

Agenda
Notice of Meeting
Polk City | City Council

April 8, 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. **Public Comments:** This is the time and place for comments for any item other than those that are a Public Hearing. If you wish to speak, please come to the podium and state your name and address for the record. You are requested to keep your comments to five minutes.
5. Consent Items

Action Items

1. Consider motion to approve the City Council Meeting Minutes for March 25, 2019
2. Consider motion to receive and file the Parks Meeting Minutes for April 1, 2019
3. Consider motion to approve the April 8, 2019 Claims
4. Consider motion to approve Resolution 2019-21 authorizing Four Seasons Festival use of city property July 18-21, 2019
5. Consider motion to approve Resolution 2019-22 authorizing \$7000 financial contribution for the 2019 Four Seasons Festival
6. Consider motion to approve Resolution 2019-23 approving a Lease agreement with Fender's Brewing to continue use the adjacent unimproved alleyway effective May 1, 2019 with renewal option
7. Consider motion to approve twelve months Class C Liquor License for Kum & Go with Sunday Sales effective 6/30/2018
8. Consider motion to approve twelve months Class C Liquor License for Tournament Club of Iowa located at 1000 Tradition Drive with Outdoor Sales and Sunday Sales effective 6/1/2018
9. Consider motion to approve hiring Willa Philpott for Seasonal Parks and Rec program at \$10.50 per hour
10. Consider motion to approve advertising in an effort to establish a Police Officer hiring eligibility list
11. Consider motion to approve hiring Don Sandor as Interim City Administrator at a pay rate of \$67.00 per hour on an as needed basis
12. Consider motion to approve Resolution 2019-24 fixing date for a public hearing on the proposal to enter into Development Agreement with Polk County, Iowa and MJR Development, L.L.C.
13. Consider motion to approve the Order Accepting Acknowledgement/Settlement Agreement with Casey's General Store
14. Consider motion to receive and file the FY19 3rd quarter stats, March 2019 Stas and March 2019 Director Report from the Library
15. Consider motion to receive and file the March 2019 Water Report
16. Consider motion to approve hiring James McKinstry for the Fire Department at a rate of \$11.28 per hour for POC and \$12.29 per hour for part-time rate
17. Consider motion to recognize retirement of Tim Cory from the Fire Department after 30+ years of service
18. Consider motion to approve pay increases for Firefighter/EMT Shawn Boots and Ryan Moore earning Senior positions at a pay rate of \$13.84 per hour for POC and \$15.12 per hour for Part-time

19. Consider motion to approve the purchase of a Dump Truck and Snow Removal Equipment to add to Public Works Fleet in the amount of \$88,796 plus \$83,206 for the equipment package for a total cost of \$170,002 (this purchase was budgeted in FY 19/20 for \$180,000)
 20. Consider motion to receive and file the March 2019 PCCEDC Financial Report
 21. Consider motion to receive and file the March 2019 Festival Financial Report
 22. Consider motion to approve Resolution 2019-26 adopting a policy for small wireless communications
6. New Business
- Action Items
1. Bravo Presentation by Sally Dix
 2. Consider motion to approve Resolution 2019-25 approving Plats of Survey for Parcel No. 2019-56 and Parcel 2019-57
7. Reports & Particulars
- Mayor, Council, City Administrator, Staff, Boards, and/or Commissions
8. Closed Session under Code of Iowa; Chapter 21 Official Meetings open to Public; **section 5 Closed session**; sub paragraph 1.c. To discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation.
9. Adjourn until April 22, 2019

MEETING MINUTES
The City of Polk City
City Council Meeting
6:00 p.m., Monday, March 25, 2019
City Hall

Polk City, City Council held a meeting at 6:00 p.m., on March 25, 2019. The Agenda was posted at the City Hall office as required by law. **These tentative minutes reflect all action taken at the meeting.**

<u>Mayor and City Council Members Present:</u> Jason Morse Mayor Jeff Walters Pro Tem Dave Dvorak City Council Member Mandy Vogel City Council Member Ron Anderson City Council Member Robert Sarchet City Council Member	<u>Staff Members Present:</u> Lindsey Huber Assistant City Administrator/Finance Director Jenny Gibbons City Clerk Kathleen Connor City Engineering Representative Trace Kendig Police Chief Jim Mitchell Fire Chief Mike Schulte Public Works Director Mark Paeper IT Director
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1. **Call to Order** / Mayor Morse called the meeting to order at 6:00 p.m.
2. **Roll Call** / Dvorak, 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. **Recognition of Officer Aicher and K9 Eudoris@6** | Chief Kendig recognized the K9 team achieving a 2nd place finish out of 25 teams during the regional Narcotic Detector Trials. The team scored 192 points out of a possible 200. Kendig said this was a phenomenal showing at this very stringent event at UPSCA. He said that tenured teams have been known to fail at these trials and the judges were praising how well this new team competed. Mayor Morse presented Officer Matt Aicher with a certificate of achievement and thanked him for his hard work. Officer Aicher thanked Mayor and Council for their continued support of the K9 program. He thanked Chief Kendig and Lieutenant Siepker to their support and leadership. He thanked his wife and family for their support and said he is looking forward to continuing to build on this training throughout the life of the dog. Council Member Sarchet applauded Aicher's tremendous work taking the K9 program from an idea to what it is now. Council Member Anderson thanked Aicher for stepping up and taking the responsibility of the K9 and all that it brings forward. Council Member Vogel thanked Aicher for his personal commitment in making the K9 program what it is. Council Member Walters said he appreciated Aicher responsibility of this weapon and knowing when and how to use it. Mayor Morse closed with an extra thank you for Aicher's wife and family.
5. **Public Comments** | None
6. **Consent Agenda Items**
MOTION: A motion was made by Sarchet and seconded by Dvorak to approve the consent agenda 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**MOTION CARRIED UNANIMOUSLY**
7. **New Business**
 1. **MOTION:** A motion was made by Walters and seconded by Dvorak to approve Resolution 2019-20 approving the P.U.D. Master Plan for Bridgeview Plat 2
MOTION CARRIED UNANIMOUSLY
 2. **MOTION:** A motion was made by Sarchet and seconded by Vogel 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
MOTION CARRIED UNANIMOUSLY

3. **MOTION:** A motion was made by Anderson and seconded by Dvorak to approve Resolution 2019-19 approving Snyder & Associates February 2019 invoices in the amount of \$9,423.00

YES: Dvorak, Vogel, Anderson, Sarchet

ABSTAIN: Walters

MOTION CARRIED

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

- Mayor Proclaimed National Library Week, April 7-13, 2019
- Police Chief Kendig said multiple complaints have been received regarding junk vehicles. The PD will begin the abatement process that is as citizen friendly as possible to remove vehicles and keep the City beautiful.
- City Engineering Representative Kathleen Connor informed Council Big Creek Valley Phase 1 Construction Drawings will be coming forward at an upcoming Council Meeting.
- Council Member Sarchet reported on the MAC meeting he attended.
- Council Member Anderson asked for an update on the 3rd and Davis property since there were no bids. Mayor stated the contractor for the Davis Street project still had work to complete in the area before anything else can happen.
- Council Member Dvorak thanked staff and Mayor for working through these recent difficult times.
- Mayor Morse announced April as Earth Month and asked residents to bring plastic bags into City Hall all month long and help Polk City win the park bench. Mayor also announced the statewide Tornado drill will be held Wednesday, March 27th at 10:15 am.

9. **Adjournment**

MOTION: A motion was made by Anderson and seconded by Sarchet to adjourn 6:43 p.m.

MOTION CARRIED UNANIMOUSLY

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

Jason Morse, Mayor

Attest

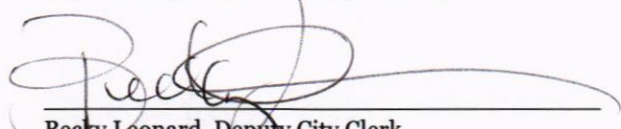
Jenny Gibbons, City Clerk

MEETING MINUTES
The City of Polk City
Parks Commission
6:00 p.m., Monday, April 1, 2019
City Hall | Council Chambers

Polk City, Parks Commission held a meeting at 6:00 p.m., on April 1, 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>Parks Commission Members Present:</u> Kelley Haaland Chair Josh Ludwig Pro Tem Holly Motsch Parks Commission Member Amy Bentley Parks Commission Member Josh Reed Parks Commission Member</p> <p><u>Parks Commission Members Absent:</u> Ashley Delaney Parks Commission Member</p>	<p><u>Staff Members Present:</u> Jason Morse Mayor Randy Franzen Public Works Supervisor Becky Leonard Deputy City Clerk</p> <p><u>Additional Attendees:</u> Ken Morse Tree Board</p>
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1. **Call to Order** | *The meeting was called to order at 6:00 p.m.*
2. **Roll Call** | Motsch, Bentley, Ludwig, Haaland, Reed | In attendance
 Delaney | Absent
3. **Approval of Minutes**
MOTION: A motion was made by Reed and seconded by Ludwig to approve the February 4, 2019 Meeting Minutes
MOTION CARRIED UNANIMOUSLY
4. **Audience Items** | None
5. **Four Seasons Festival**
 John Calhoun, Director PCCEDC, was in attendance and presented the request to use the Town Square for the Four Seasons Festival with set up on July 18 and tear down on July 21. The basic format for the festival will stay the same. The only major change is there won't be the arts tent as in years past, instead the area will be used for activities geared toward teenagers.
 A motion was made by Bentley and seconded by Reed to recommend Council approve use of the Town Square for the Four Seasons Festival July 18 – 21, 2019 with set up on July 18 and tear down on July 21.
MOTION CARRIED UNANIMOUSLY
6. **Tree Board Report** | Ken Morse reported that the trees are thawing. Morse and Phil Jensen recently attended the Shade Tree Short Course in Ames, IA including several breakout sessions. Morse and Jensen also unwrapped the trees at Kiwanis park.
5. **Staff Report** | Deputy City Clerk Leonard reported the City is once again participating in the plastic bag swap sponsored by Metro Waste Authority during the month of April with the goal to win the recycled park bench. Mayor Morse stated that Gary Mahannah retired and his last day was March 1, 2019. The position of an interim city administrator is being looked into and a search firm will be enlisted to assist with the hiring process for a permanent city administrator which will take several months.
7. **Public Works Report** | Public Works Supervisor Franzen reported that they've been working on the parks the last couple weeks. Bathrooms have been opened and activated, rock was hauled to the sports complex, and the fountains will be activated toward the end of April.
8. **Commission Report** | Commission Member Motsch asked Ken Morse if the Tree Board has a pamphlet that lists recommended trees to plant and which ones to avoid. Ken advised that the street tree list is the closest thing available and will look into the suggestion further.
9. **Adjournment** - A unanimous motion was made to adjourn at 6:17pm.
Next Meeting Date – Monday, May 6, 2019



 Becky Leonard, Deputy City Clerk

CLAIMS REPORT

The City of Polk City

For **4/8/2019**

DEPARTMENT	FUND	VENDOR	EXPENSE TYPE	AMOUNT
ALL	GENERAL	FIRST BANKCARD	CITY CREDIT CARD	\$4,705.11
ALL	GENERAL	STAPLES	SUPPLIES	\$225.05
BLDG	GENERAL	METRO WASTE AUTHORITY	CURB IT RECYCLING	\$4,475.60
BLDG	GENERAL	SAFE BUILDING COMP. & TECH	BUILDING INSPECTIONS	\$12,087.50
CH	GENERAL	AUREON TECHNOLOGY	INTERNET/CIRCUIT CHARGES	\$248.79
CH	GENERAL	BAKER ELECTRIC INC	INSTALL SECURITY SYSTEM	\$2,449.69
CH	GENERAL	BUSINESS PUBLICATIONS CORP	PUBLIC NOTICES	\$193.70
CH	GENERAL	CENTURY LINK	PHONE SERVICE	\$575.16
CH	GENERAL	CRYSTAL CLEAR WATER CO	PURCHASED WATER	\$8.00
CH	GENERAL	CYCLONE PEST MANAGEMENT	PEST MANAGEMENT	\$9.50
CH	GENERAL	DOUG OHLFEST	REIMBURSEMENT-P&Z WORKSHOP	\$65.00
CH	GENERAL	GENERAL FIRE & SAFETY	FIRE EXTINGUISHER SERVICE	\$186.50
CH	GENERAL	GRINNELL STATE BANK	BANK CHARGES	\$43.02
CH	GENERAL	LINDSEY HUBER	REIMBURSEMENT-MILEAGE/MEAL	\$71.20
CH	GENERAL	MEDIACOM	INTERNET SERVICE	\$109.95
CH	GENERAL	RELIABLE MAINTENANCE CO	JANITORIAL SERVICES-MARCH	\$160.00
COMM RM	GENERAL	CYCLONE PEST MANAGEMENT	PEST MANAGEMENT	\$42.50
COMM RM	GENERAL	GENERAL FIRE & SAFETY	FIRE EXTINGUISHER SERVICE	\$134.00
COMM RM	GENERAL	RELIABLE MAINTENANCE CO	JANITORIAL SERVICES-MARCH	\$120.00
FD	GENERAL	AUREON TECHNOLOGY	INTERNET/CIRCUIT CHARGES	\$218.80
FD	GENERAL	BOUND TREE MEDICAL	MEDICAL SUPPLIES	\$81.84
FD	GENERAL	CITY OF ANKENY	TIER	\$200.00
FD	GENERAL	CYCLONE PEST MANAGEMENT	PEST MANAGEMENT	\$19.50
FD	GENERAL	GENERAL FIRE & SAFETY	FIRE EXTINGUISHER SERVICE	\$419.50
FD	GENERAL	GOLFIRE	HYDRANT STRAPS	\$99.39
FD	GENERAL	RACOM	EDACS ACCESS	\$671.16
FD	GENERAL	SANDRY FIRE SUPPLY L.L.C.	CO MONITOR BATTERY	\$10.85
FD	GENERAL	VERIZON WIRELESS	PHONE AND DATA PLAN	\$17.04
LIB	GENERAL	BAKER & TAYLOR	BOOKS	\$91.72
LIB	GENERAL	CENTRAL IOWA DISTRIBUTING	SUPPLIES	\$128.50
LIB	GENERAL	CLEANING CONNECTION INC	APRIL JANITORIAL SERVICES	\$398.92
LIB	GENERAL	CYCLONE PEST MANAGEMENT	PEST MANAGEMENT	\$48.00
LIB	GENERAL	GENERAL FIRE & SAFETY	FIRE EXTINGUISHER SERVICE	\$11.25
LIB	GENERAL	LINDA MCCANN	PROGRAM FEE	\$45.00
LIB	GENERAL	MICROMARKETING, LLC	BOOKS ON CD	\$55.00
PARKS	GENERAL	ARNOLD MOTOR SUPPLY	PAINT LIGHT POLE	\$109.51
PARKS	GENERAL	CYCLONE PEST MANAGEMENT	PEST MANAGEMENT	\$64.50
PARKS	GENERAL	GENERAL FIRE & SAFETY	FIRE EXTINGUISHER SERVICE	\$78.25
PARKS	GENERAL	RELIABLE MAINTENANCE CO	JANITORIAL SERVICES-MARCH	\$140.00
PARKS	GENERAL	WASTE SOLUTIONS OF IOWA	PORTABLE TOILET RENTAL	\$240.00
PD	GENERAL	AT&T MOBILITY	611 PHONE & AIR CARDS	\$243.67
PD	GENERAL	AUREON TECHNOLOGY	DATA MASTER/BOOKING COMPUTER	\$1,121.83
PD	GENERAL	AUREON TECHNOLOGY	INTERNET/CIRCUIT CHARGES	\$218.80
PD	GENERAL	AUREON TECHNOLOGY	MONTHLY VOIP/PBX	\$291.37
PD	GENERAL	CYCLONE PEST MANAGEMENT	PEST MANAGEMENT	\$10.00
PD	GENERAL	GENERAL FIRE & SAFETY	FIRE EXTINGUISHER SERVICE	\$415.25
PD	GENERAL	RACOM	SPEAKER ACCESSORY	\$116.25
PD	GENERAL	SECURITY EQUIPMENT CORP	SABRE OC SPRAY	\$73.89
PD	GENERAL	TWIN CREEK ANIMAL HOSPITAL	E6-ROOT CANAL	\$2,840.50
ROAD	ROAD	ARNOLD MOTOR SUPPLY	VEHICLE PARTS & SUPPLIES	\$339.66
ROAD	ROAD	ELECTRONIC ENGINEERING CO.	REPAIR ANTENNAS-3 VEHICLES	\$309.00
ROAD	ROAD	IOWA D.O.T.	SIGN TUBING	\$484.50
ROAD	ROAD	IOWA PLAINS SIGNING INC	BARRICADES-ADAMS/PHILLIPS	\$500.00
ROAD	ROAD	KECK ENERGY	FUEL	\$951.00
ROAD	ROAD	KIMBALL MIDWEST	SUPPLIES	\$1,044.91
ROAD	ROAD	METRO WASTE AUTHORITY	COMPOST IT	\$105.00
ROAD	ROAD	TOTAL QUALITY INC.	CONTRACT SNOW REMOVAL	\$2,100.00
ROAD	ROAD	TRUCK EQUIPMENT INC.	UNIT 215-BED LINER	\$575.00
SEWER	SEWER	ARNOLD MOTOR SUPPLY	VEHICLE PARTS & SUPPLIES	\$208.67
SEWER	SEWER	CENTRAL IOWA TELEVISION	CLEAN/TELEVISION-CHURCH & SUMMER	\$2,400.00
SEWER	SEWER	GNA TRUCKING LLC	TRUCKING SERVICES	\$460.87
SEWER	SEWER	IOWA DEPT OF REVENUE	SALES TAX	\$366.00

CLAIMS REPORT

The City of Polk City

For

4/8/2019

DEPARTMENT	FUND	VENDOR	EXPENSE TYPE	AMOUNT
SEWER	SEWER	IOWA ONE CALL	UNDERGROUND LOCATIONS	\$31.50
SEWER	SEWER	MARTIN MARIETTA AGGREGATES	ROCK AT HUGG DR LIFT STATION	\$1,310.31
WATER	WATER	AUTOMATIC SYSTEMS CO	REPAIR WELL #5	\$2,846.19
WATER	WATER	CONTROLLED ACCESS OF THE MIDWE	ADJUSTED CLOCK ON RECYCLE GATE	\$217.00
WATER	WATER	DES MOINES WATER WORKS	PURCHASED WATER	\$16,093.74
WATER	WATER	ELECTRONIC ENGINEERING CO.	SUPPLIES	\$69.51
WATER	WATER	G & L CLOTHING	WORK CLOTHING	\$94.33
WATER	WATER	GENERAL FIRE & SAFETY	FIRE EXTINGUISHER SERVICE	\$1,291.00
WATER	WATER	GNA TRUCKING LLC	TRUCKING SERVICES	\$638.27
WATER	WATER	GURNSEY ELECTRIC CO	REPAIR OUTSIDE SECURITY LIGHT	\$160.00
WATER	WATER	HAWKINS INC	SUPPLIES	\$1,240.81
WATER	WATER	IOWA DEPT OF REVENUE	EXCISE TAX	\$2,772.00
WATER	WATER	MARTIN MARIETTA AGGREGATES	ROCK TO WELL FIELD	\$946.14
WATER	WATER	MUNICIPAL SUPPLY CO.	MAINTENANCE SUPPLIES	\$541.50
WATER	WATER	OVERHEAD DOOR CO OF DES MOINES	REPAIR OVERHEAD DOORS AT SHOP	\$398.40
WATER	WATER	VANDERPOOL CONSTRUCTION	REPAIR WATER LEAK-VISTA LAKE	\$3,235.00
TOTAL				\$76,120.87
		GENERAL		\$34,390.56
		ROAD USE		\$6,409.07
		SEWER		\$4,777.35
		WATER		\$30,543.89
		TOTAL		\$76,120.87

RESOLUTION NO. 2019-21

A RESOLUTION APPROVING THE USE OF THE COMMUNITY ROOM AND THE TOWN SQUARE, WAIVING THE NOISE CONTROL ORDINANCE, TEMPORARY CLOSING OF CERTAIN STREETS AND DESIGNATING SPECIAL PARKING

WHEREAS, the Polk City Chamber and Economic Development Corporation (PCCEDC) have scheduled the Four Seasons Festival Celebration to be held on July 19 and 20, 2019; and

WHEREAS, the celebration will contain several events in and around the City's Town Square; and

WHEREAS, the City Council of the City of Polk City, Iowa feels it to be in the best interest of the citizens of Polk City to temporarily close certain streets and designate special parking assignments for the Four Seasons Festival.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Polk City, Iowa that the following streets be temporarily closed for the Four Seasons Festival:

- a. 3rd Street from Broadway to Wood Street on July 20
- b. Van Dorn from 3rd to 4th street on July 20
- c. 2nd Street from Broadway to Wood Street on July 18 to July 21
- d. Van Dorn from 3rd Street to 1st street from July 19 to July 21
- e. Broadway from 3rd to 1st Street from July 20 to July 21
- f. Designation of Handicapped Parking for the parking spots in the City Parking Lot July 19 & 20
- g. Designation of No Parking for the parking spots on 3rd street between Van Dorn & Broadway on the east side of the street on July 18. This will be used for "Unloading Only"

BE IT FURTHER RESOLVED, that the following City owned property is hereby approved for use for the Four Season Festivities including the Community Room and parking lot July 19 and 20, and the Town Square July 18, 19, & 20 including waiving the Noise Control Ordinance, Chapter 52, July 19 1pm to 12:30am and July 20 7am-12:30pm.

PASSED AND APPROVED the 8th day of April 2019.

Jason Morse, Mayor

Attest:

Jenny Gibbons, City Clerk

RESOLUTION NO. 2019-22

A RESOLUTION APPROVING A FINANCIAL CONTRIBUTION FOR THE FOUR SEASONS FESTIVAL

WHEREAS, the Polk City Chamber and Economic Development Corporation (PCCEDC) have set the Four Seasons Festival Celebration to be held on July 19 & 20, 2018; and

WHEREAS, the celebration will contain several events in and around the City's Town Square; and

WHEREAS, PCCEDC has requested additional finances for the 2019 Four Seasons Festival in the amount of \$7,000.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Polk City, Iowa to authorize a financial contribution in the amount of \$7,000 to the Four Seasons Festival celebration.

PASSED AND APPROVED the 8th day of April 2019.

Jason Morse, Mayor

Attest:

Jenny Gibbons, City Clerk

RESOLUTION NO. 2019-23

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF POLK CITY AND FENDER'S BREWING TO LEASE THE 16.5 FOOT WIDE UNIMPROVED ALLEYWAY OFF OF VAN DORN STREET

WHEREAS, the City of Polk City owns the alleyway off of Van Dorn Street; and

WHEREAS, Fender's Brewing has heretofore leased the unimproved alleyway for \$100 for one-year effective May 1, 2018 to uses premises as an outdoor patio; and

WHEREAS, Fender's Brewing is desirous to enter into a new lease for said unimproved alleyway in the amount of \$100 for one-year effective May 1, 2018 to uses premises as an outdoor patio with the option to automatically renew annually for up to five years; and

WHEREAS, the City Council believes it to be in the best interest of the City of Polk City to approve an Agreement setting out the understanding between the City of Polk City and Fender's Brewing; and

WHEREAS, the lease agreement is in the form attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Polk City, Iowa, that the Lease Agreement with Fender's Brewing in the form attached hereto as Exhibit "A" is hereby approved.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute said Agreement on behalf of the City of Polk City, Iowa.

DATED this 8th day of April 2019.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk

LEASE - BUSINESS PROPERTY

THIS LEASE AGREEMENT, made and entered into this 1st day of May 2019, by and between the City of Polk City, Iowa (hereinafter called the "Lessor"), whose address for the purpose of this Lease is 112 3rd Street, Polk City, Iowa 50226, and FENDERS BREWING, LLC, (hereinafter called the "Lessee"), whose address for the purpose of this Lease is 212 Van Dorn Street, Polk City, Iowa 50266.

WITNESSETH THAT:

1. PREMISES AND TERM. The Lessor, in consideration of the rents herein reserved and of the agreements and conditions herein contained, on the part of the Lessee to be kept and performed, leases unto the Lessee and Lessee hereby rents and leases from Lessor, according to the terms and provisions herein, the following described real estate, situated in Polk County, Iowa, to wit:

16.5 foot wide alleyway off of Van Dorn Street, Polk City, Iowa

which, more particularly, includes the space and premises as may be shown on "Exhibit A", if and as may be attached hereto, for a term of one (1) year, commencing at midnight of the day previous to the first day of the lease term, which shall be on the 1st day of May 2019, and ending at midnight on the last day of the lease term, which shall be on the 30th day of April 2020, upon the condition that the Lessee pays rent therefor, and otherwise performs as in this Lease provided. This Lease shall automatically renew for four (4) additional years, unless otherwise terminated in accordance with this Lease agreement.

2. RENTAL. Lessee agrees to pay to Lessor as rental for said term, as follows: \$100 per annum payable upon execution of this Lease.

All sums shall be paid at the address of Lessor, as above designated, or at such other place in Iowa, or elsewhere, as the Lessor may, from time to time, previously designate in writing.

3. POSSESSION. Lessee shall be entitled to possession on the first day of the term of this Lease and shall yield possession to the Lessor at the time and date of the close of the term of this Lease, except as herein otherwise expressly provided.

4. USE OF PREMISES. Lessee shall use premises as an outdoor patio/beer garden.

5. ASSIGNMENT. This Lease shall not be assigned, or any part thereof, without the written consent of the Lessor.

6. CARE AND MAINTENANCE OF PREMISES.

(a) Lessee accepts said property in its present condition. Lessee shall, after taking

possession of said premises and until the termination of this Lease and the actual removal of Lessee from the premises, at its own expense, care for and maintain said premises in a reasonably safe and serviceable condition. Lessee will not permit or allow said premises to be damaged or depreciated in value by any act or negligence of the Lessee, its agents or employees.

(b) Lessee will be responsible for maintaining the sidewalks adjacent to the premises and shall keep the same free from ice, snow and other debris. Lessee shall further not allow trash of any kind to accumulate on said premises or on the sidewalks adjacent thereto.

7. UTILITIES AND SERVICES. Intentionally omitted.

8. SURRENDER OF PREMISES AT END OF TERM. Lessee agrees that upon the termination of this Lease Lessee shall surrender, yield up and deliver the leased premises in good and clean condition, except the effects of ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or liability of Lessee.

9. INSURANCE. Lessee shall each keep the premises and its liability in regard thereto, and the personal property on the premises, reasonably insured against hazards and casualties; and Lessee shall procure and deliver to the Lessor a certification from Lessee's insurance company to that effect. Such insurance shall be made payable to the parties hereto as their interests may appear, except that the Lessee's share of such insurance proceeds are hereby assigned and made payable to the Lessor to secure rent or other obligations then due and owing Lessor by Lessee.

10. INSURANCE PROCEEDS. In the event of a partial destruction of the premises, Lessee may settle and adjust any claim against any insurance company under the aforementioned policy of insurance for the premises but said insurance money shall be paid to and held by the Lessor to be used in payment for any costs of repair or restoration.

11. INDEMNITY AND LIABILITY INSURANCE. Lessee shall protect, indemnify and save harmless the Lessor from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury and/or damage to any person or property, happening or done, in, upon or about the leased premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof, by the Lessee or any person claiming through or under the Lessee. The Lessee further covenants and agrees that Lessee shall at Lessee's expense procure and maintain casualty and liability insurance in a responsible company or companies authorized to do business in the State of Iowa, in amounts not less than \$1,000,000.00 for any one person injured, and \$2,000,000 for any one accident, and with the limits of \$100,000 for property damage, protecting the Lessor against such claim, damages, costs or expenses on account of injury to any person or persons, or to any property belonging to any person or persons, by reason of such casualty, accident or other happening on or about the demised premises during the term of this Lease.

Certificates or copies of the policies, naming the Lessor, and providing for thirty (30) days' notice to Lessor before cancellation shall be delivered to the Lessor within twenty (20) days from the date of the commencement of the Lease term.

12. TERMINATION OF LEASE. This Lease may be terminated by either party upon written notice given to the other party at least thirty (30) days prior to the end of the then current term.

13. MECHANIC'S LIENS. Neither the Lessee nor anyone claiming by, through, or under the Lessee, shall have the right to file or place any mechanic's lien or other lien of any kind or character whatsoever, upon said premises or upon any building or improvement thereon, or upon the leasehold interest of the Lessee therein, and notice is hereby given that no contractor, sub-contractor, or anyone else who may furnish any material, service or labor for any building, improvements, alteration, repairs or any part thereof, shall at any time be or become entitled to any lien thereon, and for the further security of the Lessor, the Lessee covenants and agrees to give actual notice thereof in advance, to any and all contractors and sub-contractors who may furnish or agree to furnish any such material, service or labor.

14. RIGHTS CUMULATIVE. The various rights, powers, options, elections and remedies of either party, provided in this Lease, shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

15. NOTICES AND DEMANDS. Notices as provided for in this Lease shall be given to the respective parties hereto at their respective addresses designated on page one of this Lease unless either party notifies the other party, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such message shall be considered given under the terms of this Lease when sent, addressed as above designated, postage prepaid, by registered or certified US mail (as defined by US Postal Service), return receipt requested, and so deposited in a US mail box.

16. CHANGES TO BE IN WRITING. None of the covenants, provisions, terms or conditions of this Lease to be kept or performed by Lessor or Lessee shall be in any manner modified, waived or abandoned, except by a written instrument duly signed by the parties and delivered to the Lessor and Lessee. This Lease contains the whole agreement of the parties.

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

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease in duplicate the day and year first above written.

The City of Polk City, Iowa, Lessor	Fenders Brewing, Lessee
By: _____ Jason Morse, Mayor	By: <u>Jason Madson</u> Name: <u>Jason Madson</u> Title: <u>Owner</u>
Attest: By: _____ Jenny Gibbons, City Clerk	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/26/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McKay Insurance Agency, Inc. 106 East Main Street P O Box 151 Knoxville IA 50138	CONTACT NAME: Tanya Hurst PHONE (A/C, No, Ext): (641) 842-2135 E-MAIL ADDRESS: tanya@mckayinsagency.com	FAX (A/C, No): (641) 828-2013
	INSURER(S) AFFORDING COVERAGE	
INSURED Fenders Brewing, LLC, DBA: Fenders Brewing PO Box 314 Polk City IA 50226	INSURER A: Illinois Casualty Company NAIC # 15571	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL1932656009

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		BP40429	07/14/2018	07/14/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability			LL103175	07/14/2018	07/14/2019	Each Common Claim \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

For the Leased outdoor space. Certificate holder is an additional insured but only with respect to liability arising out of the operations of the above named insured.

CERTIFICATE HOLDER**CANCELLATION**

City of Polk City 112 3rd St. Polk City IA 50226	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Applicant License Application (LE0001806)

Name of Applicant:	<u>Kum & Go LC</u>				
Name of Business (DBA):	<u>Kum & Go # 135</u>				
Address of Premises:	<u>303 W Broadway St</u>				
City	<u>Polk City</u>	County:	<u>Polk</u>	Zip:	<u>50226</u>
Business	<u>(515) 984-6959</u>				
Mailing	<u>1459 Grand Avenue</u>				
City	<u>Des Moines</u>	State	<u>IA</u>	Zip:	<u>50309</u>

Contact Person

Name	<u>Drew Carter</u>				
Phone:	<u>(515) 457-6188</u>	Email	<u>licenses@kumandgo.com</u>		

Classification Class E Liquor License (LE)

Term:12 months

Effective Date: 07/01/2019

Expiration Date:

Privileges:

Class E Liquor License (LE)

Status of Business

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

Ownership

Kyle Krause

First Name: Kyle **Last Name:** Krause
City: Waukee **State:** Iowa **Zip:** 50263
Position: CEO
% of Ownership: 0.00% **U.S. Citizen:** Yes

Krause Group LTD

First Name: Krause Group **Last Name:** LTD
City: Des Moines **State:** Iowa **Zip:** 50309
Position: Share holder
% of Ownership: 100.00% **U.S. Citizen:** Yes

Charles Campbell

First Name: Charles **Last Name:** Campbell
City: Urbandale **State:** Iowa **Zip:** 50323
Position: Secretary
% of Ownership: 0.00% **U.S. Citizen:** Yes

Insurance Company Information

Insurance Company:	<u>Merchants Bonding Company</u>		
Policy Effective Date:	<u>07/01/2018</u>	Policy Expiration	<u>01/01/1900</u>
Bond Effective	<u>2</u>	Dram Cancel Date:	
Outdoor Service Effective		Outdoor Service Expiration	
Temp Transfer Effective		Temp Transfer Expiration Date:	

Applicant License Application (LC0032610)

Name of Applicant:	<u>Tournament Club of Iowa, LLC</u>		
Name of Business (DBA):	<u>Tournament Club of Iowa, LLC</u>		
Address of Premises:	<u>1000 Tradition Dr</u>		
City	<u>Polk City</u>	County:	<u>Polk</u> Zip: <u>50226</u>
Business	<u>(515) 984-9440</u>		
Mailing	<u>1000 Tradition Dr</u>		
City	<u>Polk City</u>	State	<u>IA</u> Zip: <u>50226</u>

Contact Person

Name	<u>Andrew Tuttle</u>		
Phone:	<u>(515) 984-9173</u>	Email	<u>andrew.tuttle@tcofiowa.com</u>

Classification Class C Liquor License (LC) (Commercial)

Term:12 months

Effective Date: 06/01/2019

Expiration Date: 05/31/2020

Privileges:

Class C Liquor License (LC) (Commercial)

Outdoor Service

Sunday Sales

Status of Business

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

Ownership

TCI Investment, LLC x

First Name: TCI Investment, LLC **Last Name:** x
City: Lakeville **State:** Minnesota **Zip:** 55044
Position: Owner
% of Ownership: 11.33% **U.S. Citizen:** Yes

Dennis E. Berry Revocable Trus

First Name: Dennis E. Berry Revocable **Last Name:** x
City: Northfield **State:** Minnesota **Zip:** 55057
Position: Owner
% of Ownership: 10.00% **U.S. Citizen:** Yes

Ronald Cornwell

First Name: Ronald **Last Name:** Cornwell
City: Edina **State:** Minnesota **Zip:** 55439

Position: Owner

% of Ownership: 10.00%

U.S. Citizen: **Yes**

William C. Knapp, LC x

First Name: William C. Knapp, LC

Last Name: x

City: West Des Moines

State: Iowa

Zip: 50266

Position: Owner

% of Ownership: 10.00%

U.S. Citizen: **Yes**

Mac Family LP x

First Name: Mac Family LP

Last Name: x

City: Rosemount

State: Minnesota

Zip: 55068

Position: Owner

% of Ownership: 10.00%

U.S. Citizen: **Yes**

James & Linda Sawyer Family LP

First Name: James & Linda Sawyer

Last Name: x

City: Dundas

State: Minnesota

Zip: 55019

Position: Owner

% of Ownership: 10.00%

U.S. Citizen: **Yes**

Todd Schommer

First Name: Todd

Last Name: Schommer

City: Bettendorf

State: Iowa

Zip: 52722

Position: Owner

% of Ownership: 10.00%

U.S. Citizen: **Yes**

T. Jacob Enebak

First Name: T. Jacob

Last Name: Enebak

City: Prior Lake

State: Minnesota

Zip: 55372

Position: Chief Manager

% of Ownership: 0.00%

U.S. Citizen: **Yes**

Erik Hendrikson

First Name: Erik

Last Name: Hendrikson

City: Edina

State: Minnesota

Zip: 55436

Position: Secretary

% of Ownership: 0.00%

U.S. Citizen: **Yes**

Robert Enebak

First Name: Robert

Last Name: Enebak

City: Prior Lake

State: Minnesota

Zip: 55372

Position: Treasurer

% of Ownership: 0.00%

U.S. Citizen: **Yes**

Insurance Company Information

Insurance Company: Cincinnati Insurance Company

Policy Effective Date:

Policy Expiration

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

Donald L. Sandor

EXPERIENCE

City Manager, Pleasant Hill, Iowa (pop. 9,500) – December 2007 to June 2017

Served as Chief Administrative Officer to Mayor and five-member City Council. Had administrative authority over City's \$20 million budget, including general fund, sanitary sewer fund, storm water utility fund, equipment replacement fund, and capital improvement fund. Responsible for the operations of the fire/EMS department, police department, community development department, public works department, city clerk and finance department. Worked with the Library Board and the library staff. Staff included 46 full-time and approximately 60 part-time employees.

Major achievements included multiple annexations of land into the City; significant residential development including multiple new subdivisions; major renovations and upgrades to the City's two premier parks and purchase of 76 acres of undeveloped land for a new City park; and updated of the City's comprehensive plan. Working on update of the City's zoning ordinance and subdivision ordinance at time of leaving City. Led the transition of the fire/EMS department from 100% paid-on-call staffing with a part-time chief elected from the members of the department to a full-time chief hired from outside the department and part-time staffing of the station seven days a week during the daytime hours. During tenure, hired Community Development Director, Fire Chief, Police Chief, two City Clerk/Finance Directors, and Assistant Public Works Director. Oversaw the upgrade of the Moody Credit rating and the City obtain their first "clean" audit.

Served as lead negotiator for City with two unions, one representing the Police and the other representing the Public Works employees. Did multiple rewrites of the City's personnel manual to insure it was current with personnel laws and regulations. Worked with City boards and commissions including Planning and Zoning Commission, Library Board, and Park and Recreation Commission. Established the first City Public Arts Advisory Board.

Represented the City on various regional boards and commissions including the Wastewater Reclamation Authority (WRA) including two years as Chair of the Board; Des Moines Area Regional Transit (DART) administrative and finance board; commission to review the governance structure of DART; and the Des Moines Regional Manager and Administrator group.

City Manager, Oskaloosa, Iowa (pop. 11,000) — November 1993 to November 2007
Served as Chief Administrative Officer to Mayor and seven-member City Council under the City's home rule charter. Had administrative authority over \$10 million budget and 67 full-time employees. Departments included police, fire, streets, engineering, wastewater, housing and community development, library, and city clerk. Represented City in union negotiations with three bargaining units. Oversaw budget, personnel, and operations of City departments. Worked with City's planning and zoning commission, airport commission on city-owned airport, library board, and golf board.

Major achievements included upgrading City's bond rating; annexation of land for development; \$3.6 million renovation and addition to City's Carnegie library in conjunction with \$3 million construction of joint law enforcement center by Mahaska County using local option sales tax; updated City's comprehensive plan and new zoning ordinance; expanded and upgraded City's wastewater treatment plants and collection systems; transition of ambulance service from City's fire department to County hospital; reduction of full-time fire department staff and initiation of supplemental volunteer firefighter program; \$1.4 million renovation to historic City Hall; \$1.8 million renovation to WPA-era outdoor municipal swimming pool; \$1.5 million CBD streetscaping project; and negotiation of new cable TV franchise agreement.

Represented City on various committees of the Oskaloosa Area Chamber and Development Group and the Area XV Regional Planning Commission. Served on George Daily Family Trust and William Penn University Board of Advisors. Served six years on YMCA board including one year as board president.

Borough Manager, Sewickley, PA (pop. 4,200) — June 1992 to November 1993
Served as Chief Administrative Officer to nine-member Council. Responsible for \$3 million budget and 16 full-time employees including streets, sewers, and administrative office. Duties included budget, personnel, and zoning. Represented Borough on Historical Review Commission, Planning Commission, and Zoning Hearing Board.

Major achievements included organizational restructuring to improve efficiency in operations and negotiation of police union contract.

**Vice President for Administration and Finance, University of Charleston,
Charleston, West Virginia — October 1989 to June 1992**

Served as Chief Financial Officer, personnel officer, and administrative officer of the University. Served as member of the University President's Cabinet, reporting directly to the President. Responsible for business and cashier's office, plant and property department, security, university computer center, food service, and bookstore operation. Duties included budget preparation and monitoring, purchasing, personnel administration, and contract administration. Served as administrative representative to the Finance and Administration Committee of the University Board of Trustees.

Major achievements included development of University-wide employee evaluation system and classification system; negotiation of a \$500,000 letter of credit with an extension of a \$4.2 million loan; and compilation of listing of all University owned property and mineral rights.

City Administrator, Waverly, Iowa (pop. 8,500) — March 1986 to September 1989

Served as Chief Administrative Officer to Mayor and seven member Council. Had full administrative authority over \$4.5 million budget with 57 full-time employees.

Represented City in bargaining with two employee unions. City services included Parks and Recreation department with municipal pool, golf course, and cemetery; public works department including refuse collection, municipal airport, water distribution and sanitary sewer collection; police department; fire department; and finance including billing department. City also owned a municipal hospital with ambulance service and a municipal electric utility. Served as liaison official for Planning and Zoning Commission, Waverly Economic Development Corporation, police and fire civil pension boards, and Civil Service Commission.

Major achievements included completion of \$2 million water and sewer assessment project; construction of \$1.6 million water tower, well, and water main extension project; initiation of City's first capital improvement program; negotiation of two union contracts; obtained state funding for street improvement projects; and transferred ambulance service from private carrier to municipal hospital.

City Administrator, Eldridge, Iowa (pop. 3,300) — August 1982 to March 1986

Responsible to Mayor and Council in full service city with water, sewer, and electrical distribution. Served as liaison official for Electric and Water Utility Board, Planning and Zoning Commission, Park Board, Cable Television commission, and intergovernmental relations. Represented City on local metropolitan planning commission, serving on transportation, economic development, and Managers and Administrators committees.

Major achievements included obtaining bond rating for Utility Board's \$4.3 million revenue bond issue; revising personnel policy and developing evaluation system; developing integrated emergency management system; resolution of residential sewer back-up problems, and coordinating City's first Park Beautification Day.

Other Employment:

Village Administrator, Elburn, Illinois (pop. 1,250) — May 1979 to July 1982

Merchants National Bank, Aurora, Illinois and Hocking Valley Bank, Athens, Ohio — July 1973 to August 1977

EDUCATION

Northern Illinois University, DeKalb, Illinois — MAPA 1979 and BS 1973

REFERENCES

Available upon request

RESOLUTION NO. 2019-24

RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON
THE PROPOSAL TO ENTER INTO A DEVELOPMENT
AGREEMENT WITH POLK COUNTY, IOWA AND MJR
DEVELOPMENTS, L.L.C., AND PROVIDING FOR
PUBLICATION OF NOTICE THEREOF

WHEREAS, by Resolution No. 9, adopted November 7, 2017, the Board of Supervisors of Polk County, Iowa (the "County") found and determined that certain areas located within the City and the County are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Whitetail Ridge Residential Urban Renewal Plan (the "Urban Renewal Plan" or "Plan") for the Whitetail Ridge Residential Urban Renewal Area (the "Urban Renewal Area" or "Area") described therein, which Plan is proposed to be amended by an Amendment No. 1 to the Plan, planned for consideration by the County on May 7, 2019; and

WHEREAS, it is desirable that properties within the Area be redeveloped as part of the overall redevelopment area covered by said Plan; and

WHEREAS, the City has received a proposal the County and MJR Developments, L.L.C. (the "Developer"), in the form of a proposed Development Agreement (the "Agreement") by and between the City, the County, and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements and Public Improvements (as those terms are defined in the Agreement) on certain real property located within the Urban Renewal Area as defined and legally described in the Agreement and consisting of the construction of the first phase of a single-family housing project including approximately 35 Housing Units, together with all related site improvements for the Big Creek Valley Subdivision Plat 1, as outlined in the proposed Development Agreement; and

WHEREAS, the Agreement further proposes that the County will make up to twenty (20) consecutive semi-annual payments of Economic Development Grants to Developer consisting of 58.88% of the Tax Increments pursuant to Iowa Code Section 403.19 and generated by the construction of the Minimum Improvements, the cumulative total for all such payments not to exceed the lesser of (i) \$2,400,000, (ii) the actual costs of the Public Improvements, or (iii) the amount accrued under the formula outlined in the proposed Development Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, the Agreement further proposes that the City will be responsible for receiving and using the portion of the Tax Increments required to be used for low and moderate income (LMI) housing assistance (approximately 41.12%) and will comply with all provisions of Chapter 403 relating to such use, under the terms and following satisfaction of the terms set forth in the Agreement; and

WHEREAS, Iowa Code Chapters 15A and 403 (the "Urban Renewal Law") authorize cities and counties to make grants for economic development and to promote and assist LMI housing in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapter, and to levy taxes and assessments for such purposes; and

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403 of the Iowa Code, taking into account the factors set forth therein; and

WHEREAS, neither the Urban Renewal Law nor any other Code provision sets forth any procedural action required to be taken before said economic development activities can occur under the Agreement, and pursuant to Section 364.6 of the City Code of Iowa, it is deemed sufficient if the action hereinafter described be taken and the City Clerk publish notice of the proposal and of the time and place of the meeting at which the Council proposes to take action thereon and to receive oral and/or written objections from any resident or property owner of said City to such action.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF POLK CITY IN THE STATE OF IOWA:

Section 1. That this Council meet in the Council Chambers, City Hall, 112 3rd Street, Polk City, Iowa, at 6:30 P.M. on April 22, 2019, for the purpose of taking action on the matter of the proposal to enter into a Development Agreement with Polk County, Iowa and MJR Developments, L.L.C.

Section 2. That the City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four (4) clear days nor more than twenty (20) days before the date of said public meeting.

Section 3. The notice of the proposed action shall be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF
THE CITY OF POLK CITY IN THE STATE OF IOWA, ON THE
MATTER OF THE PROPOSAL TO ENTER INTO A
DEVELOPMENT AGREEMENT WITH POLK COUNTY,
IOWA AND MJR DEVELOPMENTS, L.L.C., AND THE
HEARING THEREON

PUBLIC NOTICE is hereby given that the Council of the City of Polk City in the State of Iowa, will hold a public hearing on April 22, 2019, at 6:30 P.M. in the Council Chambers, City Hall, 112 3rd Street, Polk City, Iowa, at which meeting the Council proposes to take action on the proposal to enter into a Development Agreement (the "Agreement") with Polk County, Iowa (the "County") and MJR Developments, L.L.C. (the "Developer").

The Agreement would obligate the Developer to construct certain Minimum Improvements and Public Improvements (as those terms are defined in the Agreement) on certain real property located within the Whitetail Ridge Residential Urban Renewal Area as defined and legally described in the Development Agreement, consisting of the construction of the first phase of a single-family housing project including approximately 35 Housing Units, together with all related site improvements for the Big Creek Valley Subdivision Plat 1, under the terms and following satisfaction of the conditions set forth in the Agreement.

The Agreement would further obligate the County to make up to twenty (20) consecutive semi-annual payments of Economic Development Grants to Developer consisting of 58.88% of the Tax Increments pursuant to Iowa Code Section 403.19 and generated by the construction of the Minimum Improvements, the cumulative total for all such payments not to exceed the lesser of (i) \$2,400,000, (ii) the actual costs of the Public Improvements, or (iii) the amount accrued under the formula outlined in the proposed Development Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement.

The Agreement further proposes that the City will be responsible for receiving and using the portion of the Tax Increments required to be used for LMI housing assistance (currently 41.12%) and will comply with all provisions of Chapter 403 relating to such use, under the terms and following satisfaction of the terms set forth in the Agreement.

A copy of the Agreement is on file for public inspection during regular business hours in the office of the City Clerk, City Hall, City of Polk City, Iowa.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of said City, to the proposal to enter into the Agreement with the Developer. After all objections have been received and considered, the Council will at this

meeting or at any adjournment thereof, take additional action on the proposal or will abandon the proposal to authorize said Agreement.

This notice is given by order of the City Council of the City of Polk City in the State of Iowa, as provided by Section 364.6 of the City Code of Iowa.

Dated this _____ day of _____, 2019.

City Clerk, City of Polk City in the State of
Iowa

(End of Notice)

PASSED AND APPROVED this 8th day of April, 2019.

Mayor

ATTEST:

City Clerk

AGREEMENT FOR PRIVATE DEVELOPMENT

By and Between

POLK COUNTY, IOWA

AND

THE CITY OF POLK CITY, IOWA

AND

MJR DEVELOPMENTS, L.L.C.
(Big Creek Valley Subdivision Plat 1)

_____, 2019

AGREEMENT FOR
PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (“Agreement”), is made on or as of the _____ day of _____, 2019, by and between POLK COUNTY, IOWA, a political subdivision (“County”), established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapter 403 of the Code of Iowa, 2019, as amended (“Urban Renewal Act”), the CITY OF POLK CITY, IOWA, a municipality (“City”), established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of the Urban Renewal Act, and MJR DEVELOPMENTS, L.L.C., an Iowa limited liability company, having an office for the transaction of business at 1425 NW Hugg Dr., Polk City, IA 50226 (“Developer”).

WITNESSETH:

WHEREAS, the City and Developer have requested that the Board of Supervisors of the County (“Board”) establish an urban renewal area within the boundaries of the City and adopt a tax increment financing ordinance; and

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the County has undertaken a program for the development of an economic development area in the City and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the Whitetail Ridge Residential Urban Renewal Area (“Area” or “Urban Renewal Area”), which is described in the Whitetail Ridge Residential Urban Renewal Plan adopted by Resolution No. 9 approved on November 7, 2017 and which has been amended one time, by Amendment No. 1 as approved by Resolution No. _____ on _____, 2019; and

WHEREAS, a copy of the foregoing Urban Renewal Plan, as amended, has been or will be recorded among the land records in the office of the Recorder of Polk County, Iowa; and

WHEREAS, the Developer owns or will own prior to the execution of this Agreement certain real property located in the foregoing Urban Renewal Area as more particularly described in Exhibit A attached hereto and made a part hereof (which property as so described is hereinafter referred to as the “Development Property”); and

WHEREAS, the Developer is willing to cause certain improvements to be constructed on the Development Property which will consist of the Project and thereafter cause the same to be maintained in accordance with this Agreement; and

WHEREAS, the County is willing to provide certain incentives in consideration for Developer’s obligations all pursuant to the terms and conditions of this Agreement; and

WHEREAS, the County and City believe that the development of the Development Property pursuant to this Agreement and the fulfillment generally of this Agreement, are in the

vital and best interests of the County and City and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the foregoing project has been undertaken and is being assisted.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I. DEFINITIONS

Section 1.1. Definitions. In addition to other definitions set forth in this Agreement, all capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement for Private Development and all exhibits and appendices hereto, as the same may be from time to time modified, amended or supplemented.

Area or Urban Renewal Area means the area known as the Whitetail Ridge Residential Urban Renewal Area (as amended).

Certificate of Completion means a certification in the form of the certificate attached hereto as Exhibit C and hereby made a part of this Agreement, provided to the Developer pursuant to Section 3.4 of this Agreement.

City means the City of Polk City, Iowa, or any successor to its functions.

Code means the Code of Iowa, 2019, as amended.

Commencement Date means the date of this Agreement.

Construction Plans means the plans, specifications, drawings and related documents reflecting the construction work to be performed by the Developer on the Development Property and in the Urban Renewal Area; the Construction Plans shall be as detailed as the plans, specifications, drawings and related documents which are submitted to the building inspector of the City as required by applicable City codes.

County means Polk County, Iowa.

Developer means MJR Developments, L.L.C., an Iowa limited liability company, and its permitted successors and assigns.

Development Property means that portion of the Whitetail Ridge Residential Urban Renewal Area of the County described in Exhibit A attached to this Agreement.

Economic Development Grants means the Tax Increment payments to be made by the County to the Developer under Article VIII of this Agreement.

Event of Default means any of the events described in Section 10.1 of this Agreement.

First Mortgage means any Mortgage granted to secure any loan made pursuant to either a mortgage commitment obtained by the Developer from a commercial lender or other financial institution to fund any portion of the construction costs and initial operating capital requirements of the Minimum Improvements or Public Improvements, or all such Mortgages as appropriate.

Housing Units means residential dwelling units to be constructed on separate parcels within the Development Property.

Low or Moderate Income Families means those families, including single person households, earning no more than eighty percent (80%) of the higher of the median family income of Polk County or the State-wide non-metropolitan area as determined by the latest United States Department of Housing and Urban Development, Section 8 income guidelines.

Minimum Improvements means the construction of approximately thirty-five (35) Housing Units on the Development Property as more particularly described in Exhibit B and depicted in Exhibit B-1 attached to this Agreement.

MJR Developments, L.L.C. (Big Creek Valley Subdivision Plat 1) TIF Account means a separate account within the Whitetail Ridge Residential Urban Renewal Area Tax Increment Revenue Fund of the County in which there shall be deposited Tax Increments received by the County with respect to the Minimum Improvements.

Mortgage means any mortgage or security agreement in which the Developer has granted a mortgage or other security interest in the Development Property, or any portion or parcel thereof, or any improvements constructed thereon.

Net Proceeds means any proceeds paid by an insurer to the Developer under a policy or policies of insurance required to be provided and maintained by the Developer, as the case may be, pursuant to Article V of this Agreement and remaining after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such proceeds.

Ordinance means the Ordinances of the County under which the taxes levied on the taxable property in the Area shall be divided and a portion paid into the Whitetail Ridge Residential Urban Renewal Area Tax Increment Revenue Fund for the Project.

Project means the construction of the Minimum Improvements and the Public Improvements on the Development Property, as described in this Agreement.

Public Improvements means the infrastructure improvements to be completed by Developer on the Development Property under this Agreement which will be dedicated to the City, including but not limited to streets, water mains, storm sewer, gas and electric utilities and sanitary sewer within the right-of-way to be dedicated to the City as described and depicted in the Construction Plans, Exhibit B and Exhibit B-1 attached to this Agreement.

Qualified Costs and Expenses means the costs and expenses related to the design and construction of the streets, water mains, storm sewer system, storm water detention basins, sanitary sewer within the right-of-way to be dedicated to the City, subgrading and grading costs and expenses and also including engineering and legal fees and interest accrued for the prior twelve (12) month period, as more particularly described herein.

State means the State of Iowa.

Tax Increment means the property tax revenues divided and made available to the County for deposit in the Whitetail Ridge Residential Urban Renewal Area Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code and the Ordinance.

Termination Date means the date of termination of this Agreement, as established in Section 12.9 of this Agreement.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts or other labor disputes, litigation commenced by third parties, or the acts of any federal, State or local governmental unit (other than the County with respect to the County's obligations).

Urban Renewal Plan means the Whitetail Ridge Residential Urban Renewal Plan, as amended, approved in respect of the Whitetail Ridge Residential Urban Renewal Area, described in the preambles hereof.

Whitetail Ridge Residential Urban Renewal Area Tax Increment Revenue Fund means the special fund of the County created under the authority of Section 403.19(2) of the Code and the Ordinance, which fund was created in order to pay the principal of and interest on loans, monies advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds or other obligations issued under the authority of Chapters 15A, 403 or 384 of the Code, incurred by the County to finance or refinance in whole or in part projects undertaken pursuant to the Urban Renewal Plan for the Urban Renewal Area.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the County. The County makes the following representations and warranties:

a. The County is a municipal corporation and political subdivision organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

b. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and

conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the County is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

c. All covenants, stipulations, promises, agreements, and obligations of the County contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the County only, and not of any governing body member, officer, agent, servant or employee of the County in the individual capacity thereof.

d. County hereby agrees to deliver all LMI payments to be made under Section 6.6 of this Agreement to the City at the address set forth in Section 12.2 of this Agreement.

Section 2.2. Representations and Warranties of the City. The City makes the following representations and warranties:

a. The City is a municipal corporation and political subdivision organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

b. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

c. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City only, and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.

d. City hereby agrees to accept all LMI payments to be made under Section 6.6 of this Agreement from the County.

Section 2.3. Representations and Warranties of Developer. The Developer makes the following representations and warranties:

a. MJR Developments, L.L.C. is an Iowa limited liability company, duly organized and validly existing under the laws of the State, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.

b. This Agreement has been duly and validly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by the County and City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in

accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

c. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the governing documents of the Developer or of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

d. There are no actions, suits or proceedings pending or threatened against or affecting the Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results or operations of the Developer or which in any manner raises any questions affecting the validity of the Agreement or the Developer's ability to perform its obligations under this Agreement.

e. The Developer will cause the Public Improvements and Minimum Improvements to be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan and all local, State and federal laws and regulations.

f. The Developer will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Public Improvements and Minimum Improvements may be lawfully constructed.

g. The Developer will dedicate (1) the Public Improvements and (2) all rights-of-way in the Development Property, if any, to the City upon acceptance by the City.

h. The Developer has not received any notice from any local, State or federal official that the activities of the Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). The Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and the Developer is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

i. The Developer has firm commitments for construction or acquisition and permanent financing for the Project in an amount sufficient, together with equity commitments, to successfully complete the Minimum Improvements and Public Improvements in accordance with the Construction Plans contemplated in this Agreement and the performance and maintenance bonds required under Section 6.8 hereof.

j. The Developer will cooperate fully with the County and City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements or Public Improvements.

k. The Developer expects that, barring Unavoidable Delays, construction of the Public Improvements shall be complete on or before December 31, 2019.

l. The Developer would not undertake its obligations under this Agreement without the potential for payment by the County of the Economic Development Grants being made to the Developer pursuant to this Agreement.

m. Developer will not seek to change the current land assessment category, or the zoning classification, of the Development Property or the Minimum Improvements during the term of this Agreement.

ARTICLE III. CONSTRUCTION OF PUBLIC IMPROVEMENTS AND TAXES

Section 3.1. Construction of Public Improvements. The Developer agrees that it will cause the Public Improvements to be constructed on the Development Property in conformance with the Construction Plans submitted to the County and City. The Developer agrees that the scope and scale of the Public Improvements to be constructed shall not be significantly less than the scope and scale as detailed and outlined in the Construction Plans.

Section 3.2. Construction Plans. The Developer shall cause Construction Plans to be provided for the Public Improvements which shall be subject to approval by the City as provided in this Section 3.2. The Construction Plans shall be in conformity with the Urban Renewal Plan, this Agreement, and all applicable federal, State and local laws and regulations. The City shall approve the Construction Plans in writing if: (a) the Construction Plans conform to the terms and conditions of this Agreement; (b) the Construction Plans conform to the terms and conditions of the Urban Renewal Plan; (c) the Construction Plans conform to all applicable federal, State and local laws, ordinances, rules and regulations and City permit requirements; (d) the Construction Plans are adequate for purposes of this Agreement to provide for the construction of the Public Improvements; and (e) no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the Construction Plans pursuant to this Section 3.2 shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the County or City with respect to any building, fire, zoning or other ordinances or regulations of the County or City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Construction Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit. The site plans submitted to the building official of the City for the Development Property and the surrounding areas where the Public Improvements are to be constructed by the Developer shall be adequate to serve as the Construction Plans, if such site plans are approved by the building official.

Approval of the Construction Plans by the City shall not relieve the Developer of any obligation to comply with the terms and provisions of this Agreement, or the provision of applicable federal, State and local laws, ordinances and regulations, nor shall approval of the Construction Plans by the City be deemed to constitute a waiver of any Event of Default.

Approval of Construction Plans hereunder is solely for purposes of this Agreement, and shall not constitute approval for any other County or City purpose nor subject the County or City to any liability for the Minimum Improvements or Public Improvements as constructed.

Section 3.3. Commencement and Completion of Construction. Subject to Unavoidable Delays, the Developer shall cause construction of the Public Improvements to be undertaken and completed as set forth in Section 2.3.k. or such other date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays. All work with respect to the Public Improvements to be constructed or provided by the Developer shall be in conformity with the Construction Plans and other plans approved by the building official or any amendments thereto as may be approved by the building official.

The Developer agrees that it shall permit designated representatives of the County and City, upon reasonable notice to the Developer (which does not have to be written), to enter upon the Development Property during the construction of the Public Improvements and Minimum Improvements to inspect such construction and the progress thereof. Upon notice of completion of the Public Improvements by the Developer, the City shall inspect the Public Improvements and determine whether they have been completed in accordance with the Construction Plans. If the City finds that the Public Improvements have been duly completed in compliance with all City ordinances, policies and procedures, and the City approves the Public Improvements, the City shall accept dedication of the Public Improvements. If the City determines that the Public Improvements are not acceptable, it shall notify the Developer within ten (10) days in the form described in Section 3.4 below.

Section 3.4. Certificate of Completion. Upon written request of the Developer after completion of the Public Improvements, the City will furnish the Developer with a Certificate of Completion, in substantially the form set forth in Exhibit C attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of the Developer to construct the Public Improvements.

The Certificate of Completion may be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Development Property at the Developer's sole expense. If the City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section 3.4, the City shall, within ten (10) days after written request by the Developer, provide the Developer with a written statement indicating, in adequate detail in what respects the Developer has failed to complete the Public Improvements in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts it will be necessary, in the opinion of the City, for the Developer to take or perform in order to obtain such Certificate of Completion.

Issuance by the City of the Certificate of Completion pursuant to this Section 3.4 is solely for the purposes of this Agreement, and shall not constitute approval for any other City purpose nor shall it subject the County or City to any liability for the Development Property, Minimum Improvements or Public Improvements as constructed.

Section 3.5. Real Property Taxes. Developer or its successors shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property acquired and owned by them and pursuant to the provisions of this Agreement. Until Developer's obligations have been assumed by any other person or legal title to the property is vested in another person, all pursuant to the provisions of this Agreement, Developer shall be solely responsible for all assessments and taxes.

Developer and its successors agree that prior to the Termination Date:

a. They will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property, Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and

b. They will not seek any tax exemption deferral or abatement either presently or prospectively authorized under any State, federal or local law with respect to taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date.

ARTICLE IV. RESERVED

ARTICLE V. INSURANCE

Section 5.1. Insurance Requirements.

a. The Developer will provide written proof of and maintain or cause to be maintained at all times during Developer's ownership and during the process of constructing the Public Improvements and the Minimum Improvements (and, from time to time at the request of the County or City, furnish the County or City with proof of payment of premiums on):

i. Builder's risk insurance, written on the so-called "Builder's Risk -- Completed Value Basis", in an amount equal to one hundred percent (100%) of the insurable value of the Public Improvements and the Minimum Improvements at the date of completion, and with coverage available in nonreporting form on the so-called "all risk" form of policy;

ii. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability

insurance) together with an Owner's Contractor's Policy with limits against bodily injury and property damage of not less than \$500,000 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used); and

iii. Workers' compensation insurance with at least statutory coverage.

b. Upon completion of construction of the Public Improvements and the Minimum Improvements and at all times prior the date that the City accepts dedication of the Public Improvements, or the Developer sells the Minimum Improvements, the Developer shall maintain, or cause to be maintained, at its cost and expense (and from time to time at the request of the County or City shall furnish proof of the payment of premiums on) insurance as follows:

i. Insurance against loss and/or damage to the Public Improvements and the Minimum Improvements that remain in Developer's ownership under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limitation the generality of the foregoing) fire, extended coverage, vandalism and malicious mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Public Improvements and the Minimum Improvements, but any such policy may have a deductible amount of not more than \$50,000. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the County and City. The term "full insurable replacement value" shall mean the actual replacement cost of the Public Improvements and the Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items) and equipment, and shall be determined from time to time at the request of the County or City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by the Developer and approved by the County and City.

ii. Comprehensive general public liability insurance, including personal injury liability for injuries to persons and/or property, including any injuries resulting from the operation of automobiles or other motorized vehicles on or about the Development Property, in the minimum amount for each occurrence and for each year of \$1,000,000.

iii. Such other insurance, including workers' compensation insurance respecting all employees of Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that Developer may be self-insured with respect to all or any part of its liability for workers' compensation.

c. All insurance required by this Article V shall be taken out and maintained in responsible insurance companies selected by Developer, which are authorized under the laws of the State to assume the risks covered thereby. Developer will deposit annually with the County and City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect upon the request of the County or City. In lieu of separate policies, Developer may maintain a single policy, or blanket

or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event Developer shall deposit with the County and City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Public Improvements and Minimum Improvements.

d. Developer agrees to notify the County and City immediately in the case of damage exceeding \$50,000 in amount to, or destruction of, the Public Improvements and the Minimum Improvements, or any portion thereof resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to Developer, and Developer will forthwith repair, reconstruct, and restore the Public Improvements and the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer will apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof.

e. Developer shall complete the repair, reconstruction, and restoration of the Public Improvements and Minimum Improvements, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

f. Developer shall only be required to insure the Public Improvements until acceptance of the Public Improvements by the City and issuance of the maintenance bond. Developer's insurance requirements as set forth in this Article V shall cease/terminate once City accepts the Public Improvements and the maintenance bond has been issued on said Public Improvements, and for the portion of insurance applicable to the Minimum Improvements, after sale of the Minimum Improvements.

ARTICLE VI. COVENANTS OF THE DEVELOPER

Section 6.1. Maintenance of Properties. The Developer will maintain, preserve and keep the Development Property (whether owned in fee or a leasehold interest), including but not limited to the Minimum Improvements, in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals and additions.

Section 6.2. Maintenance of Records. The Developer will keep at all times proper books of record and account in which full, true and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of the Developer relating to this Project in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and the Developer will provide reasonable protection against loss or damage to such books of record and account.

Section 6.3. Compliance with Laws. The Developer will comply with all state, federal and local laws, rules and regulations relating to the Minimum Improvements and the Public Improvements.

Section 6.4. Non-Discrimination. In the construction and operation of the Minimum Improvements and Public Improvements, the Developer shall not discriminate against any applicant, employee or tenant because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status. Developer shall ensure that applicants, employees, and homebuyers are considered and are treated without regard to their age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

Section 6.5. Available Information. Upon request, Developer shall promptly provide the County and City with copies of information requested by County or City that are related to this Agreement so that County and City can determine compliance with the Agreement.

Section 6.6. LMI Requirements. The County, City and Developer acknowledge the statutory requirements of Chapter 403, Code of Iowa specifically with respect to the Low and Moderate Income (“LMI”) assistance. The current applicable percentage for Polk County is 41.12%. The County will send the LMI portion to the City and the City will set funds aside to comply with Iowa Code Section 403.22 before any Economic Development Grants are made to Developer. The statutory requirements with respect to LMI assistance may be met by the construction of LMI affordable Housing Units as part of the Project, which would decrease the required set aside funds. If any such LMI affordable Housing Units are constructed as part of the Project, Developer hereby agrees to notify the County and City of such construction by October 1 of the year in which such LMI affordable Housing Units are constructed. Such notice shall be delivered to the County and City at the address listed in Section 12.2 hereof.

Section 6.7. Certification. The Developer shall certify to the County and City the amount of all Qualified Costs and Expenses of the Public Improvements submitted for reimbursement as Economic Development Grants and that such amounts are true and correct. See Exhibit E for the form of Certification. Such Certification shall be provided not later than October 1 of each year in which Developer incurs Qualified Costs and Expenses for construction of the Public Improvements as provided in Section 8.1.e. of this Agreement. Along with its Certification, Developer shall attach documentation showing substantiation of Qualified Costs and Expenses incurred for construction of the Public Improvements as provided in Section 8.1.e. of this Agreement. Developer shall provide documentation from an Iowa licensed professional engineer that the costs are related to construction of the Public Improvements. Developer shall provide additional supporting information for its Certification upon request of the County or City.

Section 6.8. Bonding Requirements. Developer shall obtain, or require each of its general contractors to obtain, one or more bonds that guarantee the faithful performance of this Agreement for, in the aggregate, the anticipated full value of the completed Public Improvements, on project-by-project basis, and that further guarantee the prompt payment of all materials and labor. The performance bond(s) for the Public Improvements shall remain in effect until construction of the Public Improvements are completed, at which time four-year repair and maintenance bond(s) shall be substituted for each performance bond. The bond(s) shall clearly specify the Developer and City as joint obligees. The Developer shall also comply with all County and City requirements for the construction of the Public Improvements. The form of performance and maintenance bond is attached as Exhibit G.

Section 6.9. Intentionally Omitted.

Section 6.10. Subsequent Owner(s). Notwithstanding anything herein to the contrary, failure by a subsequent owner (pursuant to Section 7.1(b)(iii) or Section 7.1(b)(iv)) below to timely pay its property taxes or to otherwise comply with the terms of this Agreement shall not be considered an Event of Default.

ARTICLE VII. ASSIGNMENT AND TRANSFER

Section 7.1. Status of the Developer; Transfer of Substantially All Assets; Assignment.

a. As security for the obligations of the Developer under this Agreement, the Developer represents and agrees that, prior to the Termination Date, the Developer will not dispose of all or substantially all of its assets or transfer, convey or assign its interest in the Development Property, Public Improvements or Minimum Improvements, or this Agreement to any other party unless (i) the transferee partnership, corporation or individual assumes in writing all of the obligations of the Developer under this Agreement with respect to the portion of the Development Property being sold and (ii) both the County and City consent thereto in writing in advance thereof, which consent shall not be unreasonably denied, delayed or withheld.

b. Notwithstanding the foregoing, however, or any other provisions of this Agreement, the Developer may: (i) pledge any and/or all of its assets and real estate as security for the First Mortgage; (ii) dedicate the Public Improvements to the City; (iii) sell individual parcels to person who will occupy a Housing Unit on said parcel in the ordinary course of Developer's business; or (iv) sell one or more individual parcels to third parties for construction of a Housing Unit(s) so long as such sale does not prevent or impair construction of the Public Improvements.

c. In the event that Developer wishes to assign this Agreement, including its rights and duties hereunder and except with regard to any Mortgagee, Developer and transferee individual or entity shall request that the County, City and Developer consent to an assignment of this Agreement to accommodate the transfer and to provide for the assumption of all Developer obligations under this Agreement. Such transfer shall not be effective unless and until the County, City and Developer consent in writing to an assignment of this Agreement authorizing the transfer. Notwithstanding the foregoing, consent of the County and City shall not be unreasonably withheld.

Section 7.2. Prohibition Against Use as Non-Taxable or Centrally-Assessed Property. During the term of this Agreement, the Developer agrees that no portion of the Development Property or Minimum Improvements shall be transferred or sold to a non-profit entity or used for a purpose that would exempt said portion of the Development Property from property tax liability except in the ordinary course of business, such as portions of the Development Property that are transferred to a non-profit homeowners association for the purpose of owning and managing common areas of the Development Property. During the term of this Agreement,

Developer agrees not to allow any portion of the Development Property or Minimum Improvements to be used as centrally-assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

ARTICLE VIII. ECONOMIC DEVELOPMENT GRANTS

Section 8.1. Economic Development Grants.

a. Payment of Economic Development Grants. The County agrees, subject to the Developer being and remaining in compliance with this Agreement, to make semi-annual payments (February 1 and August 1) to the Developer to reimburse it for all or a portion of the cost of the Public Improvements as follows:

Commencing with the first full fiscal year in which Tax Increment is received from the County following Developer's request that the County certify to the County for Tax Increment for the Development Property, and continuing until the expiration of the allowable time frame for the collection of Tax Increment, the County agrees to make semi-annual Economic Development Grants equal to 58.88% of the Tax Increments, if any, collected by the County and generated upon construction of the Minimum Improvements and the Development Property to reimburse Developer for costs associated with construction of the Public Improvements (without regard to any averaging that may otherwise be utilized under Section 403.19 and including any interest that may accrue thereon prior to payment to the Developer during the preceding twelve-month period), but subject to limitation and adjustment as provided in this Article. All such Economic Development Grants shall be sent to the address of Developer as provided in Section 12.2 of this Agreement.

b. Maximum Amount of Economic Development Grants. The aggregate amount of the Economic Development Grants that may be paid to the Developer under this Agreement shall be equal to the sum of the total amount of the applicable percentage (allowing for the LMI set-aside as provided in Section 8.1(a) above) of all Tax Increments collected with respect to the assessments imposed on the Development Property and Minimum Improvements, but in no case shall exceed a total for all grants of the lesser of: (i) the actual cost of the Public Improvements documented as indicated in Section 8.1.e.; or (ii) Two Million Four Hundred Thousand Dollars (\$2,400,000). It is further agreed and understood that the aforementioned \$2,400,000 shall constitute the maximum amount of reimbursement for the Public Improvements.

c. Limitations. The Developer acknowledges that each Economic Development Grant payment to be paid to Developer according to this Article VIII is wholly contingent upon and shall be limited to reimbursement of actual costs incurred with respect to construction of the Public Improvements, and payment shall come solely and only from taxes received by the County under Iowa Code Section 403.19 from levies upon the Development Property. The

County and City make no assurance that the Developer will receive Economic Development Grants which cover the cost of the Public Improvements or which reach the stated maximum.

d. County Certification, Timing. It is the responsibility of the Developer to inform the County in writing when it wishes that the County first certify on the Development Property by submitting the form attached as Exhibit F by October 1 of the year the Developer wishes the County to certify for Tax Increment (but in no event shall such Exhibit F be submitted to the County after October 1, 2023). The time period during which Tax Increment can be collected to pay for annual Economic Development Grants shall end no later than ten (10) fiscal years beginning with the second fiscal year after the year in which the municipality first certifies to the County auditor the amount of any loans, advances, indebtedness, or bonds which qualify for payment from the division of the revenue in connection with the Project. After the Developer requests that the County first certify for Tax Increment, and if the Developers Certification and supporting documentation is timely filed and contains the information required under Section 6.7, Developer satisfies all terms of this Agreement and all conditions precedent in Section 8.5 are satisfied, and the County approves of the same, the County shall certify to the appropriate County office prior to December 1 of that year its request for the available Tax Increments resulting from the assessments imposed by the County as of January 1 of that year, to be collected by the County and paid to the County as taxes are paid during the following fiscal year and which shall thereafter be disbursed to the Developer on February 1 and August 1 of that fiscal year. As an example, if the first Housing Unit is built and fully assessed on January 1, 2020, and if the Developer requests the County to first certify in its Certification for the Development Property filed by October 1, 2020, the County would then review the Certification, and if approved and all other terms of this Agreement are satisfied, would certify for the Tax Increment generated by the Minimum Improvements by December 1, 2020 for collection by the County and payment to the County in fiscal year 2021-2022, allowing for the initial grant to be paid to Developer on February 1, 2022, all subject to the terms of this Article and this Agreement.

e. Certification of Qualified Costs and Expenses. The obligation of the County to make any Economic Development Grants to the Developer shall be subject to and conditioned upon, among other things, the timely filing by the Developer of the Certification required under Section 6.7 hereof and the Countys approval thereof. Developer must submit accurate and sufficient documentation of the Qualified Costs and Expenses to the County as part of its Certification. The categories of Qualified Costs and Expenses that will be considered for reimbursement as Economic Development Grants include streets, water mains, storm sewer systems, storm water detention basins, gas and electric utilities, sanitary sewer within the right-of-way to be dedicated to the City, subgrading and grading costs and expenses and associated engineering and legal fees and interest accrued for the prior twelve (12) month period. To receive reimbursement, Developer must attach to such Certification receipts and invoices for all Public Improvement costs for the fiscal year for which the Developer is requesting an Economic Development Grant that substantiates the amount of Public Improvement costs being reported.

Section 8.2. Source of Grant Funds Limited.

a. The Economic Development Grants shall be payable from and secured solely and only by amounts deposited and held in the MJR Developments, L.L.C. (Big Creek Valley Subdivision Plat 1) TIF Account of the Whitetail Ridge Residential Urban Renewal Area Tax Increment Revenue Fund of the County. The County hereby covenants and agrees to maintain the Ordinance in force during the term hereof and to apply the incremental taxes collected in respect of the Development Property and the Minimum Improvements and allocated to the MJR Developments, L.L.C. (Big Creek Valley Subdivision Plat 1) TIF Account to pay the Economic Development Grants, as and to the extent set forth in this Article. The Economic Development Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other County or City funds.

b. Each Economic Development Grant is subject to annual appropriation by the Board of Supervisors. The right of non-appropriation reserved to the County in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the County's obligation to make future Economic Development Grants shall not constitute a legal indebtedness of the County within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of the County, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by the County shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

c. Notwithstanding the provisions of Section 8.1 hereof, the County shall have no obligation to make an Economic Development Grant to the Developer if at any time during the term hereof the County fails to appropriate funds or receives an opinion from a court of competent jurisdiction to the effect that the use of Tax Increments resulting from the Project and Minimum Improvements to fund an Economic Development Grant to the Developer, as contemplated under said Section 8.1, is not authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by the County under the Urban Renewal Act or other applicable provisions of the Code, as then constituted. Upon such non-appropriation, or receipt of such an opinion, the County shall promptly forward a notice of the same to the Developer. If the circumstances or legal constraints continue for a period during which two (2) Economic Development Grants would otherwise have been paid to the Developer under the terms of Section 8.1, the County may terminate this Agreement, without penalty or other liability to the Developer, by written notice to the Developer.

d. The County and City make no representations with respect to the amounts that may finally be paid to the Developer as the Economic Development Grants, and under no circumstances shall the County or City in any manner be liable to the Developer so long as the County timely applies the Tax Increments actually collected and held in the MJR Developments, L.L.C. (Big Creek Valley Subdivision Plat 1) TIF Account (regardless of the amounts thereof) to

the payment of the Economic Development Grants to the Developer, as and to the extent described in this Article.

Section 8.3. Use of Other Tax Increments. Subject to this Article VIII, the County shall be free to use any and all available Tax Increments in excess of the stated maximum or resulting from the suspension or termination of the Economic Development Grants under Section 8.1 hereof, for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act, and the County shall have no obligations to the Developer with respect to the use thereof.

Section 8.4. Limitations. The Economic Development Grants are only for the Public Improvements described in this Agreement and not any future expansions which, to be eligible for Economic Development Grants, would be the subject of an amendment or new agreement, at the sole discretion of the Board of Supervisors.

Section 8.5. Conditions Precedent. Notwithstanding the provisions of Section 8.1 above, the obligation of the County to make an Economic Development Grant in any year shall be subject to and conditioned upon the following:

- a. Compliance with the terms of this Agreement and payment of property taxes; and
- b. Timely filing by Developer of the Annual Certifications required under Section 6.7 hereof and the Board's approval thereof.

In the event that an Event of Default occurs or any certification filed by Developer under Section 6.7 (or other information) discloses the existence or prior occurrence of an Event of Default that was not cured or cannot reasonably be cured, the County shall have no obligation thereafter to make any payments to Developer in respect of the Economic Development Grants and the provisions of this Article shall terminate and be of no further force or effect.

Each Annual Certification filed by Developer under Section 6.7 hereof shall be considered separately in determining whether the County shall make any of the Economic Development Grant payments available to Developer under this Article. Under no circumstances shall the failure by Developer to qualify Developer for an Economic Development Grant in any year serve to extend the term of this Agreement beyond the Termination Date or the years during which Economic Development Grants may be awarded to Developer or the total amount thereof, it being the intent of parties hereto to provide Developer with an opportunity to receive Economic Development Grants only if Developer fully complies with the provisions hereof and Developer becomes entitled thereto, up to the maximum aggregate amount set forth herein.

ARTICLE IX. INDEMNIFICATION

Section 9.1. Release and Indemnification Covenants.

a. The Developer releases the County and City and the governing body members, officers, agents, servants and employees thereof (hereinafter, for purposes of this Article IX, the "Indemnified Parties") from, covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend and hold harmless the Indemnified Parties against, any loss or damage to property or any injury to or death of any person occurring at or about, or resulting from any defect in, the Minimum Improvements or Public Improvements (but only until the City accepts said Public Improvements and the maintenance bond has been issued on said Public Improvements).

b. Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now or forever, and further agrees to hold the Indemnified Parties harmless, from any claim, demand, suit, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by the Developer against the County or City to enforce its rights under this Agreement), (ii) the acquisition and condition of the Development Property and the construction, installation, ownership, and operation of the Minimum Improvements or Public Improvements (but only until the City accepts said Public Improvements and the maintenance bond has been issued on said Public Improvements) or (iii) any hazardous substance or environmental contamination located in or on the Development Property.

c. The Indemnified Parties shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, servants or employees or any other person who may be about the Minimum Improvements or Public Improvements due to any act of negligence of any person, other than any act of negligence on the part of any such Indemnified Party or its officers, agents, servants or employees.

d. All covenants, stipulations, promises, agreements and obligations of the County and City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the County or City only, and not of any governing body member, officer, agent, servant or employee of the County or City in the individual capacity thereof.

e. The provisions of this Article IX shall survive the termination of this Agreement.

ARTICLE X. DEFAULT AND REMEDIES

Section 10.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events:

a. Failure by the Developer to cause the construction of the Minimum Improvements or Public Improvements to be commenced and completed pursuant to the terms, conditions and limitations of this Agreement;

- b. Transfer of any interest in this Agreement, the Development Property, the Minimum Improvements, or the Public Improvements in violation of the provisions of this Agreement;
- c. Failure by Developer to timely pay ad valorem taxes on the Development Property and Minimum Improvements;
- d. Failure by the Developer to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement;
- e. The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;
- f. The Developer:
 - i. files any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or
 - ii. makes an assignment for the benefit of its creditors; or
 - iii. admits in writing its inability to pay its debts generally as they become due; or
 - iv. is adjudicated bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer as bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of the Developer or the Minimum Improvements or Public Improvements, or part thereof, shall be appointed in any proceedings brought against the Developer, and shall not be discharged within ninety (90) days after such appointment, or if the Developer shall consent to or acquiesce in such appointment; or
- g. Any representation or warranty made by the Developer in this Agreement, or made by the Developer in any written statement or certification furnished by the Developer pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 10.2. Remedies on Default. Whenever any Event of Default referred to in Section 10.1 of this Agreement occurs and is continuing, the County, upon its own initiative or upon the request of the City, may take any one or more of the following actions after (except in the case of an Event of Default under subsections 10.1.e or 10.1.f of said Section 10.1) the giving of thirty (30) days' written notice by the County to the Developer and the holder of the First Mortgage (but only to the extent the County has been informed in writing of the existence of a First Mortgage and been provided with the address of the holder thereof) of the Event of Default,

but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and the Developer does not provide assurances reasonably satisfactory to the County that the Event of Default will be cured as soon as reasonably possible:

a. The County may suspend its performance under this Agreement until it receives assurances from the Developer, deemed adequate by the County, that the Developer will cure its default and continue its performance under this Agreement;

b. The County may terminate this Agreement;

c. The City may withhold the Certificate of Completion;

d. The City may enforce the performance or maintenance bond;

e. The County may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer, as the case may be, under this Agreement;

f. The County shall have no obligation to make payment of Economic Development Grants to Developer subsequent to an Event of Default and shall be entitled to recover from the Developer, and the Developer shall repay to the County, an amount equal to the full amount of the Economic Development Grants previously made to Developer under Article VIII hereof, with interest thereon at the highest rate permitted by State law. The County may take any action, including any legal action it deems necessary, to recover such amount from Developer. The County may demand such payment at any time following its determination that Developer is in default under this Agreement.

Section 10.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the County or City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 10.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 10.5. Agreement to Pay Attorneys' Fees and Expenses.

a. Developer understands and agrees that an amount equivalent to the County's costs and attorney fees incurred in connection with the drafting and execution of this Agreement and

the Urban Renewal Plan, as amended, shall be deducted from Developer's Economic Development Grants; and

b. Whenever any Event of Default occurs and the County or City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefor, pay to the County or City, respectively, the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the County or City in connection therewith.

ARTICLE XI. RESERVED

ARTICLE XII. MISCELLANEOUS

Section 12.1. Conflict of Interest. The Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the County or City, or its designees or agents, nor any consultant or member of the governing body of the County or City, and no other public official of the County or City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 12.2. Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- a. In the case of the Developer, is addressed or delivered personally to MJR Developments, L.L.C. at 1425 NW Hugg Dr., Polk City, IA 50226 Attn: President; and
- b. In the case of the County, is addressed to or delivered personally to Polk County, Iowa, 111 Court Avenue, Des Moines, IA 50309; Attn: County Administrator; and
- c. In the case of the City, is addressed to or delivered personally to the City of Polk City at City Hall, 112 3rd Street, PO Box 426, Polk City, IA 50266; Attn: City Clerk;

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith.

Section 12.3. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit D, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the County and City by virtue hereof. The Developer shall pay for or reimburse the County for all costs of recording.

Section 12.4. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 12.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 12.6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 12.7. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement between the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 12.8. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 12.9. Termination Date. This Agreement shall terminate and be of no further force or effect on and after July 1 of the tenth fiscal year beginning with the second fiscal year after the year in which the municipality first certifies to the County auditor the amount of any loans, advances, indebtedness, or bonds which qualify for payment from the division of the revenue in connection with the Project, or other cause of termination as provided herein. For example, if the County first certifies loans, advances, indebtedness or bonds by December 1, 2020, the tenth fiscal year period ends June 30, 2032.

Section 12.10. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

IN WITNESS WHEREOF, the County has caused this Agreement to be duly executed in its name and behalf by its Board Chair and its seal to be hereunto duly fixed and attested by its Auditor, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, the Developer has caused this Agreement to be duly executed in its name and behalf by its authorized representative all on or as of the day first above written.

[Remainder of this page intentionally left blank. Signature pages to follow.]

(SEAL)

POLK COUNTY, IOWA

By: _____
Tom Hockensmith, Chairperson

ATTEST:

By: _____
Jamie Fitzgerald, County Auditor

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this _____ day of _____, 2019, before me a Notary Public in and for said State, personally appeared Tom Hockensmith and Jamie Fitzgerald, to me personally known, who being duly sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor, respectively, of Polk County, Iowa, a political subdivision of the State created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said County, and that said instrument was signed and sealed on behalf of said County by authority and resolution of its Board of Supervisors, and said Chairperson and County Auditor acknowledged said instrument to be the free act and deed of said County by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Agreement for Private Development – Polk County, Iowa]

(SEAL)

CITY OF POLK CITY, IOWA

By: _____
Jason Morse, Mayor

ATTEST:

By: _____
Jenny Gibbons, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this _____ day of _____, 2019, before me a Notary Public in and for said State, personally appeared Jason Morse and Jenny Gibbons, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Polk City, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Agreement for Private Development – City of Polk City, Iowa]

MJR DEVELOPMENTS, L.L.C.,
an Iowa limited liability company

By: _____
Jarrod Ruckle, President

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this _____ day of _____, 2019, before me the undersigned, a Notary Public in and for said State, personally appeared Jarrod Ruckle, to me personally known, who, being by me duly sworn, did say that he is the President of MJR Developments, L.L.C., and that said instrument was signed on behalf of said limited liability company; and that the said Jarrod Ruckle, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

Notary Public in and for said State

[Signature page to Agreement for Private Development – MJR Developments, L.L.C.]

EXHIBIT A
DEVELOPMENT PROPERTY

The Development Property is described as consisting of all that certain parcel or parcels of land located in the City of Polk City, County of Polk, State of Iowa, more particularly described as follows:

Phase 1 of Big Creek Valley, the Property that will be platted as Lots 1-13 and 44-65 of Big Creek Valley Plat 1, which is legally described as follows:

A PORTION OF OUTLOT 'F' AND PARCEL 'C' OF LOT 1 IN TOURNAMENT CLUB OF IOWA PLAT 1 AN OFFICIAL PLAT, ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF POLK CITY, POLK COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE PORTION OF SAID OUTLOT 'F' ADJACENT TO NW HUGG DRIVE;
THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF NW HUGG DRIVE, ALONG A CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 741.85 FEET, A DISTANCE OF 283.83 FEET, WHOSE CHORD BEARS S 69°58'29" E, 282.10 FEET;
THENCE S 77°52'31" E, A DISTANCE OF 427.82 FEET;
THENCE S 12°23'17" W, A DISTANCE OF 329.14 FEET;
THENCE N 77°52'13" W, A DISTANCE OF 72.49 FEET;
THENCE N 31°57'53" W, A DISTANCE OF 179.74 FEET;
THENCE S 19°47'02" E, A DISTANCE OF 91.63 FEET TO A CURVE CONCAVE WESTERLY WITH A RADIUS OF 240.00 FEET;
THENCE ALONG SAID CURVE A DISTANCE OF 185.25 FEET, WHOSE CHORD BEARS S 02°19'44" W, 180.69 FEET;
THENCE S 09°18'03" E, A DISTANCE OF 180.65 FEET;
THENCE S 41°14'02" W, A DISTANCE OF 282.28 FEET;
THENCE S 52°41'02" W, A DISTANCE OF 229.27 FEET;
THENCE S 60°56'31" W, A DISTANCE OF 280.39 FEET;
THENCE S 76°59'46" W, A DISTANCE OF 286.66 FEET;
THENCE S 81°58'46" W, A DISTANCE OF 73.90 FEET;
THENCE S 88°56'00" W, A DISTANCE OF 219.21 FEET;
THENCE N 27°03'38" E, A DISTANCE OF 191.73 FEET TO A CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 60.00 FEET;
THENCE ALONG SAID CURVE A DISTANCE OF 34.75 FEET, WHOSE CHORD BEARS N 65°03'01" W, 34.27 FEET;
THENCE S 27°03'38" W, A DISTANCE OF 84.53 FEET;
THENCE S 89°55'17" W, A DISTANCE OF 22.47 FEET;

THENCE S 27°03'38" W, A DISTANCE OF 124.68 FEET;
THENCE S 88°56'00" W, A DISTANCE OF 8.34 FEET;
THENCE N 34°16'45" W, A DISTANCE OF 268.00 FEET;
THENCE N 44°17'59" E, A DISTANCE OF 413.74 FEET;
THENCE N 37°39'32" E, A DISTANCE OF 60.03 FEET;
THENCE N 39°44'47" E, A DISTANCE OF 259.23 FEET TO A CURVE CONCAVE
NORTHEASTERLY WITH A RADIUS OF 130.00 FEET;
THENCE ALONG SAID CURVE A DISTANCE OF 35.49 FEET, WHOSE CHORD BEARS S
44°46'54" E, 35.38 FEET;
THENCE S 52°36'09" E, A DISTANCE OF 125.36 FEET;
THENCE S 37°23'51" W, A DISTANCE OF 40.00 FEET;
THENCE S 52°36'09" E, A DISTANCE OF 47.64 FEET TO A CURVE CONCAVE
NORTHERLY WITH A RADIUS OF 210.00 FEET;
THENCE ALONG SAID CURVE A DISTANCE OF 302.11 FEET, WHOSE CHORD BEARS
N 86°11'02" E, 276.72 FEET;
THENCE N 44°58'13" E, A DISTANCE OF 337.19 FEET;
THENCE S 72°47'06" E, A DISTANCE OF 197.68 FEET TO A CURVE CONCAVE
WESTERLY WITH A RADIUS OF 180.00 FEET;
THENCE ALONG SAID CURVE A DISTANCE OF 106.94 FEET, WHOSE CHORD BEARS
N 02°45'56" W, 105.38 FEET;
THENCE N 19°47'02" W, A DISTANCE OF 121.20 FEET TO A CURVE CONCAVE
EASTERLY WITH A RADIUS OF 180.00 FEET;
THENCE ALONG SAID CURVE A DISTANCE OF 27.13 FEET, WHOSE CHORD BEARS
N 15°27'59" W, 27.10 FEET;
THENCE N 84°42'10" W, A DISTANCE OF 146.64 FEET TO A CURVE CONCAVE
NORTHERLY WITH A RADIUS OF 941.85 FEET;
THENCE ALONG SAID CURVE A DISTANCE OF 273.68 FEET, WHOSE CHORD BEARS
N 72°12'24" W, 272.71 FEET;
THENCE N 19°12'38" W, A DISTANCE OF 104.04 FEET;
THENCE N 30°59'09" E, A DISTANCE OF 130.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 19.298 ACRES (840,607 SQUARE FEET) MORE OR LESS.

EXHIBIT B
MINIMUM IMPROVEMENTS AND PUBLIC IMPROVEMENTS

The Minimum Improvements shall consist of the construction of the first phase of a single-family housing project together with related site improvements for the Big Creek Valley Subdivision Plat 1 as shown in the Construction Plans, which shall conform to the Preliminary Plat approved by the City for the Development Property and attached as Exhibit B-1. The first phase of the Big Creek Valley Subdivision Plat 1 shall consist of approximately thirty-five (35) Housing Units on approximately 20 acres which will be served by the Public Improvements.

The Public Improvements shall consist of certain infrastructure improvements including, but not limited to, streets, water mains, storm sewer, and sanitary sewer within the right-of-way to be dedicated to the City. See Exhibit B-1 and the Construction Plans for the location of parcels for individual Housing Units and for specific descriptions and locations of the Public Improvements. More specifically, the Public Improvements shall include all planned infrastructure to support the development of Big Creek Valley Subdivision Plat 1 as developed and approved by the City for development of the 35 lots, Phase I, in Big Creek Valley Subdivision Plat 1. This summary includes but is not limited to; street lights and electrical service extension, gas main extension, installation of Timber Valley Circle, installation of that portion of Timber Valley Drive located within the limits of Big Creek Valley Subdivision Plat 1, grading as required for water detention, approximately 3,600' of storm sewer, approximately 2,100' of sanitary sewer, and approximately 400' of water main.

EXHIBIT C
CERTIFICATE OF COMPLETION OF PUBLIC IMPROVEMENTS

WHEREAS, Polk County, Iowa (“County”), the City of Polk City, Iowa (“City”) and MJR Developments, L.L.C., an Iowa limited liability company, having an office for the transaction of business at 1425 NW Hugg Dr., Polk City, IA 50226 (“Developer”), did on or about the ____ day of _____, 2019, make, execute and deliver, each to the other, an Agreement for Private Development (“Agreement”), wherein and whereby the Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

Phase 1 of Big Creek Valley, the Property that will be platted as Lots 1-13 and 44-65 of Big Creek Valley Plat 1, which is legally described as follows;

A PORTION OF OUTLOT 'F' AND PARCEL 'C' OF LOT 1 IN TOURNAMENT CLUB OF IOWA PLAT 1 AN OFFICIAL PLAT, ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF POLK CITY, POLK COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE PORTION OF SAID OUTLOT ‘F’ ADJACENT TO NW HUGG DRIVE;
THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF NW HUGG DRIVE, ALONG A CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 741.85 FEET, A DISTANCE OF 283.83 FEET, WHOSE CHORD BEARS S 69°58’29” E, 282.10 FEET;
THENCE S 77°52’31” E, A DISTANCE OF 427.82 FEET;
THENCE S 12°23’17” W, A DISTANCE OF 329.14 FEET;
THENCE N 77°52’13” W, A DISTANCE OF 72.49 FEET;
THENCE N 31°57’53” W, A DISTANCE OF 179.74 FEET;
THENCE S 19°47’02” E, A DISTANCE OF 91.63 FEET TO A CURVE CONCAVE WESTERLY WITH A RADIUS OF 240.00 FEET;
THENCE ALONG SAID CURVE A DISTANCE OF 185.25 FEET, WHOSE CHORD BEARS S 02°19’44” W, 180.69 FEET;
THENCE S 09°18’03” E, A DISTANCE OF 180.65 FEET;
THENCE S 41°14’02” W, A DISTANCE OF 282.28 FEET;
THENCE S 52°41’02” W, A DISTANCE OF 229.27 FEET;
THENCE S 60°56’31” W, A DISTANCE OF 280.39 FEET;
THENCE S 76°59’46” W, A DISTANCE OF 286.66 FEET;
THENCE S 81°58’46” W, A DISTANCE OF 73.90 FEET;
THENCE S 88°56’00” W, A DISTANCE OF 219.21 FEET;
THENCE N 27°03’38” E, A DISTANCE OF 191.73 FEET TO A CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 60.00 FEET;

THENCE ALONG SAID CURVE A DISTANCE OF 34.75 FEET, WHOSE CHORD BEARS
N 65°03'01" W, 34.27 FEET;
THENCE S 27°03'38" W, A DISTANCE OF 84.53 FEET;
THENCE S 89°55'17" W, A DISTANCE OF 22.47 FEET;
THENCE S 27°03'38" W, A DISTANCE OF 124.68 FEET;
THENCE S 88°56'00" W, A DISTANCE OF 8.34 FEET;
THENCE N 34°16'45" W, A DISTANCE OF 268.00 FEET;
THENCE N 44°17'59" E, A DISTANCE OF 413.74 FEET;
THENCE N 37°39'32" E, A DISTANCE OF 60.03 FEET;
THENCE N 39°44'47" E, A DISTANCE OF 259.23 FEET TO A CURVE CONCAVE
NORTHEASTERLY WITH A RADIUS OF 130.00 FEET;
THENCE ALONG SAID CURVE A DISTANCE OF 35.49 FEET, WHOSE CHORD BEARS S
44°46'54" E, 35.38 FEET;
THENCE S 52°36'09" E, A DISTANCE OF 125.36 FEET;
THENCE S 37°23'51" W, A DISTANCE OF 40.00 FEET;
THENCE S 52°36'09" E, A DISTANCE OF 47.64 FEET TO A CURVE CONCAVE
NORTHERLY WITH A RADIUS OF 210.00 FEET;
THENCE ALONG SAID CURVE A DISTANCE OF 302.11 FEET, WHOSE CHORD BEARS
N 86°11'02" E, 276.72 FEET;
THENCE N 44°58'13" E, A DISTANCE OF 337.19 FEET;
THENCE S 72°47'06" E, A DISTANCE OF 197.68 FEET TO A CURVE CONCAVE
WESTERLY WITH A RADIUS OF 180.00 FEET;
THENCE ALONG SAID CURVE A DISTANCE OF 106.94 FEET, WHOSE CHORD BEARS
N 02°45'56" W, 105.38 FEET;
THENCE N 19°47'02" W, A DISTANCE OF 121.20 FEET TO A CURVE CONCAVE
EASTERLY WITH A RADIUS OF 180.00 FEET;
THENCE ALONG SAID CURVE A DISTANCE OF 27.13 FEET, WHOSE CHORD BEARS
N 15°27'59" W, 27.10 FEET;
THENCE N 84°42'10" W, A DISTANCE OF 146.64 FEET TO A CURVE CONCAVE
NORTHERLY WITH A RADIUS OF 941.85 FEET;
THENCE ALONG SAID CURVE A DISTANCE OF 273.68 FEET, WHOSE CHORD BEARS
N 72°12'24" W, 272.71 FEET;
THENCE N 19°12'38" W, A DISTANCE OF 104.04 FEET;
THENCE N 30°59'09" E, A DISTANCE OF 130.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 19.298 ACRES (840,607 SQUARE FEET) MORE OR LESS.

(the "Development Property"); and

WHEREAS, the Agreement incorporated and contained certain covenants and restrictions with respect to the development of the Development Property, and obligated the Developer to construct certain Public Improvements (as defined therein) in accordance with the Agreement; and

WHEREAS, the Developer has to the present date performed said covenants and conditions insofar as they relate to the construction of said Public Improvements in a manner deemed by the City to be in conformance with the approved building plans to permit the execution and recording of this certification.

NOW, THEREFORE, pursuant to Section 3.4 of the Agreement, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of the Developer, and its successors and assigns, to construct the Public Improvements on the Development Property have been completed and performed by the Developer and are hereby released absolutely and forever terminated insofar as they apply to the land described herein. The County Recorder of Polk County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of said Agreement with respect to the construction of the Public Improvements on the Development Property.

All other provisions of the Agreement shall otherwise remain in full force and effect until termination as provided therein.

[Remainder of this page intentionally left blank. Signature pages to follow.]

(SEAL)

CITY OF POLK CITY, IOWA

By: _____
Jason Morse, Mayor

ATTEST:

By: _____
Jenny Gibbons, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this _____ day of _____, 2019, before me a Notary Public in and for said State, personally appeared Jason Morse and Jenny Gibbons, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Polk City, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Certificate of Completion – City of Polk City, Iowa]

EXHIBIT D
MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, Polk County, Iowa (“County”), the City of Polk City, Iowa (“City”) and MJR Developments, L.L.C., an Iowa limited liability company, having an office for the transaction of business at 1425 NW Hugg Dr., Polk City, IA 50226 (“Developer”), did on or about the ____ day of _____, 2019 make, execute and deliver an Agreement for Private Development (“Agreement”), wherein and whereby the Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

Phase 1 of Big Creek Valley, the Property that will be platted as Lots 1-13 and 44-65 of Big Creek Valley Plat 1, which is legally described as follows;

A PORTION OF OUTLOT 'F' AND PARCEL 'C' OF LOT 1 IN TOURNAMENT CLUB OF IOWA PLAT 1 AN OFFICIAL PLAT, ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF POLK CITY, POLK COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE PORTION OF SAID OUTLOT ‘F’ ADJACENT TO NW HUGG DRIVE;
THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF NW HUGG DRIVE, ALONG A CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 741.85 FEET, A DISTANCE OF 283.83 FEET, WHOSE CHORD BEARS S 69°58’29” E, 282.10 FEET;
THENCE S 77°52’31” E, A DISTANCE OF 427.82 FEET;
THENCE S 12°23’17” W, A DISTANCE OF 329.14 FEET;
THENCE N 77°52’13” W, A DISTANCE OF 72.49 FEET;
THENCE N 31°57’53” W, A DISTANCE OF 179.74 FEET;
THENCE S 19°47’02” E, A DISTANCE OF 91.63 FEET TO A CURVE CONCAVE WESTERLY WITH A RADIUS OF 240.00 FEET;
THENCE ALONG SAID CURVE A DISTANCE OF 185.25 FEET, WHOSE CHORD BEARS S 02°19’44” W, 180.69 FEET;
THENCE S 09°18’03” E, A DISTANCE OF 180.65 FEET;
THENCE S 41°14’02” W, A DISTANCE OF 282.28 FEET;
THENCE S 52°41’02” W, A DISTANCE OF 229.27 FEET;
THENCE S 60°56’31” W, A DISTANCE OF 280.39 FEET;
THENCE S 76°59’46” W, A DISTANCE OF 286.66 FEET;
THENCE S 81°58’46” W, A DISTANCE OF 73.90 FEET;
THENCE S 88°56’00” W, A DISTANCE OF 219.21 FEET;
THENCE N 27°03’38” E, A DISTANCE OF 191.73 FEET TO A CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 60.00 FEET;

THENCE ALONG SAID CURVE A DISTANCE OF 34.75 FEET, WHOSE CHORD BEARS
N 65°03'01" W, 34.27 FEET;
THENCE S 27°03'38" W, A DISTANCE OF 84.53 FEET;
THENCE S 89°55'17" W, A DISTANCE OF 22.47 FEET;
THENCE S 27°03'38" W, A DISTANCE OF 124.68 FEET;
THENCE S 88°56'00" W, A DISTANCE OF 8.34 FEET;
THENCE N 34°16'45" W, A DISTANCE OF 268.00 FEET;
THENCE N 44°17'59" E, A DISTANCE OF 413.74 FEET;
THENCE N 37°39'32" E, A DISTANCE OF 60.03 FEET;
THENCE N 39°44'47" E, A DISTANCE OF 259.23 FEET TO A CURVE CONCAVE
NORTHEASTERLY WITH A RADIUS OF 130.00 FEET;
THENCE ALONG SAID CURVE A DISTANCE OF 35.49 FEET, WHOSE CHORD BEARS S
44°46'54" E, 35.38 FEET;
THENCE S 52°36'09" E, A DISTANCE OF 125.36 FEET;
THENCE S 37°23'51" W, A DISTANCE OF 40.00 FEET;
THENCE S 52°36'09" E, A DISTANCE OF 47.64 FEET TO A CURVE CONCAVE
NORTHERLY WITH A RADIUS OF 210.00 FEET;
THENCE ALONG SAID CURVE A DISTANCE OF 302.11 FEET, WHOSE CHORD BEARS
N 86°11'02" E, 276.72 FEET;
THENCE N 44°58'13" E, A DISTANCE OF 337.19 FEET;
THENCE S 72°47'06" E, A DISTANCE OF 197.68 FEET TO A CURVE CONCAVE
WESTERLY WITH A RADIUS OF 180.00 FEET;
THENCE ALONG SAID CURVE A DISTANCE OF 106.94 FEET, WHOSE CHORD BEARS
N 02°45'56" W, 105.38 FEET;
THENCE N 19°47'02" W, A DISTANCE OF 121.20 FEET TO A CURVE CONCAVE
EASTERLY WITH A RADIUS OF 180.00 FEET;
THENCE ALONG SAID CURVE A DISTANCE OF 27.13 FEET, WHOSE CHORD BEARS
N 15°27'59" W, 27.10 FEET;
THENCE N 84°42'10" W, A DISTANCE OF 146.64 FEET TO A CURVE CONCAVE
NORTHERLY WITH A RADIUS OF 941.85 FEET;
THENCE ALONG SAID CURVE A DISTANCE OF 273.68 FEET, WHOSE CHORD BEARS
N 72°12'24" W, 272.71 FEET;
THENCE N 19°12'38" W, A DISTANCE OF 104.04 FEET;
THENCE N 30°59'09" E, A DISTANCE OF 130.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 19.298 ACRES (840,607 SQUARE FEET) MORE OR LESS.

(the "Development Property"); and

WHEREAS, the term of this Agreement shall commence on the ____ day of _____, 2019 and terminate on the Termination Date, as set forth in the Agreement; and

WHEREAS, the County, City and Developer desire to record a Memorandum of the Agreement referring to the Development Property and their respective interests therein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting development and use of the Development Property and the improvements located and operated on such Development Property.

2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement for Private Development made a part hereof by reference, and that anyone making any claim against any of said Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

3. That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the County Auditor, 111 Court Avenue, Room 230, Des Moines, IA 50309.

IN WITNESS WHEREOF, the County, City and Developer have executed this Memorandum of Agreement for Private Development as of the ____ day of _____, 2019.

[Remainder of this page intentionally left blank. Signature pages to follow.]

(SEAL)

POLK COUNTY, IOWA

By: _____
Tom Hockensmith, Chairperson

ATTEST:

By: _____
Jamie Fitzgerald, County Auditor

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this _____ day of _____, 2019, before me a Notary Public in and for said State, personally appeared Tom Hockensmith and Jamie Fitzgerald, to me personally known, who being duly sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor, respectively, of Polk County, Iowa, a political subdivision of the State created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said County, and that said instrument was signed and sealed on behalf of said County by authority and resolution of its Board of Supervisors, and said Chairperson and County Auditor acknowledged said instrument to be the free act and deed of said County by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Memorandum of Agreement for Private Development – Polk County, Iowa]

(SEAL)

CITY OF POLK CITY, IOWA

By: _____
Jason Morse, Mayor

ATTEST:

By: _____
Jenny Gibbons, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this _____ day of _____, 2019, before me a Notary Public in and for said State, personally appeared Jason Morse and Jenny Gibbons, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Polk City, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Memorandum of Agreement for Private Development – City of Polk City, Iowa]

MJR DEVELOPMENTS, L.L.C.,
an Iowa limited liability company

By: _____
Jarrod Ruckle, President

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this _____ day of _____, 2019, before me the undersigned, a Notary Public in and for said State, personally appeared Jarrod Ruckle, to me personally known, who, being by me duly sworn, did say that he is the President of MJR Developments, L.L.C., and that said instrument was signed on behalf of said limited liability company; and that the said Jarrod Ruckle, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

Notary Public in and for said State

[Signature page to Memorandum of Agreement for Private Development – MJR Developments, L.L.C.]

EXHIBIT E
DEVELOPER CERTIFICATION OF COSTS OF PUBLIC IMPROVEMENTS IN BIG CREEK
VALLEY SUBDIVISION PLAT 1

MJR Developments, L.L.C., an Iowa limited liability company (“Developer”) certifies, under penalty of perjury under the laws of the State of Iowa, that the Qualified Costs and Expenses shown on the table below were/are the actual expenses incurred by the Developer for the Public Improvements that are the subject of an Agreement for Private Development entered into the ____ day of _____, 2019 between Polk County, Iowa, the City of Polk City, Iowa and the Developer (“Agreement”). The Developer certifies that no expenses claimed or shown on this table relate to personal or unallowable expenses. In the event of an overpayment by the County for expenses not actually incurred, or if payment was received from another source for any portion of the expenses claimed, the Developer assumes responsibility for repaying the County in full for those expenses.

Certified Costs of Public Improvements*					
Project Cost Category	Streets	Water Mains	Storm Sewer	Sanitary Sewer	Miscellaneous
Invoice description and cost					
Invoice description and cost					
Invoice description and cost					
Invoice description and cost					
Invoice description and cost					
Invoice description and cost					
Invoice description and cost					
Invoice description and cost					
Total Cost per category					

If you need additional space please attach another table.

***Attach actual receipts and invoices**

Address to or deliver personally to Polk County, Iowa, 111 Court Avenue, Des Moines, IA 50309; Attn: County Administrator.

[Remainder of this page intentionally left blank. Signature page to follow.]

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct.

MJR DEVELOPMENTS, L.L.C.,
an Iowa limited liability company

By: _____
Jarrod Ruckle, President

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this _____ day of _____, 20____, before me the undersigned, a Notary Public in and for said State, personally appeared Jarrod Ruckle, to me personally known, who, being by me duly sworn, did say that he is the President of MJR Developments, L.L.C., and that said instrument was signed on behalf of said limited liability company; and that the said Jarrod Ruckle, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

Notary Public in and for said State

[Signature page to Developer Certification of Costs – MJR Developments, L.L.C.]

EXHIBIT F
DEVELOPER'S REQUEST FOR COUNTY CERTIFICATION
FOR TAX INCREMENT FROM DEVELOPMENT PROPERTY

Developer must file this Request for County Certification by October 1 of the year in which it requests that the County certify its request for Tax Increment to the County by December 1 (but in no event shall this Exhibit F be submitted to the County after October 1, 2023). Please note, the County will certify in the year Developer submits this form. **The County's certification will set the base year and start the time for expiration for this portion of the Urban Renewal Area.** If Developer has any questions regarding the timing of the submission of this form, it should seek legal counsel of its choosing.

The Developer requests that the County certify its request for Tax Increment to the County by December 1, 20____ for the first phase of the Big Creek Valley Subdivision Plat 1:

(check yes or no): yes _____ no _____.

Signed this _____ day of _____, 20__.

MJR DEVELOPMENTS, L.L.C.,
an Iowa limited liability company

By: _____
Jarrod Ruckle, President

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this _____ day of _____, 20__, before me the undersigned, a Notary Public in and for said State, personally appeared Jarrod Ruckle, to me personally known, who, being by me duly sworn, did say that he is the President of MJR Developments, L.L.C., and that said instrument was signed on behalf of said limited liability company; and that the said Jarrod Ruckle, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

Notary Public in and for said State

Address to or deliver personally to Polk County, Iowa, 111 Court Avenue, Des Moines, IA 50309; Attn: County Administrator.

[Signature page to Developer's Request for County Certification – MJR Developments, L.L.C.]

Project Name: _____

EXHIBIT G
FORM OF PERFORMANCE AND MAINTENANCE BOND

SURETY BOND NO. _____

PERFORMANCE AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal (hereinafter the “Contractor” or “Principal”) and _____, as Surety are held and firmly bound unto the **City of Polk City, Iowa**, as Obligee (hereinafter referred to as “the Owner”), and to all persons who may be injured by any breach of any of the conditions of this Bond in the amount of sum of _____ DOLLARS (\$ _____), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the ___ day of _____, _____, (hereinafter the “Contract”) wherein said Contractor undertakes and agrees to construct the following described improvements:

Public Improvements means the infrastructure improvements to be completed by Developer on the Development Property under this Agreement which will be dedicated to the City, including but not limited to streets, water mains, storm sewer, gas and electric utilities and sanitary sewer within the right-of-way to be dedicated to the City as described and depicted in the Construction Plans, Exhibit B and Exhibit B-1 attached to this Agreement.

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill and abide by each and every covenant, condition and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor’s default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under

Project Name: _____

the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

2. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of four (4) years from the date of acceptance of the work under the Contract, regardless of cause.
 - B. To keep all work in continuous good repair; and
 - C. To pay the Owner's reasonable costs of monitoring and inspecting to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's or Surety's failure to remedy any defect as required by this section.

3. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
 - A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent of the total contract price, and that this bond shall then be released as to such excess increase; and
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred

Project Name: _____

by the Owner including interest, benefits and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself with respect to any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be the Iowa District Court for Polk County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to the Owner, by law. The Owner may proceed against Surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

The Contractor, the Surety and Owner agree that any and all defects that may develop in the work to be performed under the Contract or Contract Documents within the period of four (4) years from the date of acceptance of work under the Contract shall be conclusively presumed to be a result of defects in workmanship or materials used in the performance of the Contract and this presumption can only be overcome by the Contractor or the Surety establishing that the defect is the result of some other cause, by clear, convincing and satisfactory evidence. Evidence is clear, convincing and satisfactory if there is no serious or substantial uncertainty about the conclusion to be drawn from it.

Notwithstanding any language contained in the Contract, the Contract Document or herein to the contrary, within 5 days of receipt of Notice of Default and Demand for Payment

Project Name: _____

from Owner, the Surety shall make payment to the Owner in the full amount demanded (up to the full amount of this Bond), without question, without reservation or regard to the Principle's position regard to the merits of the Owner's Notice of Default and Demand for Payment, and without regard to the Principal's claim, if any, against the Owner. Any failure to tender said payment within said time period shall constitute a willful violation of this Bond by the Surety. In the event that the payment is not made within 5 days of receipt of Notice of Default and Demand for Payment, the Surety and the Principal shall be jointly and severally responsible to Owner or the amount demanded in the Notice of Default and Demand for Payment (up to the full amount of the bond) and all the Owner's "outlay and expense" and costs, including but not limited to attorney fees, resulting from or associated with any collection activities and any litigation related to the Bond, the Contract or Contract Documents, or against the Principle or the Surety.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all of the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a word, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project Name: _____

Witness our hands, in triplicate, this _____ day of _____, 20__.

<p>Surety Countersigned By:</p> <p>_____</p> <p>Signature of Agent</p> <p>_____</p> <p>Name of Resident Commission Agent</p> <p>_____</p> <p>Company Name</p> <p>_____</p> <p>Company Address</p> <p>_____</p> <p>City, State, Zip Code</p> <p>_____</p> <p>Company Telephone Number</p> <p>_____</p> <p>FORM APPROVED BY:</p> <p>_____</p> <p>Attorney for Owner</p>	<p>PRINCIPAL:</p> <p>_____</p> <p>Contractor</p> <p>By: _____</p> <p>Signature</p> <p>_____</p> <p>Title</p> <p>SURETY:</p> <p>_____</p> <p>Surety Company</p> <p>By: _____</p> <p>Signature Attorney-in-Fact/Officer</p> <p>_____</p> <p>Name of Attorney-in-Fact/Officer</p> <p>_____</p> <p>Company Name</p> <p>_____</p> <p>Company Address</p> <p>_____</p> <p>City, State, Zip Code</p> <p>_____</p> <p>Company Telephone Number</p>
---	--

Note:

1. All signatures on this performance, maintenance & payment bond must be original signatures in ink; copies or facsimile of any signature will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.

01574456-1\19044-122



CASEY'S GENERAL STORES, INC.

P.O. Box 3001 • One SE Convenience Blvd • Ankeny, Iowa • 50021-8045 • 515-965-6100

Sender's Direct-Dial Telephone Number: 515-446-6822
E-mail Address: amy.costello@caseys.com
Fax Number: 515-965-6160

March 27, 2019

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

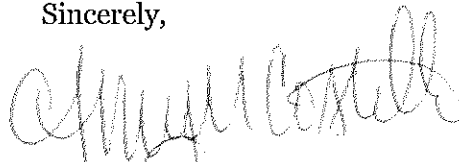
**RE: Civil Penalty Imposed on
Casey's General Store, Inc.
1100 S. 3rd Street
Polk City, IA**

Dear Ms. Beattie:

Enclosed is the original of the signed Acknowledgment / Settlement Agreement, as well as Casey's check in the amount of \$300.00. Said amount was assessed as a penalty against the Polk City, Iowa Casey's General Store for an alleged sale of tobacco to a minor that reportedly occurred on or about December 29, 2018.

It is my understanding that the payment of this penalty will result in the closure of this case. If my understanding is incorrect or you have further matters you need to discuss, please feel free to contact me at my direct-dial number of 515-446-6822.

Sincerely,



Amy M. Costello
Legal Counsel

AMC:amh
Enclosures

**ORDER ACCEPTING
ACKNOWLEDGMENT/SETTLEMENT AGREEMENT**

IN RE:	:	
	:	
Permit Holder:	:	
Casey's General Store #1144	:	FIRST VIOLATION
1100 South 3rd Street	:	
Polk City, Iowa	:	
	:	

NOW ON THIS the 8th day of April 2019, in lieu of a public hearing on the matter, the Polk City City Council approves the attached Acknowledgment/ Settlement Agreement between the above captioned Permit Holder and the City of Polk City.

WHEREFORE, the Polk City City Council **FINDS** that the above captioned Permit Holder has remitted to the City of Polk City a civil penalty in the amount of Three Hundred (\$300.00). Be advised that this sanction will count as a First Violation of Iowa Code Section 453A.2(1), pursuant to Iowa Code Section 453A.22(2)(b).

IT IS THEREFORE ORDERED that the judgment in this matter is hereby satisfied.

Dated at Polk City, Iowa, the 8th day of April 2019.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk

Copies to:
Amy S. Beattie
BRICK, GENTRY, BOWERS, SWARTZ & LEVIS, P.C.
6701 Westown Parkway, Suite 100
West Des Moines, Iowa 50266
Telephone: (515) 274-1450
Fax: (515) 274-1488
E-mail: amy.beattie@brickgentrylaw.com

ACKNOWLEDGMENT/SETTLEMENT AGREEMENT

IN RE: ;
; ;
Permit Holder: ;
Casey's General Store ; FIRST VIOLATION
1100 South 3rd Street ;
Polk City, IA ;

We hereby knowingly and voluntarily acknowledge that we have received the Notice of Hearing and the Hearing Complaint filed against us in the above-captioned case. We hereby knowingly and voluntarily acknowledge the facts and allegations contained in the Hearing Complaint, attached hereto and incorporated herein by reference, and knowingly and voluntarily admit that the same are true and correct. We hereby knowingly and voluntarily waive hearing and submit to the statutory penalties prescribed by Iowa law. We understand that this penalty will count as an official "First Violation" of Iowa Code Section 453A.2 pursuant to Iowa Code Section 453A.22. We have enclosed a check for the amount of \$300.00 made payable to the "City of Polk City" to settle the above-referenced Hearing Complaint. In signing below, I hereby certify that I have the authority to bind the above-named Permit Holder.

By: 
Title: Amy M. Costello, Legal Counsel

On behalf of Permit Holder: Casey's General Store #1144
1100 South 3rd Street
Polk City, IA

If you decide to sign this Acknowledgment/Settlement Agreement and waive your appearance at a hearing, this document, properly signed and dated, along with your \$300.00 check made payable to the "City of Polk City", must be returned to:

Amy S. Beattie
BRICK, GENTRY, BOWERS, SWARTZ & LEVIS, P.C.
6701 Westown Parkway, Suite 100

FY19 3rd Quarter Stats	FY2019	FY2018	FY2017
Total Visitors	6,223	5,861	5,396
People Checking Out	1,259	987	996
Polk City Cardholders	1,110	864	875
Polk City Checkouts	11,328	7,162	8,186
Open Access Cardholders	54	82	80
Open Access Checkouts	487	648	763
Rural Cardholders	95	41	41
Rural Checkouts	878	356	560
Auto Renewals (began September 2018)	2,480	NA	NA
Total Checkouts (incl. Bridges)	13,329	9,354	9,509
Total Checkouts (adjusted for Auto Renewal)	10,849	9,354	9,509
Bridges E-book/Audiobook Checkouts	1,508	1,241	733
Incoming ILL Books	125	72	87
Outgoing ILL Books	108	111	119
Reserves Placed	639	461	456
Materials Added	615	610	441
Materials Withdrawn	1,000	613	1,427
New Cards Issued	65	63	40
Computer Users	232	296	225
WiFi Users (on site)	125	206	209
Reference Questions	553	589	673
AWE Station Usage	348	error	587
AWE Games Played	945	error	844
Adult Programs	64	58	60
Adult Program Attendance	437	462	428
Youth Programs	36	54	48
Youth Program Attendance	1,042	821	1,113
Tutoring	56	75	NA
No. of Meeting Room Uses by Outside Groups	15	12	8
Patron Savings	\$150,372.00	\$117,788.00	\$129,818.00
Blank Park Zoo Adventure Pass (\$44)	6		
Science Center of Iowa Adventure Pass (\$40)	16		
Living History Farms Adventure Pass (\$49.50)	0		
Botanical Gardens Adventure Pass (\$34)	5		
Brenton Skating Plaza (\$46.50)	10		

TOTAL ADVENTURE PASS SAVINGS	\$1,539.00	
Summer Reading Signups (0-11)		
Summer Reading Signups (12-18)		
Adult Reading Participation		

LIBRARY -MARCH 2019 STATS SNAPSHOT	March 2018	March 2019	February 2019
Total Visitors	2,367	2,429	1,706
People Checking Out	381	468	382
Polk City Cardholders	334	407	338
Polk City Checkouts	2,906	3,759	3,316
Open Access Cardholders	29	24	14
Open Access Checkouts	265	219	128
Rural Cardholders	18	37	30
Rural Checkouts	180	387	238
Auto Renewals (began in September)	NA	797	811
Total Checkouts (incl. Bridges)	3,859	4,868	4,122
Total Checkouts (adjusted for auto-renewal)	3,859	4,071	3,311
Bridges E-book/Audiobook Checkouts	508	503	440
Incoming ILL Books	27	29	43
Outgoing ILL Books	46	36	38
Reserves Placed	191	229	173
Materials Added	324	174	196
Materials Withdrawn	39	42	261
New Cards Issued	34	25	24
Computer Users	114	96	71
WiFi Users (on site)	64	52	28
Reference Questions	233	250	158
AWE Station Usage	error	149	95
AWE Games Played	error	413	224
Adult Programs	19	23	19
Adult Program Attendance	201	152	97
Youth Programs	21	13	12
Youth Program Attendance	323	504	235
Tutoring	28	20	21
No. of Meeting Room Uses by Outside Groups	5	6	1
Patron Savings (physical materials only)	\$46,733.00	\$53,018	\$43,709
Blank Park Zoo Adventure Pass (\$44)		6	0
Science Center of Iowa Adventure Pass (\$40)		10	0
Living History Farms Adventure Pass (\$49.50)		0	0
Botanical Gardens Adventure Pass (\$34)		2	1
Brenton Skating Plaza (\$46.50)		0	4
TOTAL ADVENTURE PASS SAVINGS		\$732	\$220
Summer Reading Signups (0-11)			
Summer Reading Signups (12-18)			
Adult Reading Participation			

Library Director's Report

March 2019

Library Statistics:

- Circulation and library usage continues to increase
 - March 2019 circulation was 212 higher than March 2018 when accounting for auto-renewal.
 - The number of patrons visiting the library was up 62 people from last March.
 - Adventure Pass stats: 18 Adventure Passes were used in March saving patrons \$732.
 - Library Patrons saved \$53,018 in March by borrowing materials from the library verses purchasing them.
- At the conclusion of the third quarter,
 - Circulation is up 1,494 compared to same time last year when adjusting for auto-renewal.
 - The number of patrons visiting the library is up 362 people from same time last year.
 - Library Patrons have saved \$150,372 compared to \$117,788 at the same time last year.
- The Adventure Pass has been used 226 times since it began in May 2018 saving patrons \$9,586.50.

What's New:

- A Centurion software trial has been installed on some of the patron computers. We have encountered many problems with Centurion and have decided not to pursue purchasing at this time. We will research other options.
- On March 28, Director Noack (along with directors from Ankeny and Altoona) met with representatives from the Polk County Board of Supervisors to discuss a new reimbursement contract. The current contract was extended for one year (FY2020). Meetings will continue during the next 6 months to determine new contract terms going forward.
- We had a great turnout for programs over Spring Break.
- The Friends of the Library did not get the IEEE STEM grant for which they applied.
- Library Trustees are being encouraged to see the movie "The Public" which opens on April 5 and focuses on the issues libraries face when serving the homeless population.
- April 7-13 is National Library Week:
 - Monday: Check out materials and choose a sweet treat
 - Tuesday: Free popcorn 12-7
 - Wednesday: Free coffee/tea/hot cocoa 10-4
 - Thursday: Check out a movie and get a free bag of microwave popcorn
 - Friday: Ice cream treats 3-5
- Applications for the temporary summer position are due April 17.
- Applications for summer reading volunteers are due May 1.
- April 3, Director Noack will have a volunteer/employment table at North Polk High School's Family Engagement Night.
- April 10, Director Noack will speak at the Polk City Chamber and Economic Development Lunch & Learn.
- April 10 is the quarterly Friends of the Library meeting.
- April 15, Director Noack will attend Grow with Google at the Des Moines Public Library to learn about using digital resources to empower your community.
- April 25, Director Noack will attend the ILA Spring Leadership Symposium in Mason City.
- I will have staff evaluations done by May 1, 2019. The Board will vote on FY20 salaries at June meeting.

Upcoming Programs:

- April 2 Family Bingo 4:00
- April 2 DIY Peep Wreath 6:00
- April 4 Cribbage 1:00
- April 4 Photo Club 7:00

- April 7-13 National Library Week
- April 9 Euchre 1:00
- April 9 Magic Tree House Book Club 4:00
- April 9 Adult Coloring 6:00
- April 10 Friends of the Library Meeting 6:30
- April 11 Welcome to Medicare (SHIIP) 6:00
- April 12 Story time at Polk City Nursing & Rehab
- April 15 Maker Monday
- April 16 Social Security Questions? 6:30
- April 22 DIY Card Crafting 6:00
- April 23 Big Nate Party 4:00
- April 25 Family Movie Night 6:00
- April 27 Mermaid Party 10:30
- April 30 How Iowa Met Baseball 6:30
- May 9 Iowa's Hidden Treasures 6:30
- May 31 Summer Reading Kick-Off on the Square 5:30

Polk City Water Department

Monthly Report

Month March

Year 2019

Total Water Pumped 11,167,920 Gallons
Monthly Daily Avg 360225 Gallons

Testing Results

- **SDWA Bacteriological Coliform Analysis** absent University Hygienic Lab.
Fecal Coliform Analysis- Sample incubated 35c for 48 hrs then examine for gas production. Gas production verifies presence of fecal coliform organisms.
- **Fluoride Analysis** .04 University Hygienic Lab.
A fluoride concentration of approx. 1mg/l in drinking water effectively reduces dental caries without harmful effects on health. MCL for fluoride is 4.0 mg/l.
Fluoride at Plant- Monthly Average .36 mg/l Polk City Lab.
Fluoride in System- Monthly Average .60 mg/l Polk City Lab.
- **Chlorine Free At Plant- Monthly Average** 1.39 mg/l Polk City Lab.
Chlorine Total at plant- Monthly Average 3.67 mg/l Polk City Lab.
Chlorine Free in System- Monthly Average .73 mg/l Polk City Lab.
Chlorine Total in System- Monthly Average 1.42 mg/l Polk City Lab.
Chlorine requirement is the quantity of chlorine that must be added to H₂O to achieve complete disinfection of pathogens and protozoa. Chlorine residuals will vary widely depending on organic loading. We also use chlorine to oxidize iron prior to filtration.
- **Iron Raw Water- Monthly Average** 5.55 mg/l Polk City Lab.
Iron Finish Water- Monthly Average .08 mg/l Polk City Lab.
Iron System Water- Monthly Average .04 mg/l Polk City Lab.
Iron occurs in rocks and minerals in the earth's crust. It's the 4th most abundant element respectively. Iron has no effect on human health; its main objection is aesthetics. Concentrations of Iron in finish H₂O should be between 0.03-0.06mg/l.
- **Manganese Raw Water- Monthly Average** .24 mg/l Polk City Lab.
Manganese Finish Water- Monthly Average .18 mg/l Polk City Lab.
Manganese System Water- Monthly Average .06 mg/l Polk City Lab.
Manganese also occurs in rocks and the earth's crust. It is the 7th most abundant element. Manganese is extremely difficult to remove. Concentrations of Manganese in finish H₂O should not exceed 0.05mg/l or black staining of plumbing fixtures may occur. No effect on human health.
- **pH Raw Water Monthly Average** 8.0 mg/l Polk City Lab.
pH Finish Water-Monthly Average 8.1 mg/l Polk City Lab.
pH System Water- Monthly Average 9.0 mg/l Polk City Lab.
pH scale ranges from 0-14 with 7 being considered neutral. Below 7 becomes corrosive to plumbing, above 7 tends to deposit minerals in plumbing. We add caustic soda to maintain proper pH, which should range between 7.5-7.9 in finish water.

Total Tests Performed- Polk City Lab _____

Total Hours to perform tests _____



Polk City Fire Department



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

Date: April 8, 2019

To: City Council
Cc: Mayor Morse, Lindsey Huber
From: Jim Mitchell, Fire Chief
Re: Fire Department Staff Update

- It is with heavy heart that I inform you of the retirement of Tim Cory. Tim has been contemplating retirement since June 2018. Tim has been a great asset to the City of Polk City and will be missed. We will provide Tim with an open house at a date to be determined. Please thank Tim for his service, if you see him. See attached "Retirement Letter".
- We have a paid-on-call position offer to James Conner McKinstry. Connor is a Polk City resident and a senior at North Polk interested in a career in the fire service. Connor is 18 year old and is passionate about being a Polk City Firefighter/EMT. Connor's beginning pay will be \$11.28 per hour for a paid-on-call rate and \$12.29 per hour for a part-time rate. Please approve Connor as a member of the Polk City Fire Department. Application available upon request.
- Firefighter/EMT Shawn Boots and Firefighter/EMT Ryan Moore have earned the responsibility of the Senior Firefighter/EMT position. Both individuals have recently achieved the description identified as Senior Firefighter/EMT. Their pay rate as Paid-on-Call will be \$13.84 per hour and for Part-Time \$15.12

Thanks,

Jim Mitchell
Fire Chief

To Chief Mitchell

this is my retirement letter effective February 19th 2019, it has been a awesome 30 ¾ years on the PCFD and serving the citizens of Polk City, I have had the privilege of meeting and gaining some great friend over the years. The department has come a long way from where It was when I joined in 1988, we ran approx.. 78 trips to the number the PCFD runs today and it will continue to grow to be the same great department it is today. I have had the privilege of training many members of the department and have seen members going on to fulltime positions. The PCFD has a very good future and I hope everyone continues to train to protect the citizens which I know you will, I will miss all the friendships but I will still be around and stop in from time to time and say hi. With that I would like to tell everyone thanks for everything and stay safe..

Tim Cory

Memo

Date: 4/4/2019

To: Mayor, Council and Administrator

From: Mike Schulte

R.E. 2019 Truck and Snow Removal Equipment Purchase

Budgeted for fiscal year 19/20, is a dump truck and snow removal equipment in the amount of \$180,000.

This equipment will be a new addition to our fleet with no trade in as discussed in the budget process. We will now have 3 heavy duty trucks in our fleet and with the addition of a wing plow on this new truck, it will help increase our efficiency during snow removal operations.

It might seem that we are starting early in this process but as we started talking to the vendors we found that the truck chassis and the equipment will possibly take until December 2019 to be delivered and if we wanted any chance to use this truck in the next snow season we have to get it on order as soon as possible.

Randy secured a quote from O'Halloran International for the truck chassis. The quote was based on the State of Iowa snow removal contract discount. That price was \$88,796.

The plow, dump box, sander, and wing plow were quoted by both Truck Equipment and Hawkeye Truck Equipment and Truck Equipment had the lowest quote on the equipment of \$83,206.

Here is a summary of the prices.

O'Halloran	\$88,796 (truck chassis)
Truck Equipment	\$83,206 (equipment package)

Total package \$170,002

I would recommend approval of the purchase of the truck chassis from O'Halloran International in the amount of \$88,796 and the purchase of the equipment from Truck Equipment in the amount of \$83,206

Thanks for your consideration!
Mike Schulte



HV507 SFA

Sales Proposal For:
CITY OF POLK CITY - Single Axle Plow

Presented By:
O'HALLORAN INTERNATIONAL

Prepared For:
CITY OF POLK CITY - Single Axle Plow
Mike Shulte
112 3rd Street
Polk City, IA 50226-
(515)984 - 6233

Presented By:
O'HALLORAN INTERNATIONAL
Bob Kayser
3311 ADVENTURELAND DRIVE
ALTOONA IA 50009 -
(515)967-3300

THE FOLLOWING PRICING IS BASED OFF OF THE SOURCEWELL/NJPA CONTRACT DISCOUNTING USED ON THE LAST SNOW REMOVAL EQUIPMENT BETWEEN O'HALLORAN INTERNATIONAL AND THE IOWA D.O.T.

\$ 88,796.00 2020 International HV507 300 HP single axle cab and chassis for use with front mounted wing plow.

\$ 88,065.00 Equipment from Hawkeye Truck Equip. per Quotation 20290

=====

\$ 176,861.00 Combined price including all equipment.

\$ 88,796.00 2020 International HV507 300 HP single axle cab and chassis for use with front mounted wing plow.

\$ 83,206.00 Equipment from Truck Equip. per Quotation 78274

=====

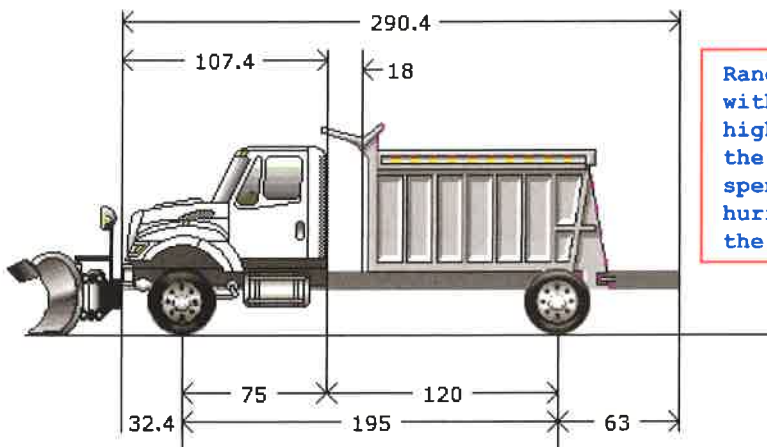
\$ 170,002.00 Combined price including all equipment.

OPTIONS: 60 Month 100,000 Miles engine warranty on the 300 horsepower Cummins L9 engine. ADD \$2,700.00.
See complete list of options from Hawkeye on page 7 of their quotation.

LEASE OPTION:

Five (5) yearly payments of \$37,827.00 per year with the first payment due upon delivery of the new plow truck. The interest rate is subject to change and this payment is based on an interest rate of 4.40%. At the end of the lease you pay \$1.00 and you own the truck.

The lease option will need to be redone after you decide what equipment you are going to use.



Randy, with the issues involved with exhaust emission engines I highly recommend that you add the warranty because you can spend thousands on them in a hurry and it includes the aftertreatment system.

City of Polk City

**Model Profile
2020 HV507 SFA (HV507)**

AXLE CONFIG: 4X2
MISSION: Requested GVWR: 39000. Calc. GVWR: 39000
Calc. Geared Speed: 73.5 MPH
DIMENSION: Wheelbase: 195.00, CA: 120.00, Axle to Frame: 63.00
ENGINE, DIESEL: {Cummins L9 300} EPA 2017, 300HP @ 2000 RPM, 860 lb-ft Torque @ 1300 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)
TRANSMISSION, AUTOMATIC: {Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway

CLUTCH: Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING: {Dana Spicer I-160W} Wide Track, I-Beam Type, 16,000-lb Capacity
AXLE, REAR, SINGLE: {Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, 200 Wheel Ends Gear Ratio:
5.63
CAB: Conventional, Day Cab
TIRE, FRONT: (2) 315/80R22.5 Load Range L HSC1 (CONTINENTAL), 484 rev/mile, 68 MPH, All-
Position
TIRE, REAR: (4) 11R22.5 Load Range G HDR2 (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, SINGLE: 31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
PAINT: Cab schematic 100WK
Location 1: 9219, Winter White (Std)
Chassis schematic N/A

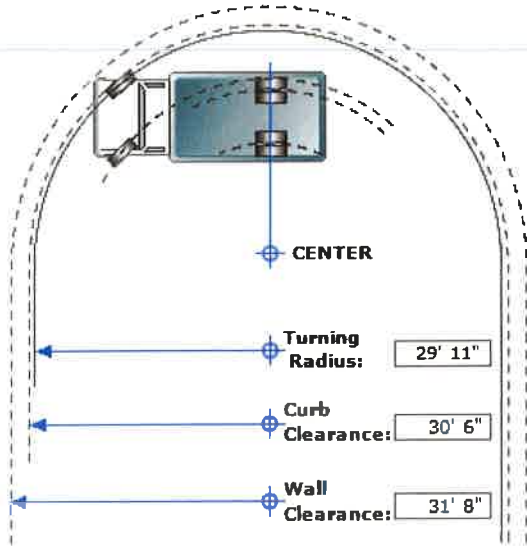
Code	Description
HV50700	Base Chassis, Model HV507 SFA with 195.00 Wheelbase, 120.00 CA, and 63.00 Axle to Frame.
1ANA	AXLE CONFIGURATION {Navistar} 4x2
	<u>Notes</u> : Pricing may change if axle configuration is changed.
1CAG	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.250" x 3.610" x 0.375" (260.4mm x 91.7mm x 9.5mm); 456.0" (11582mm) Maximum OAL
1LLA	BUMPER, FRONT Swept Back, Steel, Heavy Duty
1WDS	FRAME EXTENSION, FRONT Integral; 20" In Front of Grille
1WEV	WHEELBASE RANGE 146" (370cm) Through and Including 195" (495cm)
2AEU	AXLE, FRONT NON-DRIVING {Dana Spicer I-160W} Wide Track, I-Beam Type, 16,000-lb Capacity
3ADE	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 16,000-lb Capacity, with Shock Absorbers
3WAJ	SPRINGS, FRONT AUXILIARY Air Bag, Right Side Only, Driver Control
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic (with Air Cam Brakes) : SLACK ADJUSTERS, REAR Automatic (with Air Cam Brakes) : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
4193	BRAKES, FRONT, AIR CAM 16.5" x 6", Includes 24 SqIn Long Stroke Brake Chambers
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank
4AZJ	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel) with Automatic Traction Control
4EBS	AIR DRYER {Bendix AD-9} with Heater
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab
4VKK	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Back of Cab, Perpendicular to Rail
4WBX	DUST SHIELDS, FRONT BRAKE for Air Brakes
4WDM	DUST SHIELDS, REAR BRAKE for Air Brakes
5708	STEERING COLUMN Tilting
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black

<u>Code</u>	<u>Description</u>
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights
8WRB	HEADLIGHTS ON WWIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt; less Thermal Over-Crank Protection
8WTP	COURTESY LIGHT (2) Mounted In Front Map Pocket Left and Right Side
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8WXD	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with Ignition "OFF" and any Door Opened
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender
8XHN	HORN, AIR Black, Single Trumpet, with Lanyard Pull Cord
9585	FENDER EXTENSIONS Rubber
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9HBM	GRILLE Stationary, Chrome
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction; for WorkStar/HV
10021	CHASSIS COATING Corrosion Resistant E-Coat Primer Coating for Single Frame Rails
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100 <u>Includes</u> : PAINT SCHEMATIC ID LETTERS "WK"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10JPA	CUSTOMER IDENTITY for National Joint Powers Alliance
10SLV	PROMOTIONAL PACKAGE Government Silver Package
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12851	PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted
12EHU	ENGINE, DIESEL {Cummins L9 300} EPA 2017, 300HP @ 2000 RPM, 860 lb-ft Torque @ 1300 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed with Residual Torque Device for Disengaged Fan Speed <u>Includes</u> : FAN Nylon
12UWY	RADIATOR Cross Flow, Series System; 1228 SqIn Aluminum Radiator Core and 1167 SqIn Charge Air Cooler <u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps

<u>Code</u>	<u>Description</u>
	: RADIATOR HOSES Premium, Rubber
12VAL	AIR CLEANER Dual Element, with Integral Snow Valve and In-Cab Control
12VGZ	FEDERAL EMISSIONS {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2019
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12VYL	ACCESSORY WIRING, SPECIAL for Road Speed Wire Coiled Under Instrument Panel for Customer Use
12VYP	ENGINE CONTROL, REMOTE MOUNTED No Provision Furnished for Remote Mounted Engine Control
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations
13AVL	TRANSMISSION, AUTOMATIC {Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
13AWW	OIL COOLER, AUTO TRANSMISSION {Modine} Water to Oil Type
13WDZ	SHIFT CONTROL PARAMETERS Allison S-1 Performance Programming in Primary and Allison Fixed Programming in Secondary
13WET	TRANSMISSION SHIFT CONTROL for Column Mounted Stalk Shifter
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab
13XAM	PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission
14051	AXLE, REAR, SINGLE {Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, 200 Wheel Ends . Gear Ratio: 5.63
14VAJ	SUSPENSION, REAR, SINGLE 31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
14WMG	AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 30 thru 39.99 Pints
15DYP	DEF TANK 9.5 US Gal (36L) Capacity, Frame Mounted Outside Left Rail, Under Cab
15LMA	LOCATION FUEL/WATER SEPARATOR Mounted Outside Left Rail, 15" Back of Cab
15LMR	FUEL/WATER SEPARATOR {Racor 400 Series,} with Primer Pump, Includes Water-in-Fuel Sensor
15SWE	FUEL TANK Top Draw, Non-Polished Aluminum, 26" Dia, 70 US Gal (265L), Mounted Left Side, Under Cab
16030	CAB Conventional, Day Cab
16BAM	AIR CONDITIONER with Integral Heater & Defroster
16GDC	GAUGE CLUSTER Base Level; English with English Speedometer and Tachometer, for Air Brake Chassis, Includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 3 Inch Monochromatic Text Display
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster

<u>Code</u>	<u>Description</u>
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
16SJX	MIRROR, CONVEX, HOOD MOUNTED (2) {Lang Mekra} Bright, Heated, Left and Right Sides 7.44" Sq
16SMN	SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl
16SNR	MIRRORS (2) Power Adjust, Thermostatically Controlled Heated Heads, LED Clearance Lights, Bright Finish Heads and Arms, Black Brackets, 7.55" x 14.1" Flat Glass, 7.48" x 6.77" Convex Glass Both Sides
16VKB	CAB INTERIOR TRIM Classic, for Day Cab <u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap
16VSL	WINDSHIELD Heated, Single Piece
16WBY	ARM REST, RIGHT, DRIVER SEAT
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood
16WSK	CAB REAR SUSPENSION Air Bag Type
16XJN	INSTRUMENT PANEL Flat Panel
16XWD	SUNSHADE, EXTERIOR Aerodynamic, Painted Roof Color; Includes Integral Clearance/Marker Lights
16XWJ	WINDSHIELD WIPER BLADES Snow Type
16XXC	COWL TRAY LID
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab
27DPN	WHEELS, FRONT {Accuride 29039} DISC; 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Non-Standard Offset, with .5" Thick Disc
28DTJ	WHEELS, REAR {Maxion 90541} DUAL DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
29PAS	PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; with Vendor Applied White Powder Coat Paint
29WAP	WHEEL GUARDS, FRONT {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts Mounted Between Hub and Wheel
29WAR	WHEEL GUARDS, REAR {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts, Mounted Between Hub & Wheel and Between Dual Wheels
60AAG	BDY INTG, REMOTE POWER MODULE Mounted Inside Cab Behind Driver Seat, Up to 6 Outputs & 6 Inputs, Max 20 amp per Channel, Max 80 amp Total; Includes 1 Switch Pack with Latched Switches

Code	Description
7372135423	(4) TIRE, REAR 11R22.5 Load Range G HDR2 (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
7792545419	(2) TIRE, FRONT 315/80R22.5 Load Range L HSC1 (CONTINENTAL), 484 rev/mile, 68 MPH, All-Position Cab schematic 100WK Location 1: 9219, Winter White (Std) Chassis schematic N/A Services Section:
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A Momentary Switch, Install a momentary switch in the factory 6-Pack to control the body vibrator



Series: HV
Model: HV507
Description: HV507 SFA
Model Year: 2020

Calculation Factors

Wheelbase: 195
Front Axle: 0002AEU
Description: AXLE, FRONT NON-DRIVING, {Dana Spicer I-160W} Wide Track, I-Beam Type, 16,000-lb Capacity
Front Wheel: 0027DPN
Description: WHEELS, FRONT, {Accuride 29039} DISC; 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Non-Standard Offset, with .5" Thick Disc
Front Tire: 07792545419
Description: TIRES, 315/80R22.5 Load Range L HSC1 (CONTINENTAL), 484 rev/mile, 68 MPH, All-Position
Steering Gear: 0005PTB
Description: STEERING GEAR, (2) {Sheppard M100/M80} Dual Power

Turning Radius Statistics

General Information

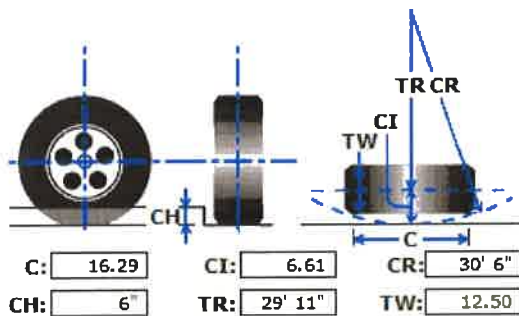
Inside Turn Angle: 43 Degrees
Radial Overhang: 21

Axle Information

KingPin Inclination: 5.875 Degrees
KingPin Center: 71.5

Turning Radius - Curb View

C - Curb Contact Length: 16.29
CI - Curb Clearance Increment: 6.61
CR - Curb Clearance Radius: 30'6"
CH - Curb Height: 6"
TR - Turning Radius: 29'11"
TW - Tire Width: 12.50



* All Measurements are in inches, unless otherwise specified.

This information is based on engineering information available at this time. Actual figures may vary. Navistar, Inc. cannot accept liability for consequences due to this variance.



QUOTE NO.:78274
 Date:04/02/19
 EXPIRES:04/16/19
 Page: 1

1560 NE 44TH AVENUE
 P.O. BOX 3265

DES MOINES IA 50316

Sales & Service (515)266-5189 Fax (515)266-7878 Wats (800)373-2887

Q U O T A T I O N

TO: POLK CITY, CITY OF
 P.O. BOX 426

POLK CITY IA 50226

RANDY FRANZEN 208-1273

10' FLINK MPB BODY & PLOWS

TRUCK INFORMATION

Year: 2019
 Truck Make:NAVISTAR
 Model:MED DUTY
 Color:WHITE
 VIN NO.:

WB: 0
 CA: 96
 Trans:AUTOMATIC

FURNISH AND INSTALL:

1 - FLINK MODEL MPB 10' COMBINATION DUMP/SPREADER BODY

STANDARD FEATURES & SPECIFICATIONS

Length: 10' Width: 96"
 Side height: 36" Tailgate height: 39" Capacity: 7.0 cu yd
 48" front to fit all cab styles
 7 ga. GR 50 steel sides and front
 Dirt shedding top rail, pillar, and tailgate
 FMVSS 108 LED clearance lights plus stop/turn/taillights recessed in rear pillars
 6 panel tailgate w/ air release
 Full depth front and rear corner posts
 Fenders

Options included in price-

Hinged access ladder
 Half cabguard
 HumperDumper HDIII 12VDC vibrator wired to switch in console in cab
 One pair of rear mudflaps, and one pair in front - front pair have anti-sail brackets
 Four LED amber strobe lights on cabguard and two LED amber strobe lights
 recessed into the rear corner pillars - wired to lighted switch in console
 97 decibal electric backup alarm
 Master grease bank located at driver side front
 Painted white using a single stage acrylic enamel system

NOTE: DUE TO VARIATIONS IN OEM PRODUCTS AND APPLICATION METHODS, A
 PERFECT MATCH CANNOT BE GUARANTEED!

1 - FLINK TELESCOPIC HOIST

Trunnion mounted outside of body
 Single-acting hydraulics
 Nitrated cylinder tubes

*** CONTINUED NEXT PAGE ***

Total
83,206.00



QUOTE NO.:78274
 Date:04/02/19
 EXPIRES:04/16/19
 Page: 2

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 POLK CITY IA 50226

 RANDY FRANZEN 208-1273

TRUCK INFORMATION

Year: 2019 WB: 0
 Truck Make:NAVISTAR CA: 96
 Model:MED DUTY Trans:AUTOMATIC
 Color:WHITE
 VIN NO.:

10' FLINK MPB BODY & PLOWS

Options included in price-
 Front mounted crank driven load-sense pump
 30 gallon frame mounted reservoir w/ in-tank return filter, filter condition
 indicator gauge, gate valve, sight glass, and low oil detection
 Console control lever in cab for hoist

1 - STREETSIDE DISCHARGE SPREADER SYSTEM IN FRONT OF REAR WHEELS

24" wide conveyor
 Easily removable for off-season use
 Direct drive White DT series hydraulic motor
 Corrosion resistant inner conveyor walls and floor plate
 Six tooth sprockets and front idler roller
 Built-in chain shields to protect drag links
 3/8"x1-1/2" drag bars on 4-1/2" centers
 Centering rollers for positioning

Options included in price-
 Center conveyor to move material from rear to front for cross conveyor
 Openings for access to idler grease zerks
 AR400 slide-in/removable floor plates
 18" poly spinner assembly
 Dual spreader control mounted in cab OR in enclosure at rear - PLEASE SPECIFY!
 LED spinner light w/ lighted switch in console in cab

1 - FLINK 180 GALLON PREWET SYSTEM

Twin poly 90 gallon tanks
 Stainless steel pans
 Electric control in cab

*** CONTINUED NEXT PAGE ***



HAWKEYE TRUCK EQUIPMENT

5800 - 2ND AVENUE, P.O. BOX 3283
DES MOINES, IOWA 50316-0283
1-800-622-8223 • 515-289-1755

" The Complete Truck Equipment Center "

Customer: 532000
O'HALLORAN INTERNATIONAL
P O BOX 1804

DES MOINES IA 50305-1804

Job No.	20290
Quote Date	04/02/19
Expire Date	05/02/19

Payments by Credit Card may be subject to 3% handling fee.

Terms				
N10				
TY: Order Tkr				

WE ARE PLEASED TO QUOTE THE FOLLOWING FOR YOUR APPROVAL

ATTENTION: BOB KAYSER	PHONE: 967-1161
THIS IS FOR RANDY AT THE CITY OF POLK CITY	PHONE: 208-1273
REQUIRED CAB-TO-AXLE (CA) IS 120"	

- 1 - MONROE RADIUS DUMP SPREADER (RDS) BODY MODEL RDS-132-96-56
- 11' IN LENGTH
- 96" OUTSIDE WIDTH
- SIDE HEIGHT OF THE BODY IS 44"
- TAILGATE HEIGHT IS 50"
- BODY CAPACITY IS 7.92 CUBIC YARDS WATER LEVEL FULL
- THE SIDES, FRONT AND TAILGATE WILL BE CONSTRUCTED OUT OF 3/16" AR400 STEEL
- BOXED TOP RAIL IS 3/16" FORMED CHANNEL
- THE SIDES ARE BRAKE FORMED TO A RADIUS OF 43"
- THE FRONT OF THE BODY IS SLOPED TO ACCOMMODATE A HEADLIFT CYLINDER WITH PARTIAL DOGHOUSE AND CONFORMS WITH THE RADIUS OF THE BODY
- THE REAR OF THE BODY IS SUPPORTED BY (2) PIECES OF 3/16" A569 STEEL PLATE CONTOURED TO THE RADIUS OF THE BODY
- ADDITIONAL REINFORCEMENT AT THE REAR OF THE BODY IS PROVIDED BY A 3/16" FORMED BOX SECTION, PLACED AT THE REAR OF THE SPREADER BODY AND TIED TO TWO REAR POSTS FORMED FROM 3/16" A569 STEEL
- TAILGATE IS 6" HIGHER THAN THE SIDE OF THE BODY AND IS MANUFACTURED FROM 3/16" AR400 STEEL WITH A BOXED PERIMETER OF 10 GAUGE FORMED CHANNELS
- TAILGATE IS DOUBLE ACTING WITH A SQUARED PERIMETER, WITH TWO HORIZONTAL

*** CONTINUED NEXT PAGE ***

total 88,065.00



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- BRACES OF 10 GAUGE MATERIAL FULL WIDTH OF THE TAILGATE
- TAILGATE HARDWARE IS 1" X 4" BAR STOCK WITH 1-1/4" HARDENED PINS
- THE TAILGATE LATCHES ARE 1" FLAME CUT, EACH LATCH IS ADJUSTABLE WITH A THREADED 3/4" CLEVIS AND KEEPER PINS
- THE TAILGATE LATCH IS OVER CENTER TYPE
- LONGSILLS ARE FABRICATED FROM 1/4" A569 MILD STEEL AND ARE 14" DEEP
- THE LONGSILLS ARE JOINED AS FOLLOWS: SECTIONS OF 4" X 5.4# CHANNEL ARE WELDED EVERY TWO FEET THE LENGTH OF THE SPREADER AT THE BASE OF THE LONGSILLS, WHERE THE LONGSILLS ARE THEN BOXED IN WITH 1/4" A569 STEEL AND THERE SHALL BE 3/16" X 3" X 3" STRUCTURAL ANGLE WELDED EVERY 12" THE FULL LENGTH OF THE CONVEYOR AT THE TOP OF THE LONGSILLS
- THE FLOOR IS 1/4" MILD STEEL, REPLACEABLE WITH 3/16" REMOVABLE CHAIN GUARDS
- BODY IS 100% CONTINUOUSLY WELDED
- BODY CONVEYOR IS 34" IN WIDTH WITH 1-1/2" X 1/2" PINTLE CHAIN ON 4-1/2" CENTERS AND A 28,000 POUND TENSILE STRENGTH PER STRAND
- THE CONVEYOR IS DRIVEN BY TWO 6:1 SPUR GEARBOXES AND HIGH TORQUE/LOW SPEED HYDRAULIC MOTOR
- THERE WILL BE 8 TOOTH SPROCKETS KEYED TO THE 2" DRIVE AND IDLER SHAFTS
- CONVEYOR DRIVE SHAFT IS HEAVY DUTY, DUST SEALED SELF-ALIGNING FOUR BOLT FLANGE BEARINGS
- IDLER ASSEMBLY IS HEAVY DUTY AND PROVIDES ADJUSTMENT FOR PROPER CONVEYOR CHAIN TENSION BY USE OF SLIDE RAIL STYLE STAINLESS STEEL ADJUSTERS
- HOIST IS OF TELESCOPIC DESIGN AND HAS A TRUNION MOUNTING, DESIGNED TO OPERATE UP TO 2,500 PSI AND IS SELF-BLEEDING
- HOIST IS RATED AT 16 TON AND IS A CLASS 60

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- SLIDE CHUTE SPINNER ASSEMBLY, CHASSIS MOUNTED ON THE DRIVER SIDE WITH MANUAL ADJUSTMENT INSTALLED AHEAD OF THE REAR AXLE
- THERE WILL BE A L.E.D. SPOT LIGHT TO SHINE ON THE SPINNER ASSEMBLY
- AIR TAILGATE RELEASE
- (1) OVAL L.E.D. STOP/TURN/TAIL LIGHT IN EACH REAR CORNER POST
- (1) OVAL CLEAR BACK UP LIGHT IN EACH REAR CORNER POST
- (1) OVAL L.E.D. STROBE LIGHTS IN EACH REAR CORNER POST
- 1/2 CABSHIELD WITH (4) OVAL L.E.D. STROBE LIGHTS
- 1/4" AR400 DROP IN STYLE DESIGN CONVEYOR COVER
- BODY MOUNT SINGLE AXLE FENDERS
- GREASE BANK EXTENSIONS AT THE FRONT AND REAR OF THE BODY
- (1) FOLDING LADDER ASSEMBLY
- SNOWPLOW LIGHTS WILL BE MOUNTED ON THE FENDER MOUNTED MIRRORS
- NEW H.T.E. WIRING HARNESS
- ALL STROBE LIGHTS AND SPOT LIGHTS WILL BE WIRED TO THE SIX PACK SWITCHES IN THE DASH
- (1) SET OF REAR MUD FLAPS
- ENTIRE BODY WILL BE POWDER COATED WHITE
- ALL COMPLETELY INSTALLED, F.O.B. DES MOINES, IA

- 1 - LIQUID DISPENSING ELECTRIC CLOSED LOOP SYSTEM
- (2) 75 GALLON PRE-WET TANKS - (1) MOUNTED ON EACH SIDE ON THE FENDER
- 3 GALLON PER MINUTE ELECTRIC PUMP WITH 12" X 10" X 5" ENCLOSURE
- 2 GALLON PER MINUTE NOZZLES WILL BE LOCATED ON THE SPINNER ASSEMBLY
- FLUSHER KIT, BULK FILL KIT AND QUICK DISCONNECT KIT

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- BOTH LIQUID TANKS WILL BE PLUMBED TOGETHER AND TO A CENTRAL FILLING STATION
- ALL COMPLETELY INSTALLED, F.O.B. DES MOINES, IA

- 1 - MONROE REVERSIBLE COMPRESSION TRIP FRONT SNOWPLOW MODEL MP41R11-ISCT
 - 11' IN LENGTH
 - 41" TALL MOLDBOARD HEIGHT
 - ONE PIECE A569 10 GAUGE STEEL ROLL FORMED MOLDBOARD WITH A TENSILE STRENGTH OF 70,000#
 - INTEGRAL SHIELD STYLE MOLDBOARD
 - (6) 1/2" X 4" ONE PIECE SOLID FLAME CUT RIBS THAT TAPER TO 2" AT THE TOP OF THE MOLDBOARD
 - 2" X 3" X 3/8" TOP MOLDBOARD ANGLE
 - 4" X 4" X 3/4" BOTTOM MOLDBOARD ANGLE
 - 3" X 3" X 1/4" NON SPRING HORIZONTAL ANGLE BRACING
 - 3" X 3" X 1/2" HORIZONTAL SPRING SUPPORT ANGLE BRACING
 - DUAL COMPRESSION TRIP SPRING ASSEMBLIES
 - MONROE BUILT IN LEVEL LIFT ASSEMBLY
 - MAIN PUSH TUBE IS 4" X 4" X 3/8" A36 STEEL SEAMLESS WALL TUBING
 - SEMI-CIRCLE IS FABRICATED FROM A36 STEEL 3-1/2" X 3-1/2" X 1/2" THICK
 - (2) 3" X 10" POWDER REVERSE CYLINDERS WITH CUSHION VALVE PROTECTION
 - 5/8" X 8" AASHTO C1080 TOP PUNCHED CUTTING EDGE
 - 12" RUBBER SNOW DEFLECTOR
 - PARKING JACK
 - (2) ORANGE POLY SIGHT MARKERS
 - MC-600 PLOW PORTION QUICK HITCH

*** CONTINUED NEXT PAGE ***



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 O'HALLORAN INTERNATIONAL
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 DES MOINES IA 50305-1804

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- TRUCK PORTION QUICK HITCH WITH SIDE PLATES FOR PARA-GLIDE APPLICATION
- 4" X 10" SINGLE ACTING LIFT CYLINDER - POWER UP AND GRAVITY DOWN
- MOLDBOARD AND FRAME TO BE 100% CONTINUOUSLY WELDED
- MOLDBOARD TO BE SHORTEBLASTED AND PAINTED POWDER COAT ORANGE WITH THE PUSHFRAME PAINTED POWDER COAT BLACK
- ALL COMPLETELY INSTALLED, F.O.B. DES MOINES, IA

- 1 - MONROE DOUBLE FUNCTION PATROL WING
 - 9' MOLDBOARD LENGTH
 - 31" MOLDBOARD INBOARD HEIGHT
 - 31" MOLDBOARD OUBOARD HEIGHT
 - 5/8" X 8" CUTTING EDGE
 - 3/16" MOLDBOARD THICKNESS
 - 4" X 4" X 3/4" BOTTOM ANGLE
 - 1/2" THICK ONE PIECE VERTICAL & INTERLACED DESIGNED HORIZONTAL RIBS
 - 100% WELDED
 - RIGHT SIDE REAR WING MOUNT
 - RIGHT SIDE FRONT PARA-GLIDE POST ASSEMBLY
 - 3" X 10" WING POST CYLINDER FOR MOLDBOARD TOE
 - 3" X 15" CYLINDER FOR MOLDBOARD HEEL
 - DUAL PUSH ARMS
 - FULL TRIP MOLDBOARD
 - DE-CEL HEEL CYLINDER
 - THERE WILL BE A L.E.D. SPOT LIGHT LOCATED ON THE PARA-GLIDE FRONT HITCH PORTION

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Q U O T A T I O N



HAWKEYE TRUCK EQUIPMENT

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OPTIONS NOT INCLUDED IN ABOVE PRICING:

- 1 - HEAVY DUTY REAR HITCH WITH 7 WAY RV STYLE WIRING PLUG AND 2" RECEIVER TUBE
 ALL COMPLETELY INSTALLED ADD.....\$ 950.00
- 1 - BRAKE CONTROLLER INSTALLED ADD.....\$ 250.00
- 1 - SET OF L.E.D. SNOWPLOW LIGHTS INSTALLED ADD.....\$ 425.00
- 1 - HMV MANIFOLD VALVE WITH AIR CONTROLS ADD.....\$ 5,200.00
- 1 - STAINLESS STEEL CABSHIELD IN LIEU OF MILD STEEL ADD.\$ 2,142.00
- 1 - HYDRAULIC TAILGATE RAISE/LOWER VALVE/CONTROLLER/
 CABLE MANUAL CONTROL ADD.....\$ 1,425.00

THANK YOU FOR THE OPPORTUNITY,
 LOGAN STEINKAMP

Sub total	\$	0.00
Sales Tax	\$	0.00
Freight	\$	0.00
FET	\$	0.00
Total	\$	0.00



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Customer: 532000
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 DES MOINES IA 50305-1804

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Terms				
N10				
TY: Order Tkr				

- ENTIRE MOLDBOARD WILL BE PAINTED POWDER COAT ORANGE WITH THE ATTACHING HARDWARE PAINTED POWDER COAT BLACK
- ALL COMPLETELY INSTALLED, F.O.B. DES MOINES, IA

- 1 - FREE STANDING CABSHIELD LOCATED BEHIND THE CAB MILD STEEL POWDER COATED WHITE
 - (4) L.E.D. OVAL STROBE LIGHTS IN THE CAB SHIELD
 - 40 GALLON HYDRAULIC RESERVOIR MOUNTED IN BETWEEN THE CABSHIELD UP RIGHTS
 - HYDRAULIC VALVE WILL BE MOUNTED ON THE DRIVER SIDE CROSS CHANNEL OF THE CAB SHIELD
 - HYDRAULIC VALVE ENCLOSURE WILL BE POWDER COATED WHITE
 - IN TANK FILTER WITH SIGHT GAUGE
 - SHUT OFF VALVE
 - CABLE OPERATED LOAD SENSE VALVE SYSTEM
 - (4) LEVERS IN THE CAB FOR OPERATION OF DUMP BODY POWER UP AND POWER DOWN, FRONT SNOWPLOW AND WING SNOWPLOW
 - CONTROL LEVERS WILL BE MOUNTED IN A STAND ON THE FLOOR
 - LIVE HYDRAULICS INSTALLED OFF THE FRONT CRANK OF THE TRUCK WITH DRIVELINE MOUNT, YOKE AND FLANGE
 - FREEDOM 2.2 SPREADER CONTROLS
 - ALL WIRING, HOSES AND QUICK COUPLERS NEEDED
 - ALL COMPLETELY INSTALLED, F.O.B. DES MOINES, IA

\$ 88,065.00

*** CONTINUED NEXT PAGE ***

**POLK CITY CHAMBER AND ECONOMIC DEVELOPMENT CORPORATION
STATEMENT OF ACTIVITIES FINANCIAL REPORT (MARCH 2019)**

	03/01/19-03/31/19	01/01/19-03/31/19	01/01/19-12/31/19	YTD BUDGET	
	CURRENT MONTH	CURRENT YTD	ANNUAL BUDGET	ESTIMATE	
DESCRIPTION	ACTUAL	ACTUAL	ESTIMATE	BALANCE	NOTES
INCOME					
City / County / Grants	0.00	75,000.00	80,500.00	-5,500.00	
Bank Interest	37.77	110.85	20.00	90.85	
Marketing / Advertising	500.00	510.00	1,000.00	-490.00	
Membership Dues*	1,685.00	14,645.00	27,080.00	-12,435.00	
Miscellaneous / Other	0.00	0.00	200.00	-200.00	
Market Analysis Project	0.00	0.00	0.00	0.00	
TLC	0.00	0.00	0.00	0.00	
Annual Event	0.00	1,775.00	3,200.00	-1,425.00	
Bike Ride	0.00	0.00	7,000.00	-7,000.00	
Educators Day	0.00	0.00	500.00	-500.00	
Farmers Market	0.00	0.00	1,500.00	-1,500.00	
Golf Outing	0.00	0.00	7,500.00	-7,500.00	
Luncheon Meals	155.00	805.00	2,100.00	-1,295.00	
Sounds on Square	0.00	0.00	6,000.00	-6,000.00	
Square Lighting	0.00	0.00	1,000.00	-1,000.00	
Trunk and Treat	0.00	0.00	0.00	0.00	
TOTAL INCOME	2,377.77	92,845.85	137,600.00	-44,754.15	
EXPENSES					
Accounting Fees	503.50	1,615.50	6,880.00	5,264.50	Includes Payroll Fees
Administrator Salary	1,874.00	5,660.56	24,000.00	18,339.44	Incls. Employee payroll taxes paid
Bank Fees	0.00	0.00	200.00	200.00	
Conference / Meetings	0.00	2,335.00	4,000.00	1,665.00	
Director Salary	3,750.00	11,826.00	45,000.00	33,174.00	Incls. Employee payroll taxes paid
Insurance	0.00	380.00	2,500.00	2,120.00	
Legal Fees	0.00	0.00	1,000.00	1,000.00	
Luncheon Meals	0.00	481.90	2,070.00	1,588.10	
Marketing / Advertising	25.00	203.95	13,750.00	13,546.05	
Miscellaneous	0.00	0.00	1,000.00	1,000.00	
Membership Dues / Subscriptions	0.00	1,955.00	1,600.00	-355.00	
Mileage	63.80	177.48	1,000.00	822.52	
Postage	0.00	0.00	500.00	500.00	
Rent / Cleaning	720.00	2,160.00	7,000.00	4,840.00	
Supplies / Equipment / Printing	1,836.88	1,879.80	1,000.00	-879.80	
Taxes	153.00	963.94	600.00	-363.94	Incls. Employer payroll taxes paid
Training	0.00	0.00	500.00	500.00	
Travel	11.25	23.75	1,000.00	976.25	
Utilities	101.49	304.48	1,500.00	1,195.52	
Website	10.60	201.25	600.00	398.75	
Market Analysis Project	0.00	0.00	0.00	0.00	
TLC	0.00	0.00	0.00	0.00	
Annual Event	0.00	1,216.72	3,500.00	2,283.28	
Bike Ride	0.00	0.00	1,000.00	1,000.00	
Educators Day	0.00	0.00	1,400.00	1,400.00	
Golf Outing	0.00	0.00	7,000.00	7,000.00	
Scholarships	0.00	0.00	1,000.00	1,000.00	
Sounds on Square	0.00	100.00	6,000.00	5,900.00	
Square Lighting	0.00	0.00	1,000.00	1,000.00	
Trunk and Treat	0.00	0.00	0.00	0.00	
PayPal / Sq Fees (Tracking Only)*	10.64	88.53	1,000.00	911.47	
TOTAL EXPENSES	9,060.16	31,573.86	137,600.00	106,026.14	
INC-EXP NET DIFFERENCE	-6,682.39	61,271.99	0.00	61,271.99	
NOTES					
*Membership Dues are gross income before PayPal Fees are taken out. Bank Reconciliation Report reflects only net amount deposited.					
(See Account Audit Detail Reports for Membership Dues income and PayPal Fees expense)					

POLK CITY CHAMBER AND ECONOMIC DEVELOPMENT CORPORATION
STATEMENT OF ACTIVITIES FINANCIAL REPORT (MARCH 2019)

Transfers between PCCEDC checking and savings accounts are represented on the Bank Reconciliation Report.					
Festival financial reports are represented on separate reports.					

**FOUR SEASONS FESTIVAL
STATEMENT OF ACTIVITIES FINANCIAL REPORT (MARCH 2019)**

	<u>03/01/19-03/31/19</u>	<u>01/01/19-03/31/19</u>	<u>01/01/19-12/31/19</u>	<u>YTD BUDGET</u>	
	<u>CURRENT MONTH</u>	<u>CURRENT YTD</u>	<u>ANNUAL BUDGET</u>	<u>ESTIMATE</u>	
<u>DESCRIPTION</u>	<u>ACTUAL</u>	<u>ACTUAL</u>	<u>ESTIMATE</u>	<u>BALANCE</u>	<u>NOTES</u>
<u>INCOME</u>					
City / County	0.00	0.00	7,000.00	-7,000.00	
Vendor Fees	0.00	0.00	900.00	-900.00	
5-8K Run Fees	0.00	0.00	5,200.00	-5,200.00	
Other	0.00	0.00	20.00	0.00	
Sub-total Income	0.00	0.00	13,120.00	-13,120.00	
Sales					
Beer Garden	0.00	0.00	25,000.00	-25,000.00	
Beverages	0.00	926.24	1,200.00	-273.76	
Ice	0.00	0.00	150.00	-150.00	
Shirts	0.00	0.00	550.00	-550.00	
Total Sales	0.00	926.24	26,900.00	-25,973.76	
Sponsors					
5-8K Run	0.00	0.00	1,500.00	-1,500.00	
Beer Garden	0.00	0.00	1,000.00	-1,000.00	
Bike Night	0.00	0.00	500.00	-500.00	
Bill Riley Talent Search	0.00	0.00	1,000.00	-1,000.00	
Children's Crafts	0.00	0.00	500.00	-500.00	
Classic Car Show	0.00	0.00	600.00	-600.00	
Emerald	0.00	1,000.00	4,000.00	-3,000.00	
Entertainment / Music	0.00	0.00	2,000.00	-2,000.00	
Face Painting	0.00	0.00	500.00	-500.00	
Horseshoe Tournament	0.00	0.00	250.00	-250.00	
Kids Games / Entertainment	0.00	0.00	1,500.00	-1,500.00	
Petting Zoo	0.00	0.00	750.00	-750.00	
Platinum	0.00	0.00	1,500.00	-1,500.00	
Ruby	0.00	0.00	6,500.00	-6,500.00	
Stage	0.00	0.00	2,000.00	-2,000.00	
Train Rides	0.00	0.00	250.00	-250.00	
Wii Tournament	0.00	0.00	1,000.00	-1,000.00	
Total Sponsors	0.00	1,000.00	25,350.00	-24,350.00	
TOTAL INCOME	0.00	1,926.24	65,370.00	-63,443.76	
<u>EXPENSES</u>					
Activities					
5-8K Run / Shirts / Food	0.00	0.00	7,000.00	7,000.00	
Bill Riley Talent Search	0.00	0.00	1,025.00	1,025.00	
Children's Crafts	0.00	0.00	115.00	115.00	
Classic Car Show	0.00	0.00	150.00	150.00	
Face Painting	0.00	0.00	150.00	150.00	
Kid's Games / Entertainment	0.00	0.00	6,000.00	6,000.00	
Lincoln Street	0.00	0.00	750.00	750.00	
Parade	0.00	0.00	725.00	725.00	
Petting Zoo	0.00	0.00	650.00	650.00	
Stage	0.00	0.00	0.00	0.00	
Train Rides	0.00	0.00	425.00	425.00	
Wii Tournament	0.00	0.00	150.00	150.00	
Total Activities	0.00	0.00	17,140.00	17,140.00	
Advertising					
Signs / Marketing / Photos	0.00	0.00	7,550.00	7,550.00	
Website	0.00	0.00	105.00	105.00	
Total Advertising	0.00	0.00	7,655.00	7,655.00	

**FOUR SEASONS FESTIVAL
STATEMENT OF ACTIVITIES FINANCIAL REPORT (MARCH 2019)**

	03/01/19-03/31/19	01/01/19-03/31/19	01/01/19-12/31/19	YTD BUDGET	
	CURRENT MONTH	CURRENT YTD	ANNUAL BUDGET	ESTIMATE	
<u>DESCRIPTION</u>	<u>ACTUAL</u>	<u>ACTUAL</u>	<u>ESTIMATE</u>	<u>BALANCE</u>	<u>NOTES</u>
Beer Garden					
License	0.00	0.00	250.00	250.00	
Liquor / Services / Supplies	0.00	0.00	9,000.00	9,000.00	
Total Beer Garden	0.00	0.00	9,250.00	9,250.00	
Beverages					
Ice	0.00	0.00	275.00	275.00	
Pop / Water	0.00	0.00	2,700.00	2,700.00	
Total Beverages	0.00	0.00	2,975.00	2,975.00	
Entertainment					
Band / Music	0.00	0.00	6,000.00	6,000.00	
Sound	0.00	0.00	3,500.00	3,500.00	
Total Entertainment	0.00	0.00	9,500.00	9,500.00	
Miscellaneous					
Meals/Meeting	0.00	0.00	500.00	500.00	
Other	0.00	0	500.00	500.00	
Total Miscellaneous	0.00	0.00	1,000.00	1,000.00	
Sanitary Services					
Ankeny Sanitation	0.00	0.00	500.00	500.00	
Jim's Johns (Waste Solutions)	0.00	0.00	700.00	700.00	
Trash Removal	0.00	0.00	500.00	500.00	
Total Sanitary Services	0.00	0.00	1,700.00	1,700.00	
Total Bank Charges	0.00	0.00	50.00	50.00	
Total Festival Shirts	0.00	0.00	2,500.00	2,500.00	
Total Insurance	2,213.00	2,213.00	3,500.00	1,287.00	
Total Rentals	0.00	5,758.35	9,700.00	3,941.65	
Total Security	0.00	0.00	400.00	400.00	
Total Pay Pal Fees	0.00	0.00	0.00	0.00	
TOTAL EXPENSES	2,213.00	7,971.35	65,370.00	57,398.65	
INC-EXP NET DIFFERENCE	-2,213.00	-6,045.11	0.00	-6,045.11	
NOTES					

RESOLUTION NO. 2019-26

**A RESOLUTION ADOPTING POLICY PA-25
SMALL WIRELESS COMMUNICATIONS**

WHEREAS, the City of Polk City recognizes the need for a policy to establish and define the general requirements for the installation of small wireless (4G/LTE/5G) technology within City of Polk City public rights-of-way; and

WHEREAS, the City currently regulates all wireless telecommunications facilities in the public rights-of-way through a permit process; and

WHEREAS, the goal of the policy is to ensure the installations are completed in the most context sensitive manner through the establishment of minimum standards; and

WHEREAS, the provisions of the policy will allow the installation of a small wireless infrastructure while preserving public health, safety and welfare in the City of Polk City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Polk City, Iowa to adopt Policy PA-25 effective April 9, 2019.

PASSED AND APPROVED, this the 8th day of April 2019.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk

1. Executive Summary

1.1 Background

The City of Polk City, as with communities across the country and around the world, is facing the next wave of communications technology. While the economic benefits are immense, it has the potential to impact the safety, aesthetic values, and enjoyment of our community in a manner and to a degree that is far more extensive than cellular phones and other types of recent technology.

Small wireless communications, also known as 5G technology, utilizes higher frequencies with the capability to accommodate significantly higher data needs than current 4G/LTE technologies. The physical limits of the higher frequencies require that the transmitters be installed at the spacing of streetlights or fire hydrants rather than 2+/- miles or greater distances that 4G/LTE technologies accommodate. The result of this physical need is that the public rights-of-way are the optimal location to install the required equipment. The Federal Communications Commission (FCC) has adopted the declaratory ruling and third report and order FCC 18-133 outlining the extent to which local agencies may or may not regulate the installation of these facilities within the public rights-of-way and the use of existing public infrastructure.

Similar to the advent of the telephone which required extensive wires, switch boxes, poles and other structures to provide these services, small wireless communications technology will require a structure to mount a transmitter approximately every 400 to 500 feet with fiber and power connections to each one.

Absent the adoption of guidelines to assure that installations are context sensitive, service providers would be free to install equipment with no concern for the visual impact that they create. This document seeks to accommodate the implementation of the new technology while assuring that the new infrastructure is installed using context sensitive solutions.

In addition, the equipment needs to be located where it will not interfere with visibility for drivers, interference with sidewalks, or other common amenities found in public rights-of-way.

Other issues such as safety, noise and accommodating multiple providers at each location are also addressed within these guidelines.

1.2 FCC Order

On September 26, 2018, the Federal Communications Commissions (FCC) adopted a Declaratory Ruling and Third Report and Order, titled “Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment” (the Order). The Order establishes fees, “shot clocks,” and provides safe harbors for local governments’ control of small wireless infrastructure.

The FCC Order establishes fees as follows:

- \$500 for non-recurring fees, including a single up-front application that includes up to five Small Wireless Facilities, with an additional \$100 for each small wireless facility beyond five
- \$1,000 for non-recurring fees for a new pole (not a collocation) intended to support one or more small wireless facilities.
- \$270 per small wireless facility per year for all recurring fees, including any possible ROW access fee or fee for attachment to municipally-owned structures in the ROW

The following shot clocks are the FCC's permit review times for new small wireless facilities:

- A 60-day review period for collocation of small wireless facilities
- A 90-day review period for construction of new small wireless facilities

Existing shot clocks for non-small wireless facilities deployments remain in place:

- 90 days for collocation on an existing structure
- 150 days for deployment on a new structure

According to the FCC Order, the shot clock rules are as follows:

- Both the new and existing shot clocks apply to “any approval that a siting authority must issue under applicable law prior to deployment.” This includes zoning approvals and building permits, and may also include license or franchise agreements to access the rights-of-way, leases for use of municipal poles or property in the rights-of-way, electric permits and road closure permits, among others.
- For small wireless facilities deployments, shot clocks are reset if the siting authority notifies the applicant within 10 days after submission that the application is incomplete. For subsequent determinations of incompleteness, the shot clock would toll—not reset—if the siting authority provides written notice within 10 days that the supplemental submission did not provide the requested information.
- For non-small wireless facilities, shot clocks begin to run when an application is first submitted, and can be paused—not reset—if the siting authority notifies the applicant within 30 days that the application is incomplete. For subsequent determinations of incompleteness, the process is the same as described above for small wireless facilities.
- Failure to act within the new small wireless facility shot clock constitutes a presumptive violation of the Communications Act and applicants may seek expedited injunctive relief in court within 30 days of a local government missing a shot clock deadline. There is no “deemed granted” remedy.

The FCC Order, limits aesthetic reviews and requirements (including undergrounding, spacing, and historic/environmental requirements) to what is:

- (a) reasonable
- (b) no more burdensome than those applied to other types of infrastructure deployments
- (c) objective and published in advance

The effective date of the 2018 Order with respect to the new limitations on rights-of-way fees and deadlines for acting on permit applications was January 14, 2019, and the new limitations on aesthetic standards will go into effect April 15, 2019.

1.3 Goal Statement

The City of Polk City Small Wireless Facility Design Guidelines are hereby established with the goal of accommodating the installation of small wireless (4G/LTE/5G) technology within City of Polk City public rights-of-way provided that the installations are completed in the most context sensitive manner through the establishment of minimum standards for:

- Aesthetics
- Location

- Spacing of facilities along streets
- Accommodation of two to three providers at each location
- Safety
- Noise
- Equitable allocation of space within public rights-of-way

DRAFT

2. General Information

2.1 Introduction and Purpose

These Small wireless Design Guidelines provide objective, technically feasible criteria applied in a non-discriminatory manner that reasonably match the aesthetics and character of the immediate area regarding all of the following, which the City shall consider in reviewing an application.

- (a) The location of any ground-mounted small wireless facilities including their relationship to other existing or planned small wireless sites
- (b) The location of a small wireless facility on a wireless support structure
- (c) The appearance and concealment of small wireless facilities, including those relating to materials used for arranging, screening, and landscaping
- (d) The design and appearance of a wireless support structure including any height requirements adopted in accordance with this chapter

It is the goal of the City to allow the installation of a small wireless infrastructure with a minimum foot print. This shall be accomplished by small wireless siting and the use of multi-cell poles that can accommodate multiple applicants.

The provisions of these Guidelines shall not limit or prohibit the City's discretion to promulgate and make publicly available other information, materials or requirements in addition to, and separate from these Small Wireless Design Guidelines that do not conflict with state or federal law.

2.2 Definitions

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Administrative Review means ministerial review of an Application by the City relating to the review and issuance of a Permit, including review by the Public Works Director or designee, if desired, to determine whether the issuance of a Permit is in conformity with the applicable provisions of these Guideline and all City Codes.

Antenna means communications equipment that transmits and/or receives electromagnetic radio frequency signals used in the provision of Wireless Services. This definition does not apply to broadcast antennas, antennas designed for amateur radio use, or satellite dishes for residential or household purposes.

Applicable Codes means any code drafted and adopted by the City as well as uniform building, fire, safety, electrical, plumbing, Uniform Traffic Control or mechanical codes adopted by a recognized national code organization to the extent such codes have been adopted by the City, including any amendments adopted by the City, or otherwise are applicable in the jurisdiction.

Applicant means the person submitting an application.

Application means the process by which a person submits a request to perform construction activity and/or indicates a desire to be granted permission in any way to utilize the rights-of-way of all, or a part, of the City. An application includes all written documentation, in whatever form or forum, made by a person to the City concerning: the installation of any type of public improvements, public utility facilities, the construction of a cable system or any type of information or telecommunications system over, under, on or through the rights-of-way.

Attached wireless facilities are those affixed to a structure except optical fiber, wires, coaxial cable and the mounting hardware used to attach optical fiber, wires, and coaxial cable. Examples of attached facilities include but are not

limited to antennas, telephone boxes, power boxes, and other equipment boxes and cabinets on structures located on the ground.

Batched Applications is the submission of multiple siting applications at one time. Batched applications shall not exceed 10 individual Small Wireless Facilities.

City means the City of Polk City.

City cost means all costs borne by the City for the administration of this chapter.

City Council means the Polk City City Council.

City Administrator means the Polk City City Administrator or designee.

Code means the Polk City City Code.

Collocate means to install or mount a Small Wireless Facility in the Public ROW on an existing Support Structure, an existing Tower, or on an existing Pole to which a Small Wireless Facility is attached at the time of the Application. “Collocation” has a corresponding meaning.

Communications Facility means collectively, the equipment at a fixed location or locations within the Public ROW that enables Communications Services, including: (i) radio transceivers, Antennas, coaxial, fiber-optic or other cabling, power supply (including backup battery), and comparable equipment, regardless of technological configuration; and (ii) all other equipment associated with any of the foregoing. A Communications Facility does not include the Pole, Tower or Support Structure to which the equipment is attached.

Construction permit means the authorization to undertake any type of excavation or work, as defined herein, in the rights-of-way or to construct public improvements, as defined herein, in the City or undertake any construction activity within the City. A construction permit can be issued either as a ROW construction permit or as a site construction permit, as applicable.

Contractor means a person, partnership, corporation, or other legal entity who undertakes to construct, install, alter, move, remove, trim, demolish, repair, replace, excavate, or add to any improvements or public improvements covered by this chapter, that requires work to be undertaken and workers, and/or equipment to be in the ROW in the process of performing the above-named operations. Contractor, as the term is defined herein, should include any and all types of general contractor and subcontractor and successors or assigns of said contractor.

Development Code means Chapters 165 and 170 of the City Code, as amended.

Director means the Public Works Director for the City.

Equipment Concealed Whenever technically feasible, antennas, cabling, and equipment shall be fully concealed within a Pole, or otherwise camouflaged to appear to be an integrated part of a Pole.

Excavate or excavation means to dig into, including boring into, or in any way remove, distribute or penetrate any part of a ROW.

Facilities means any and all equipment, structures, materials or tangible components located in the rights-of-way and used to provide a service, including without limitation: all plants, whether inside or outside, fiber strands or optic lines, electronic equipment, amplification equipment, optic equipment, transmission and distribution structures, antennas of any type, lines, termination equipment, pipes, poles, ducts, mains, conduits, inner ducts, regenerators, repeaters, underground lines, vaults, manholes, pull boxes, splice closures, wires and cables, and all other like equipment, fixtures and appurtenances used in connection with transmitting, receiving, distributing, offering, and/or providing such service. Facilities shall include, as the context dictates, wireless telecommunication facilities, as defined herein.

Franchise means a right granted by the City for use of the rights-of-way, or any other City-owned or City-controlled real property designated to be or actually used by public utilities, cable providers, or other operators/entities for which a franchise can be granted pursuant to law, for the construction, operation and/or maintenance of a public utility, or any type of cable system or other operations within all of the City or such portions thereof as may be proposed and authorized for such construction operation and/or maintenance, including the City's growth area. Any such authorization, in whatever form granted, shall not mean and shall not include any license or permit required for the privilege of transacting and carrying on a business within the City as required by Code, other ordinances, resolutions or regulations of the City.

Height means maximum height of the small wireless facility, including antenna, above established grade measured at the base of the structure

Indemnification means that any provider who owns or operates Small Wireless Facilities or Wireless Support Structures in the ROW shall indemnify, protect, defend, and hold the City and its elected officials, officers, employees, agents, and volunteers harmless against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees to include reasonable attorney fees and costs of defense, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including personal or bodily injury or death, property damage or other harm for which recovery of damages is sought, to the extent that it is caused by the negligence of the Operator who owns or operates Small Wireless Facilities and wireless service in the ROW, any agent, officer, director, representative, employee, affiliate, or subcontractor of the Operator, or their respective officers, agents, employees, directors, or representatives while installing, repairing, or maintaining facilities in the Rights-of-Way.

Inspector means the person designated by the City within the Public Works Department or the City development department to fulfill the responsibilities that have been empowered with such position.

Landscape means any combination of living plant material, such as trees, shrubs, vines, ground covers, flowers, vegetables, turf or grass; natural features, such as land and water forms; and structural features, including but not limited to landscaped pedestrian plazas, fountains, reflecting pools, screening, walls, fences and benches.

Major Wireless Telecommunications Facility means telecommunication towers, poles or similar structures greater than 50 feet in height, including accessory equipment such as transmitters, repeaters, microwave dishes, horns, and other types of equipment for the transmission or receipt of such signals, as well as support structures, equipment buildings and parking areas.

Ordinary Maintenance and Repair means inspections, testing and/or repair that maintain functional capacity, aesthetic and structural integrity of a Communications Facility and/or the associated Support Structure, Pole or Tower, that does not require blocking, damaging or disturbing any portion of the Public ROW.

Permittee means any person making application for or in possession of any type of construction permit to perform any construction activity, excavation, or work within the corporate limits of the City.

Provider means any person including a franchisee who is providing or is in the process of seeking permission to provide a service to citizens of the City through the placement of facilities or structures either owned or leased in and thereby occupying the rights-of-way, as defined herein.

Public improvements means any item placed or constructed in public rights-of-way intended for public use including, but not limited to: roadways, streets, alleys, sidewalks, curbs, gutters, trails, crosswalk or other traffic markings or traffic structures, utilities (water, sanitary sewer, or storm sewer) either owned by or dedicated to the City, or over which the City has or there is recorded a public easement, any private access either owned or dedicated to the City, parking lots, or landscaping, whether privately or publicly owned or maintained, unless otherwise specifically exempted within this chapter.

Responsible party means any person or entity who owns facilities or structures located or to be located in the City rights-of-way and/or who is liable, whether financially or otherwise, for any installation, repair, or maintenance of facilities, or public improvements, either public or private, placed on or to be placed in the City rights-of-way.

Rights-of-way or ROW means the surface and space above and below any real property in which the City has a real property interest and/or which have been dedicated to the public or is hereafter dedicated to the public and maintained under public City or by others at the direction of the public City and located within the City including, but not limited to, public: streets, roadways, highways, avenues, lanes, alleys, bridges, sidewalks, easements, public ways and similar public property and areas.

ROW construction permit means a category of the general construction permit under this chapter.

Sidewalk means a paved walkway or pathway for the purpose of pedestrian traffic abutting or running parallel or adjacent to a street.

Site construction permit means a category of the general construction permit that is issued under this chapter.

Signage Signage is prohibited on all small wireless facilities and wireless support structures, including stickers, logos, and other non-essential graphics and information unless required by the FCC, except for a small placard identifying the service provider and contact information, which shall be placed at 6-feet above grade, facing away from the public rights-of-way.

Small Wireless Facility(ies) are low powered antennas that provide cellular and data coverage to small geographic areas supplementing the larger cellular network. It includes all equipment required for the operation and maintenance of radio-frequency communications systems that transmit and/or receive signals but are not "major wireless telecommunications facilities," including antennas, electronics, and other types of equipment required for the transmission or receipt of such signals.

Alternatively, Small Wireless Facility means either of the following:

- (a) Micro wireless facilities that are no larger in dimension than twenty-four (24) inches in length, fifteen (15) inches in width, and twelve (12) inches in height and that have an exterior antenna, if any, of no more than eleven (11) inches in length; or
- (b) A wireless service facility where each antenna is located inside an enclosure of no more than 6 cubic feet in volume and where primary equipment enclosures associated with the small wireless facility is cumulatively no more than twenty-eight cubic feet in volume and shall be placed underground unless it is integrally incorporated inside the customary pole structure or base.

Standards and Specifications means the City of Polk City Standards and Specifications for the Design and Construction of Public and Private Improvements, latest revision, as adopted by ordinance.

Street, highway or roadway means the entire width between the boundary lines of every ROW or easement publicly or privately maintained and open to the use of the public for the purposes of vehicular travel.

Structure means anything constructed or erected with a fixed location below, on, or above grade, including, without limitation, service cabinets, junction boxes, foundations, fences, retaining walls, awnings, balconies, and canopies.

Telecommunications means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

Telecommunication service(s) means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

Telecommunication service provider or **telecommunications applicant** means any provider of telecommunications services, except that such term does not include aggregators of telecommunications services (as defined in 47 U.S.C. Section 226).

Telecommunication system means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used. A system that provides both cable and telecommunications or information services may be considered both as a cable system and a telecommunications system pursuant to this Code.

Utility distribution pole means a structure that supports aerial electric or communications cables with or without a streetlight attached.

Utility Pole an upright pole or similar structure owned and utilized in a whole or in part by a public utility, municipality. It is designed and used to support electric cables, telephone cables, telecommunication cables, cable service cables, which are used to provide lighting, traffic control, signage, or a similar function.

Wireless facility(ies) means capital equipment and property, including but not limited to the optical fiber, wires, pipes, mains, conduits, ducts, pedestals, antennas, cabinets and electronic equipment located in the streets used for transmitting, receiving, distributing, providing or offering wireless telecommunication services over the spectrum of radio frequencies licensed by the Federal Communications Commission.

Work means any and all types of construction activity or excavation performed within the City, in the ROW, and/or related to installation of public or private improvements in or on any property that is within the City limits or will be dedicated to the City as ROW.

2.3 Application Guidelines

Complete application requirements can be found in the City's Rights-of-Way Code. As a minimum the application must include the following documentation. Unless the wireless regulations provide otherwise, the applicant must submit both a paper copy and an electronic copy (in a searchable format) of any application, as well as any amendments or supplements to the application or responses to requests for information regarding an application, to the Public Works Director. An application is not complete until both the paper and electronic copies are received by the Public Works Director.

No application will be considered complete until all requirements of the City's ROW Code are met. Shot clocks shall not begin until the City determines the application is complete.

- a. Detailed site and engineering plans.
- b. An area map showing the location of all existing above ground poles and facilities within 1,000 feet and the location or locations of all proposed Small Wireless Facilities proposed in that application. Identify what existing facility will be used or replaced including any identifying numbers for the specific pole or a general description of the location such as nearest address or distance and direction from nearest intersection.
- c. Photographs or drawings of proposed equipment including make, model and color with dimensions.
- d. Visual impact analysis with photo simulations to scale showing before and after conditions.
- e. A load analysis completed, sealed and signed by a Professional Engineer licensed and registered by the State of Iowa which indicates that the pole to which the small cell facility will be attached will safely support the loads. If requested, by the City, a copy of the detailed before and after PLA results shall be made available.
- f. Certification by a certified RF engineer demonstrating compliance with the FCC standards for radio



frequency emissions as they relate to the general public, including aggregate emissions for all co-located equipment.

- g. Written documentation demonstrating a good faith effort to locate the facility in the least intrusive location and screened to the greatest extent feasible.
- h. The applicant must submit proof that a notice has been mailed to all owners of property within 600 feet of the proposed installation site that the applicant is seeking to place or modify wireless facilities in the ROW. The notice must include: (i) the proposed location of the facility, (ii) a description and scaled image of the proposed facility, and (iii) an email address and phone number for a representative of the applicant who will be available to answer questions from members of the public about the proposed project.
- i. Indemnification agreement that indicates the applicant's agreement with the Indemnification definition included in this chapter.
- j. A written description identifying the geographic service area for the subject installation, accompanied by a plan and maps showing anticipated future installations and modifications for the following two years, in addition to the master plan described by this section.
- k. One entity may submit up to 10 individual applications at one time in a batch. If that entity submits more applications within 30 days of the first batch, the City has the right to retain outside expertise to review those additional applications. All costs for the outside expertise shall be the responsibility of the submitting entity and must be paid before permits are issued.
- l. Permit fees for small wireless facilities shall be submitted with the application. The City reserves the right to do a rate study at a future date to establish the permit fees for small wireless facilities. Furthermore, the City, as a regulator, reserves the right to apply annual rate fee increases.
 - (a) The City's Utility Permit fee is \$25.00. The fee is a required and is part of the City's Utility Permit Application ordinance.
 - (b) The fee permissible in the most current FCC regulations but not less than \$500 for non-recurring fees, including a single up-front application for collocation applications that includes up to five Small Wireless Facilities, with an additional \$100 or the fee permissible in the most current FCC regulations, for each Small Wireless Facility beyond five;
 - (c) The fee permissible in the most current FCC regulations but not less than \$1,000 for non-recurring fees for a new pole (*i.e.*, not a collocation) intended to support one or more Small Wireless Facilities; and
 - (d) The fee permissible in the most current FCC regulations but not less than \$270 per Small Wireless Facility per year for all recurring fees, including any possible ROW access fee or fee for attachment to municipally-owned structures in the ROW.

3. Pole Design Guidelines

3.1 Utility Distribution Poles

All attachments to utility distribution poles shall be approved by MidAmerican Energy prior to installation. All equipment shall meet MidAmerican Energy requirements and Polk City's Rights-of-Way permit requirements.

All small wireless facility equipment shall be shrouded. Only two enclosures including the disconnect and antenna shall be installed on any individual utility pole location. Micro wireless facilities that are no larger in dimension than twenty-four (24) inches in length, fifteen (15) inches in width, and twelve (12) inches in height and that have an exterior antenna, if any, of no more than eleven (11) inches in length; **or**

A wireless service facility where each antenna is located inside an enclosure of no more than three (3) cubic feet or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements shall fit within an enclosure of no more than three (3) cubic feet.

Ground mounted enclosures, including backup power supply, and electric meters must be concealed within the pole, in existing above-ground cabinets, or placed in a flush-to-grade underground equipment vault or within approved design standard treatments adopted by the City. For additional requirements refer to section 4.4 *Related Ground Equipment* in this chapter

3.2 Utility Streetlight Poles

No existing utility pole whose sole purpose is for street lighting can be used to attach small wireless facilities. With the City and Utility approval, the pole may be replaced with a metal monopole specifically designed to house two or more applicant's small wireless facility equipment.

The City reserves the right to require a second (or third) applicant for the same general space to install a new pole capable of collocating both (or all three) applicants internally in the pole. The first (and second) applicant is required to allow the subsequent applicant to replace the pole with a multi-cell pole. The original pole shall be made available to the installing applicant to salvage. If not retrieved in 30 days the pole shall be declared abandoned and disposed. As an alternative, an applicant may install a new pole that has multiple cells for additional applicants. The City shall have exclusive rights to the extra cells. If the City requires a second applicant to use the extra cell, half of the initial material costs will be refunded to the applicant who installed the pole.

ALTERNATIVE

No small wireless facility shall be located on any Utility street light pole. If possible, the applicant will place the small wireless pole within 5 feet of an existing Utility pole. The City will have the Utility streetlight removed. The applicant will furnish and install a LED streetlight on the small wireless pole. The applicant will wire the streetlight into the small wireless power source. The City shall reduce the one-time application fee to reimburse for the streetlight. The City will also reduce the annual reoccurring fee to cover the cost of power. The small wireless pole shall have space for at least two (2) internal bays, one of which will be available to another applicant with City approval. Designs will be in accordance with the designs shown in **Appendix A**.

3.3 Municipal Poles

Applicants may submit applications to install small wireless facilities on municipally owned poles. The City will consider such applications assuming the pole is not expected to be used for emergency communications or tolling equipment. If allowed, an applicant may be limited to one municipally owned pole within 500 feet. Applicants shall provide their own power and fiber (or other communications medium) to their small wireless facility. All wiring will be inside poles. The City may require upgrades or replacement of poles if attaching small wireless facilities is determined to be functionally or aesthetically, problematic. In cases of wood poles, the applicant(s) shall replace the wood pole with an acceptable monopole.

3.4 New Poles

New poles shall be consistent with the pole designs detailed in **Appendix A**. New poles shall match the shape, color, and texture of existing poles in the area. For Polk City that means new poles on arterials will be **insert Polk City's preferred color** unless another color is approved in advance by the City. Neighborhoods currently may have a variety of colors and designs. Replacement could result in establishing a new citywide standard, however, they will be replaced incrementally as various telecommunication service providers expand their 5G service through neighborhoods and through the City. Support facilities shall be concealed within the pole, in existing above-ground cabinets, or placed in a flush-to-grade underground equipment vault or within approved design standard treatments adopted by the City.

For all new pole installations, the City reserves the right to require a second applicant for the same general space to install a new pole capable of collocating both applicants internally in the pole. The first applicant is required to allow the subsequent applicant to replace the pole with a multi-cell pole. The original pole shall be made available to the installing applicant to salvage. If not retrieved in 30 days the pole shall be declared abandoned and disposed.

DRAFT

4. Pole Siting Requirements

4.1 Location

The City reserves the right to approve all proposed pole locations and to modify those locations as necessary for future City needs, functional and/or aesthetic reasons. The City will work with the applicant to find a suitable location for both the City and the applicant.

Wireless communication facilities shall not be located on historically or architecturally significant structures unless visually and architecturally integrated with the structure and shall not interfere with prominent vistas or significant public view corridors. New small wireless poles shall be located no closer than 500 feet to other poles containing a small wireless facility from the same provider without City approval.

At the sole discretion of the City, multiple poles may be placed at intersections, however, each applicant may apply for only one additional pole at an intersection. Poles shall be located where ever possible on property lines and not in sidewalks or within 10 feet of a driveway. Where ever possible the poles shall be sited to take advantage of existing screening.

All equipment located within the public ROW shall be located such that it meets ADA requirements and does not obstruct, impede, or hinder usual pedestrian or vehicular travel.

Poles shall not be located:

1. Within 30 feet of a fire hydrant unless replacing an existing pole in the same location, reduced distances can be approved by the City;
2. In any manner which would obstruct a public sidewalk or roadway including reducing vertical clearances required by the City;
3. Closer than 2 feet from curb or sidewalk.

In general, Small Wireless Facilities shall be located in areas defined in the City's zoning as follows (Most Preferred to Least Preferred):

1. Industrial areas if not adjacent to a Municipal park, residential area, Historic district or Design District.
2. Highway Rights-of-Way areas if not adjacent to a Municipal park, residential area, Historic district or Design District.
3. Retail and Commercial areas if not adjacent to a Municipal park, Residential area, Historic district or Design District.
4. Residential Areas and Parks. A Telecommunication service provider is prohibited from installing a Small wireless pole in a ROW without written consent from the City Council if the ROW is located in or adjacent to a street or thoroughfare that is adjacent to a Municipal park or single-family residential lots or other multifamily residences or undeveloped land that is designated for residential use by zoning or deed restrictions. A Telecommunication service provider installing a Small Wireless Facility or a Small wireless pole in a ROW shall comply with private deed restrictions and other private restrictions in the area that apply to those facilities.
5. Historic districts and Design Districts. A Telecommunication service provider is prohibited from installing a Small Wireless Facility or a Small wireless pole in the ROW in any area designated by the City as a Design Districts or in an area of the City zoned or otherwise designated as a Historic district unless such Small Wireless Facility or a new Small wireless pole is camouflaged and other locations listed above are not available as suitable alternatives.

4.2 Height Requirements

The height of a pole used for a small wireless facility within the jurisdiction of Polk City, Iowa shall not exceed the height of surrounding existing poles, unless the **Public Works Department** finds, based on clear and convincing evidence provided by the applicant, that locating the **small wireless facilities** on the rights-of-way is necessary to close a significant coverage or capacity gap in the Applicant's services or to otherwise provide adequate services to customers, and the proposed new monopole or other tower within the rights-of-way is the least intrusive means to do so.

Antennas must be located at a minimum of 20 feet above established grade measured at the base of the wireless support structure

4.3 Noise

The applicant is required to incorporate ambient noise suppression measures and/or required to place the equipment in locations less likely to impact adjacent residences or businesses to ensure compliance with all applicable noise regulations. The maximum allowable noise emitted by the Small Wireless Facility shall not exceed 30 dB measured at a distance of 3 feet from any portion of the facility.

4.4 Related Ground Equipment

The applicant is required to ensure that ground equipment meets the following design criteria to minimize the aesthetic and safety impacts of supporting equipment on the public.

1. Ground Equipment near street corners and intersections: Ground equipment should be minimal and the least intrusive. To minimize any obstruction, impediment, or hindrance to the usual travel or public safety on a ROW the maximum line of sight required to add to safe travel of vehicular and pedestrian traffic and in order to maximize that line of sight at Street corners and intersections and to minimize hazards at those locations, ground equipment may not be installed within the visibility triangle or as prohibited by sight distance calculations set out in other applicable law.
2. Ground Equipment near Municipal parks. For the safety of Municipal park patrons, particularly small children, and to allow full line of sights near Municipal park property, the Telecommunication service provider shall not install ground equipment in a ROW that is within a Municipal park or within 250 feet of the boundary line of a Municipal park, unless approved by the City Administrator or designee in writing.
3. Minimize Ground equipment density: To enhance the public safety requirements of line of sight of pedestrians, particularly small children, the City's designee may deny a request for a proposed Location if the Telecommunication service provider installs Small Wireless Facility ground equipment where existing ground equipment within 100 feet radius already occupies a footprint of a total of 25 sq. ft. or more.

5. Safety Requirements

Prevention of failures and accidents. Any Person who owns a Small Wireless Facility and/or Wireless Support Structure sited in the ROW shall at all times employ ordinary and reasonable care and install and maintain in use industry standard technology for preventing failures and accidents which are likely to cause damage, injury, or nuisance to the public.

Compliance with fire safety and FCC regulations. Small Wireless Facilities, wires, cables, fixtures, and other equipment shall be installed and maintained in substantial compliance with the requirements of the National Electric Code, all FCC, state, and local regulations, and in such manner that will not interfere with the use of other property.

Changes in state or federal standards and regulations. If state or federal standards and regulations are amended, the owners of the Small Wireless Facilities and/or Wireless Support Structures governed by this chapter shall bring any facilities and/or structures into compliance with the revised standards and regulations within six months of the effective date of the standards and regulations, unless a different compliance schedule is mandated by the regulating agency. Failure to bring Small Wireless Facilities and/or Wireless Support Structures into compliance with any revised standards and regulations shall constitute grounds for removal at the owner's expense.

Surety bond or equivalent financial tool for cost of removal. All owners must procure and provide to the City a bond, or must provide proof of an equivalent financial mechanism, to ensure compliance with all provisions of this chapter. The bond must be maintained for as long as the owner has Small Wireless Facilities and/ or Wireless Support Structures located in the ROW. The bond or equivalent financial method must specifically cover the cost of removal of unused or Abandoned Small Wireless Facilities and/ or Wireless Support Structures or damage to City property caused by an Operator or its agent of each Small Wireless Facility and/ or Wireless Support Structure in case the City has to remove or pay for its removal. Two acceptable alternatives to a bond include a funds set-aside and a letter of credit.

RESOLUTION NO. 2019-25

**A RESOLUTION APPROVING A PLAT OF SURVEY FOR
PARCEL NO. 2019-56 AND 2019-57**

WHEREAS, Civil Engineering Consultants, Inc., on behalf of Knapp Properties, Inc., has submitted two Plats of Survey, to be known as Parcel No. 2019-56 and Parcel No. 2019-57, located within Outlot 'F' of Tournament Club of Iowa Plat 1, an official plat in the City of Polk City, Iowa to the City of Polk City for their approval; and

WHEREAS, Parcel No. 2019-56 and Parcel No. 2019-57 are being split from said Outlot for the purpose of transferring the title of said parcels from Knapp Properties, Inc. to Tournament Club of Iowa, LLC, since the existing cart path for the golf course encroaches upon said parcels; and

WHEREAS, Parcel No. 2019-56 and Parcel No. 2019-57 are not independently buildable parcels in accordance with Polk City Zoning Regulations and their land use shall continue to be as part of the golf course; and

WHEREAS, the City Attorney and City Engineer has reviewed the two Plats 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. 2019-56 and No. 2019-57.

PASSED AND APPROVED the 8th day of April, 2019.

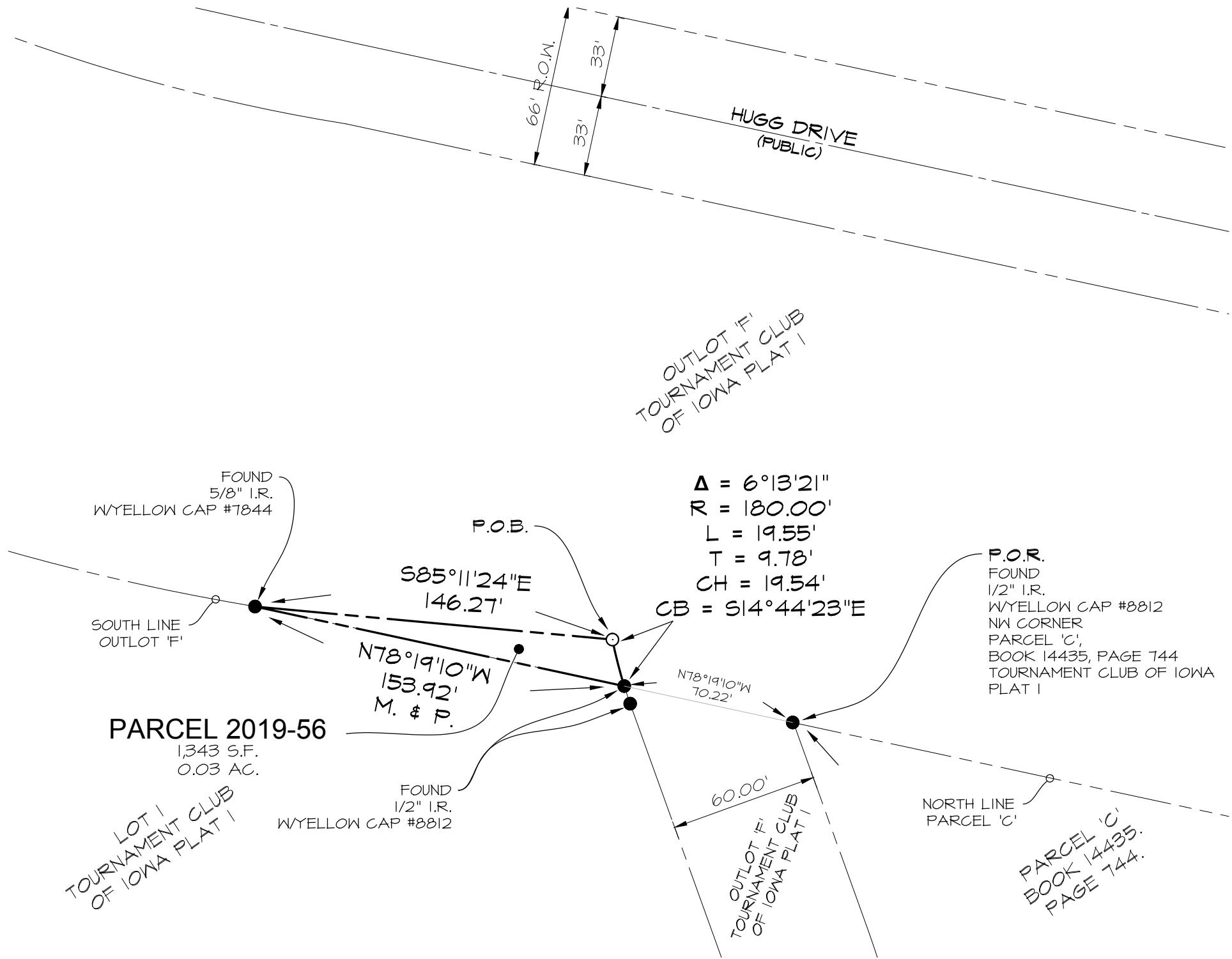
Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk

PLAT OF SURVEY
 PARCEL 2019-56 OF OUTLOT 'F'
 TOURNAMENT CLUB OF IOWA PLAT I
 POLK CITY, IOWA

Civil Engineering Consultants, Inc.
 2400 86th Street, Unit 12, Des Moines, Iowa, 50322
 515.276-4884, Fax: 515.276-7084, mail@cecinc.com



PROPERTY OWNER
 KNAPP PROPERTIES, INC.
 5000 WESTOWN PKWY STE 400
 WEST DES MOINES, IA 50266-5921

ZONING
 RUD
 PLANNED UNIT DEVELOPMENT DISTRICT

LEGAL DESCRIPTION - PARCEL 2019-56
 A PARCEL OF LAND IN OUTLOT 'F', TOURNAMENT CLUB OF IOWA, PLAT I, AN OFFICIAL PLAT RECORDED IN BOOK 9122, PAGE 1, CITY OF POLK CITY, POLK COUNTY, IOWA, THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE NORTHWEST CORNER OF PARCEL 'C' OF LOT 1, RECORDED IN BOOK 14435, PAGE 144; THENCE N78°19'10"W, 70.22 FEET TO A CORNER OF SAID OUTLOT 'F'; SAID POINT BEING THE POINT OF BEGINNING; THENCE N78°19'10"W, 153.92 FEET ALONG A SOUTH LINE OF OUTLOT 'F' TO A POINT; THENCE S85°11'24"E, 146.27 FEET TO A POINT; THENCE SOUTHERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 180.00 FEET AND A CHORD BEARING OF S14°44'23"E, AN ARC LENGTH OF 19.55 FEET TO THE POINT OF BEGINNING, CONTAINING 0.03 ACRES MORE OR LESS.

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.

March 27, 2019
 JEFFREY A. GADDIS, IOWA LICENSE NO. 18381 DATE MY LICENSE RENEWAL DATE IS DECEMBER 31, 2020
 PAGES OR SHEETS COVERED BY THIS SEAL: this sheet only

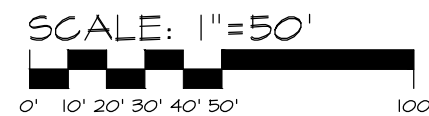
LEGEND

- — — — — PROPERTY BOUNDARY
- — — — — PARCEL LINES
- — — — — EXISTING LOT LINES
- — — — — ORIGINAL LOT LINES
- — — — — SECTION LINES
- — — — — EASEMENT LINES
- — — — — CENTER LINE
- — — — — BUILDING SETBACK LINE
- ▲ FOUND SECTION CORNER
- △ SET SECTION CORNER
- FOUND PROPERTY CORNER
- SET PROPERTY CORNER (3/8" I.R. WYELLOW CAP #7844 UNLESS OTHERWISE NOTED)
- M. MEASURED BEARING & DISTANCE
- P. PREVIOUSLY RECORDED BEARING & DISTANCE
- D. DEEDED BEARING & DISTANCE
- I.R. IRON ROD
- P.O.B. POINT OF BEGINNING
- P.O.R. (1234) POINT OF REFERENCE ADDRESS

INDEX LEGEND	
COUNTY:	POLK
CITY:	POLK CITY
SUBDIVISION:	TOURNAMENT CLUB OF IOWA PLAT I
LOT:	OUTLOT 'F'
PROPRIETOR (S):	KNAPP PROPERTIES, INC.
REQUESTED BY:	KNAPP PROPERTIES, INC.
LAND SURVEYOR:	JERRY P. OLIVER, PLS
RETURN TO:	CIVIL ENGINEERING CONSULTANTS, INC ATTN: JERRY P. OLIVER
COMPANY:	2400 86TH STREET, UNIT 12, URBANDALE, IA 50322 PHONE: 515-276-4884

AREA TABLE-PARCEL 2017-196

1/4 1/4 SECTION	AREA
NE 1/4, NE 1/4 SEC. 35-81-25	0.03 AC.
TOTAL	0.03 AC.



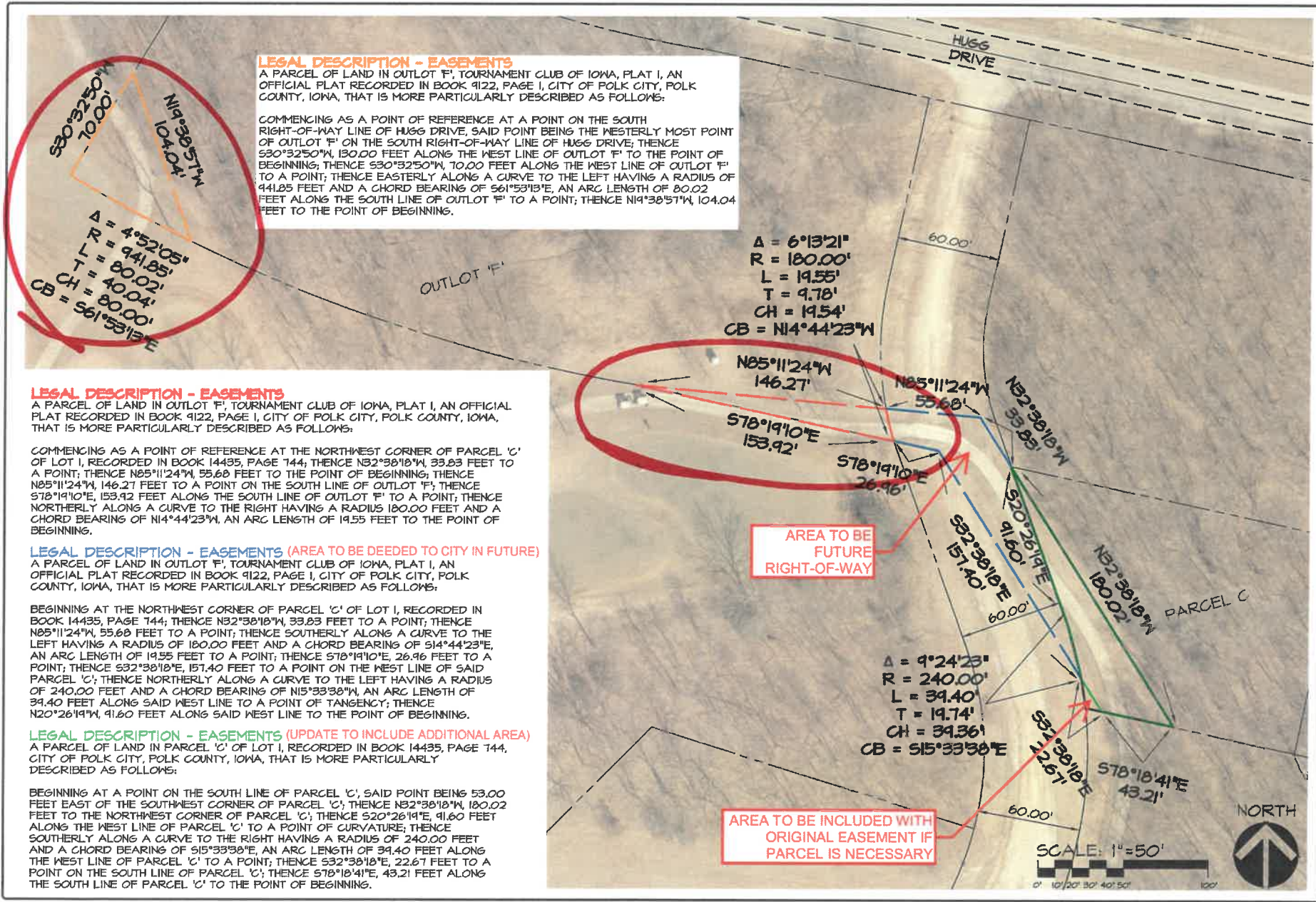
DATE:	REVISIONS	COMMENTS
MARCH 27, 2019	1	
	2	
	3	
	4	
	5	JPO
	6	MEH

OUTLOT 'F' - TOURNAMENT CLUB OF IOWA, PLAT I
 POLK CITY, IA
 PLAT OF SURVEY PARCEL 2017-196

SHEET
 OF 1
 E-6986

Q:\E-FILES\6-6000\6986_C3D Drawings\POS\6986 POS 2019-56.dwg, 3/27/2019 2:19:31 PM, meh11, 1:

I:\FILES\6-0000\69161_C3D Drawings\Plan\56986 GOLF COURSE EASE EXHIBITS - ROTATED FROM CEC BASE.dwg, 6/6/2017 2:52:58 PM, mshill, 1:1



LEGAL DESCRIPTION - EASEMENTS

A PARCEL OF LAND IN OUTLOT F', TOURNAMENT CLUB OF IOWA, PLAT 1, AN OFFICIAL PLAT RECORDED IN BOOK 9122, PAGE 1, CITY OF POLK CITY, POLK COUNTY, IOWA, THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF HUGG DRIVE, SAID POINT BEING THE WESTERLY MOST POINT OF OUTLOT F' ON THE SOUTH RIGHT-OF-WAY LINE OF HUGG DRIVE; THENCE S30°32'50"W, 70.00 FEET ALONG THE WEST LINE OF OUTLOT F' TO THE POINT OF BEGINNING; THENCE S30°32'50"W, 130.00 FEET ALONG THE WEST LINE OF OUTLOT F' TO A POINT; THENCE EASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 941.85 FEET AND A CHORD BEARING OF S61°53'13"E, AN ARC LENGTH OF 80.02 FEET ALONG THE SOUTH LINE OF OUTLOT F' TO A POINT; THENCE N14°38'51"W, 104.04 FEET TO THE POINT OF BEGINNING.

$\Delta = 4^{\circ}52'05"$
 $R = 941.85'$
 $L = 80.02'$
 $T = 40.04'$
 $CH = 80.00'$
 $CB = S61^{\circ}53'13"E$

$\Delta = 6^{\circ}13'21"$
 $R = 180.00'$
 $L = 19.55'$
 $T = 9.78'$
 $CH = 19.54'$
 $CB = N14^{\circ}44'23"W$

LEGAL DESCRIPTION - EASEMENTS

A PARCEL OF LAND IN OUTLOT F', TOURNAMENT CLUB OF IOWA, PLAT 1, AN OFFICIAL PLAT RECORDED IN BOOK 9122, PAGE 1, CITY OF POLK CITY, POLK COUNTY, IOWA, THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE NORTHWEST CORNER OF PARCEL 'C' OF LOT 1, RECORDED IN BOOK 14435, PAGE 144; THENCE N32°38'18"W, 33.83 FEET TO A POINT; THENCE N85°11'24"W, 55.68 FEET TO THE POINT OF BEGINNING; THENCE N85°11'24"W, 146.27 FEET TO A POINT ON THE SOUTH LINE OF OUTLOT F'; THENCE S78°19'10"E, 153.92 FEET ALONG THE SOUTH LINE OF OUTLOT F' TO A POINT; THENCE NORTHERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS 180.00 FEET AND A CHORD BEARING OF N14°44'23"W, AN ARC LENGTH OF 19.55 FEET TO THE POINT OF BEGINNING.

AREA TO BE FUTURE RIGHT-OF-WAY

LEGAL DESCRIPTION - EASEMENTS (AREA TO BE DEEDED TO CITY IN FUTURE)

A PARCEL OF LAND IN OUTLOT F', TOURNAMENT CLUB OF IOWA, PLAT 1, AN OFFICIAL PLAT RECORDED IN BOOK 9122, PAGE 1, CITY OF POLK CITY, POLK COUNTY, IOWA, THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PARCEL 'C' OF LOT 1, RECORDED IN BOOK 14435, PAGE 144; THENCE N32°38'18"W, 33.83 FEET TO A POINT; THENCE N85°11'24"W, 55.68 FEET TO A POINT; THENCE SOUTHERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 180.00 FEET AND A CHORD BEARING OF S14°44'23"E, AN ARC LENGTH OF 19.55 FEET TO A POINT; THENCE S78°19'10"E, 26.96 FEET TO A POINT; THENCE S32°38'18"E, 157.40 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL 'C'; THENCE NORTHERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 240.00 FEET AND A CHORD BEARING OF N15°33'38"W, AN ARC LENGTH OF 39.40 FEET ALONG SAID WEST LINE TO A POINT OF TANGENCY; THENCE N20°26'19"W, 91.60 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

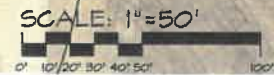
AREA TO BE INCLUDED WITH ORIGINAL EASEMENT IF PARCEL IS NECESSARY

LEGAL DESCRIPTION - EASEMENTS (UPDATE TO INCLUDE ADDITIONAL AREA)

A PARCEL OF LAND IN PARCEL 'C' OF LOT 1, RECORDED IN BOOK 14435, PAGE 144, CITY OF POLK CITY, POLK COUNTY, IOWA, THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF PARCEL 'C', SAID POINT BEING 53.00 FEET EAST OF THE SOUTHWEST CORNER OF PARCEL 'C'; THENCE N32°38'18"W, 180.02 FEET TO THE NORTHWEST CORNER OF PARCEL 'C'; THENCE S20°26'19"E, 91.60 FEET ALONG THE WEST LINE OF PARCEL 'C' TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 240.00 FEET AND A CHORD BEARING OF S15°33'38"E, AN ARC LENGTH OF 39.40 FEET ALONG THE WEST LINE OF PARCEL 'C' TO A POINT; THENCE S32°38'18"E, 22.67 FEET TO A POINT ON THE SOUTH LINE OF PARCEL 'C'; THENCE S78°18'41"E, 43.21 FEET ALONG THE SOUTH LINE OF PARCEL 'C' TO THE POINT OF BEGINNING.

$\Delta = 9^{\circ}24'23"$
 $R = 240.00'$
 $L = 39.40'$
 $T = 19.74'$
 $CH = 39.36'$
 $CB = S15^{\circ}33'38"E$



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

CEC

DATE	REVISIONS	COMMENTS
JUNE 01, 2017	1	
	2	
	3	
	4	
	5	
	6	

DATE OF SURVEY: _____
 DRAWN BY: _____
 CHECKED BY: _____

TOURNAMENT CLUB OF IOWA, PLAT 1
 POLK CITY, IOWA

GOLF CART EASEMENTS - OUTLOT F'

E-6926