Total	941,446.57	1,450,384.16	945,265.38	1,129,054.79	1,654,793.00	1,414,881.43	239,911.57	85.50%
Capital Water Project Total					805,000.00	783,108.40	21,891.60	97.28%
Water Total	535,075.87	676,504.07	611,971.91	919,479.44	723,854.00	492,388.66	231,465.34	68.02%
Sewer Total	2,245,810.25	614,973.35	514,735.07	619,795.77	1,177,601.00	977,045.71	200,555.29	82.97%
Total Of All Expenses	7,502,184.93	9,344,589.78	7,107,232.37	8,914,920.83	10,473,083.00	7,866,676.42	2,606,406.58	75.11%

(1) February is 66.6% of the fiscal year

City of Polk City
Summary of Funds for Fiscal Year
02/28/19

	Revenues	Expenses	Net Difference (R-E)	Note
General Total	\$3,357,210.05	\$3,674,158.55	(\$316,948.50)	
Road Use Total	\$315,872.36	\$341,798.96	(\$25,926.60)	
TIF Total	\$181,148.91	\$103,028.69	\$78,120.22	
L.M.I Total	\$7,557.38	\$27,512.00	(\$19,954.62)	
PC Library Trust Fund Total	\$0.00	\$4,152.45	(\$4,152.45)	
Asset Forfeiture Total	\$0.00	\$200.00	(\$200.00)	
Debt Service Total	\$170,055.52	\$48,401.57	\$121,653.95	
Capital Improvements Total	\$1,391,793.00	\$1,414,881.43	(\$23,088.43)	
Capital Water Project Total	\$2,961,568.80	\$783,108.40	\$2,178,460.40	
Water Total	\$735,726.87	\$492,388.66	\$243,338.21	
Sewer Total	\$889,307.26	\$977,045.71	(\$87,738.45)	
Total	<u>\$10,010,240.15</u>	<u>\$7,866,676.42</u>	<u>\$2,143,563.73</u>	

Applicant License Application (BW0095101)

Name of Applicant: <u>MAXIMUM PIZZA, LLC</u>		
Name of Business (DBA): <u>Papas Pizzeria</u>		
Address of Premises: <u>214 W Van Dorn St</u>		
City <u>Polk City</u>	County: <u>Polk</u>	Zip: <u>50226</u>
Business	<u>(515) 984-6361</u>	
Mailing	<u>711 SE 6th St</u>	
City <u>Grimes</u>	State <u>IA</u>	Zip: <u>50111</u>

Contact Person

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

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

Term:12 months

Effective Date: 05/28/2019

Expiration Date: 05/27/2020

Privileges:

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

Sunday Sales

Status of Business

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

Ownership

Shawn Comer

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

Sandi Comer

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

Insurance Company Information

Insurance Company: <u>Grinnell Mutual</u>
--

Policy Effective Date:

Policy Expiration

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

RESOLUTION NO. 2019-20

**A RESOLUTION APPROVING THE PLANNED UNIT DEVELOPMENT (P.U.D.)
MASTER PLAN FOR BRIDGEVIEW PLAT 2**

WHEREAS, the City Council of the City of Polk City, Iowa approved rezoning of the subject property to a Planned Unit Development (P.U.D.) in 1986 including approval of Lakeview Acres Plat 3 P.U.D.; and

WHEREAS, the City Council of the City of Polk City, Iowa approved an amended preliminary development plan for Lakeside Development – Phase 1 on August 28, 2006 which covered only a part of the parcel and voided the previous Lakeview Acres P.U.D. resulting in the need for a new P.U.D. Master Plan; and

WHEREAS, Bridgeview Plat 1 was preliminary platted in 2014 and Diligent Development and Knapp properties created a collaborative development concept for the alignment and connectivity of the streets constructed therein; and

WHEREAS, All Points Development L.C. submitted a new P.U.D. Master Plan in compliance with the requirement that a new P.U.D. Master Plan would be required for Phase 2 area prior to approval of a Preliminary Plat; and

WHEREAS, on March 26, 2018 the City Council of the City of Polk City, Iowa adopted a new Tree Ordinance and this new Master Plan will adhere to the provisions in said Ordinance; and

WHEREAS, P.U.D. Master Plan for Bridgeview Plat 2 is legally described as follows:

A PARCEL OF LAND IN PARTS OF LOTS 17, 18, 19, 42, 43, AND 44 OF THE OFFICIAL PLAT OF THE NORTH HALF OF SECTION 2, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5th P.M., RECORDED IN BOOK B, PAGE 380, CITY OF POLK CITY, POLK COUNTY, IOWA, THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 2; THENCE N88°50'51"W, 664.52 FEET ALONG THE NORTH LINE OF BRIDGEVIEW PLAT 1, AN OFFICIAL PLAT RECORDED IN BOOK 15683, PAGE 621 TO THE NORTHWEST CORNER OF SAID BRIDGEVIEW PLAT 1; THENCE N00°12'08"E, 799.85 FEET TO A POINT; THENCE N73°42'53"E, 397.35 FEET TO A POINT; THENCE N47°20'27"E, 382.64 FEET TO A POINT; THENCE N13°46'24"E, 104.32 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF PARKER BOULEVARD; THENCE SOUTHERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1,392.40 FEET AND A CHORD BEARING OF S17°23'34"E, AN ARC LENGTH OF 778.85 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT OF TANGENCY; THENCE S01°22'06"E, 282.34 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2904.79 FEET AND A CHORD BEARING OF S02°48'19"E, AN ARC LENGTH OF 145.71 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT OF TANGENCY; THENCE S04°14'33"E, 129.22 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO THE NORTHEAST CORNER OF SAID BRIDGEVIEW PLAT 1; THENCE N88°58'38"W, 279.34 FEET ALONG THE NORTH LINE OF SAID BRIDGEVIEW PLAT 1 TO THE POINT OF BEGINNING AND CONTAINING 20.65 ACRES MORE OR LESS.

WHEREAS, on March 18, 2019, the Polk City Planning and Zoning Commission met and recommended approval of the P.U.D. Master Plan; and

WHEREAS, the City Engineer has reviewed the P.U.D. Master Plan and recommends approval; and

WHEREAS, the development of the property shall be in substantial conformance with the Bridgeview Pat 2 P.U.D. Master Plan attached hereto by reference; 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 City Engineer and deems it appropriate to approve the Planned Unit Development Master Plan for Bridgeview Plat 2.

PASSED AND APPROVED the 25th day of March 2019.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk



Civil Engineering Consultants, Inc.

transmittal VIA: DELIVERED

DATE: March 13, 2019

TO: Jenny Gibbons, Becky Leonard
City of Polk City, Iowa

FROM: Jerry Oliver

RE: Bridgeview Plat 2, PUD Master Plan

ENCLOSURES: 12 copies of the revised Bridgeview Plat 2 PUD Master Plan for the Planning and Zoning meeting on Monday March 18th.

REMARKS: Please let us know if you have questions or comments. Thank you.

COPIES TO: Tom Wittman, Aimee Staudt, Stuart Ruddy, Kathleen Connor,
Paul Clausen

JOB NUMBER: E-8072

**FUD MASTER PLAN
BRIDGEVIEW PLAT 2
POLK CITY, IOWA**

PROPERTY OWNER:
ALL POINTS DEVELOPMENT, L.C.
KNAFF PROPERTIES
5000 WESTOWN PARKWAY SUITE 400
WEST DES MOINES, IA 50266-5421

LEGAL DESCRIPTION
A PARCEL OF LAND IN PARTS OF LOTS 17, 18, 19, 42, 43, AND 44 OF THE OFFICIAL PLAT OF THE NORTH HALF OF SECTION 2, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 9th P.M., RECORDED IN BOOK B, PAGE 380, CITY OF POLK CITY, POLK COUNTY, IOWA, THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 2; THENCE N88°50'51"W, 664.52 FEET ALONG THE NORTH LINE OF BRIDGEVIEW PLAT 1, AN OFFICIAL PLAT RECORDED IN BOOK 15683, PAGE 621 TO THE NORTHWEST CORNER OF SAID BRIDGEVIEW PLAT 1; THENCE N00°12'08"E, 179.85 FEET TO A POINT; THENCE N19°42'59"E, 341.55 FEET TO A POINT; THENCE N41°20'22"E, 382.64 FEET TO A POINT; THENCE N59°48'24"E, 104.92 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF PARKER BOULEVARD; THENCE SOUTHERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1342.40 FEET AND A CHORD BEARING OF S11°23'54"E, AN ARC LENGTH OF 710.65 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT OF TANGENCY; THENCE S01°22'06"E, 282.54 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2404.74 FEET AND A CHORD BEARING OF S02°48'19"E, AN ARC LENGTH OF 145.71 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT OF TANGENCY; THENCE S04°14'39"E, 124.22 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO THE NORTHEAST CORNER OF SAID BRIDGEVIEW PLAT 1; THENCE N88°50'51"W, 278.54 FEET ALONG THE NORTH LINE OF SAID BRIDGEVIEW PLAT 1 TO THE POINT OF BEGINNING AND CONTAINING 20.65 ACRES MORE OR LESS.

LAND USE
SINGLE FAMILY RESIDENTIAL DEVELOPMENT
MINIMUM LOT AREA = 8,000 SQ. FT.
MINIMUM LOT WIDTH = 65 FEET
MINIMUM FRONT YARD SETBACK = 30 FEET
MINIMUM REAR YARD SETBACK = 35 FEET
MINIMUM SIDE YARD SETBACK = 9 FEET
MAXIMUM NUMBER OF LOTS = 55 LOTS
MAXIMUM DENSITY = 2.6 DU. / ACRE
MAXIMUM HEIGHT = 2-1/2 STORIES

UTILITIES
PUBLIC SANITARY SEWER, WATER MAINS, AND STORM SEWER.

STREETS
PUBLIC 26' BVS ALL STREETS.

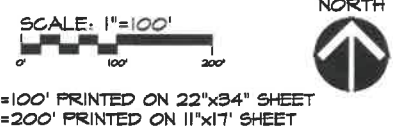
DEVELOPMENT SCHEDULE
FUD APPROVAL - FEBRUARY 2019
PRELIMINARY PLAT APPROVAL - APRIL 2019
CONSTRUCTION PLAN APPROVAL - JUNE 2019
CONSTRUCTION - SUMMER/FALL 2019
FINAL PLAT APPROVAL - OCTOBER 2019

PHASING
THIS PROJECT MAY BE DIVIDED INTO TWO PHASES.

NOTES:
1. PARK LAND DEDICATION WILL BE SATISFIED BY A COMBINATION OF OUTLOT 'Z' DEDICATION, CONSTRUCTION OF THE 8.0 FOOT WIDE TRAIL, AND ADDITIONAL LAND AND/OR CASH PAYMENT.

CURVE DATA

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CH. BEARING
C1	2°52'21"	2404.74'	145.71' M. & P.	72.87'	145.70'	S02°48'19"E
C2	32°02'55"	1342.40'	710.65' M. & P.	344.91'	766.73'	S11°23'54"E



1"=100' PRINTED ON 22"x34" SHEET
1"=200' PRINTED ON 11"x17" SHEET

Civil Engineering Consultants, Inc.
2400 86th Street - Unit 12 - Des Moines, Iowa 50322
515.276.4884 - Fax: 515.276.7084 - mat@cecinc.com

CEC

DATE:	REVISIONS	COMMENTS
DECEMBER 18, 2018	1	01-16-2019
	2	02-28-2019
	3	08-18-2019

DATE OF SURVEY: DEC. 2018
DESIGNED BY: JFD
DRAWN BY: MEH

ALL POINTS DEVELOPMENT, L.C.
POLK CITY, IOWA

FUD AMEDMENT - BRIDGEVIEW PLAT 2

SHEET
OF 1

E-6072

PLAT, & 1/4 SECTION 2, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 9th P.M., RECORDED IN BOOK B, PAGE 380, CITY OF POLK CITY, POLK COUNTY, IOWA. THIS PROJECT MAY BE DIVIDED INTO TWO PHASES.

P.U.D. MASTER PLAN

Date: March 13, 2019
Project: Bridgeview Plat 2

GENERAL INFORMATION:

Applicant: All Points Development LC
Total Parcel Size: 20.65 acres
Current Zoning: P.U.D.
Existing Land Use: Ag, Vacant
Future Land Use: Low Density Residential
Proposed Land Use: Up to 53 Single-Family lots
Density: 2.6 dwellings/acre



BACKGROUND:

The subject property was rezoned to Planned Unit Development (P.U.D.) in 1986. At that time, the rezoning included approval of Lakeview Acres Plat 3 PUD site sketch plan. This PUD plan covered all of the applicant's property on both the east and west side of Parker Blvd, then called Jefferson Avenue. The subject area, on the west side of Parker Blvd, included showed a total of 62 dwelling units, comprised of three 8-plex townhome buildings (24 units) and 38 single family lots. The plan included one looped street to serve the single family lots, but was unclear as to how resident parking, visitor parking, access or detention would be addressed for the townhome units.

An Amended Preliminary Development Plan for Lakeside Development – Phase 1 was approved by City Council on August 28, 2006. While this Phase 1 plan covered only the area located on the east side of Parker Blvd, Resolution 2006-73 voided the entire 1986 Lakeview Acres Plat 2 PUD site sketch plan including Phase 2 on the west side of Parker Blvd. At that time, the developer was aware that a new PUD Master Plan would be required for the Phase 2 area prior to approval of a Preliminary Plat.

In 2014, at the time Bridgeview Plat 1 was preliminary platted, Diligent Development worked with Knapp Properties regarding street alignment and access on both plats. The attached development concept was the result of this collaborative effort. While this concept plan was not formally approved, it provided the basis for the alignment and connectivity of the streets constructed with Bridgeview Plat 1. This concept plan shows 53 single family lots within the subject area on All Points Development's property, along with two thru-streets and two cul-de-sacs.

On March 26, 2018, City Council adopted a new Tree Ordinance. This Ordinance includes consideration of the following provisions:

- A. Whether an excessive or unnecessary number of existing trees are to be removed, taking into consideration the city's goal of preserving existing trees and any reasonable alternatives available to the developer. *[The new Master Plan significantly reduces the number of trees that will need to be removed for street and utility construction compared to prior plans. In addition, the larger lots provide opportunity for tree preservation in the deeper rear yards.]*
- B. Whether the applicant has provided for the replacement of existing trees to be removed, at other locations on the property. *[Trees will be need to be planted within the 15' Parkway Easement along Parker Blvd. In addition, each homebuilder will be required to plant one overstory tree in the front yard of each home prior to a Certificate of Occupancy.]*
- C. Whether the landscaping provides a visual buffer, where necessary, from the surrounding property including headlight screening for streets. *[Existing trees can be saved along the perimeter of the plat and new trees will need to be planted in the Parkway Easement].*
- D. Whether the streets, sidewalks and lots are laid out in a manner to preserve existing trees, where feasible, and whether the applicant has provided for fencing off or protecting trees during construction, to the extent feasible. *[Sidewalks will be located within the public right-of-way and a trail connection will be made to the Neal Smith Trail. Snow fence will be required on the construction drawings for protection of existing trees.]*
- E. Whether parkways are designed in accordance with the Comprehensive Plan. *[A 15' Parkway Easement is shown and trees will need to be planted within this easement.]*

P.U.D. MASTER PLAN:

A P.U.D. Master Plan was presented to P&Z at their January 21st meeting, but the motion for approval failed to pass. Concerns expressed by the Commission include concern regarding the location of the Pelican Drive and Parker Blvd. intersection and that the trail connection ended at the sidewalk instead of the street. The Commission also encouraged the developer to talk to the neighbors regarding a buffer along the south side of the development.

The developer agreed to relocate the storm sewer to the south side of Lot 35, rather than running along the south property line, in order to save trees. After meeting with the neighbors, the developer is now willing to plat the south fifty feet, between Bridgeview Street and Pelican Drive, into seven outlots. We understand the property owners have agreed to purchase these outlots from the developer. These outlots will individually be tied to the adjoining lot at the time of final platting.

Justin Jackson, Polk City's traffic engineer, has reviewed the proposed location of the Pelican Drive/Parker Boulevard intersection. Per the attached Memo, the proposed intersection meets access spacing requirements per SUDAS. The trail connection has been revised per P&Z direction.

The developer requesting approval of a revised P.U.D. Master Plan for up to 53 single-family lots. As previously mentioned, the lot layout has changed somewhat from the 2014 concept in consideration of saving trees while maintaining street connectivity. This plan includes less street pavement, providing the opportunity for larger, deeper lots while saving trees. Each lot will be at least 8,000 sf in size and 65 feet wide. Front yard setbacks are proposed to be 30' deep which will provide the opportunity to save additional trees in rear yards.

The park land dedication for this development will be equivalent to 1.14 acres, based on 50 lots. This requirement will be fulfilled through dedication of Lot 'C' and paving of an 8' wide recreational trail that connects this subdivision to the Neal Smith Trail. The remainder, if any, will be addressed via the Development Agreement for Big Creek Technology Campus Phase 2.

The plan includes trees within the 15' Parkway Easement along Parker Blvd. Trees will be selected from Polk City's approved tree list, other than Maples and Willows due to proximity of the sanitary sewer, and should include a diversification of species. The property owners will be responsible for maintaining these parkway trees.

The 35' buffer easement adjacent to USACE property will include tree preservation in the document. The developer may also want to consider including tree preservation, particularly on the rear deep lots, in the covenants for the property.

The distance along Parker Boulevard, between Pelican Drive and Edgewater Drive (in Bridgeview Plat 1) is approximately 1,480 feet. This exceeds the maximum block length of 1,300 feet per the Subdivision Regulations, however this requirement can be modified by a P.U.D. Master Plan. Given the potential for saving trees by eliminating the Phillips Street connection and since the additional block length is relatively minor, staff believes this a reasonable trade-off.

A detention basin will be located on Lot 18 to control runoff velocity and mitigate erosion. Tree removal should be kept to a minimum for these facilities.

Building setbacks for rear yards will be increased to exclude areas outside coverage radii as buildable for principal structure, per Polk City Fire Code.

COMMENTS:

Pursuant to our review of the revised P.U.D. Master Plan received 3/12/19, we believe P&Z's concerns and staff's review comments have been addressed.

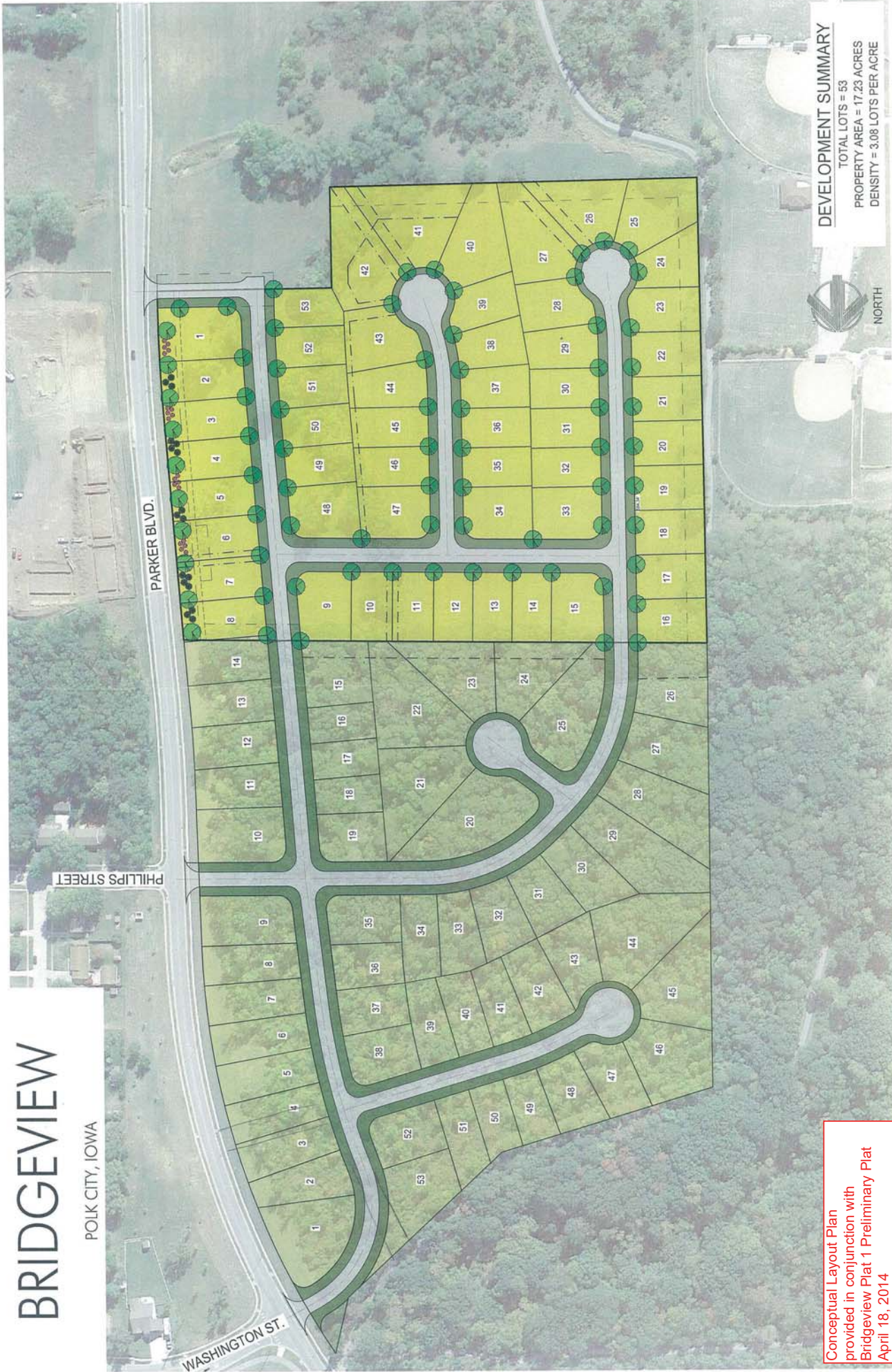
RECOMMENDATION:

Staff recommends approval of the PUD Master Plan for Bridgeview Plat 2, subject to the following:

1. P&Z recommendations, if any, shall be addressed prior to this items being included on the City Council agenda.
2. Payment of all professional billings to the City Clerk.

BRIDGEVIEW

POLK CITY, IOWA



DEVELOPMENT SUMMARY
TOTAL LOTS = 53
PROPERTY AREA = 17.23 ACRES
DENSITY = 3.08 LOTS PER ACRE



Conceptual Layout Plan
provided in conjunction with
Bridgeview Plat 1 Preliminary Plat
April 18, 2014

Memorandum

To: Planning and Zoning

Date: 02/08/2019

From: Justin Jackson, P.E.

CC: Kathleen Connor

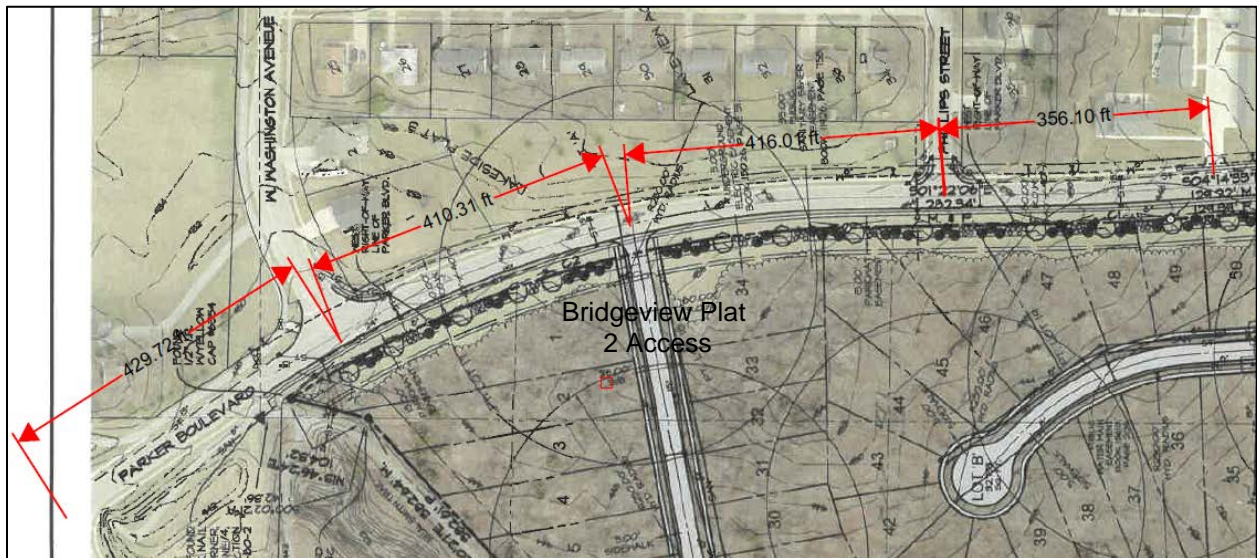
RE: Bridgeview Plat 2 Parker Blvd Access

Civil Engineering Consultants, Inc. submitted the Bridgeview Plat 2 master plan on January 16, 2019. The master plan was reviewed for the development’s access onto Parker Boulevard in regards to location and spacing from existing street connections onto Parker Boulevard. The 2019 Iowa Statewide Urban Design and Specifications (SUDAS) was used as reference guidance for compliance of intersection spacing. Chapter 5C-2 of SUDAS provides intersection alignment and spacing guidance as shown below.

2. Intersection Alignment: The centerline of a street approaching another street from the opposite side should not be offset. If the offset cannot be avoided, the offset should be 150 feet or greater for local streets. The centerline of a local street approaching an arterial or collector street from opposite side should not be offset unless such offset is 300 feet or greater.

Source: SUDAS Design Manual, 5C-2

The figure below shows the distances between existing local streets and the Bridgeview’s proposed access along Parker Boulevard. The spacing of the proposed access into Bridgeview Plat 2 has sufficient distance to adjacent existing intersections. The proposed location of the Bridgeview Plat 2 access should not have any significant negative impact to traffic flow along Parker Boulevard based on projected development traffic volume generation.



Parker Boulevard Intersection Spacing

RESOLUTION NO. 2019-14

A RESOLUTION APPROVING A SERVICES AGREEMENT WITH KELTEK, INC. FOR A FLEET AS A SERVICE CONTRACT AND HARDWARE AS A SERVICE

WHEREAS, the Polk City, Iowa, Police Department requires an additional vehicle; and

WHEREAS, the Police Department has experience working with KELTEK, Inc. from Baxter Iowa and recommends them for this contract that would include a vehicle lease, the cost of products and labor for modifications of said vehicle, the cost for Upfit service and support, and regular vehicle diagnostic; and

WHEREAS, a 48-month lease agreement contract is necessary for KELTEK, Inc. to acquire vehicle and provide modifications, Upfit and service and support; and

WHEREAS, the Vehicle-as-a-Service agreement calls for four (4) annual payments of \$10,982.83 July 1st of 2019-2022; and

WHEREAS, the Hardware-as-a-Service agreement calls for 4 annual payments of \$6,251.31.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa hereby approves the Services Agreement with KELTEK, Inc. for 48 months not to exceed the amount of \$64,685.28.

PASSED AND APPROVED the 25th day March 2019.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk



Haas AGREEMENT

Hardware-as-a-Service *Preliminary Contract v1.0*

AGREEMENT NO.: **190220**

CUSTOMER

Full Legal Name: *Polk City Police Department*

Address: *309 Van Dorn Street, Polk City, Iowa 50226*

EQUIPMENT & PAYMENT

Type, Make, Model, Number, Serial Number, Included Accessories

1, CF-54J2-05VM	CF-54 Premium i5-7300,14"FH	1, C-PM-109	Printer Mount for Charger	1, ARB-WV-VC31-C	Panasonic Arbitrator 360 HD
1, 7170-0250	Gamber Toughbook CF-54	1, 4910LR-152-LTRK	Ltron Next Generation Imaging	1, ARB-256SSD	Additional Arbitrator MK3 SSD
1, CF-VEB541AU	Panasonic Desktop Port	1, 1103981	Sierra Wireless AirLink MG90	1, ARB-M90-KIT	Wireless Mic and
1, C-MD-119	11" Slide Out Locking Swing	1, AP-CCWWWG-	AP-CCWWWG-Q-S222222-	1, ARB-APWWQS22RPBL	Panasonic Double WiFi Antenna
1, C-HDM-214	8.5" Side Mount Heavy Duty	1, 6001030	Sierra Wireless AirLink MG90	1, ARB-BWC3PAIRDCK	BWC 3 In-Vehicle Pairing Dock
1, PJ722	Brother Pocketjet Thermal	1, ARB-KIT-HD	Arbitrator Mk3, HD Camera		

Equipment Location: *Officer vehicle(s), department and general use*

Term in Years: *4*

Years 2 - 3 Annual Payment Amount: *\$6,251.32* (est. Jul 01)

Deposit: *\$6,251.32* (est. Jul 01)

CONTRACT

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

CUSTOMER AUTHORIZATION

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

(As Stated Above) *Polk City PD*

X

Customer

Signature

Print Name & Title

Date

OWNER ("WE", "US", "OUR")

(Your Name Here) *KELTEK Inc.*

Owner Rep

Signature

Print Name & Title

Date

UNCONDITIONAL GUARANTY

THE UNDERSIGNED, JOINTLY AND SEVERALLY IF MORE THAN ONE, UNCONDITIONALLY GUARANTEE(S) THAT THE CUSTOMER WILL TIMELY PERFORM ALL OBLIGATIONS UNDER THE AGREEMENT. THE UNDERSIGNED ALSO WAIVE(S) ANY NOTIFICATION IF THE CUSTOMER IS IN DEFAULT AND CONSENT(S) TO ANY EXTENSIONS OR MODIFICATIONS GRANTED TO THE CUSTOMER. IN THE EVENT OF DEFAULT, THE UNDERSIGNED WILL IMMEDIATELY PAY ALL SUMS DUE UNDER THE TERMS OF THE AGREEMENT WITHOUT REQUIRING US OR OUR ASSIGNEE TO PROCEED AGAINST CUSTOMER OR ANY OTHER PARTY OR EXERCISE ANY RIGHTS IN THE EQUIPMENT. THE UNDERSIGNED, AS TO THIS GUARANTY, AGREE(S) TO THE DESIGNATED FORUM AND CONSENT(S) TO PERSONAL JURISDICTION, VENUE, AND CHOICE OF LAW AS STATED IN THE AGREEMENT, AGREE(S) TO PAY ALL COSTS AND EXPENSES, INCLUDING ATTORNEY FEES, INCURRED BY US OR OUR ASSIGNEE RELATED TO THIS GUARANTY AND THE AGREEMENT, WAIVE(S) A JURY TRIAL AND TRANSFER OF VENUE, AND AUTHORIZE(S) OBTAINING CREDIT REPORTS.

Signature: **X**

Individual:

Date:

Signature: **X**

Individual:

Date:



ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to now provide you the equipment referenced herein ("Equipment") and you agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a one-time origination fee of \$89.50. If any amount payable to us is not paid when due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less. Any security deposit will be returned upon full performance.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only and not modify or move it from its initial location without our consent. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment.

SERVICES/SUPPLIES. If we have entered into a separate arrangement with you for maintenance, service, supplies, etc. with respect to the Equipment, payments under this Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience. You agree that you will look solely to us for performance under any such arrangement and for the delivery of any applicable supplies.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

ASSIGNMENT. You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify us and our assignee, if applicable, against any claims, losses, or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential or indirect damages.

INSURANCE. You agree to maintain commercial general liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

TAXES. We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless a) you provide us written notice, at least 60 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

DEFAULT/REMEDIES. If a payment becomes 10+ days past due, or if you otherwise breach this Agreement, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, discounted at 3% per annum; and we may disable or repossess the Equipment and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees) we incur in any dispute with you related to this Agreement. You agree to pay us 1.5% interest per month on all past due amounts.

UCC. If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, and signature date. All other modifications to the Agreement must be in writing signed by each party.



F a a S A G R E E M E N T

Fleet-as-a-Service *Preliminary Contract v2.0*

AGREEMENT NO.: **190219**

FLEET - AS - A - SERVICE AGREEMENT

This Fleet-as-a-Service Agreement (this "Agreement") is entered into this day, _____, 2018 (the "Effective Date") by & between Polk City Police Department ("Lessee"), of 309 Van Dorn Street, Polk City, Iowa 50226 & *KELTEK Incorporated* ("Lessor"), of 205 N. High Street, Baxter, Iowa 50028, organized & existing under the laws of the State of Iowa. The following terms & conditions shall apply for the length of the lease:

RECITALS

WHEREAS, this Agreement is a Fleet-as-a-Service ("FaaS") contract;

WHEREAS, a FaaS contract includes a vehicle lease, the cost of products & labor for the vehicle modifications by *KELTEK Inc.*, the product cost for the Upfit procured by *KELTEK Inc.*, service & support of the Upfit performed by *KELTEK Inc.*, & regular vehicle diagnostic reporting performed by *KELTEK Inc.*;

WHEREAS, the Lessor is the registered owner of the Vehicle;

WHEREAS, the Lessor desires to lease the Vehicle to the Lessee on such terms & conditions set forth in this Agreement & the Lessee to lease the Vehicle from the Lessor on said terms & conditions;

WHEREAS, the Lessor desires to lease the product & labor to install the product (the "Upfit"), to prepare the Vehicle for Law Enforcement duty, as specified by Lessee, to the Lessee on such terms & conditions set forth in this Agreement & the Lessee desires to lease the Vehicle from the Lessor on said terms & conditions;

WHEREAS, the Lessor desires to provide support & services for the Upfit & the Lessee desires Lessor to provide such support & services for the Upfit;

WHEREAS, the Lessor desires to provide certain Vehicle diagnostic reporting to the Lessee & the Lessee desires to have Lessor provide it with such Vehicle diagnostic reporting; &

WHEREAS, this Agreement shall be treated as a true lease for federal & applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicle;

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. LEASE TERM Lessee agrees to lease from Lessor, & Lessor agrees to lease to Lessee the Vehicle described in Section 2 for a period of 48 MONTHS from the Effective Date (the "Term").

(Continued on next page)



F a a S A G R E E M E N T

Fleet-as-a-Service *Preliminary Contract v2.0*

AGREEMENT NO.: **190219**

2. DESCRIPTION OF LEASED VEHICLE

The following vehicle (the "Vehicle") is the subject of this Agreement:

VEHICLE TYPE:	<u>USED</u>
COLOR:	<u>BLACK</u>
YEAR:	<u>2019</u>
MAKE:	<u>DODGE</u>
MODEL:	<u>DURANGO</u>
BODY STYLE:	<u>PURSUIT SPORT UTILITY</u>
VIN:	<u>(Amend Upon Execution)</u>
MILEAGE:	<u>(Amend Upon Execution)</u>
LICENSE PLATE:	<u>(Amend Upon Execution)</u>
INTENDED VEHICLE PURPOSE:	<u>Law enforcement, departmental use, business use.</u>
UPFIT OPTIONS:	<u>This contract is void without attached KELTEK Quote EXHIBIT A, attached and dated _____, 2018.</u>

3. UPFIT EQUIPMENT/SERVICES The leased Vehicle shall be equipped with Lessor's upfit package as described on Exhibit A. Lessor shall also provide Lessee with the upfit services described on Exhibit A.

4. AMOUNT DUE AT LEASE SIGNING Lessor & Lessee agree that the following amounts shall be due & payable by Lessee to Lessor during the Term (the "Payment Schedule"):

FIRST PAYMENT (July 1, 2019 estimated)	<u>\$ 10,982.83</u>
THIRD PAYMENT (July 1, 2020)	<u>\$ 10,982.83</u>
FOURTH PAYMENT (July 1, 2021)	<u>\$ 10,982.83</u>
FIFTH PAYMENT (June 1, 2022)	<u>\$ 10,982.83</u>
SIXTH PAYMENT (June 1, 2023)	<u>\$ 2,000.00</u>

5. FORM OF PAYMENT The payments are to be made according to Payment Schedule set forth in Section 4. Payments may be made by corporate/department check, cashier's check, money order, certified check, cash, or by credit card. If Lessee chooses to pay by credit card Lessee will be charged a 2.9% processing fee on the amount of such payment. Payments are to be paid to the Lessor at the address listed above. A late payment fee of \$250.00 will be charged on all payments that are paid after the due date.

(Continued on next page)



F a a S A G R E E M E N T

Fleet-as-a-Service *Preliminary Contract v2.0*

AGREEMENT NO.: **190219**

6. PURCHASE OPTION AT THE END OF THE LEASE TERM

At the end of the Term, Lessee shall have the option to purchase the Vehicle for \$ 26,368.70 (the "Option Amount"). If Lessee exercises the option to purchase the Vehicle pursuant to this Section 7, Lessor shall give Lessee credit for the fifth payment of \$ 2,000.00 due on or about June 1, 2023.

7. MILEAGE PERMITTED Lessee will be permitted to drive the Vehicle for a maximum of **21,000 miles** per year (84,000 miles during the Term of the Agreement) (the "Allotted Amount"). At the end of the Term, Lessee will be charged & shall pay to Lessor \$0.20 per mile for all miles driven over Allotted Amount.

8. INSURANCE Lessee shall maintain Commercial Auto Liability Insurance, or the equivalent, which shall include coverage for bodily injury, property damage, collision & comprehensive insurance, with a limit of not less than \$1,000,000. Any such insurance policy shall name Lessor as an additional insured. In the event the Lessee shall fail to pay for or provide any insurance specified in this Section 9, Lessor at its option may pay for or provide such insurance & add the cost of such insurance to the installment payments due hereunder. Lessee will promptly notify Lessor of any accident or incident that may result in an insurance claim. Notwithstanding insurance coverage, Lessee shall hold harmless & indemnify Lessor from any claims for damages resulting from Lessee's use of the Vehicle.

9. LICENSE; REGISTRATION, TAXES & FEES The Vehicle subject to this Agreement shall bear a license plate provided by Lessee. The Vehicle shall be titled in Lessor's name at all times. Lessee shall pay all annual registrations & licensing fees related to the Vehicle during the Term.

10. MOBILE ROUTER SIM CARD Lessee shall procure a data-only government priority SIM card & arrange to activate & license the SIM card for the duration of the Term, for the installed Sierra Wireless MG90. The SIM card's service provider shall be FirstNet, U.S. Cellular &/or Verizon. The SIM card & service plan shall remain active for the Term. The Lessee shall not change SIM card carriers without the prior written consent of Lessor.

11. COSTS, EXPENSES, FEES & CHARGES Lessee agrees to pay all fines, tickets, or penalties incurred in connection with the operation of the Vehicle during the Term.

12. INSPECTION Lessor has or has had an inspection performed on the Vehicle prior to delivery of the Vehicle to Lessee, a copy of which has been provided to Lessee. Lessee acknowledges that the Vehicle has been inspected & the Lessee accepts the Vehicle as being in good condition, not including manufacturer's defects.

(Continued on next page)



F a a S A G R E E M E N T

Fleet-as-a-Service *Preliminary Contract* v2.0

AGREEMENT NO.: **190219**

13. MAINTENANCE Lessee shall at all times, & at Lessee's expense, keep the Vehicle in good working order, condition & repair, reasonable wear & tear excepted, in accordance with all manufacturers & warranty requirements (such manufacturer & warranty requirements are set forth on Exhibit B). The amounts due hereunder shall not be prorated or abated while the Vehicle is being serviced, repaired, or if the Vehicle is damaged or destroyed. Lessee also agrees to comply with the Lessor's requirements of maintenance of the Vehicle as set forth on Exhibit B. All repair & maintenance work shall be performed at a certified Dodge service center. Lessee shall keep the Vehicle free from encumbrances, fines, liens, claims & expenses resulting from the maintenance & use of the vehicle.

14. EXCESSIVE WEAR & USE Lessee may be charged for excessive wear based on Lessor's specifications & generally accepted standards for normal use. Excessive wear & tear shall be determined by Lessor in Lessor's sole discretion & shall include, but is not limited to: damaged glass, damaged body panels, lights, fenders, paint, dysfunctional accessories, extremely worn tire tread, any damage to the interior, damage to the vehicle's Upfit products, & any mechanical damage that interferes with the safe & lawful operation of the Vehicle.

15. ACCEPTABLE DRIVERS, & LIMITATIONS Lessee shall not allow the Vehicle to be operated by drivers without an appropriate license or those restricted under an insurance policy. Lessee agrees that it will not permit the Vehicle to be located in a state other than the state in which Vehicle is then titled for any continuous period of time that would require such vehicle to become subject to titling &/or registration laws of such other state. Using the Vehicle on trips of less than sixty (60) days within continental North America is permitted. Any exceptions can only be made upon Lessor's prior written consent.

16. MODIFICATIONS TO THE VEHICLE Any modifications or cosmetic additions to the Vehicle are not permitted without the Lessor's prior written consent. Any modifications or changes to the Upfit of the Vehicle must be approved by the Lessor prior to performing the work. All product required for Lessor-approved modifications to the Vehicle Upfit must be procured by Lessor. Exterior vinyl treatment of the Vehicle is allowed by a vinyl installer approved by the Lessor.

17. EARLY TERMINATION This Agreement may not be terminated prior to the end of the Term.

18. END OF TERM/EARLY TERMINATION LIABILITY At the end of the Term if Lessee does not elect to purchase the Vehicle pursuant to Section 6, Lessee shall be responsible for paying Lessor for any excessive wear & use as determined by Lessor. If this Agreement is terminated prior to the end of the Term, all unpaid amounts described in Section 4 shall be immediately due & payable plus any amount due for any excessive wear & use as determined by Lessor.

19. VEHICLE RETURN If Lessee does not exercise its right to purchase the Vehicle pursuant to Section 6, at the end of the Term the Vehicle shall be returned to the Lessor within 30 days of Term expiration. Upon return of the Vehicle, Lessor shall perform or shall cause to be performed an inspection of the Vehicle to determine if there has been excess wear & tear.

(Continued on next page)



F a a S A G R E E M E N T

Fleet-as-a-Service *Preliminary Contract v2.0*

AGREEMENT NO.: **190219**

19. VEHICLE RETURN *(Continued from previous)* Lessor shall provide Lessee with a copy of the inspection & an itemized list of all amounts owed relating to excess wear & tear within 30 days of Lessee's return of the Vehicle. Lessee shall have 10 days from receipt of the inspection & the itemized list to dispute any amount listed therein. If Lessee fails to dispute any amounts listed in the itemized list within 10 days of receiving such list Lessee shall be deemed to have accepted such amounts, & will be invoiced for the amounts, to be paid within 30 days of receipt.

20. EVENT OF DEFAULT Time is of the essence of this Agreement. Lessor, at Lessor's option, may declare this Agreement in default, by written notice to Lessee on the happening of any of the following:

- a. Default by Lessee in payment or performance of any of its obligations under this Agreement;
- b. Voluntary assignment of Lessee's interest under this Agreement;
- c. Involuntary transfer of Lessee's interest by option of law;
- d. Expiration or cancellation of any policy of insurance required hereunder; or
- e. Destruction of the Vehicle.

In an "Event of Default." If Lessor declares this Agreement in default upon an Event of Default, Lessee shall either, at the direction of Lessor: (1) immediately surrender & deliver to Lessor the Vehicle, & Lessor may take possession of the Vehicle wherever it may be found, with or without process of law, & for the purpose may enter on the premises of Lessee; or (2) pay Lessor all unpaid amounts set forth in Section 4 plus the Option Amount. Upon an Event of Default, if Lessor does not elect to have Lessee pay for the Vehicle, Lessee & Lessee's successor in interest, whether by operation of law or otherwise, shall have no right, title, or interest in the Vehicle, or the possession or use of the Vehicle. Lessor shall retain all amounts paid by Lessee under this Agreement. If the Vehicle is destroyed at any time during the Term of this Agreement, Lessee shall be required to immediately pay to Lessor all unpaid amounts described in Section 4 plus the Option Amount.

21. INDEMNIFICATION Lessee agrees to indemnify & hold harmless the Lessor from all claims, losses, cause of actions, & expenses, including attorneys fees, arising from Lessee's use, maintenance, & operation of the Vehicle.

22. WARRANTIES The Vehicle is being provided to Lessee in an "as is" condition & Lessor has not made, & does not hereby make, any representation, warranty or covenant expressed or implied with respect to the condition, quality, durability, capability, or suitability of the Vehicle or against any patent or latent defects therein. **THE LESSEE WILL BE PROVIDED THE RIGHTS OF ANY ORIGINAL MANUFACTURER'S WARRANTY FOR EQUIPMENT IN EXHIBIT A, & LESSOR SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO LESSEE, NOR TO ANYONE ELSE, OF ANY KIND & HOWSOEVER CAUSED, WHETHER BY THE VEHICLE, OR THE REPAIR, MAINTENANCE, OR SERVICE OF THE VEHICLE, OR BY THE FAILURE OF ANY VEHICLE, OR INTERRUPTION OF SERVICE OR USE OF THE VEHICLE LEASED UNDER THIS AGREEMENT.**

(Continued on next page)



FaaS AGREEMENT

Fleet-as-a-Service *Preliminary Contract v2.0*

AGREEMENT NO.: **190219**

23. NOTICE All notices required or permitted under this Agreement shall be deemed given when delivered in person or when mailed with postage prepaid & addressed to the appropriate party at the address shown for that party at the beginning of this Agreement.

24. ASSIGNMENT The Lessee shall not assign, transfer, or sublet any of its obligations, rights, or interest under this Agreement to any third party, whether an associated entity or not, whether in whole or in part without prior written consent of the Lessor.

25. SEVERABILITY If a court holds any provision of this Agreement to be illegal, invalid or unenforceable, the remaining provisions shall remain in full effect & the parties will amend this Agreement to give effect to the stricken clause to the maximum extent possible.

26. RISK OF LOSS Lessee assumes & agrees to bear the entire risk of loss of, theft of, damage to or destruction of the Vehicle from any cause whatsoever not covered by insurance. All replacements, repairs, or substitution of parts or equipment of the Vehicle shall be at Lessee's cost & expense & shall be accessions to the Vehicle. In the event of such occurrence to the Vehicle, Lessee shall give Lessor prompt notice of the occurrence & thereafter will place the Vehicle in good repair, condition & working order.

27. WAIVER No waiver of a breach of any term of this Agreement shall be deemed to constitute a waiver of a future breach, whether of a similar or dissimilar nature.

28. ENTIRE AGREEMENT & MODIFICATION This Agreement constitutes the entire agreement between the parties. No modification or amendment of this Agreement shall be effective unless in writing & signed by both parties.

29. ARBITRATION Any controversy or claim relating to this Agreement, including the construction or application of this agreement, will be settled by binding arbitration under the rules of the American Arbitration Association & any judgment granted by the arbitrator(s) may be enforced in any court of proper jurisdiction.

30. GOVERNING LAW This Agreement shall be construed in accordance with the laws of Iowa, without regard to conflicts of law principles.

31. SIGNATORIES This Agreement shall be executed by *Jesse Peters*, on behalf of *KELTEK Incorporated* & by _____, _____, on behalf of Polk City Police Department. This Agreement shall be effective as of the Effective Date.

32. COUNTERPARTS This Agreement may be executed in one or more counterparts, with each executed document constituting an original & with all together constituting one & the same instrument. Facsimile or PDF signatures shall be deemed original signatures & shall be binding on the parties.

Lessee Signature: **X** Individual: _____ Date: _____

Lessor Signature: **X** Individual: _____ Date: _____



EXHIBIT A:



- Internal Approval
- Customer Approval

BILL OF MATERIALS

BOM Number: 26181
Date: 02/15/2019

Main Phone: 641-227-2222
Email: sales@keltekinc.com
Address: PO Box 14 Baxter, IA 50028

Quoted To:
Polk City Police Departme
PO Box 381

Polk City
IA 50226

Ph: 515-984-6565

Deliver To:
Polk City Police Department
PO Box 381
Polk City
IA 50226

Notes:

Account	Customer Contact	Order Ref	Terr	Rep
101271	Trace Kendig	FAAS DURANGO	1	AS
Item Code	Item Description	Quantity		
KELTEK - HAAS	KELTEK "Hardware-As-A-Service"	1.00		
	Agreement & Contract In Place.			
YQYI - KELTEK	Your Quote=Your Invoice, Guaranteed. Period.	1.00		
LABOR CONTRACT	Iowa DAS KELTEK Labor	1.00		
	Master Agreement 0055090-15			
NASPO-IA	NASPO-IA contract number MWNWC-124	1.00		
WHELEN CONTRACT	Iowa DAS Whelen Products Master Agreement 0055090-15 FOB Destination, freight Paid.	1.00		
SETINA CONTRACT	Iowa DAS Setina Products Master Agreement 0055090-15 FOB Destination, freight Paid.	1.00		
PROGARD	Iowa DAS Progard Products Master Agreement 0055090-15 FOB Destination, freight Paid. Chief Trace Kendig, 515-984-6565 tkendig@polkcityia.gov (1) 2019 Dodge Durango-Black 23K Miles x 4 Years Quote Includes "Bent Metal" Technology on Project Quote ***** Project Includes: No Removal Customer Provided-Radio Installation of 2019 Dodge Durango VIN ***** SLC, Remote Mount, Adv (CARBIDE w/Accy, CANTROL) - 8 Hrs	1.00		
CARBIDE - KIT	STANDARD Cencom Carbide Kit CCSRNT5 & CENEM16 Choose CANCTL6 or 7; CC5K (1) (2) (3) SLC, Remote Mount, Low Frequency (HOWLER) - 2 Hrs None	1.00		



EXHIBIT A:



Main Phone: 641-227-2222
 Email: sales@keltekinc.com

BILL OF MATERIALS

Account	Order Ref	Whse	Terr	Rep	Our Order No.
101271	FAAS DURANGO	MAIN	1	AS	26181
Item Code	Item Description	Quantity			
	Siren Speaker(s) and Bracket(s) - 1 Hrs				
HWLUNI	LOW FREQ SIREN AMP UNIV. MNT	1.00			
SA315P	SA315P Series Speaker Black Plastic	1.00			
SAK54	Whelen Siren Speaker Bracket for Dodge Durango - 2013-2017	1.00			
	Lighting, Headlights - 1.5 Hrs				
	None				
	Lighting, Grill - 1.5 Hrs				
	None				
	Lighting, Fog Lights - 1.5 Hrs				
	None				
	Lighting, Front Corners - 1 Hrs				
	None				
	Lighting, Front Sides - 1 Hrs				
	None				
	Lighting, Mirrors - 4 Hrs				
LSVBKT44	Linsv Mirror Mt Kit Durango	1.00			
LINSV2R	VSeries Linear Super LED Red Lighthouse Under Surface Mounting	1.00			
LINSV2B	VSeries Linear Super LED Blue Lighthouse Under Surface Mounting	1.00			
	Lighting, Under Mirrors - 2 Hrs				
	None				
	Lighting, Spot Light Upgrade - .5 Hrs				
	Lighting, Lower Windshield - 1 Hrs				
P46FLC	Replacement Super-LED 8 Degree Clear Spotlight	1.00			
	None				
	Lighting, Upper Windshield - 1 Hrs				
	None				
	Lighting, Light Bar - 3 Hrs				
SPC-GB8-DUO	Legacy DUO LED 48" Lightbar NORM: GB8DEDE SPECL:GB8SP3JT	1.00			
MKEZ85	E-Z LIGHTBAR MOUNT KIT #85	1.00			
	Lighting, Mid Sides - 2 Hrs				
	None				
	Lighting, Rear Sides - 2.5 Hrs				
IONR	Red ION Series Super LED Universal Light	1.00			

Continued...



EXHIBIT A:



Main Phone: 641-227-2222
 Email: sales@keltekinc.com

BILL OF MATERIALS

Account	Order Ref	Whse	Terr	Rep	Our Order No.		
101271	FAAS DURANGO	MAIN	1	AS	26181		
Item Code	Item Description	Quantity					
IONB	Blue ION Series Super LED Universal Light	1.00					
IONK1B	ION Swivel Mount Kit Individual, not sold in pairs Light Sold Separately Lighting, Lower Deck/Hatch – 2 Hrs None Lighting, Upper Deck/Hatch – 2 Hrs	2.00					
ITRAYW8	Inner Edge® RST Series Lightbar, DUO, Add Vehicle Housing & Lighting Codes	1.00					
ISDK	Add DUO™ Series Linear-LED® Flasher, 1 Amber/Red	4.00					
ISDM	Add DUO™ Series Linear-LED® Flasher, 1 Amber/Blue	4.00					
IS448	Inner Edge RST Mount Kit Dodge Durango 2018 Lighting, Rear Tail Lights – 2 Hrs	1.00					
VTX609R	Vertex Super LED Light Omni Directional Lighthouse W/9'; Cable – Red	1.00					
VTX609B	Vertex Super-LED Light Omni Directional Lighthouse W/ 9' Cable – Blue Lighting, Backup Lights – 1.5 Hrs None Lighting, Trunk/Endgate – Mount Low to	1.00					
IONBKT1	ION LICENSE PLATE BKT HORIZ.	1.00					
I3JC	Whelen ION Trio Super-LED Lighthouse – Red/Blue/White Lighting, Pre-emption – 3 Hrs None Push Bumper –4 Hrs	2.00					
BK2019DUR11	PB450L4-Whelen Ion for 11-17 Durango Push Bumper Wrap –1 Hrs None Push Bumper Lighting –1 Hr None Equipment Console – 1 Hr	1.00					
C-VS-2000-DUR-1	2018 Dodge Durango Vehicle Specific 20" Console	1.00					
C-EB40-CCS-1P	1 PC. Equipment Mt. Brkt. 4" Mounting Space, Whelen Cencom/Carbide/Cantrol	1.00					

Continued...



EXHIBIT A:



Main Phone: 641-227-2222
 Email: sales@keltekinc.com

BILL OF MATERIALS

Account	Order Ref	Whse	Terr	Rep	Our Order No.		
101271	FAAS DURANGO	MAIN	1	AS	26181		
Item Code	Item Description	Quantity					
C-EB30-CH7-1P	1 PC Equip. Mounting Bracket 3" Mounting Area, Fits M/A-COM/CH-721	1.00					
C-CUP2-I	Internal Cup Holder Accept cups up to 3.375" 4" high, 8.625" wide, 3" deep	1.00					
C-LP3-PS2	3 Lighter Plug Outlet W/ 2 Switch Cut Outs.12" Wire Console space of 2"	1.00					
C-SW-B	Havis Blank Switch Plate Fits Panel Cutout Size .843"X1.453"	1.00					
091-219	Dual USB Charging Ports 3.1 Amp Max Output, Red LED 4.8-5.2 VDC	1.00					
C-AP-0645-L	6 in accessory pocket w/ hinged lid & lock 4.5 in deep	1.00					
C-FP-1	1" Filler Plate Equipment Console, Accessories - 1 Hrs	1.00					
MMSU-1	Single Unit Magnetic Mic Mount Kit, Includes Base, Hex Key, Disc Adapter & Mounting Hardwa	2.00					
EG4730-ND	Switch Push SPST-NO 2A 48V "End Of Shift" Option	1.00					
C-ARM-102	Console Side Mount Armrest 9.5"L X 2.75"W ***TECHNOLOGY ON SEPERATE QUOTE*** Radar -2 Hr	1.00					
BEE991090KA	Bee III Ka-Band Dual Antenna Pkg: radar, antenna, mnt brkt Select Wired/Wireless Remote Radio 1 and Antenna(s) - 2 Hrs	1.00					
REUSE RADIO	Reuse Radio	1.00					
QW152	152-162 MHz Unity 1/4 Wave Antenna. Ground Plate - 18" Prisoner Transport, Front Partition	1.00					
PK1130DUR11	#10XL Coated Polycarbonate Prisoner Transport, Rear	1.00					
PK0123DUR112ND	#12VS 2ND EXPANDED METAL PARTITION-11-19 DURANGO Weapon(s) Mounting, (1) - 1.5 Hrs	1.00					
GK0068E	Single T Rail Mount with 1082E for Blac Rack Flashlight, (1) - .5 Hrs None	1.00					

Continued...



EXHIBIT A:



BILL OF MATERIALS

Main Phone: 641-227-2222

Email: sales@keltekinc.com

Account	Order Ref	Whse	Terr	Rep	Our Order No.
101271	FAAS DURANGO	MAIN	1	AS	26181
Item Code	Item Description	Quantity			
	Shore Line, AC Power Input – 4 Hrs				
	None				
	Vehicle Control Module, (1) –2.5 Hrs				
SS0005	SafeStop Module Dodge vehicles	1.00			
	Power Management / Distribution – 6 Hrs				
PWRMGMT	Materials for installing wire harness and power management	1.00			
	Equipment Tray – Setina				
	CARGO BOX – DSE– Drawer, Sliding with Electric Key Pad Lock – BSN– Base Sliding with No Lock				
TK0841DUR11	Rear Cargo System for 2011+ Durango	1.00			
TPA9289	Setina Cargo Radio Tray with No Lock TRN	1.00			
	Battery Replacment / Upgrade – .5 Hrs				
	Not Available for this Model				
	Installation and Supplies				
SH	Shipping cost calculated based on total order weight	171.00			
KELTEK-SUPPLIES	General Supplies Consumed In The Completion of Your Project	1.00			
DAS-KEL-LABOR	DAS Contract Labor Rate with KELTEK Inc. ALL Labor: Removal & Install	1.00			

Complete Shipments vs Partial –KELTEK only ships complete orders unless partials are specifically requested (shipments may be from multiple manufacturers). Partial shipments may result in multiple shipments and multiple invoices with payment terms starting at time of invoice.

Returns: Special order item sales are final. Returns need to be completed within 90 days of invoice. All returns are subject to a 50% restocking fee or a replacement order of 1.5 times the original order amount. Items need to be unopened and in original packaging. Please contact your inside sales rep for RA information.

Warranty: Please contact your inside sale rep for details.

Payment Methods: KELTEK accepts cash, check, Visa or Mastercard. There is a 2.31% processing fee for use of a credit card. Prepayment required if new account or no terms.

RESOLUTION 2019-19

**A RESOLUTION APPROVING SNYDER & ASSOCIATES, INC
ENGINEERING INVOICE FOR FEBRUARY 2019 SERVICES**

WHEREAS, Snyder & Associates, Inc has been appointed by the City Council of the City of Polk City, Iowa, as the city's engineer; and

WHEREAS, there are general engineering fees, fees for engineering contracts for capital improvement projects, reimbursable development review project fees, as listed

General Engineering Fees:	\$7,713.50
Capital Improvement Projects:	\$1,480.00
Reimbursable Development Review Projects:	\$229.50

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa hereby approves the Snyder & Associates, Inc. invoice for February 2019, in the amount of \$9,423.00.

PASSED AND APPROVED the 25th day of March 2019.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk



Date March 14, 2019

To: Gary Mahannah
City of Polk City
P.O. Box 426
Polk City, IA 50226-0426

RECEIVED

MAR 18 2019

INVOICE SUMMARY - FEBRUARY SERVICES

Services from February 1, 2019 through February 28, 2019

GENERAL ENGINEERING

<u>2019 General Engineering</u>	119.0001	\$ 1,814.50
<u>Building and Development issues:</u>	119.0001	\$ 2,865.00
<i>Coordination with developers, engineers, building inspector, and staff regarding various potential and ongoing projects including Hugg Drive setbacks, Bridgeview North, SUDAS regs, and building permits.</i>		
<u>Water Dept:</u>	119.0001	\$ -
-		
<u>Sanitary Sewer Dept:</u>	119.0001	\$ 2,427.00
<i>Prepare for and attend meeting on Southeast Sanitary Trunk Sewer including planning and next steps; and review of WRA/Rock Creek Sanitary Sewer conveyance documents.</i>		
<u>Miscellaneous Projects:</u>	119.0001	\$ 607.00
<i>Cart path relocation, update and clean up GIS database; and provision of new Zoning Maps.</i>		

SUBTOTAL \$ 7,713.50

CAPITAL IMPROVEMENT PROJECTS

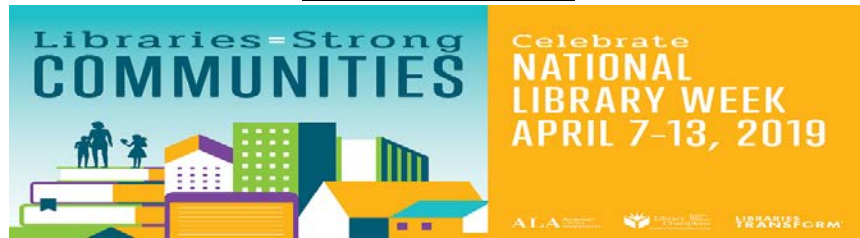
3rd Street & Bridge Road Intersection Improvements	118.0330	\$ -
Davis Street Reconstruction Project	117.0289	\$ -
Grimes St. & Deer Haven St. Intersection Improvements	118.1106	\$ 1,480.00
SUBTOTAL		<u><u>\$ 1,480.00</u></u>

REIMBURSABLE DEVELOPMENT REVIEW PROJECTS

Bridgeview Plat 2 PUD Master Plan	118.1192	\$ 229.50
SUBTOTAL		<u><u>\$ 229.50</u></u>

TOTAL \$ 9,423.00

PROCLAMATION



WHEREAS, National Library Week was first observed in 1958 and has been celebrated for over 60 years; and

WHEREAS, today's libraries are not just about books but what they do for and with people; and

WHEREAS, libraries of all types are at the heart of cities, towns, schools and campuses; and

WHEREAS, libraries have long served as trusted and treasured institutions where people of all backgrounds can be together and connect; and

WHEREAS, libraries and librarians build strong communities through transformative services, programs and expertise, promoting civic engagement by keeping people informed and aware of community events and issues while they empower their communities to make informed decisions by providing free access to information; and

WHEREAS, libraries, which promote the free exchange of information and ideas for all, are cornerstones of democracy and are a resource for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity or socio-economic status, by offering services and educational resources that transform lives and strengthen communities; and

WHEREAS, libraries, librarians, library workers and supporters across America are celebrating National Library Week.

NOW, THEREFORE, I, Jason Morse, Mayor of Polk City, Iowa, do hereby proclaim the week of April 7-13, 2019 as *National Library Week*. I encourage all residents to visit the library this week and explore what's new and engage with your librarian.

Dated this 25th day of March 2019

Jason Morse, Mayor

Join in the fun as the Polk City Library celebrates as follows:
Monday-Receive a sweet treat when you check out materials
Tuesday-Free popcorn 12-7
Wednesday-Coffee/Cocoa/Tea 10-4
Thursday-Check out a movie and get a free bag of microwave popcorn
Friday-Ice Cream treats 3-5

