Agenda Notice of Meeting Polk City | City Council

May 13, 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. Presentations

- a. Catch Des Moines annual update Greg Edwards
- b. Tree City USA annual presentation Ken Morse
- **5. Public Comments:** This is the time and place for comments for any item other than those that are a Public Hearing. If you wish to speak, please come to the podium and state your name and address for the record. You are requested to keep your comments to five minutes.

6. Consent Items

- a. City Council Meeting Minutes for April 22, 2019
- b. City Council Works Session Meeting Minutes for April 22, 2019
- c. Receive and file the Parks Meeting Minutes for May 6, 2019
- d. Claims listing dated May 13, 2019
- e. Resolution 2019-32 setting a Public Hearing on May 28, 2019 at 6 p.m. for an Amendment to the FY 18/19 Budget
- f. Twelve months Class C Liquor License for Waters Edge with Outdoor Services and Sunday Sales effective 6/24/2019
- g. Receive and file the March 4, 2019 and April 1, 2019 Library Board Meeting Minutes
- h. Receive and file the April 2019 Library Stats report and Director report
- i. Hiring Kaylnn Pitcher as temporary summer library aide at \$9.00 per hour
- Resolution 2019-33 authorizing clerk to certify unpaid water and sewer charges for collections with Polk County Treasurer
- k. Receive and file the April 2019 Water Report
- 1. Contract for Audit services for FY19 with Faller, Kincheloe, & Co not to exceed \$10,500
- m. Temporary site plan for usage of the square for Memorial Weekend flags
- n. Amended temporary site plan for Sounds on the Square for May 24, 2019
- o. Resolution 2019-35 fixing date for a public hearing on the proposal to enter into Development Agreement with Polk County, Iowa and MJR Development, L.L.C.
- p. Hiring Dani Scott as year-round part-time Public Works employee at \$15 per hour effective May 14, 2019
- q. Resolution 2019-38 approving Pay App No. 8 and partial retainage release for Davis Street Reconstruction Project in the amount of \$30,352.12

7. Business Items

- a. Resolution 2019-34 approving Snyder & Associates March 2019 invoice in the amount of \$25,735.05
- b. Big Creek Valley Plat 1
 - i. Resolution 2019-40 accepting off-site easements needed for BCV
 - ii. Resolution 2019-39 approving construction drawings for public improvements
- c. First reading of Ordinance 2019-600 amending Chapter 25 City Administrator to City Manager and amending all references to City Manager instead of City Administrator
 - i. Optional waive second and third readings and adopt Ordinance 2019-600
- d. Resolution 2019-37 approving advertisement for a city manager

8. Reports & Particulars

Mayor Proclamation – Police Week, May 12-18th
Public Works Week, May 19-25th
EMS Week, May 19-25th

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

9. Adjournment

--next meeting date TUESDAY May 28, 2019



From: <u>ker</u>

To: <u>Jenny Gibbons</u>

Subject: Fwd: Tree City Growth Press Polk City

Date: Thursday, April 4, 2019 4:57:30 PM

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: "Hanigan, Emma" <emma.hanigan@dnr.iowa.gov>

Date: 4/4/19 4:15 PM (GMT-06:00)

To: ken <ken@4morse.com>

Subject: Tree City Growth Press Polk City

Congratulation Tree City USA Growth Award Winner and thank you for attending the Iowa Urban Forestry Award Luncheon!

Below is a press release from the Luncheon for you to pass on to your local news outlets. Additionally, your picture from the luncheon is attached to be included if you choose.

IMMEDIATE RELEASE: APRIL 4, 2019

CITY OF POLK CITY: TREE CITY USA GROWTH AWARD RECIPIENT

DES MOINES – The City of Polk City was recently honored with the 2018 Tree City USA Growth Award at the 29th Annual Community Forestry Awards Luncheon in Des Moines. The award was presented by the Arbor Day Foundation and the Iowa Department of Natural Resources April 3rd at the Sheraton in West Des Moines.

"The Tree City USA award is a symbol for communities who have made a commitment to the management of public trees," says state forester Jeff Goerndt. "The City of Polk City has provided an outstanding example for other Iowa communities by enhancing our forest resources and demonstrating the great value of trees in providing multiple benefits for future generations."

Polk City was one of 16 Iowa communities to qualify for Tree City USA Growth status. To receive the award, a city must, at a minimum, provide education and public relations; partnerships; planning and management; and tree planting and maintenance in their communities.

Media contact: Emma Hanigan, Iowa Department of Natural Resources, at 515-249-1732.

Thank you,

Emma Hanigan | Urban Forestry Coordinator Iowa Department of Natural Resources, Forestry 515-249-1732 | emma.hanigan@dnr.iowa.gov 502 E 9th Street, Des Moines, IA 50319 www.iowadnr.gov/urbanforesty

MEETING MINUTES The City of Polk City City Council Meeting 6:00 p.m., Monday, April 22, 2019 City Hall

Polk City, City Council held a meeting at 6:00 p.m., on April 22, 2019. The Agenda was posted at the City Hall office as required by law. These tentative minutes reflect all action taken at the meeting.

Mayor and	City Co.	uncil Mem	bers Present:
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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

Staff Members Present:

Don Sandor | Interim City Administrator

Lindsey Huber | Assistant City Administrator/Finance Director

Jenny Gibbons | City Clerk Billy Mallory | City Attorney

Kathleen Connor | City Engineering Representative

Trace Kendig | Police Chief Jim Mitchell | Fire Chief

Mike Schulte | Public Works Director Jamie Noack | Library Director

- 1. Call to Order | Mayor Morse called the meeting to order at 6:00 p.m.
- 2. <u>Roll Call</u> / Dvorak, Vogel, Walters, Anderson, Sarchet | In attendance
- 3. Approval of Agenda

MOTION: A motion was made by Anderson and seconded by Vogel to approve the meeting agenda.

MOTION CARRIED UNANIMOUSLY

- 4. *Public Comments* | None
- 5. Consent Agenda Items

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

- 1. Consider motion to approve the City Council Meeting Minutes for April 8, 2019
- 2. Consider motion to receive and file the Board of Adjustment Meeting Minutes from April 16, 2019
- 3. Consider motion to approve the April 22, 2019 Claims
- 4. Consider motion to approve the March 2019 Finance Report
- 5. Consider motion to accept resignation from Mark Paeper, IT Director effective April 19, 2019
- 6. Consider motion to approve twelve (12) month Class C liquor license for Fareway Stores #137 located at 1101 South 4th Street effective June 17, 2019
- 7. Consider motion to move May 27, 2019 Council Meeting to May 28, 2019 at 6pm due to the Memorial Day Holiday
- 8. Consider motion to approve Resolution 2019-30 ordering construction of certain public improvements for the East Grimes Street and Deer Haven Street Intersection Repairs Project and fixing dates for a public hearing thereon Tuesday, May 28, 2019 at 6pm and the taking of bids thereon May 16, 2019 at 10am
- 9. Consider motion to approve Resolution 2019-27 appointing Don Sandor as Polk City's primary representative to the Des Moines Metropolitan Wastewater Reclamation Authority (WRA)
- 10. Consider motion to approve Resolution 2019-28 appointing Don Sandor as Polk City's primary representative to the Des Moines Area Metropolitan Planning Organization Technical Committee (TTC)
- 11. Consider motion to receive and file the March 2019 Police Department Report
- 12. Consider motion to approve the FY 19/20 budgeted purchase of a replacement skid loader for Public Works in the amount of \$35,430.42 after trade (budgeted amount \$50,000)
- 13. Consider motion to approve the FY 19/20 budgeted purchase of a replacement mower for Public Works in the amount of \$12,549.53 after trade (budgeted amount \$10,000)
- 14. Consider motion to receive and file the March 2019 Fire Department Report

MOTION CARRIED UNANIMOUSLY

6. New Business

- 1. Development Agreement with MJR Development and Polk County
 - a. Mayor Morse opened the Public Hearing at 6:02 pm on the proposed Development Agreement. Jenny Gibbons, City Clerk, said the notice was published April 12, 2019 and no comments had been received for or against the Agreement. No one was present to be heard for or against the proposed Agreement.

MOTION: A motion was made by Anderson and seconded by Dvorak to close the public hearing at 6:06 pm and reopen the regular meeting.

MOTION CARRIED UNANIMOUSLY

b. *MOTION:* A motion was made by Dvorak and seconded by Walters to approve Resolution 2019-29 authorizing the Development Agreement with Polk County, Iowa and MJR Developments L.L.C.

MOTION CARRIED UNANIMOUSLY

2. *MOTION:* A motion was made by Vogel and seconded by Sarchet to approve Resolution 2019-31 approving Construction Drawings for Big Creek Valley Plat 1 for only the Public Sanitary Sewer and Water Main Improvements

MOTION CARRIED UNANIMOUSLY

3. *MOTION:* A motion was made by Sarchet and seconded by Vogel to authorize Snyder and Associates Engineering Agreement in the amount of \$18,200 to provide engineering services related to preparing of construction documents and provision of bid phase and construction phase services for the 2019 Street Repair Project

YES: Vogel, Sarchet, Dvorak

NO: Anderson
ABSTAIN: Walters
MOTION CARRIED

- 4. *MOTION:* A motion was made by Walters and seconded by Anderson to approve proposal from Hinson Consulting, L.L.C. in the amount of \$9,200 for search services related to the selection of a City Administrator *MOTION CARRIED UNANIMOUSLY*
- 7. <u>Reports & Particulars</u> | Mayor, Council, City Administrator, Staff, Boards, and/or Commissions
 Mayor proclaimed April 26th as Arbor Day and the week of May 5-11th as Municipal Clerk's week.
 - Interim City Administrator, Sandor discussed the recent resignation of our IT Director and a meeting that was held with Aureon Technology for contracted IT services. Once the City Attorney has reviewed, Staff intends to bring back a new agreement for Council to approve this managed solution and not replace this position on staff. Sandor reviewed recent legislation proposal that would restrict cities to limit growth to 2% per year. This bill would allow cities to capture new growth but would cap reserves to 25% which Polk City currently exceeds. Sandor said this is concerning to a lot of cities and counties, especially since it doesn't affect schools or other taxing entities. He said the Senate and House proposed Bills differ enough that they may not be able to go to this session if they still intend to end session by the end of the week.
 - Council Member Sarchet expressed his concern about this new proposed legislation. He said based on the
 information provided at the MAC meeting from an update provided by the League of Cities saying there is a
 significant push to get something done in response to the taxable valuation increases however, in his opinion it
 doesn't accomplish a ton, but puts Polk City in a tough spot with our targeted growth and low levy rates. He said
 something is going to pass and we will have to respond.
 - Council Member Walters said he appreciates the minor changes and updates to the packet, looks forward to continued improvements. Walters shared his condolences for Amy and her family.
 - Mayor Morse also expressed his condolences to Amy for the loss of Bill Stowe. Mayor thanked Library Director, Jamie Noack, for presenting at the Chamber Luncheon. He said lots of great things happening in and around the Library and he appreciates all the work done by Library Staff. Mayor recognized Tommy Howard in the Public Works department for the wonderful job he is doing with GIS.
 - Public Works Director Schulte said Tommy has been a great resource and in partnership with Snyder, Tommy has been maintaining GIS files and updating the database and mapping. Schulte also recognized Tommy for his completion of the City sign inventory he had been tasked with, and said it is a big accomplishment for him personally as well as the Public Works Department. Schulte also reported the first day of water main flushing went very well as the department moved quickly and is tracking almost halfway completed with the project in just one day. Schulte reminded everyone the city-wide clean up event is this Saturday, April 27th.
 - Chief Mitchell announced Tim Cory's Retirement Open House is scheduled for this Sunday, April 28th in the Community Room.

8.	Adi	iournment
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MOTION: A motion was made by Anderson and seconded by Dvorak to adjourn 6:36	p.m.
MOTION CARRIED UNANIMOUSLY	

Next Meeting Date - Monday, May 13, 2019 at 6:00 p.m.

Jason Mors	se Mayor	
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Attest	
Jenny Gibbons, City Clerk	

MEETING MINUTES The City of Polk City Work Session 5:00 p.m., Monday, April 22, 2019 City Hall Council Chambers

A Council Workshop was held on April 22, 2019 at 5:00 p.m. at City Hall in Polk City, Iowa.

Mayor and City Council Members Present:	Staff Members Present:
Jason Morse Mayor	Don Sandor Interim City Administrator
Dave Dvorak City Council Member	Lindsey Huber Assistant City Administrator/Finance Director
Mandy Vogel City Council Member	Jenny Gibbons City Clerk
Jeff Walters Pro Tem	Jim Mitchell Fire Chief
Ron Anderson City Council Member	Trace Kendig Police Chief
Robert Sarchet City Council Member	Mike Schulte Public Works Director

Minutes

Don Sandor, Interim City Administrator, reviewed potential search firms for the City Administrator position, cost and availability. Mayor and Council discussed the best option to move forward.

Mayor asked for input regarding the title of this position and timing of any potential changes. Council and Staff discussed changing the title to City Manager.

<u>Adjournment</u> – Meeting Adjourned at 5:40 p.m.		
	Jason Morse, Mayor	
Jenny Gibbons, City Clerk		

RESOLUTION NO. 2019-32

A RESOLUTION SETTING A PUBLIC HEARING ON AN AMENDMENT TO THE FY 18/19 BUDGET FOR THE CITY OF POLK CITY, IOWA

WHEREAS, the City Council of the City of Polk City, Iowa and City Staff have prepared an amendment to the Fiscal Year 2018-2019 City Budget; and
WHEREAS, it is necessary to hold a public hearing to review and approve an amendment to the budget.
NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa hereby orders a public hearing and notice thereof to be held on May 28, 2019 at 6:00 p.m. in the City Hall Council Chambers, Polk City, Iowa on the amendment to the FY 18/19 City Budget.
PASSED AND APPROVED the 13th day of May 2019.
Jason Morse, Mayor
ATTEST:
Jenny Gibbons, City Clerk

MEETING MINUTES The City of Polk City Parks Commission 6:00 p.m., Monday, May 6, 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.

Parks Commission Members Present:

Kelley Haaland | Chair Josh Ludwig | Pro Tem

Holly Motsch | Parks Commission Member Josh Reed | Parks Commission Member

Parks Commission Members Absent:

Amy Bentley | Parks Commission Member Ashley Delaney | Parks Commission Member Staff Members Present:

Jason Morse | Mayor

Lindsey Huber | Assistant City Administrator

Becky Leonard | Deputy City Clerk

Additional Attendees:

Ken Morse | Tree Board

- 1. Call to Order | The meeting was called to order at 6:00 p.m.
- 2. <u>Roll Call</u> |Motsch, Ludwig, Haaland, Reed |In attendance Bentley, 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. <u>Audience Items</u> | Joel Sowieja, 1812 Robin Ct, was in attendance and asked when a playground will be added to Lost Lake Park. Commission Member Reed advised that the Commission provided a wish list to Council for all parks in town, not just Lost Lake Park. Part of the recent improvements in Lost Lake Park included adding a trail and tiling, noting more tiling work is yet to be done due to drainage issues. All future improvements to parks in Polk City will be prioritized as funding allows. When asked what the residents can do to expedite the playground Reed recommended attending the Parks meetings and encouraged them to apply for different grants that can help fund the desired playground.

5. Memorial Day Flags

Tracy Lund was in attendance and gave an overview of this year's request stating most of the flags will be installed early morning on Friday, May 24 with the last quadrant to be added early Saturday morning following the Sounds on the Square. Lund advised the ceremony will have the same format as last year and is tentatively scheduled for 1:00pm pending member availability.

A motion was made by Reed and seconded by Motsch to recommend Council approve use of the Town Square for Tracy Lund and American Legion Auxiliary for Flags on the Square with placement of flags beginning at 5:00am Friday, May 24, 2019 and 5:00am on Saturday, May 25, 2019 until 2:00pm on Monday, May 27, 2019 with the Memorial Day Ceremony at 1:00pm.

MOTION CARRIED UNANIMOUSLY

6. Sounds on the Square

Brigett DeVos with PCCEDC was in attendance and advised the amended site plan consists of the addition of a fundraiser table for the American Legion Auxiliary to sell poppy flowers during the Sounds on the Square.

A motion was made by Reed and seconded by Ludwig to recommend Council approve the Amended Temporary Site Plan for Sounds of the Square on Friday, May 24, 2019.

MOTION CARRIED UNANIMOUSLY

- 7. <u>Tree Board Report</u> | Ken Morse reported that Arbor Day was the last Friday in April. The Arbor League planted a tree at the elementary school and replaced a dead tree at Kiwanis Park. In addition, they will make a presentation for the Tree City U.S.A. to Council next week.
- 8. <u>Staff Report</u> | Mayor Morse stated that Don Sandor has been hired as an interim city administrator and a search firm has been hired to help find a permanent replacement. The Commission will be kept informed as the search progresses. Morse thanked Tracy and Brigett for their communication and coordination with each other for both of their events. Morse has had several email exchanges with Joel Sowieja regarding Lost Lake Park and referenced his most recent email to Sowieja on April 17th which gives a synopsis of where the City is at with park improvements along with the funding limitations.
- 9. Public Works Report | No report

10. <u>Commission Report</u> | Commission Member Reed asked if there is a need to look at moving the Parks meetings to a quarterly schedule instead of every month. They discussed meeting monthly during the spring and summer months at the different parks.

11. Adjournment - A unanimous motion was made to adjourn at 6:27pm.

Next Meeting Date - Monday, June 3, 2019 at Lost Lake Park

Becky Leonard, Deputy City Clerk

CLAIMS REPORT

The City of Polk City

e City of P			For	5/13/2019
ARTMENT	FUND	VENDOR	EXPENSE TYPE	AMOUNT
ALL	GENERAL	FIRST BANK CARD	CITY CREDIT CARD	\$2,31
ALL	GENERAL	STAPLES	SUPPLIES	\$37
BLDG	GENERAL	METRO WASTE AUTHORITY	CURB IT RECYCLING	\$4,5
BLDG	GENERAL	SAFE BUILDING COMP. & TECH	BUILDING INSPECTIONS	\$9,9
СН	GENERAL	AHLERS & COONEY	MJR DEVELOPMENTS-BCV PH.1 DA	\$1,2
СН	GENERAL	ANKENY SANITATION	CLEAN-UP DAY	\$13,4
СН	GENERAL	AUREON TECHNOLOGY	MONTHLY INTERNET/CIRCUIT	\$2
СН	GENERAL	BRICK LAW FIRM	LEGAL SERVICES	\$5,2
CH	GENERAL	BUSINESS PUBLICATIONS CORP	PUBLIC NOTICES	\$5
CH	GENERAL	CENTURY LINK	PHONE SERVICE	\$6
CH	GENERAL	CITY LAUNDERING	FIRST AID SUPPLIES	\$
CH	GENERAL	CRYSTAL CLEAR WATER CO	PURCHASED WATER	\$
CH	GENERAL	FALLER, KINCHELOE & CO. CPAS	AUDIT COMPLETION	\$4,7
CH	GENERAL	GRINNELL STATE BANK	BANK CHARGES	\$
СН	GENERAL	GWORKS	SPRING 2019 USER GROUP PACKET	\$
СН	GENERAL	LINDSEY HUBER	REIMBURSEMENT-2019 GYM MEMBERSHIP	\$2
СН	GENERAL	LINDSEY HUBER	REIMBURSEMENT-MILEAGE	\$
СН	GENERAL	MEDIACOM	INTERNET SERVICE	\$1
СН	GENERAL	MMIT BUSINESS SOLUTIONS GROUP	COPIER RENTAL	\$1
CH	GENERAL	PC PRINT CENTER	OFFICE SUPPLIES	\$
СН	GENERAL	POLK COUNTY RECORDER	RECORDING FEE	\$
CH	GENERAL	RELIABLE MAINTENANCE CO	APRIL JANITORIAL	\$1
CH	GENERAL	SPEER FINANCIAL, INC.	FY2019 CONTINUING DISCLOSURE	\$4
CH	GENERAL	STOREY KENWORTHY	CHECKS	\$2
CH				
	GENERAL	TOTAL QUALITY INC.	LAWNCARE	\$1
COMM BLDG	GENERAL	CITY LAUNDERING	FIRST AID SUPPLIES	\$
COMM BLDG	GENERAL	K-GUARD IOWA	REPLACE GUTTER W/GUARD	\$5
COMM BLDG	GENERAL	RELIABLE MAINTENANCE CO	APRIL JANITORIAL	\$1
FD	GENERAL	440-PRAXAIR DISTR. INC.	OXYGEN	\$4
FD	GENERAL	AUREON TECHNOLOGY	MONTHLY INTERNET/CIRCUIT	\$2
FD	GENERAL	CUSTOM AWARDS & EMBROIDERY INC	RETIREMENT PLAQUE	\$
FD	GENERAL	MATT MEINERS	EMT MANUAL/BACKGROUND CK/SHIRT	\$2
FD	GENERAL	MEDIX OCCUPATIONAL HEALTH	PHYSICAL EXAM-MCKINSTRY	\$6
FD	GENERAL	MENARDS	REPAIR B457	\$
FD	GENERAL	NELSON AUTOMOTIVE	SERVICE C461	\$
FD	GENERAL	RACOM	EDACS	\$6
LIB	GENERAL	ABSOLUTE SCIENCE	SRP PROGRAM	\$3
LIB	GENERAL	AMAZON	BOOKS	\$2,7
LIB	GENERAL	BAKER & TAYLOR	BOOKS	\$4
LIB	GENERAL	CENTURY LINK	PHONE SERVICE	\$3
LIB	GENERAL	CHAD LEWIS	PARANORMAL PROGRAM	\$2
LIB	GENERAL	CLEANING CONNECTION INC	CARPET CLEANING/FLOOR MAINT	\$1,8
LIB	GENERAL	COPY SYSTEMS INC.	OUARTERLY COPY CONTRACT	\$1
LIB	GENERAL	DYNAMIC IMAGING SOLUTIONS INC	SPINE LABELS	\$
LIB	GENERAL	GURNSEY ELECTRIC CO	LIBRARY-REPAIR RESTROOM FAN	\$3
LIB	GENERAL	MARK MORAN	WHAT IS IT WORTH PROGRAM	\$4
LIB	GENERAL	MICROMARKETING, LLC	BOOKS ON CD	\$3
LIB	GENERAL	NOAH RIEMER PRODUCTIONS LLC	DUKE OTHERWISE PERFORMANCE	\$3
			TECH SUPPORT-MARCH/APRIL	ł .
LIB	GENERAL	RICHARD TAYLOR		\$4
LIB	GENERAL	TOTAL QUALITY INC.	SPRINKLER DATE COLO MANOR MODES	\$4
MAYOR	GENERAL	GREATER DES MOINES PARTNERSHIP	DMDC 2019-MAYOR MORSE	\$2,2
PARKS	GENERAL	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	\$1,1
PARKS	GENERAL	CITY LAUNDERING	FIRST AID SUPPLIES	\$
PARKS	GENERAL	GURNSEY ELECTRIC CO	REPAIR TENNIS COURT LIGHTS	\$6
PARKS	GENERAL	K-GUARD IOWA	REPLACE GUTTER W/GUARD	\$1
PARKS	GENERAL	POLK COUNTY HEATING & COOLING	REPAIR LEAK IN RESTROOM	\$2
PARKS	GENERAL	RELIABLE MAINTENANCE CO	APRIL JANITORIAL	\$4
PARKS	GENERAL	TOTAL QUALITY INC.	LAWNCARE	\$15,6
PARKS	GENERAL	WASTE SOLUTIONS OF IOWA	PORTABLE TOILET RENTAL	\$2
PD	GENERAL	AT&T MOBILITY	611 PHONE & AIR CARDS	\$2
PD	GENERAL	AUREON TECHNOLOGY	MONTHLY VOIP/PBX	\$5
PD	GENERAL	BRICK LAW FIRM	PROSECUTIONS	\$8

CLAIMS REPORT

City of P	•			
RTMENT	FUND	VENDOR	EXPENSE TYPE	AMOUNT
PD	GENERAL	CANINE TACTICAL	CANINE TRAINING & FOOD	\$
PD	GENERAL	CHIEF SUPPLY	NARCOTIC TEST KIT	Φ.4
PD	GENERAL	FREEDOM FLATWORK	SAWCUT/ADD TRENCH DRAIN	\$1
PD	GENERAL	GABRIEL WILSON	REIMBURSEMENT-DT SCHOOL MEALS	
PD PD	GENERAL GENERAL	IA LAW ENFORCEMENT ACADEMY	TASER CERTIFICATIONWILSON	
PD	GENERAL	LINDA MATIJEVICH MIDWEST OFFICE TECHNOLOGY	REFUND-FINGERPRINTS COPIER RENTAL	
PD	GENERAL	NELSON AUTOMOTIVE	UNIT 23 TIRE REPAIR	
PD	GENERAL	NELSON AUTOMOTIVE NELSON AUTOMOTIVE	UNIT 24 OIL CHANGE/TIRE ROTATE	9
PD	GENERAL	P & M APPAREL	UNIFORM-CHIEF	4
PD	GENERAL	POLK CITY VETERINARY HOSPITAL	E6 VACCINATION	9
PD	GENERAL	RED WING SHOE STORE	BOOT FOOTBEDS/INSOLES	4
PD	GENERAL	TWIN CREEK ANIMAL HOSPITAL	DENTAL WORK E6	\$1.
STREET	GENERAL	MIDAMERICAN ENERGY	ELECTRIC CHARGES	Ψ1
ROAD	ROAD	ANKENY SANITATION	TRASH SERVICE	\$
ROAD	ROAD	ARDICK EQUIPMENT CO.	SIGNS	\$
ROAD	ROAD	ARNOLD MOTOR SUPPLY	VEHICLE PARTS & SUPPLIES	\$
ROAD	ROAD	ASPEN EQUIPMENT CO	UNIT 404-OSHA & DOT INSPECTION	\$
ROAD	ROAD	BRICK LAW FIRM	DEER HAVEN AND GRIMES	9
ROAD	ROAD	CFI	TIRES FOR END LOADER	\$4.
ROAD	ROAD	CENTURY LINK	PHONE SERVICE	\$
ROAD	ROAD	DEWEY FORD	UNIT 214-REPAIRS	\$
ROAD	ROAD	FREEDOM FLATWORK	REBUILD FAILING STORM STRUCTUR	\$10.
ROAD	ROAD	GURNSEY ELECTRIC CO	WIRE PERMANENT OUTLET AT SHOP	9
ROAD	ROAD	HOTSY CLEANING SYSTEMS INC.	SOAP	
ROAD	ROAD	IOWA D.O.T.	TELSPAR FITTINGS	
ROAD	ROAD	KIMBALL MIDWEST	SUPPLIES	\$
ROAD	ROAD	MARTIN MARIETTA AGGREGATES	LOADS CLEAN ROADSTONE	\$1.
ROAD	ROAD	METRO WASTE AUTHORITY	COMPOST-IT	\$
ROAD	ROAD	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$
ROAD	ROAD	PC PRINT CENTER	OFFICE SUPPLIES	
ROAD	ROAD	TRACTOR SUPPLY	SUPPLIES	
SEWER	SEWER	ARNOLD MOTOR SUPPLY	VEHICLE PARTS & SUPPLIES	\$
SEWER	SEWER	CENTURY LINK	PHONE SERVICE	\$
SEWER	SEWER	CITY OF DES MOINES	WRA	\$25
SEWER	SEWER	G & L CLOTHING	WORK CLOTHING	
SEWER	SEWER	IA DEPT OF REVENUE	SALES TAX	\$
SEWER	SEWER	K-GUARD IOWA	REPLACE GUTTER W/GUARD	\$
SEWER	SEWER	MIDWEST OFFICE TECHNOLOGY	COPIER RENTAL	
WATER	WATER	CAPITAL CITY EQUIPMENT CO.	SUPPLIES	\$
WATER	WATER	CENTURY LINK	PHONE SERVICE	
WATER	WATER	DES MOINES WATER WORKS	LEAK DECTECT-1229 WESTSIDE DR	\$
WATER	WATER	DES MOINES WATER WORKS	PURCHASED WATER	\$21.
WATER	WATER	G & L CLOTHING	WORK CLOTHING	
WATER	WATER	GURNSEY ELECTRIC CO	REPAIR WATER PLANT PUMP	\$
WATER	WATER	HACH COMPANY	WATER DEPARTMENT SUPPLIES	**
WATER	WATER	IA DEPT OF REVENUE	EXCISE TAX	\$3.
WATER	WATER	INTERSTATE ALL BATTERY CENTER	WATER PLANT GEN BATTERY	\$
WATER	WATER	KIMBALL MIDWEST	FIRE HYDRANT SUPPLIES	9
WATER	WATER	SAFETY KLEEN SYSTEMS INC	PARTS WASHER	\$1.50 C
AL		GENERAL I		\$159,2
		GENERAL		\$83,3
		ROAD USE		\$21,1
		SEWER		\$27,0
		WATER		\$27,7
		TOTAL		\$159,29

NOTICE OF PUBLIC HEARING AMENDMENT OF FY2018-2019 CITY BUDGET

The City Council of	Polk City	in	POLK	County, Iowa	
will meet at	City Hall				
at -	06:00pm	on	5/28/2019		
_	(hour)		(Date)		
,for the purpose of amending the current	ine 30, 2019				
				(voar)	_

by changing estimates of revenue and expenditure appropriations in the following programs for the reasons given. Additional detail is available at the city clerk's office showing revenues and expenditures by fund type and by activity

Or last amended Amendment Amendment Amendment Revenues & Other Financing Sources 1		\neg	Total Budget		Total Budget
Taxes Levied on Property		ļ		Current	after Current
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	Beginning Fund Balance July 1	30	6 874 440	0	6,874,440
Ending Fund Balance June 30 31 8,552,143 361,496 8,91	Ending Fund Balance June 30				8,913,639

Explanation of increases or decreases in revenue estimates, appropriations, or available cash:

True up expenses and bring revenues up to date.

There will be no increase in tax levies to be paid in the current fiscal year named above. Any increase in expenditures set out above will be met from the increased non-property tax revenues and cash balances not budgeted or considered in this current budget. This will provide for a balanced budget.

City Clerk/Finance Officer

Applicant License Application (LC0038493)

Name of Applicant: BVJV LLC

Name of Business (DBA): Waters Edge
Address of Premises: 103 E Broadway

City Polk City County: Polk Zip: 50226

 Business
 (515) 984-6888

 Mailing
 606 stippich

City Polk City State IA Zip: 50226

Contact Person

Name james vogt

Phone: (515) 975-4566 Email jvandcr@msn.com

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: <u>06/24/2019</u>

Expiration Date: <u>06/23/2020</u>

Privileges:

Class C Liquor License (LC) (Commercial)

Outdoor Service
Sunday Sales

Status of Business

BusinessType: <u>Limited Liability Company</u>

Corporate ID Number: XXXXXXXXX Federal Employer ID XXXXXXXXXX

Ownership

James Vogt

First Name: <u>James</u> <u>Last Name</u>: <u>Vogt</u>

City: Polk City State: lowa Zip: 50226

Position: <u>member</u>

% of Ownership: 50.00% U.S. Citizen: Yes

William Vogt

First Name: <u>William</u> Last Name: <u>Vogt</u>

City: Polk City State: lowa Zip: 50226

Position: Member

% of Ownership: 50.00% U.S. Citizen: Yes

Insurance Company Information

Landania Consider Landania i Consider Landania i Consider

insurance company: Omornian Specially Onderwriters

Policy Effective Date: Policy Expiration

Bond Effective Dram Cancel Date:

Outdoor Service Effective Outdoor Service Expiration

Temp Transfer Effective Temp Transfer Expiration Date:

Minutes of the Meeting of The Polk City Community Library Board of Trustees April 1, 2019

- I. The Meeting was called to Order by Corey Hoodjer at 6:30pm.
- II. Motion made by Lisa Mart and seconded by Angie Conley to approve the Agenda for this Meeting, passed unanimously.

Board Members Present: Lisa Mart, Angie Conley, Sara Olson, Corey Hoodjer

Board Members Absent: Mike Miller

<u>Library Director Present:</u> Jamie Noack <u>City Council Liaison Present:</u> Mandy Vogel

Guests Present: None

III. Consent Items

- 1. Consider motion to approve the March Library Board Minutes
- 2. Consider motion to approve the February 2019 Finance Reports

Motion to approve consent item, number 2 approve 2019 Finance Reports, made by Lisa Mart, seconded by Sara Olson, passed unanimously.

IV. <u>Communication from the Public</u>: None

V. <u>Director's Report:</u>

Library Statistics:

- Circulation and library usage continues to increase
 - o 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.
 - o Adventure Pass stats: 18 Adventure Passes were used in March saving patrons \$732.
 - o 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:
 - o Monday: Check out materials and choose a sweet treat
 - o Tuesday: Free popcorn 12-7
 - Wednesday: Free coffee/tea/hot cocoa 10-4
 - o 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

VI. <u>City Council Liaison Report:</u>

- 1. Finalized the budget-Didn't increase real estate taxes this year.
- 2. Gary Mahanna, City Administrator retired March 1, 2019

VII. Board Education:

1. None

VIII. Agenda Items:

- 1. Review Mobile Hotspot Policy and discuss adding a limit to the number of times per year a device can be checked out. Changes suggested-Director Noack will make the changes and tabled to bring to May meeting.
- 2. Review Weather Policy to evaluate how recent changes were received. Discussed-No issues.
- 3. Review Dress Code Policy -Discussed Tabled to approve for June meeting
- 4. Annual review of Personnel Policy & Criminal Background Check Policy Discussed and tabled to June to research.
- 5. Tier Standards-Review Section 3: Library Personnel (pg. 11 of "In Service to Iowa") No questions
- 6. Tier Standards-Review Section 4: Library Collections (pg. 14 of 'In Service to Iowa")-No questions
- 7. Tier Standards-Review Section 5: Virtual Spaces (pg. 16 of "In Service to Iowa")-No questions

Adjourn-Motion to adjourn made by Sara Olson moved to adjourn the meeting seconded by Angie Conley passed unanimously at 7:15 pm.

Next Meeting: May 6th at 6:00 p.m., with work session after. Respectfully Submitted, Lisa Mart

Mission Statement: The Polk City Community Library provides a place where all can meet, learn, and grow.

Minutes of the Meeting of The Polk City Community Library Board of Trustees March 4, 2019

I. The meeting was called to order at 6:31 pm.

Board Members Present: Corey Hoodjer, Mike Miller, Sarah Olson

Board Members Absent: Lisa Mart, Angie Conley

II. Approval of the agenda

No changes

Mike motioned, Sarah seconded

- III. Consent Items
 - 1. Consider motion to approve the February Library Board Minutes
 - 2. Consider motion to approve the January 2019 Finance Reports.
 - 1. Budget
 - 2. History

No changes or discussion Mike motioned, Sarah seconded

- IV. Communication from the Public
 No communication
- V. Director's report (submitted)
 - 1. February Statistics

VI. Liaison report No liaison

VII. Board Education: MaryAnn Mori-Strategic Planning Postponed

VIII. Agenda Items

1. No new business

IX. Meeting was adjourned at 6:35 pm. Mike motioned, Sarah seconded

LIBRARY -APRIL 2019 STATS SNAPSHOT	April 2018	April 2019	March 2019
Total Visitors	2,429	2,434	2,429
People Checking Out	355	384	468
Polk City Cardholders	305	374	407
Polk City Checkouts	2,942	3,473	3,759
Open Access Cardholders	34	29	24
Open Access Checkouts	204	262	219
Rural Cardholders	16	35	37
Rural Checkouts	156	296	387
Auto Renewals (began in September 2018)	NA	764	797
Total Checkouts (incl. Bridges)	3,731	4,031	4,868
Total Checkouts (adjusted for auto-renewal)	3,731	3,745	4,071
Bridges E-book/Audiobook Checkouts	429	478	503
Incoming ILL Books	33	42	29
Outgoing ILL Books	25	33	36
Reserves Placed	186	211	229
Materials Added	290	154	174
Materials Withdrawn	335	77	42
New Cards Issued	17	8	25
Computer Users	109	134	96
WiFi Users (on site)	47	48	52
Reference Questions	275	137	250
AWE Station Usage	159	98	149
AWE Games Played	203	274	413
Adult Programs	23	24	23
Adult Program Attendance	251	227	169
Youth Programs	14	15	13
Youth Program Attendance	365	446	504
Tutoring	27	16	20
lo. of Meeting Room Uses by Outside Groups	3	1	6
Patron Savings (physical materials only)	\$46,874.00	\$50,683	\$53,018
Blank Park Zoo Adventure Pass (\$44)		6	6
Science Center of Iowa Adventure Pass (\$40)		3	10
Living History Farms Adventure Pass (\$49.50)		0	0
Botanical Gardens Adventure Pass (\$34)		1	2
Brenton Skating Plaza (\$46.50)		0	0
TOTAL ADVENTURE PASS SAVINGS		\$418	\$732
Summer Reading Signups (0-11)			
Summer Reading Signups (12-18) Adult Reading Participation			

Library Director's Report April 2019

Library Statistics:

- Circulation and library usage was consistent with April 2018
 - April 2019 circulation was 14 higher than April 2018 when accounting for auto-renewal.
 - o The number of patrons visiting the library was up 5 people from last April.
 - Adventure Pass stats: 10 Adventure Passes were used in April saving patrons \$418.
 - Library Patrons saved \$50,683 in April by borrowing materials from the library verses purchasing them.

What's New:.

- We have an offer from Mi-Fiber to run fiber internet cable to the library at no cost. This is a savings of tens of thousands of dollars. However, it would involve moving our website hosting away from Centurylink to an independent host which is time consuming and beyond my expertise. We are researching options.
- Our Mermaid Party on April 27 had 148 attendees.
- Our How Iowa Met Baseball program on April 30 was well attended by 27 individuals.
- We have 12 volunteers lined up for our summer reading programs.
- April 10, Director Noack spoke at the Polk City Chamber and Economic Development Lunch & Learn. After the program, two business offered to do adult programs at the library; one focusing on estate planning and the other on insurance for small business owners.
- The Friends of the Library purchased a new popcorn machine for us.
- April 15, Director Noack attended Grow with Google at the Des Moines Public Library to learn about using digital resources to empower your community. The library is now recognized as a Google Partner and we are looking at the programming options this opens to us.
- April 25, Director Noack attended the ILA Spring Leadership Symposium in Mason City focusing on intellectual freedom and resources for disaster recovery.
- Staff evaluations are complete and salary requests are on the agenda.
- May 9, Director Noack will attend the 2019 Director Roundtable at WDM Public Library. The theme for this year is Libraries Engage Communities.
- The final Maker Monday is May 13. This program will not continue next year due to the changes in North Polk's late start schedule.

Upcoming Programs:

 May 7 	After School Drop-In Fun (Sewing/Legos/Games/Popcorn)
 May 9 	Iowa's Hidden Treasures 6:30
 May 13 	Maker Monday 8:30
 May 14 	Euchre 1:00
 May 14 	Adult Coloring 6:00
 May 31 	Summer Reading Kick-Off on the Square 5:30
• June 7-8	Friends of the Library Book Sale
• June 13	Instant Pot Program 6:30
 June 18 	Toy Story Party 6:30
 June 19 	Teen DIY Tanks & Tees 2:00
 June 20 	A Place for Everything 6:30
 June 26 	POW's in Iowa 1:30
 July 19 	What's It Worth? Antique appraisal program 4-7 @ fire station

RESOLUTION NO. 2019-33

A RESOLUTION AUTHORIZING THE CITY CLERK FOR THE CITY OF POLK CITY, IOWA TO CERTIFY TO THE POLK COUNTY TREASURER FOR COLLECTION FOR CERTAIN UNPAID WATER AND SEWER CHARGES

WHEREAS, the City Council of the City of Polk City, Iowa has established a Water Rates Ordinance (Chapter 92, Polk City Code of Ordinances) and a Sewer Service Charges Ordinance (Chapter 99, Polk City Code of Ordinances) pursuant to which the City of Polk City operates and provides water and sewer service within the City limits; and

WHEREAS, the following property owner has unpaid charges for water and sewer services provided by the City of Polk City, Iowa, as described in Exhibit "A" attached hereto.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa hereby authorizes and directs the City Clerk to certify said charges to the Polk County Treasurer and have such charges assessed against the real estate and premises serviced, which charges are to be collected and returned in the same manner as other taxes.

PASSED AND APPROVED the 13th day of May 2019.

	Jason Morse, Mayor
ATTEST:	
Jenny Gibbons, City Clerk	

EXHIBIT A

UNPAID WATER & SEWER CHARGES CITY OF POLK CITY

				Delinquent	
Owner	Address	Parcel#	legal description	date	Amount
		261/00256-000-	LOT 46 LEONARDS		
John W. Wright	705 Phillips St.	000	PLACE	9/28/2018	112.09
		261/00277-000-	LOT 67 LEONARDS		
Paul Blaser	717 Waldo St.	000	PLACE	2/28/2019	246.47

City of Polk City Resolution No. 2019-33 Adopted by City Council on May 13, 2019

Jenny Gibbons, City Clerk

Polk City Water Department Monthly Report

Mo	onth_ April_	Year Zo19
	tal Water Pumped <u>1279300</u> Gallons onthly Daily Avg <u>426576</u> Gallons	
Te	sting Results	- #
•	SDWA Bacteriological Coliform Analysis Fecal Coliform Analysis- Sample incubated 35c for Gas production verifies presence of fecal coliform org	48 hrs then examine for gas production
•	Fluoride Analysis University Hygienic Lab A fluoride concentration of approx. 1mg/l in drinking without harmful effects on health. MCL for fluoride is Fluoride at Plant- Monthly Average 29 mg/l Po Fluoride in System- Monthly Average 53 mg	vater effectively reduces dental caries 4.0 mg/l. Ik City Lab.
•:	Chlorine Free At Plant- Monthly Average 95 mg Chlorine Total at plant- Monthly Average 3.72 mg Chlorine Free in System- Monthly Average 64 Chlorine Total in System- Monthly Average 1.27 Chlorine requirement is the quantity of chlorine that m complete disinfection of pathogens and protozoa. Chlorine the depending on organic loading. We also use chlorine to	g/I Polk City Lab. mg/I Polk City Lab. 'mg/I Polk City Lab. nust be added to H2O to achieve lorine residuals will vary widely
•	Iron Raw Water- Monthly Average 5.8/ mg/l Polron Finish Water- Monthly Average . 08 mg/l Polron System Water- Monthly Average . 05 mg/l Iron occurs in rocks and minerals in the earth's crust. respectively. Iron has no effect on human health; its reconcentrations of Iron in finish H2O should be between	blk City Lab. Polk City Lab. It's the 4 th most abundant element main objection is aesthetics.
•	Manganese Raw Water- Monthly Average manganese Finish Water- Monthly Average // Manganese System Water- Monthly Average // Manganese also occurs in rocks and the earth's crust Manganese is extremely difficult to remove. Concent should not exceed 0.05mg/l or black staining of plumbhuman health.	_mg/I Polk City Lab. _mg/I Polk City Lab. t. It is the 7 th most abundant element. crations of Manganese in finish H2O
(1 €)2	pH Raw Water Monthly Average S./ mg/l Polk of pH Finish Water-Monthly Average S.2 mg/l Poll pH System Water- Monthly Average S.4 mg/l PopH scale ranges from 0-14 with 7 being considered neplumbing, above 7 tends to deposit minerals in plumb proper pH, which should range between 7.5-7.9 in fin	k Ćity Lab. blk City Lab. eutral. Below 7 becomes corrosive to bing. We add caustic soda to maintain
	Total Tests Preformed- Polk City Lab	Total Hours to perform tests



April 30, 2019

Honorable Mayor, City Council and City Administrator City of Polk City Polk City, IA

We are pleased to confirm our understanding of the services we are to provide to the City of Polk City for the year ended June 30, 2019. We will audit the cash basis primary government financial statements (financial statements) of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City of Polk City as of and for the year ended June 30, 2019.

We have also been engaged to report on supplementary information that accompanies the City of Polk City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements.

- Schedule of Cash Receipts, Disbursements and Changes in Cash Balances Nonmajor Governmental Funds.
- Schedule of Indebtedness.
- Bond and Note Maturities.
- Schedule of Receipts by Source and Disbursements by Function All Governmental Funds.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1. Management's Discussion and Analysis.
- Budgetary Comparison Schedule of Receipts, Disbursements and Changes in Balances Budget and Actual (Cash Basis) – All Governmental Funds and Proprietary Funds.
- Notes to Other Information Budgetary Reporting.
- 4. Schedule of the City's Proportionate Share of the Net Pension Liability.

2721 SW 30th Street Des Moines, Iowa 50321 Phone (515) 362-5672 Fax (515) 362-5674

- 5. Schedule of City Contributions.
- Notes to Other Information Pension Liability.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with the basis of cash receipts and disbursements and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City of Polk City and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the City of Polk City's financial statements. Our report will be addressed to the City Council of the City of Polk City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgement prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City of Polk City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees

acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Polk City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of the City of Polk City in conformity with the basis of cash receipts and disbursements based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relative to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are responsible for the selection and application of accounting principles, for the preparation and fair presentation in the financial statements and all accompanying information in accordance with the basis of cash receipts and disbursements, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

You are responsible for including all informative disclosures that are appropriate for the basis of cash receipts and disbursements. Your disclosures will include (1) a description of the basis of cash receipts and disbursements, including a summary of significant accounting policies, and how the basis of cash receipts and disbursements differs from Generally Accepted Accounting Principles (GAAP); (2) informative disclosures similar to those required by GAAP; and (3) additional disclosures beyond those specifically required that may be necessary for the financial statements to achieve fair presentation.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to Faller, Kincheloe & Co, PLC, will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement. With regard to an exempt offering document with which Faller, Kincheloe & Co, PLC is not involved, you agree to clearly indicate in the exempt offering document that Faller, Kincheloe & Co, PLC is not involved with the contents of such offering document.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with the basis of cash receipts and disbursements. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the basis of cash receipts and disbursements; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with the basis of cash receipts and disbursements; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information. With regard to electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably with senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your ley personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement with the established deadlines, resulting in an increase in fees over our original fee estimate.

We will provide copies of our reports to the City of Polk City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Faller, Kincheloe & Co, PLC, and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a federal or state agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Faller, Kincheloe & Co, PLC, personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a federal or state agency. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately September and to issue our report no later than the following January. Ryan Roof is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$10,500 for the year ended June 30, 2019, provided that the annual report to the State is completed before we begin our audit. Additional time incurred in providing assistance due to

GASB No. 34, completion of the annual report to the State, presentation at Council meetings, audits conducted in accordance with the Uniform Guidance, reconciling and balancing cash receipts and disbursements with the bank statements and general ledger, locating client documents, and consultation will be billed at our standard hourly rates. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of the engagement letter.

Our audit engagement ends on the delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

We appreciate the opportunity to be of service to the City of Polk City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

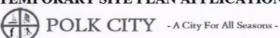
FALLER, KINCHELOE & CO, PLC

Very truly yours,

Ryan Roof

RESPONSE:
This letter correctly sets forth the understanding of the City of Polk City.
Management signature:
Title: City administrator
Governance signature:
Title: Mayor

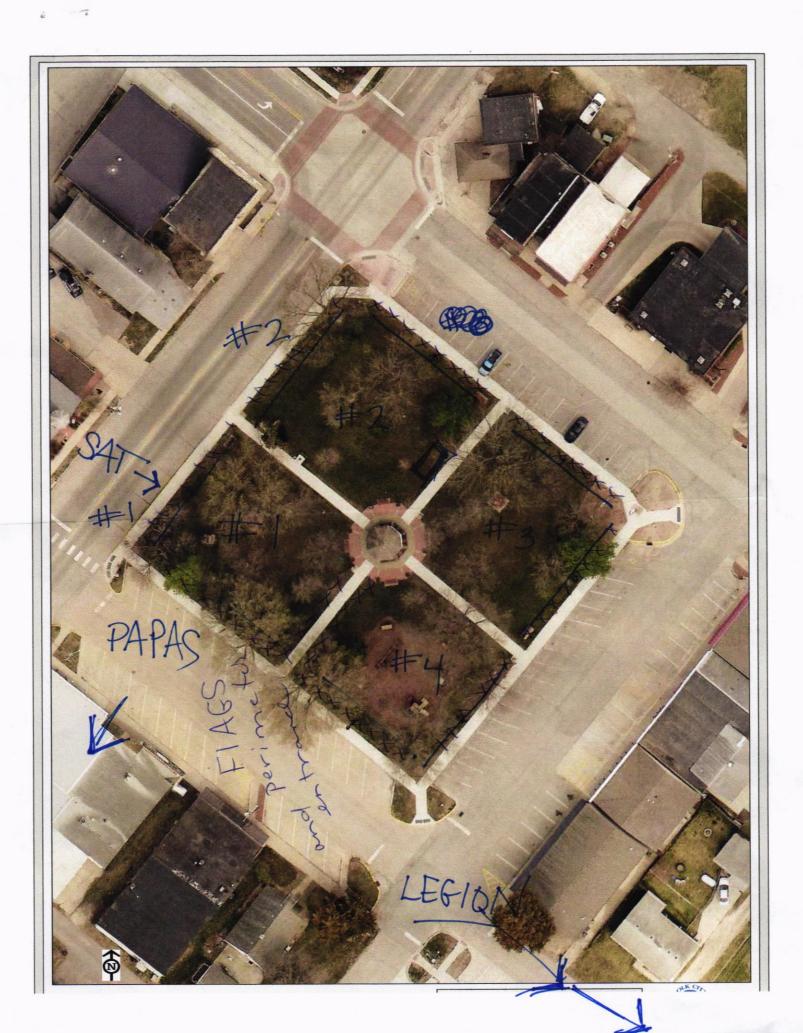
TEMPORARY SITE PLAN APPLICATION



Application for Permit to temporarily use a City facility, park or street including temporary structures including Tents or Air Supported Structures, and/or temporary Parking Area

Attach an illistrated site plan detailing locations of all activites, temporary structures and closures. All information must be complete and accurate to receive approval.

Attack Plane including detailed site plan illustrating lecations of a	Ill activities, temporary structures and closures.
Type of Event: MEMORIAL DAY FLAGS	Date and time range of Event: SERVICE D. T. Dates/times for tear down: 5:27:2 P. T.
Dates/times for set up: 5 - 29 5a.m.	Dates/times for tear down: 5.27.2 p.m
	LEGION AUXILLIARY
Organization holding event: TRACY LUND	Contact* Person Name:
The state of the s	Contact Person Phone:
*Contact must be on site for set-up and tear-down of e	vent
**All YES answers below must be detailed on site pl	an illustration and must include location
Street closure? (No Yes	On Street parking closure? (No Yes
Locations:	Locations:
Dates/times:	Dates/times:
Barricades required? No Yes	Electrical service expected? No / Yes SER
Locations:	Portable Toilets? No Yes
Requested delivery date/time:	Vendor name:
Temporary parking lot needed? No Yes	Phone number:
Site to be re-seeded by:	Alcohol on site? No Yes
Curb ramp needed? No Yes	*If yes, must have Iowa Beverage Permit with outdoor service on file
If yes, material:	
Culvert needed? No Yes	**f yes, must have the area fenced off from the rest of the activites to section off the alcohol sales
Curvent needed: No res	off the accordinates
Total No.	
Tents? (No Yes (be sure to include location on the	e site plan illustration)
Name and phone number of owner of tent(s):	
Tent to be set up & removed by:	
Fire extinguishers required? No Yes	Data of Land Amendments
Flame-retardant treatment used? No Yes	Date of Last treatment:
Information about other temporary structures: (stage, table	
FLAGS INSTALLED QU	AD# 5.25.5a.m.
1000 Monther da	AD 3 20 3 11.
Additional Remarks:	SUBJECT TO
SERVICE 5.27 TEN	(TATIVIE NE DOUG
STRVILE JAI ITIN	1 HIT C. MEMBERSHIP
	AM ADILIT
Applicant name:	Date:
Applicant name.	
Applicant name.	
	Date:
Approved by: Inspector name:	Date:



Becky Leonard

From:

Brigett DeVos <admin@polkcitychamber.com>

Sent:

Wednesday, May 1, 2019 4:01 PM

To:

Becky Leonard

Subject:

amended site plan

Attachments:

site plan sos.pdf

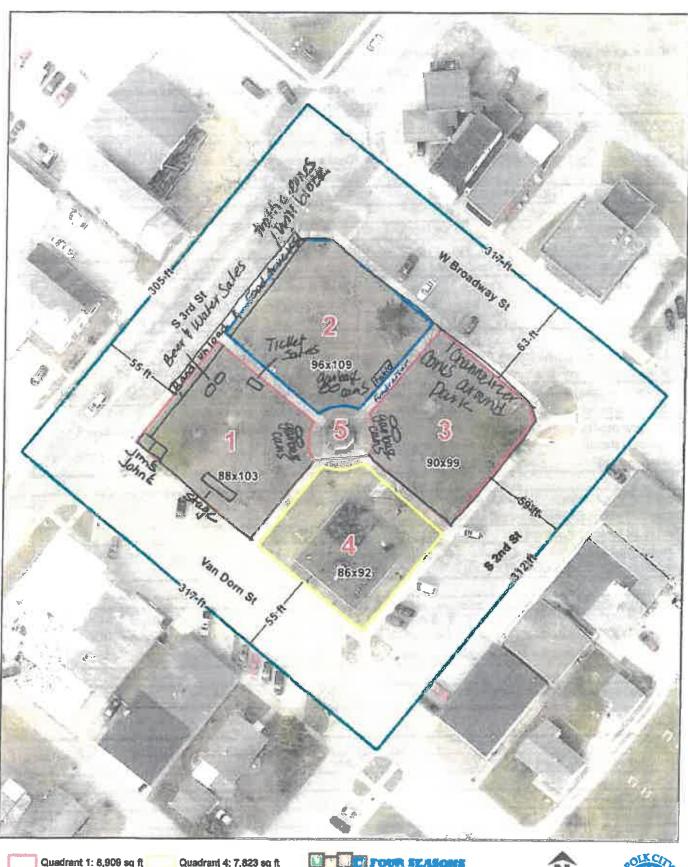
Becky,

I'd like to submit an amended site plan to include a table used for a fundraiser by the Legion in quadrant 2.

Thanks,

Brigett DeVos Chamber Administrator

PCCEDC
302 Broadway Suite 5 | PO Box 226
Polk City, IA 50226
515.984.3098
admin@polkcitychamber.com
www.polkcitychamber.com



Quadrant 1: 8,909 sq ft
Quadrant 2: 9,702 sq ft
Quadrant 3: 8,509 sq ft

Quadrant 4: 7,823 sq ft Overall Square: 98,053 sq ft









City of Polk City, Iowa

City Council Agenda Communication

Date: May 13, 2019

To: Mayor & City Council

From: Jenny Gibbons

Subject: MJR Developments (Phase I) Development Agreement

BACKGROUND: A public hearing was held on April 22, 2019 at 6 p.m. to discuss the authorization of a development agreement with MJR Developments, however the proceedings were prepared with a public hearing time of 6:30 pm. Notice of Public Hearing indicated that the public hearing would be held at 6:30 pm, therefore it did not provide the public with accurate notice as to the time of the public hearing on this Agreement. Approval of going back and doing the proceedings over again will ensure Polk City is handling the matter correctly.

ALTERNATIVES: The risk of not having accurate notice when a public hearing is required to approve the Agreement may mean that the City may not have validly authorized its performance under the agreement.

FINANCIAL CONSIDERATIONS: n/a

RECOMMENDATION: Approve the resolution to set a Public Hearing and authorize it to be published.

ITEM TO INCLUDE ON AGENDA

CITY OF POLK CITY, IOWA

May 13, 2019 6:00 P.M.

Whitetail Ridge Residential Urban Renewal Plan

• 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.

IMPORTANT INFORMATION

- 1. The above agenda items should be included, along with any other agenda items, in the meeting agenda. The agenda should be posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the body holding the meeting. If no such office exists, the notice must be posted at the building in which the meeting is to be held.
- 2. If you do not now have a bulletin board designated as above mentioned, designate one and establish a uniform policy of posting your notices of meeting and tentative agenda.
- 3. Notice and tentative agenda must be posted <u>at least</u> 24 hours prior to the commencement of the meeting.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

•	ty in the State of Iowa, met in
	in the chair, and the following named
Council Members:	
Absent:	
Vacant:	

* * * * * * *

Council Member	then introduced the following proposed
Resolution entitled "RES	SOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE
PROPOSAL TO ENTER	R INTO A DEVELOPMENT AGREEMENT WITH POLK COUNTY,
IOWA AND MJR DEVI	ELOPMENTS, L.L.C., AND PROVIDING FOR PUBLICATION OF
NOTICE THEREOF", a	nd moved that the same be adopted. Council Member
	seconded the motion to adopt. The roll was called and the vote was,
AYES:	
NAYS:	

Whereupon, the Mayor declared the Resolution duly adopted as follows:

RESOLUTION NO. 2019-35

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 6:00 P.M. on May 28, 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:

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 May 28, 2019, at 6:00 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 giv Iowa, as provided by Sec	•	City Council of the City of Polk City in the State of ity Code of Iowa.
Dated this	day of	, 2019.
		City Clerk, City of Polk City in the State of Iowa
	(End of No	etice)

PASSED AND APPROVED this 13th day of May 2019.

	Mayor	
ATTEST:		
City Clerk		

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, the undersigned City Clerk of the City of Polk City, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the corporate records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of public hearing and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council (a copy of the face sheet of the agenda being attached hereto) pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective city offices as indicated therein, that no vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the seal o	day of	
	City Clerk, City of Polk City, S	tate of Iowa

(SEAL)

 $01574497\text{-}1\backslash 11018\text{-}053$



City of Polk City, Iowa

City Council Agenda Communication

Date: May 13, 2019

To: Mayor & City Council

From: Mike Schulte

Subject: Year-Round Part-Time Help

BACKGROUND: In the budget, public works included the cost of part time hours as follows:

- 1) (1) Year Round, 32 hours per week average
- 2) (2) Seasonal summer (1400 hours maximum)
- 3) (2) Seasonal winter (1400 hours maximum)

Year-Round Part-Time hours are all year round. Seasonal summer hours are between May 1st and September 30th. Seasonal winter hours are between October 1st and April 30th.

Currently Public Works has 2 open positions; (1) Year-Round Part-Time and (1) Seasonal Summer. On the agenda you will find one year-round part-time candidate for your approval. She has completed the Water and Wastewater Environmental Tech Program with DMACC in Ankeny and holds her grade #1 water treatment and grade #1 water distribution license with the State of Iowa. She has also worked for the City of Altoona and currently works for Des Moines Water Works in the lab as an intern every other weekend.

ALTERNATIVES: n/a

FINANCIAL CONSIDERATIONS: n/a

RECOMMENDATION: Approve hiring Dani Scott as a Year-Round Part-Time Public Works Employee at a rate of \$15 per hour beginning May 14, 2019.

RESOLUTION NO. 2019-38

A RESOLUTION APPROVING THE APPLICATION FOR PARTIAL PAYMENT NO. 8 AND PARTIAL RELEASE OF RETAINAGE FOR THE DAVIS STREET RECONSTRUCTION PROJECT

- **WHEREAS,** the City of Polk City, City Council, approved construction for the Davis Street Reconstruction Project on November 27, 2017; and
- **WHEREAS**, the City Council awarded the construction contract for the Davis Street Reconstruction Project to Absolute Concrete of Slater, Iowa; and
- **WHEREAS**, on December 11, 2017 the City Council approved the contract for the construction of the Davis Street Reconstruction Project with Absolute Concrete in the amount of \$843,175.80; and
- **WHEREAS**, on April 23, 2018 the City Council approved Change order No. 1 in the amount of \$13,936.00; and
- **WHEREAS**, on May 14, 2018 the City Council approved Change order No. 2 in the amount of \$1,320.00; and
- **WHEREAS**, on June 11, 2018 the City Council approved Change order No. 3 in the amount of \$4,974.75; and
- **WHEREAS**, on July 9, 2018 the City Council approved Change order No. 4 in the amount of \$5,016.89; and
- **WHEREAS**, on November 12, 2018 the City Council approved Change order No. 5 in the amount of \$5,016.89 bringing total contract to the amount of \$870,413.44; and
- **WHEREAS**, on May 14, 2018 the City Council approved a partial payment No. 1 in the amount of \$35,108.81; and
- **WHEREAS**, on June 11, 2018 the City Council approved a partial payment No. 2 in the amount of \$106,335.42; and
- **WHEREAS**, on July 9, 2018 the City Council approved a partial payment No. 3 in the amount of \$122,377.46; and
- **WHEREAS**, on August 13, 2018 the City Council approved a partial payment No. 4 in the amount of \$78,613.88; and

WHEREAS, on October 8, 2018 the City Council approved a partial payment No. 5 in the amount of \$421,246.91; and

WHEREAS, on November 12, 2018 the City Council approved a partial payment No. 6 in the amount of \$47,905.88; and

WHEREAS, on December 10, 2018 the City Council approved a partial payment No. 7 in the amount of \$10,396.09; and

WHEREAS, Absolute Concrete and the City Engineer have submitted the Application for Partial Payment No. 8 giving a detailed estimate of work completed with an application for payment and partial release of retainage in the amount of \$30,352.12.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa hereby approves the Application for Partial Payment No. 8 and Partial Release of Retainage for the Davis Street Reconstruction Project and the Finance Officer is hereby authorized to issue a check to Absolute Concrete in the amount of \$30,352.12.

PASSED AND APPROVED the 13th day of May 2019.

	Jason Morse, Mayor
ATTEST:	
Jenny Gibbons, City Clerk	



May 8, 2019

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

RE:

PARTIAL PAYMENT APPLICATION NO. 8
DAVIS STREET RECONSTRUCTION PROJECT

Dear Honorable Mayor and City Council:

Please find the attached Partial Payment Application No. 8 for the Davis Street Reconstruction Project. This pay application includes work completed by the Contractor between December 2, 2018 and May 1, 2019. Work completed through this pay application includes all construction items including partial payment for seeding. All punchlist items have been completed and we are currently awaiting establishment of seeding.

Additionally, this payment application releases a portion of the project retainage. An amount of \$14,035.22, is still retained to cover an amount equal to double the cost of potential re-seeding and the potential charges associated with liquidated damages.

We recommend payment of \$30,352.12 to the Contractor, Absolute Concrete Construction, Inc. for work completed through May 1, 2019. Approximately 99% of the total contract work has been completed and 92.5 of the 81 working days for the project have been charged through this pay application. The Contractor has submitted written objections to the working days charged to the project and there will be further discussions on this issue with the City and Contractor.

Please contact me should you have any questions on this pay application. We will be in attendance at the May 13, 2019, City Council meeting to answer any questions regarding this partial payment application.

Sincerely,

SNYDER & ASSOCIATES, INC.

Travis D. Thornburgh, E.I.

Enclosure

cc:

Mike Schulte, City of Polk City Don Sandor, City of Polk City

Kathleen Connor, Snyder & Associates John Haldeman, P.E., Snyder & Associates

APPLICATION FOR PARTIAL PAYMENT NO. 8

	PROJECT: Davis Street Reconstru	ction	Project		S8	A PRO	DJECT NO.:	117.0289.01
	OWNER: City of Polk City CONTRACTOR: Absolute Concrete Con ADDRESS: 502 1st Avenue Slater, Iowa 50244 DATE: 5/13/2019	struc	tion, Inc.	PAYMENT PE	RIOD:	to	4/23/2019 5/13/2019	
1.	CONTRACT SUMMARY:					lo	3/13/2019	
	Original Contract Amount:	\$	843,175.80	CONTRACT P				
	Net Change by Change Order:	\$	27,237.64				ract Date:	December 11, 2017
	Contract Amount to Date:	\$	870,413.44		Origina	al Cont	ract Time:	75
2.	WORK SUMMARY:				Added	by Ch	ange Order:	6
	Total Work Performed to Date:	\$	866,371.79		Contra	act Time	e to Date:	81
	Retainage: 1.62%		\$14,035.22		Time l	Jsed to	Date:	92.5
	Total Earned Less Retainage:	\$	852,336.57		Contra	act Time	e Remaining:	-11.5
	Less Previous Applications for Payment:	\$	821,984.45					
	AMOUNT DUE THIS APPLICATION:	\$	30,352.12					
3.	CONTRACTOR'S CERTIFIC	CAT	ION:					
	The undersigned CONTRACTOR certifies (1) all previous progress payments receivapplied to discharge in full all obligations of Payment; and (2) title to all materials and equipment income and clear of all liens, claims, security interests.	ed fro	om OWNER on NTRACTOR in ated in said Wo	curred in connection with the Nork or otherwise listed in or cov	Work co	vered b	y prior Applica	ations for
	Absolute Concrete Construct CONTRACTOR By	ion, I	nc.	DATE: 5/8//	9			
4.	ENGINEER'S APPROVAL: Payment of the above AMOUNT DUE TH	IS AF	PPLICATION is	recommended:				
5.	Snyder & Associates, By SNYDER & ASSOCIATES, ENGINEER OWNER'S APPROVAL	1	gh	DATE: 5/6/19	_			
J.	City of Polk City							
	OWNER			•				
	Ву			DATE:	_			

6. DETAILED ESTIMATE OF WORK COMPLETED:

		CONTRACT ITEMS CON				OMPLETED WORK			
ITEM NO.	DESCRIPTION	PLAN QTY.	UNIT	UNIT COST	COST TOTAL	QTY. TO DATE	CO#	COST TOTAL	
2.01.	Clearing and Grubbing	1	LS	\$ 11,250.00	\$ 11,250.00	1		\$ 11,250.00	
2.02.	Topsoil, On-Site	1,044	CY	5.50	5,742.00	1,044		5,742.00	
2.03.	Topsoil, Compost-Amended	115	CY	40.00	4,600.00	115		4,600.00	
2.04.	Excavation, Class 10	2,423	CY	3.60	8,722.80	2,423		8,722.80	
2.05.	Subgrade Preparation, 12 Inches	3,809	SY	1.75	6,665.75	3,809		6,665.75	
2.06.	Subgrade Treatment, Geogrid, Triangular	1,894	SY	6.10	11,553.40	160		976.00	
2.07.	Subbase, Modified, 8 Inches	3,809	SY	11.40	43,422.60	3,809		43,422.60	
	Removal of Known Pipe Culvert Less Than or Equal to							Carlo San Carlo Control	
	36 Inch Dia.	490	LF	16.00	7,840.00	490		7,840.00	
	Storm Sewer, Trenched, C900 PVC, 8 Inch Dia.	164	LF 	34.00	5,576.00	164		5,576.00	
	Storm Sewer, Trenched, PVC, 8 Inch Dia.	24	LF	53.25	1,278.00	24		1,278.00	
	Storm Sewer, Trenched, PVC, 18 Inch Dia.	160	LF	42.00	6,720.00	160		6,720.00	
	Storm Sewer, Trenched, Class III RCP, 15 Inch Dia.	611	LF.	55.00	33,605.00	611	-	33,605.00	
	Storm Sewer, Trenched, Class III RCP, 18 Inch Dia.	380	LF	47.80	18,164.00	380	-	18,164.00	
4.06.	Storm Sewer, Trenched, Class III RCP, 24 Inch Dia. Pipe Apron, RCP, 15 Inch Dia. With Apron Guard and	152	LF	68.75	10,450.00	152		10,450.00	
4.07.	Footing	1	EA	2,115.00	2,115.00	1		2,115.00	
4.08.	Subdrain, Case E, Type 2 8 Inch Dia.	1,858	LF	14.75	27,405.50	1,908		28,143.00	
4.09.	Subdrain Cleanout, Type A-1, 8 Inch Dia.	3	EA	540.00	1,620.00	3		1,620.00	
4.10.	Subdrain Outlets and Connections, PVC, 8 Inch Dia.	16	EA	245.00	3,920.00	16		3,920.00	
4.11.	Subdrain Connection for Sump Service, 4 Inch Dia.	20	EA	1,780.00	35,600.00	20		35,600.00	
5.01.	Water Main, Trenched PVC C900, 4 Inch Dia.	21	LF	75.00	1,575.00	21		1,575.00	
5.02.	Water Main, Trenched PVC C900, 8 Inch Dia.	1,123	LF	28.50	32,005.50	1,123		32,005.50	
5.03.	Fitting, Tee, 8"x4"x4" Reducer Assembly, Cut-In	1	EA	450.00	450.00	1		450.00	
5.04.	Valve, Gate, 4 Inch Dia.	2	EA	900.00	1,800.00	2		1,800.00	
5.05.	Valve, Gate, 8 Inch Dia.	2	EA	1,500.00	3,000.00	2		3,000.00	
5.06.	Fire Hydrant Assembly	3	EA	3,950.00	11,850.00	3		11,850.00	
5.07.	Connect to Existing Water Main	3	EA	3,000.00	9,000.00	3		9,000.00	
5.08.	Removal of Water Main	1,142	LF	16.50	18,843.00	1,142	!	18,843.00	
5.09.	Remove Hydrant Assembly	1	EA	830.00	830.00	1		830.00	
5.10.	Water Service, Copper Type K, 1 Inch	18	EA	1,580.00	28,440.00	18		28,440.00	
6.01.	Manhole, SW-401 (48 Inch)	2	EA	2,800.00	5,600.00	2	2	5,600.00	
6.02.	Intake, SW-505	5	EA	3,780.00	18,900.00	5	5	18,900.00	
6.03.	Intake, SW-506	2	EA	4,895.00	9,790.00	2	2	9,790.00	
6.04.	Intake, SW-511	3	EA	1,900.00	5,700.00	3	3	5,700.00	
6.05.	Intake, Nyoplast 12" SW, Standard H-20	6	EA	975.00	5,850.00	6	3	5,850.00	
6.06.	Manhole Adjustment, Major	2	EA	1,250.00	2,500.00	2	2	2,500.00	
7.01.	Pavement Continuously Reinforced Jointed PCC, 6 Inches	3,206	SY	42.00	134,652.00	3,239		136,038.00	
7.02.	PCC Pavement Samples and Testing	1	LS	4,500.00	4,500.00	1		4,500.00	
7.03.	Removal of Sidewalk	27	SY	10.00	270.00	27	7	270.00	
7.04.	Removal of Driveway	667	SY	8.50	5,669.50	667	7	5,669.50	
7.05.	Sidewalk, PCC, 4 Inches	959	SY	45.00	43,155.00	998	3	44,910.00	
7.06.	Sidewalk, PCC, 6 Inches	68	SY	125.00	8,500.00	70		8,750.00	
7.07.	Detectable Warnings	82	SF	48.50	3,977.00	82	2	3,977.00	
7.08.	Driveway, Paved, PCC, 6 Inches	872	SY	75.00	65,400.00	933.5	5	70,012.50	
7.09.	Subbase Over-excavation	600	TON	34.00	20,400.00			-	
7.10.	Pavement Removal	2,787	SY	5.50	15,328.50	2,787	7	15,328.50	
7.11.	Temporary Granular Surfacing	440	TON	24.00	10,560.00	1,14	1	27,384.00	

			r					
7.12.	Removal of Temporary Granular Surfacing	440	TON	13.00	5,720.00	1,141	-	 14,833.00
8.01.	Traffic Control	1	LS	5,000.00	5,000.00	1		 5,000.00
	Conventional Seeding and Fertilizing, Type 1	1	AC	1,500.00	1,500.00	0.75		 1,125.00
9.02.	Hydraulic Mulching, Bonded Fiber Matrix	2	AC	3,000.00	6,000.00	2		 6,000.00
9.03.	Sod	535	SQ	65.00	34,775.00	470		30,550.00
9.04.	SWPPP Management	11	LS	4,000.00	4,000.00	1.00		4,000.00
9.05.	Filter Sock, 9 Inch Dia.	750	LF	3.50	2,625.00	750		2,625.00
9.06.	Filter Sock, Removal	750	LF	1.00	750.00	750		750.00
9.07.	Silt Fence	1,000	LF	1.50	1,500.00	133		199.50
9.08.	Silt Fence, Removal of Device	1,000	LF	0.25	250.00	133		33.25
9.09.	Inlet Protection Device, Drop-In	10	EA	175.00	1,750.00	10		1,750.00
9.10.	Inlet Protection Device, Maintenance	20	EA	25.00	500.00	20		500.00
9.11.	Removal and Reinstallation of Existing Fence, Iron, 6 Foot	20	LF	180.00	3,600.00	20		3 600 00
9.11.	Removal and Reinstallation of Existing Fence, Wood, 6	20	LF	180.00	3,600.00	20		 3,600.00
9.12.	Foot	111	LF	47.75	5,300.25	111		 5,300.25
9.13.	Type "I" Inlet Filter	16	EA	150.00	2,400.00	16		2,400.00
11.01.	Mobilization	1	LS	35,000.00	35,000.00	1		 35,000.00
11.02.	Maintenance of Postal Service	1	LS	4,000.00	4,000.00	1		4,000.00
11.03.	Maintenance of Solid Waste Collection	1	LS	6,500.00	6,500.00	1		6,500.00
11.04.	Concrete Washout	1	LS	1,500.00	1,500.00	1		1,500.00
11.05.	Mailbox, Removal	17	EA	205.00	3,485.00	17		3,485.00
11.06.	Cluster Mailbox, Remove, Salvage, and Replace	1	EA	1,025.00	1,025.00	1		1,025.00
11.07.	Cluster Mailbox, Furnish and Install	2	EA	600.00	1,200.00	2		1,200.00
CHANGE	ORDER SUMMARY:							
5.01.	Water Main, Trenched, PVC C900, 4 Inch Dia.	(21)	LF	75.00	(1,575.00)	(21)	1	(1,575.00)
5.02.	Water Main, Trenched, PVC C900, 8 Inch Dia.	149	LF	28.50	4,246.50	149	1	4,246.50
5.03.	Fitting, Tee, 8"x4"x4" Reducer Assembly, Cut-In	(1)	EA	450.00	(450.00)	(1)	1	 (450.00)
5.04.	Valve, Gate, 4 Inch Dia.	(2)	EA	900.00	(1,800.00)	(2)	1	(1,800.00)
5.05.	Valve, Gate, 8 Inch Dia.	2	EA	1,500.00	3,000.00	2	1	3,000.00
5.08.	Removal of Water Main	(21)	LF	16.50	(346.50)	(21)	1	(346.50)
5.10.	Water Service, Copper Type K, 1 Inch, Near Side Trenched	- 1	EA	1,580.00	1,580.00	1	1	1,580.00
5.11.	Abandon Water Main	160	LF	22.00	3,520.00	160	1	3,520.00
5.12.	Fitting, Tee, 8"x8"x8"	1	EA	935.00	935.00	1	1	935.00
5.13.	Fitting, Elbow, 4"x4" Reducer Assembly, Cut-In	1	EA	1,221.00	1,221.00	1	1	1,221.00
7.03.	Removal of Sidewalk	36	SY	10.00	360.00	36	1	360.00
7.05.	Sidewalk, PCC, 4 Inches	36	SY	45.00	1,620.00	36	1	1,620.00
9.03.	Sod	25	SQ	65.00	1,625.00		1	
CO.2.	Joint Restraint for Hydrant Removal	1	LS	1,320.00	1,320.00	1	2	1,320.00
CO.3.	Water Service Boring	1	LS	4,974.75	4,974.75	1	3	4,974.75
CO.4.	Sanitary Sewer Service (T&M)	1	LS	5,016.89	5,016.89	1	4	5,016.89
CO.5.1.	Connection to Existing Subdrain	1	LS	500.00	500.00	1	5	500.00
CO.5.2.	8" Area Drain	1	EA	940.00	940.00	1	5	940.00
CO.5.3.		1	EA	550.00	550.00	1	5	550.00
		TOTA	L CHAN	IGE ORDERS =		Ì		\$ 25,612.64
			TO ⁻	FAL CONTRACT	-			\$ 866,371.79

RESOLUTION 2019-34

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

WHEREAS, Snyder & Associates, Inc Council of the City of Polk City, Iowa, as the city WHEREAS, there are general engineer	y's engineer; and ering fees, fees for engineering
contracts for capital improvement projects, re project fees, as listed	imbursable development review
General Engineering Fees:	\$9,946.50
Capital Improvement Projects:	\$10,601.75
Reimbursable Development Review Proje	ects: \$5,186.80
NOW, THEREFORE, BE IT RESOLV of Polk City, Iowa hereby approves the Snyde March 2019, in the amount of \$25,735.05. PASSED AND APPROVED the 13th da	r & Associates, Inc. invoice for
of Polk City, Iowa hereby approves the Snyde	r & Associates, Inc. invoice for
of Polk City, Iowa hereby approves the Snyde March 2019, in the amount of \$25,735.05. PASSED AND APPROVED the 13th da	r & Associates, Inc. invoice for
of Polk City, Iowa hereby approves the Snyde March 2019, in the amount of \$25,735.05. PASSED AND APPROVED the 13th da	r & Associates, Inc. invoice for



Date April 30, 2019

To: Don Sandor

> City of Polk City P.O. Box 426

Polk City, IA 50226-0426



INVOICE SUMMARY - MARCH SERVICES

Services from March 1, 2019 through March 31, 2019

GENERAL ENGINEERING

2019 General Engineering	119.0001	\$	2,483.00
Building and Development issues:	119.0001	\$	5,539.00
Coordination with developers, engineers, building inspector, and staff			
regarding various potential and ongoing projects including potential voluntary			
annexation area, subdivision requirements, and building permits.			
Water Dept:	119.0001	\$	95.50
Research need for water main extensions near N. 3rd/Hugg.			
Sanitary Sewer Dept:	119.0001	\$	477.50
WRA Conveyance and research sanitary sewer depth and service areas near N. 3rd/Hugg.			
Miscellaneous Projects:	119.0001	\$	1,351.50
Detention and storm sewer maintenance in Crossroads for HyVee/Kimberley;			
planning for 2019 Street Patching Project, research related to flood plain, and			
assign addresses.			
SUBTOTAL		•	9,946.50
SUBTUTAL		<u> </u>	3,340.00
CAPITAL IMPROVEMENT PROJECTS			
3rd Street & Bridge Road Intersection Improvements	118.0330	\$	-
Davis Street Reconstruction Project	117.0289	\$	7,936.75
Grimes St. & Deer Haven St. Intersection Improvements	118.1106	\$	-
SE Trunk Sanitary Sewer Environmental	119.0268	\$	2,665.00
SUBTOTAL		\$	10,601.75
REIMBURSABLE DEVELOPMENT REVIEW PROJECTS		_	
Big Creek Valley: Construction Drawings	118.0975	\$	2,965.50
Bridgeview Plat 2: Preliminary Plat	119.0294	\$	1,400.00
Bridgeview Plat 2 PUD Master Plan	118.1192	\$	286.50
Crossroads Plat 2: Construction Observation	117.1163	\$	284.80
TCI 2019 Plat of Survey	119.0337	\$	250.00
SUBTOTAL		\$	5,186.80
TOTAL		\$	25,735.05
			,

RESOLUTION NO. 2019-40

A RESOLUTION APPROVING PERMANENT OFF-SITE EASEMENTS FOR BIG CREEK VALLEY PLAT 1

WHEREAS, on behalf of Jarrod Ruckle and MJR Development, Shive-Hattery has submitted the Construction Drawings for Public Improvements associated with Big Creek Valley Plat 1; and

WHEREAS, there are certain off-site easements needed for Big Creek Valley and the Tournament Club of Iowa, L.L.C is willing to grant the following permanent easements

- Overland Flowage Easement
- Public Utility Easements
- Sanitary Sewer Easement
- Public Storm Sewer Easement
- Water Main Easement

; and

WHEREAS, the City Engineer and the City Attorney have reviewed the permanent offsite easements for Big Creek Valley recommend approval of said easements.

NOW, THERFORE BE IT RESOLVED, the City Council of the City of Polk City, Iowa, hereby accepts the recommendations of the City Engineer and the City Attorney and deems it appropriate to approve the Big Creek Valley off-site Overland Flowage Easement, Public Utility Easements, Sanitary Sewer Easement, Public Storm Sewer Easement and Water Main Easement.

PASSED AND APPROVED, this 13th day of May 2019.

	Jason Morse, Mayor	
ATTEST:		
Jenny Gibbons, City Clerk		

WHEN RECORDED RETURN TO:

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

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

OVERLAND FLOWAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **TOURNAMENT CLUB OF IOWA**, **L.L.C.**, an Iowa limited liability company, of the City of Polk City, County of Polk, State of Iowa, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Polk City, Iowa, receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Polk City, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

See Exhibit A attached hereto and incorporated herein by reference

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

Overland Flowage

- 1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City. Grantor and its grantees, assigns and transferees shall maintain the Easement Area, including any embankments and repair of any damage caused by erosion. Grantor understands and agrees that the storm water may pond within the Easement Area.
- 2. <u>Change of Grade Prohibited.</u> Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

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

In addition, the City shall have the right, but not the obligation, to remove drainage obstructions from any Easement Area. The property owner, and not the Grantee, shall be responsible for maintenance of all embankments, including repair of any damage due to erosion, within all of the Easement Area lying in or on private yards owned by said property owner. Any private subdrains may be located within the Easement Area, provided, however, that said subdrains and any appurtenances thereto shall be maintained by the property owner and not the Grantee.

- 4. <u>Property to be Restored</u>. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.
- 5. <u>Liability</u>. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.
- 6. <u>Easement Benefit</u>. This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
- 7. <u>Easement Runs with Land</u>. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
- 8. <u>Consent and Subordination of Mortgage Holder(s)</u>. By signing this Agreement, the undersigned lender, its successors and assigns consents to the terms of this easement agreement and hereby subordinates its interest in the Easement Area to the interest of the City and its successors and assigns.
- 9. <u>Approval by City Council</u>. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

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

IN WITNESS WHEREOF, we have hereunto affixed our hands this grad day of April, 2019.

TOURNAMENT CLUB OF IOWA, L.L.C.

By:

Name: T. Jacob Enclock

Title: Lingt Manager

State OF IOWA

) ss:

COUNTY OF POLK

Subscribed and sworn to before me this grad day of APRIL 2019, by T. JRCOB, ENCRAK as CHICK HANAGER of Tournament Club of Iowa, L.L.C., an Iowa limited liability company.

GALE IRENE DAHLKE

Notary

Public in and for said State

ACCEPTANCE BY CITY

STATE OF IOWA		
) ss:	
COUNTY OF POLK		
within and foregoing Easeme by Resolution No	cy Clerk of the City of Polk City, Iowa, do hereby cent was duly approved and accepted by the City Community, passed on the day of ant to authority contained in said Resolution.	ouncil of said City
Signed this day of		
	Jenny Gibbons, City Clerk of the City of	Polk City, Iowa

EXHIBIT A

Legal Description of the Overland Flowage Easement Area

AN IRREGULAR OVERLAND FLOWAGE EASEMENT IN LOT 1 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:

BASIS OF BEARING FOR THIS EASEMENT - THE EAST LINE OF THE NE 1/4 OF SECTION 35, TOWNSHIP 81 NORTH, RANGE 25 WEST OF THE $5^{\rm TH}$ P.M. HAVING A BEARING OF S 00°28'26" W AND A DISTANCE OF 2646.97 FEET.

COMMENCING AT THE NE CORNER OF SAID SECTION 35;

THENCE ALONG THE EAST LINE OF SAID SECTION 35 S 00°28'26" W, A DISTANCE 1394.34 FEET; THENCE N 89°31'34" W, A DISTANCE OF 792.62 FEET TO THE POINT-OF-BEGINNING OF THIS EASEMENT:

THENCE S 87°55'58" W, A DISTANCE OF 145.84 FEET:

THENCE S 38°16'07" W, A DISTANCE OF 120.00 FEET TO A CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 210.00 FEET;

THENCE ALONG SAID CURVE WITH A CHORD BEARING OF N 71°46'19" E, A CHORD LENGTH OF 189.38 FEET, AND A DELTA OF 53°36'10", FOR A DISTANCE OF 196.46 FEET; THENCE N 44°58'13" E, A DISTANCE OF 56.88 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 11,979 SQUARE FEET (0.275 ACRES) MORE OR LESS.

AND

AN IRREGULAR OVERLAND FLOWAGE EASEMENT IN LOT 1 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:

BASIS OF BEARING FOR THIS EASEMENT - THE EAST LINE OF THE NE 1/4 OF SECTION 35, TOWNSHIP 81 NORTH, RANGE 25 WEST OF THE $5^{\rm TH}$ P.M. HAVING A BEARING OF S $00^{\circ}28'26"$ W AND A DISTANCE OF 2646.97 FEET.

COMMENCING AT THE NE CORNER OF SAID SECTION 35;

THENCE ALONG THE EAST LINE OF SAID SECTION 35 S 00°28'26" W, A DISTANCE 1817.06 FEET; THENCE N 89°31'34" W, A DISTANCE OF 1751.73 FEET TO THE POINT-OF-BEGINNING OF THIS EASEMENT:

THENCE N 34°20'39" W, A DISTANCE OF 100.00 FEET;

THENCE S 55°43'15" W, A DISTANCE OF 96.05 FEET;

THENCE S 24°58'16" E, A DISTANCE OF 101.33 FEET;

THENCE N 55°43'15" E, A DISTANCE OF 112.55 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 10,430 SQUARE FEET (0.239 ACRES) MORE OR LESS.

NE 1/4 SEC 35-81-25 LOCATION POLK COUNTY, IOWA

REQUESTOR MJR DEVELOPMENTS, LLC **PROPRIETOR** TOURNAMENT CLUB OF IOWA, LLC

SURVEYOR MURRAY B BERTING SURVEY SHIVE-HATTERY

COMPANY 4125 WESTOWN PARKWAY RETURN TO WEST DES MOINES, IOWA 50266

LEGEND:

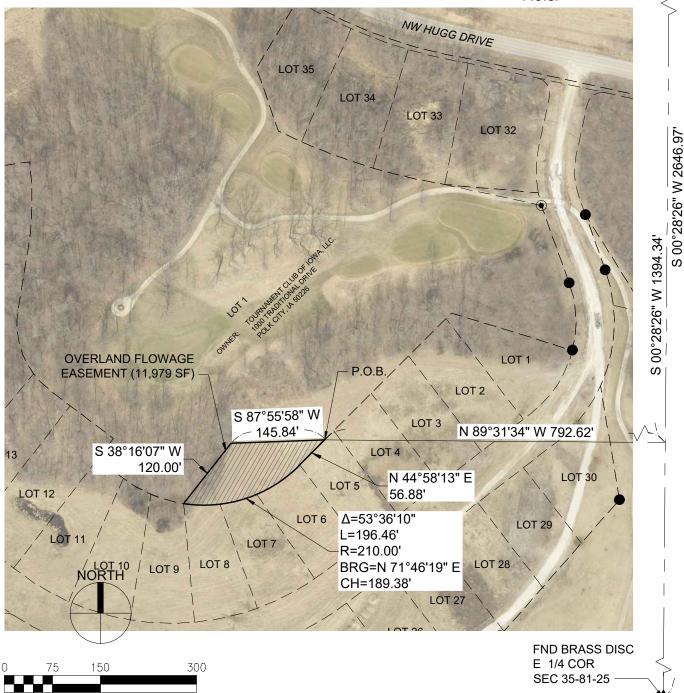
MONUMENT FOUND AS NOTED MONUMENT SET YELLOW CAP #13148 SECTION LINE EXISTING ROW LINE LOT LINES EASEMENT AREA

POINT-OF-REGINNING P.O.B. POINT-OF-COMMENCEMENT P.O.C.

OVERLAND FLOWAGE EASEMENT

FND STUBBY NAIL **NE COR** SEC 35-81-25 P.O.C.

OVERLAND FLOWAGE EASEMENT (A)



SCALE IN FEET ARCHITECTURE + ENGINEERING

4125 Westown Pkwy, Suite 100 | West Des Moines, Iowa 50266 515.223.8104 | fax: 515.223.0622 | www.shive-hattery.com Iowa | Illinois | Indiana

BIG CREEK VALLEY PLAT 1				PROJECT NO. 418138-0
	POLK CIT			
DATE	03/19/2019	SCALE	-	SHEET NO.
DRAWN	CWH	FIELD BOOK		
APPROVED	MBB	REVISION	-	EX A

LOCATION : NE 1/4 SEC 35-81-25 POLK COUNTY, IOWA

REQUESTOR: MJR DEVELOPMENTS, LLC
PROPRIETOR: TOURNAMENT CLUB OF IOWA, LLC

SURVEYOR : MURRAY B BERTING SURVEY : SHIVE-HATTERY

COMPANY 4125 WESTOWN PARKWAY
RETURN TO : WEST DES MOINES, IOWA 50266

LEGEND:

MONUMENT FOUND AS NOTED

MONUMENT SET YELLOW CAP #13148

SECTION LINE

EXISTING ROW LINE

LOT LINES

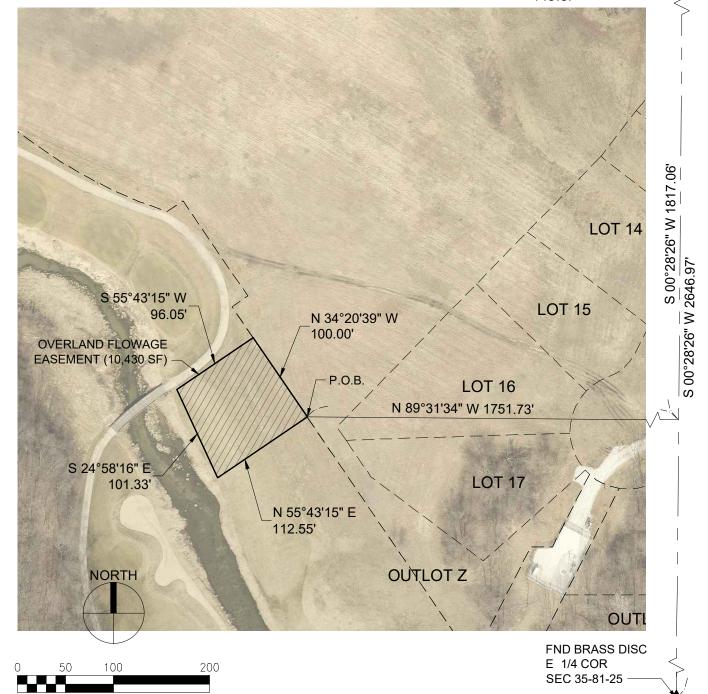
EASEMENT AREA

POINT-OF-BEGINNING P.O.B.
POINT-OF-COMMENCEMENT P.O.C.

OVERLAND FLOWAGE EASEMENT (B)

OVERLAND FLOWAGE EASEMENT

FND STUBBY NAIL NE COR SEC 35-81-25 P.O.C.



SHIVEHATTERY ARCHITECTURE + ENGINEERING

SCALE IN FEET

4125 Westown Pkwy, Suite 100 | West Des Moines, Iowa 50266-515.223.8104 | fax: 515.223.0622 | www.shive-hattery.com Iowa | Illinois | Indiana

BIG CREEK VALLEY PLAT 1			PROJECT NO. 418138-0	
	POLK CIT	Y, IOWA		
DATE	03/27/2019	SCALE		SHEET NO.
DRAWN	CWH	FIELD BOOK		
APPROVED	MBB	REVISION		EX A

Prepared By and Return To: Jennifer L. Drake, 699 Walnut Street, Suite 2000, Des Moines, Iowa 50309 (515) 558-0146

SPACE ABOVE THIS LINE FOR RECORDER

PUBLIC UTILITY EASEMENTS

KNOW ALL MEN BY THESE PRESENTS: That TOURNAMENT CLUB OF IOWA, L.L.C., an Iowa limited liability company, ("Grantor"), in consideration of the sum of One Dollar (\$1.00) to be paid by Midland Power Cooperative, and other good and valuable consideration, the receipt of which is hereby acknowledged by the Grantor, does hereby sell, grant and convey unto the MIDLAND POWER COOPERATIVE, an Iowa cooperative, ("Midland") perpetual Public Utility Easements under, over, through and across the real estate described on the attached Exhibit A, (hereinafter the "Easement Area"), for the purpose of Midland constructing, reconstructing, repairing, enlarging and maintaining public utilities, together with necessary appurtenances thereto, over, under, through and across said Easement Area.

This Easement shall be subject to the following terms and conditions:

- 1. <u>Erection of Structures Prohibited</u>. Grantor shall not erect any structure, building, or fence over or within the Easement Area without obtaining the prior written approval of Midland.
- 2. <u>Change of Grade Prohibited</u>. Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of Midland.
- 3. <u>Maintenance of Easement</u>. Each owner or occupant of a Lot upon which this Easement Area lies shall keep and preserve that portion of the Easement Area within such owner or occupant's property in good repair and condition at all times, and shall not plant or permit to grow any trees or vegetative growth which might reasonably be expected to obstruct or impair the public utilities.

- 4. Right of Access. Midland shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to remove any unauthorized obstructions or structures placed or erected on the Easement Area.
- 5. Easement Runs With Land. This Easement shall be deemed to run with the land and shall be binding upon Grantor and Grantor's successors and assigns.
- 6. **Property to be Restored.** Upon completion of any construction, reconstruction, repair, enlargement or maintenance of the public utilities or necessary appurtenances thereto, Midland shall restore the Easement Area in a good and workmanlike manner to in substantially its condition immediately prior to such work, including by sodding or seeding.

Grantor does hereby covenant with Midland that Grantor holds said real estate described in this Easement by title in fee simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to Warrant and Defend the said premises against the lawful claims of all persons whomsoever, except for the rights of the electric company or companies, the gas company or companies, the telephone company or companies, and the cable television company or companies providing electrical, gas, telephone or cable television services and the public utility easements over the same easement area as granted in this document.

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

Signed this gth day of April , 2019.

TOURNAMENT CLUB OF IOWA, L.L.C.

Name: T. Jacob Enebal

Title: Cliffef Managor

STATE OF IOWA)				
) ss:				
COUNTY OF POLK)				
Subscribed and sworn to T.JACOB EUCBAIC as CHIEF					
liability company.	MANORE O	i i ournamen	t Club of h	owa, L.L.C., a	ii iowa iiiiiwa

See 2 December 1	\$69665656565656565656	
	GALE IRENE DAHLKE	
	NOTARY PUBLIC - MINNESOTA	
My	Commission Expires January 31, 2020 8	
Q22525250	55555555555555	

Notary Public in and for said State

ACCEPTANCE BY CITY

STATE OF IOWA)	
)	ss:
COUNTY OF POLK)	
within and foregoing Easement by Resolution No.	Clerk of the City of Polk City, Iowa, do hereby certify that the was duly approved and accepted by the City Council of said City, passed on the day of, 2019, and to authority contained in said Resolution.
Signed this day of	
Signed tills day of	·
	Jenny Gibbons, City Clerk of the City of Polk City, Iowa

EXHIBIT A PUBLIC UTILITY EASEMENT

A 10-FOOT EASEMENT FOR PUBLIC UTILITIES IN LOT 1 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:

BASIS OF BEARING FOR THIS EASEMENT - THE EAST LINE OF THE NE 1/4 OF SECTION 35, TOWNSHIP 81 NORTH, RANGE 25 WEST OF THE 5TH P.M. HAVING A BEARING OF S 00°28'26" W AND A DISTANCE OF 2646.97 FEET.

COMMENCING AT THE NE CORNER OF SAID SECTION 35;

THENCE ALONG THE EAST LINE OF SAID SECTION 35 S 00°28'26" W, A DISTANCE 1004.87 FEET:

THENCE N 89°31'34" W, A DISTANCE OF 472.70 FEET TO THE POINT-OF-BEGINNING OF THIS EASEMENT;

THENCE N 84°57'18" W, A DISTANCE OF 10.34 FEET TO A CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 200.00 FEET;

THENCE ALONG SAID CURVE WITH A CHORD BEARING S 14°32'33" E, A CHORD LENGTH OF 36.54 FEET, AND A DELTA OF 10°28'58", A DISTANCE OF 36.59 FEET; THENCE S 19°47'02" E, A DISTANCE OF 121.20 FEET TO A CURVE CONCAVE WESTERLY WITH A RADIUS OF 160.00 FEET;

THENCE ALONG SAID CURVE WITH A CHORD BEARING S 02°57'03" E, A CHORD LENGTH OF 92.68 FEET, AND A DELTA OF 33°40'14", A DISTANCE OF 94.03 FEET; THENCE S 72°47'06" E, A DISTANCE OF 10.02 FEET TO A CURVE CONCAVE WESTERLY WITH A RADIUS OF 170.00 FEET;

THENCE ALONG SAID CURVE WITH A CHORD BEARING N 02°51'10" W, A CHORD LENGTH OF 99.03 FEET, AND A DELTA OF 33°52'00", A DISTANCE OF 100.48 FEET; THENCE N 19°47'02" W, A DISTANCE OF 121.20 FEET TO A CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 190.00 FEET;

THENCE ALONG SAID CURVE WITH A CHORD BEARING N 14°55'43" W, A CHORD LENGTH OF 32.16 FEET, AND A DELTA OF 9°42'37", A DISTANCE OF 32.20 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 2,529 SQUARE FEET (0.058 ACRES) MORE OR LESS.

NE 1/4 SEC 35-81-25 POLK COUNTY, IOWA

REQUESTOR: MJR DEVELOPMENTS, LLC
PROPRIETOR: TOURNAMENT CLUB OF IOWA, LLC

SURVEYOR : MURRAY B BERTING SURVEY : SHIVE-HATTERY

COMPANY 4125 WESTOWN PARKWAY
RETURN TO : WEST DES MOINES, IOWA 50266

LEGEND:

MONUMENT FOUND AS NOTED

MONUMENT SET YELLOW CAP #13148

SECTION LINE

EXISTING ROW LINE

LOT LINES

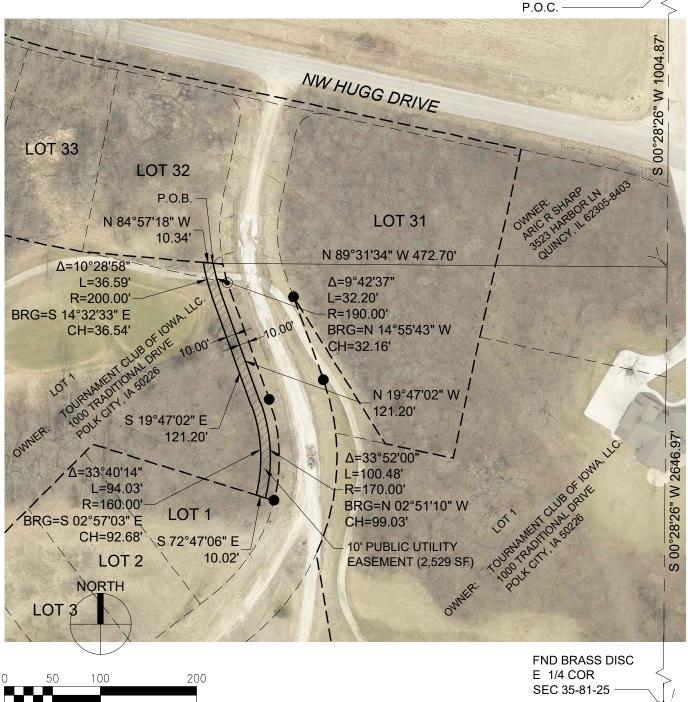
EASEMENT AREA

POINT-OF-BEGINNING P.O.B.
POINT-OF-COMMENCEMENT P.O.C.

PUBLIC UTILITY EASEMENT

FND STUBBY NAIL NE COR SEC 35-81-25

PUBLIC UTILITY EASEMENT



P.\Projects\DM\4181380\Deliverables\Drawings\1a_Survey\Easements\PUE-1 EP.dwg

SHIVEHATTERY

ARCHITECTURE + ENGINEERING
4125 Westown Pkwy, Suite 100 | West Des Moines, Iowa 50266
515.223.8104 | fax: 515.223.0622 | www.shive-hattery.com

Iowa | Illinois | Indiana

SCALE IN FEET

DIO ORCER VALLETTI EXTIT				
	POLK CIT	Y, IOWA		
DATE	03/19/2019	SCALE		
DRAWN	CWH	FIELD BOOK		
APPROVED	MBB	REVISION		

PROJECT NO. 418138-0

SHEET NO.

EX A

BIG CREEK VALLEY PLAT 1

SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That TOURNAMENT CLUB OF IOWA, L.L.C., an Iowa limited liability company, (hereinafter "Grantor"), in consideration of the sum of One Dollar (\$1.00) to be paid by the City of Polk City, Iowa, and other good and valuable consideration, the receipt of which is hereby acknowledged by the Grantor, does hereby sell, grant and convey unto the CITY OF POLK CITY, IOWA, an Iowa municipal corporation, ("City"), perpetual Sanitary Sewer Easements under, over, through and across the estate described on the attached Exhibit A, (hereinafter the "Easement Area"), for the purpose of the City constructing, reconstructing, repairing, enlarging and maintaining the sanitary sewer, together with necessary appurtenances thereto, over, under, through and across said Easement Area.

This Easement shall be subject to the following terms and conditions:

- 1. <u>Erection of Structures Prohibited</u>. Grantor shall not erect any structure, building, or fence over or within the Easement Area without obtaining the prior written approval of the City Engineer.
- 2. <u>Change of Grade Prohibited</u>. Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.
- 3. <u>Maintenance of Easement</u>. Each owner or occupant of a Lot upon which this Easement Area lies shall keep and preserve that portion of the Easement Area within such owner or occupant's property in good repair and condition at all times, and shall not plant or permit to grow any trees or vegetative growth which might reasonably be expected to obstruct or impair the sanitary sewer.
- 4. **Right of Access.** The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to remove any unauthorized obstructions or structures placed or erected on the Easement Area.

- 5. Easement Runs With Land. This Easement shall be deemed to run with the land and shall be binding upon Grantor and Grantor's successors and assigns.
- 6. Property to be Restored. Upon completion of any construction, repair, enlargement or maintenance of the sanitary sewer or necessary appurtenances thereto, the City shall restore the Easement Area in a good and workmanlike manner to in substantially its condition immediately prior to such work, including by sodding or seeding.
- 7. <u>Liability.</u> Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. In the event that the City intentionally disturbs the property in the easement area, it shall restore the surface of the property in the easement area as stated in provision #6 of this easement.

Grantor does hereby covenant with the City that Grantor holds said real estate described in this Easement by title in fee simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to Warrant and Defend the said premises against the lawful claims of all persons whomsoever, except for the rights of the electric company or companies, the gas company or companies, the telephone company or companies, and the cable television company or companies providing electrical, gas, telephone or cable television services and the public utility easements over the same easement area as granted in this document.

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

Signed this ______ day of ______, 2019.

TOURNAMENT-CLUB, OF IOWA, L.L.C.

By: Name: T. Jacob Embah

Title: Chief Manager

STATE OF IOWA)				
) ss:				
COUNTY OF POLK)				
		ath		0.6.	
Subscribed and sworn to					
T. JACOB GLERAK as CHEF	MANKGER_01	Tournament	Club of Io	owa, L.L.C., an	Iowa limited
liability company.					

GALE IRENE DAHLKE
NOTARY PUBLIC - MINNESOTA
My Commission Expires January 31, 2020

Notary Public in and for said State

ACCEPTANCE BY CITY

STATE OF IOWA	
) ss:
COUNTY OF POLK	
within and foregoing Easeme	V Clerk of the City of Polk City, Iowa, do hereby certify that the nt was duly approved and accepted by the City Council of said City
by Resolution No.	, passed on the day of, 2019, and
this certificate is made pursua	ant to authority contained in said Resolution.
Signed this day of	<u> </u>
	Jenny Gibbons, City Clerk of the City of Polk City, Iowa

EXHIBIT A SANITARY SEWER EASEMENT LEGAL DESCRIPTION

A 25-FOOT EASEMENT FOR SANITARY SEWER IN LOT 1 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:

BASIS OF BEARING FOR THIS EASEMENT - THE EAST LINE OF THE NE 1/4 OF SECTION 35, TOWNSHIP 81 NORTH, RANGE 25 WEST OF THE 5^{TH} P.M. HAVING A BEARING OF S $00^{\circ}28'26"$ W AND A DISTANCE OF 2646.97 FEET.

COMMENCING AT THE NE CORNER OF SAID SECTION 35;

THENCE ALONG THE EAST LINE OF SAID SECTION 35 S 00°28'26" W, A DISTANCE 1185.62 FEET;

THENCE N 89°31'34" W, A DISTANCE OF 317.66 FEET TO THE POINT-OF-BEGINNING OF THIS EASEMENT:

THENCE N 77°47'22" W, A DISTANCE OF 26.22 FEET TO A CURVE CONCAVE WESTERLY WITH A RADIUS OF 240.00 FEET;

THENCE ALONG SAID CURVE WITH A CHORD BEARING S 09°05'15" W, A CHORD LENGTH OF 127.10 FEET, AND A DELTA OF 30°42'29", A DISTANCE OF 128.63 FEET; THENCE S 09°18'03" E, A DISTANCE OF 41.04 FEET TO A CURVE CONCAVE WESTERLY WITH A RADIUS OF 265.00 FEET;

THENCE ALONG SAID CURVE WITH A CHORD BEARING N 13°41'07" E, A CHORD LENGTH OF 165.14 FEET, AND A DELTA OF 36°18'34", A DISTANCE OF 167.94 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 3,718 SOUARE FEET (0.085 ACRES) MORE OR LESS, and

AN IRREGULAR SHAPED EASEMENT FOR SANITARY SEWER IN LOT 1 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:

BASIS OF BEARING FOR THIS EASEMENT - THE EAST LINE OF THE NE 1/4 OF SECTION 35, TOWNSHIP 81 NORTH, RANGE 25 WEST OF THE 5^{TH} P.M. HAVING A BEARING OF S $00^{\circ}28^{\circ}26^{\circ}$ W AND A DISTANCE OF 2646.97 FEET.

COMMENCING AT THE NE CORNER OF SAID SECTION 35;

THENCE ALONG THE EAST LINE OF SAID SECTION 35 S 00°28'26" W, A DISTANCE 1006.70 FEET;

THENCE N 89°31'34" W, A DISTANCE OF 462.35 FEET TO THE POINT-OF-BEGINNING OF THIS EASEMENT;

THENCE N 84°57'18" W, A DISTANCE OF 146.45 FEET TO A CURVE CONCAVE NORTHERLY WITH A RADIUS OF 941.85 FEET;

THENCE ALONG SAID CURVE WITH A CHORD BEARING N 72°29'14" W, A CHORD LENGTH OF 263.59 FEET, AND A DELTA OF 16°05'16", A DISTANCE OF 264.46 FEET; THENCE S 24°38'39" W, A DISTANCE OF 5.00 FEET TO A CURVE CONCAVE NORTHERLY WITH A RADIUS OF 946.85 FEET;

THENCE ALONG SAID CURVE WITH A CHORD BEARING S 72°29'10" E, A CHORD LENGTH OF 264.79 FEET, AND A DELTA OF 16°04'33", A DISTANCE OF 265.66 FEET; THENCE S 78°05'23" E, A DISTANCE OF 156.71 FEET TO A CURVE CONCAVE EASTERLY WITH A RADIUS OF 180.00 FEET;

THENCE ALONG SAID CURVE WITH A CHORD BEARING N 14°57'14" W, A CHORD DISTANCE OF 25.23 FEET, AND A DELTA OF 8°02'14", A DISTANCE OF 25.25 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 3,446 SQUARE FEET (0.079 ACRES) MORE OR LESS.

NE 1/4 SEC 35-81-25 LOCATION POLK COUNTY, IOWA

REQUESTOR MJR DEVELOPMENTS, LLC **PROPRIETOR** TOURNAMENT CLUB OF IOWA, LLC

SURVEYOR MURRAY B BERTING SURVEY SHIVE-HATTERY

COMPANY 4125 WESTOWN PARKWAY RETURN TO WEST DES MOINES, IOWA 50266

LEGEND:

MONUMENT FOUND AS NOTED MONUMENT SET YELLOW CAP #13148 \bigcirc SECTION LINE EXISTING ROW LINE LOT LINES EASEMENT AREA

POINT-OF-REGINNING P.O.B. POINT-OF-COMMENCEMENT P.O.C.

PUBLIC SANITARY SEWER EASEMENT (A)

FND STUBBY NAIL

NE COR SANITARY SEWER EASEMENT SEC 35-81-25

P.O.C. NW HUGG DRIVE **LOT 33 LOT 32 LOT 31** 00°28'26" 62 1185. SANITARY SEWER S N 77°47'22" W EASEMENT (3,718 SF) 26.22' Δ=30°42'29" L=128.63' N 89°31'34" W P.O.B. R=240.00' 317.66' AT CLUB OF COMALLC. BRG=S 09°05'15" W CH=127.10' Δ=36°18'34" 28'26" W 2646.97 L=167.94' 25.00 R=265.00' LOT 1 BRG=N 13°41'07" E

200 SCALE IN FEET

NORTH

LOT 3

LOT 2

FND BRASS DISC E 1/4 COR SEC 35-81-25



00

ARCHITECTURE + ENGINEERING

4125 Westown Pkwy, Suite 100 | West Des Moines, Iowa 50266 515.223.8104 | fax: 515.223.0622 | www.shive-hattery.com Iowa | Illinois | Indiana

BIG	PROJECT NO.					
		•				
	POLK CIT	V ΙΩWΔ				
	1 OLIK OIT	1,1000				
DATE	03/27/2019	SCALE		SHEET NO.		
DRAWN	CWH	FIELD BOOK				
APPROVED	MBB	REVISION		EX A		

CH=165.14'

S 09°18'03" E 41.04'

LOCATION : NE 1/4 SEC 35-81-25 POLK COUNTY, IOWA

REQUESTOR: MJR DEVELOPMENTS, LLC
PROPRIETOR: TOURNAMENT CLUB OF IOWA, LLC

SURVEYOR : MURRAY B BERTING SURVEY : SHIVE-HATTERY

COMPANY 4125 WESTOWN PARKWAY
RETURN TO : WEST DES MOINES, IOWA 50266

LEGEND:

MONUMENT FOUND AS NOTED

MONUMENT SET YELLOW CAP #13148

SECTION LINE

EXISTING ROW LINE

LOT LINES

EASEMENT AREA

POINT-OF-BEGINNING P.O.B. POINT-OF-COMMENCEMENT P.O.C.

PUBLIC SANITARY SEWER EASEMENT (B)

SANITARY SEWER EASEMENT

FND STUBBY NAIL NE COR SEC 35-81-25 P.O.C.

00°28'26" W 1005.70' NW HUGG DRIVE **LOT 35 LOT 34** Δ=16°05'46"33 L=264.46 S 24°38'39" W **LOT 32** R=941.85' 5.00 P.O.B. BRG=N 72°29'14" CH=263.59' N 84°57'18" W **LOT 31** 146.45' N 89°31'34" W 462.35' Δ=8°02'14" Δ=16°04'33" L=25.25' S 78°05'23" E L=265.66' R=180.00' 156.71 R=946.85' BRG=N 14°57'14" W BRG=S 72°29'10" E CH=25.23 CH=264.79' SANITARY SEWER EASEMENT (3,446 SF) 00°28'26" W 2646.97' LOT 1 LOT 2 NORTH LOT 3 FND BRASS DISC E 1/4 COR 200 SEC 35-81-25

SCALE IN FEET

SHIVEHATTERY

ARCHITECTURE + ENGINEERING

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	BIG	PROJECT NO. 418138-0			
	DATE	03/19/2019	SCALE		SHEET NO.
)	DRAWN	CWH	FIELD BOOK		
	APPROVED	MBB	REVISION		EX A

WHEN RECORDED RETURN TO:

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

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

PUBLIC STORM SEWER & OVERLAND FLOWAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **TOURNAMENT CLUB OF IOWA**, **L.L.C.**, an Iowa limited liability company, of the City of Polk City, County of Polk, State of Iowa, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Polk City, Iowa, receipt of which is hereby acknowledged, does hereby sell, grant and convey unto the City of Polk City, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

See Exhibit A attached hereto and incorporated herein by reference

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

Storm Sewer and Overland Flowage

- 1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited.

 Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City. Grantor and its grantees, assigns and transferees shall maintain the Easement Area, including any embankments and repair of any damage caused by erosion. Grantor understands and agrees that the storm water may pond within the Easement Area.
- 2. <u>Change of Grade Prohibited.</u> Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

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

In addition, the City shall have the right, but not the obligation, to remove drainage obstructions from any Easement Area. The property owner, and not the Grantee, shall be responsible for maintenance of all embankments, including repair of any damage due to erosion, within all of the Easement Area lying in or on private yards owned by said property owner. Any private subdrains may be located within the Easement Area, provided, however, that said subdrains and any appurtenances thereto shall be maintained by the property owner and not the Grantee.

- 4. <u>Property to be Restored</u>. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.
- 5. <u>Liability</u>. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.
- 6. <u>Easement Benefit</u>. This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
- 7. <u>Easement Runs with Land</u>. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
- 8. <u>Consent and Subordination of Mortgage Holder(s)</u>. By signing this Agreement, the undersigned lender, its successors and assigns consents to the terms of this easement agreement and hereby subordinates its interest in the Easement Area to the interest of the City and its successors and assigns.
- 9. <u>Approval by City Council</u>. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

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

IN WITNESS WHEREOF, we have hereunto affixed our hands this day of May,
2019.
TOURNAMENT CLUB OF IOWA, L.L.C.
Name: T. Jacob Enchah Title: President GREGORY CANFIELD Notary Public Minnesota
STATE OF IOWA) ss: COUNTY OF POLK)
Subscribed and sworn to before me this <u>S</u> day of May, 2019, by <u>TTake Erebuk</u> as of Tournament Club of Iowa, L.L.C., an Iowa limited liability company.
Notary Public in and for the State of Iowa

ACCEPTANCE BY CITY

STATE OF IOWA)		
) ss:		
COUNTY OF POLK)		
	k of the City of Polk City, Iowa, do he s duly approved and accepted by the C	
	, passed on the day of	
	authority contained in said Resolution	
Signed this day of	2019.	
	Jenny Gibbons, City Clerk of the C	ity of Polk City, Iowa

Exhibit A

Legal Description of Storm Sewer and Overland Flowage Easement Area

A 40-FOOT STORM SEWER AND OVERLAND FLOWAGE EASEMENT IN LOT 1 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:

BASIS OF BEARING FOR THIS EASEMENT - THE EAST LINE OF THE NE 1/4 OF SECTION 35, TOWNSHIP 81 NORTH, RANGE 25 WEST OF THE 5^{TH} P.M. HAVING A BEARING OF S 00°28'26" W AND A DISTANCE OF 2646.97 FEET.

COMMENCING AT THE NE CORNER OF SAID SECTION 35;

THENCE ALONG THE EAST LINE OF SAID SECTION 35 S 00°28'26" W, A DISTANCE 1783.99 FEET;

THENCE N 89°31'34" W, A DISTANCE OF 627.16 FEET TO THE POINT-OF-BEGINNING OF THIS EASEMENT;

THENCE S 52°41'02" W, A DISTANCE OF 40.04 FEET;

THENCE S 39°45'37" E, A DISTANCE OF 171.55 FEET;

THENCE N 50°14'23" E, A DISTANCE OF 40.00 FEET;

THENCE N 39°45'37" W, A DISTANCE OF 169.84 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 6,828 SQUARE FEET (0.157 ACRES) MORE OR LESS.

LOCATION : NE 1/4 SEC 35-81-25 POLK COUNTY, IOWA

REQUESTOR: MJR DEVELOPMENTS, LLC
PROPRIETOR: TOURNAMENT CLUB OF IOWA, LLC

SURVEYOR : MURRAY B BERTING SURVEY : SHIVE-HATTERY

COMPANY 4125 WESTOWN PARKWAY
RETURN TO : WEST DES MOINES, IOWA 50266

LEGEND:

MONUMENT FOUND AS NOTED

MONUMENT SET YELLOW CAP #13148

SECTION LINE

EXISTING ROW LINE

LOT LINES

EASEMENT AREA

POINT-OF-BEGINNING P.O.B. POINT-OF-COMMENCEMENT P.O.C.

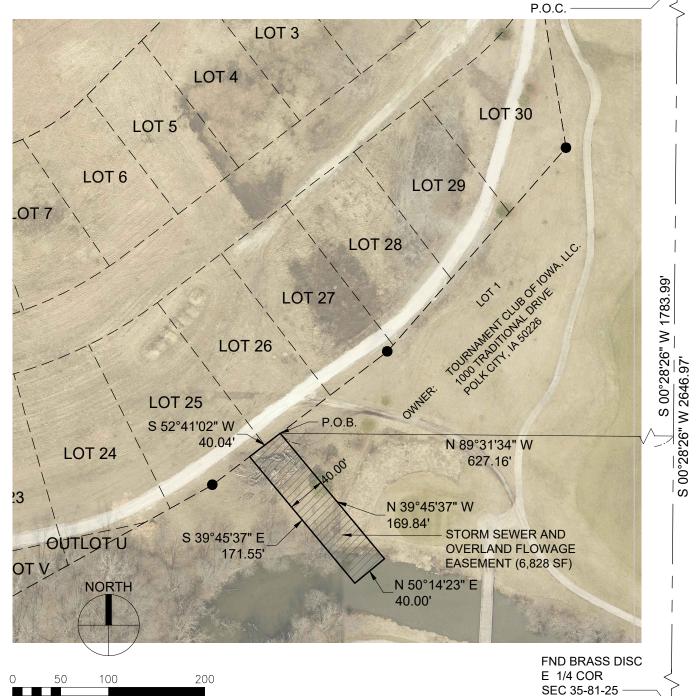
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STORM SEWER AND OVERLAND FLOWAGE EASEMENT

FND STUBBY NAIL NE COR SEC 35-81-25

PUBLIC STORM SEWER AND

OVERLAND FLOWAGE EASEMENT



SCALE IN FEET

SHIVEHATTERY

ARCHITECTURE + ENGINEERING

4125 Westown Pkwy, Suite 100 | West Des Moines, Iowa 50266 515.223.8104 | fax: 515.223.0622 | www.shive-hattery.com Iowa | Illinois | Indiana

Bl	PROJECT NO. 418138-0				
	POLK CITY, IOWA				
DATE	04/10/2019	SCALE		SHEET NO.	
DRAWN	CWH	FIELD BOOK			
APPROVED	MBB	REVISION		EX A	

WATER MAIN EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That TOURNAMENT CLUB OF IOWA, L.L.C., an Iowa limited liability company, (hereinafter "Grantor"), in consideration of the sum of One Dollar (\$1.00) to be paid by the City of Polk City, Iowa, and other good and valuable consideration, the receipt of which is hereby acknowledged by the Grantor, does hereby sell, grant and convey unto the CITY OF POLK CITY IOWA, an Iowa municipal corporation, ("City"), perpetual Water Main Easements under, over, through and across the estate described on the attached Exhibit A, (hereinafter the "Easement Area"), for the purpose of the City constructing, reconstructing, repairing, enlarging and maintaining water main lines, together with necessary appurtenances thereto, over, under, through and across said Easement Area.

This Easement shall be subject to the following terms and conditions:

- 1. <u>Erection of Structures Prohibited</u>. Grantor shall not erect any structure, building, or fence over or within the Easement Area without obtaining the prior written approval of the City Engineer.
- 2. <u>Change of Grade Prohibited</u>. Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.
- 3. <u>Maintenance of Easement</u>. Each owner or occupant of a Lot upon which this Easement Area lies shall keep and preserve that portion of the Easement Area within such owner or occupant's property in good repair and condition at all times, and shall not plant or permit to grow any trees or vegetative growth which might reasonably be expected to obstruct or impair the water main lines.
- 4. <u>Right of Access</u>. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and

enjoyment of the Easement Area as herein described, including, but not limited to, the right to remove any unauthorized obstructions or structures placed or erected on the Easement Area.

- 5. <u>Easement Runs With Land</u>. This Easement shall be deemed to run with the land and shall be binding upon Grantor and Grantor's successors and assigns.
- 6. **Property to be Restored.** Upon completion of any construction, reconstruction, repair, enlargement or maintenance of the water main lines or necessary appurtenances thereto, the City shall restore the Easement Area in a good and workmanlike manner to in substantially its condition immediately prior to such work, including by sodding or seeding.
- 7. <u>Liability.</u> Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. In the event that the City intentionally disturbs the property in the easement area, it shall restore the surface of the property in the easement area as stated in provision #6 of this easement.

Grantor does hereby covenant with the City that Grantor holds said real estate described in this Easement by title in fee simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to Warrant and Defend the said premises against the lawful claims of all persons whomsoever, except for the rights of the electric company or companies, the gas company or companies, the telephone company or companies, and the cable television company or companies providing electrical, gas, telephone or cable television services and the public utility easements over the same easement area as granted in this document.

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

Signed this gth day of April, 2019

TOURNAMENT CLUB OF IOWA, L.L.C.

Name: T. Jacob Enebak

Title: Chief Manager

STATE OF IOWA)			
) ss:			
COUNTY OF POLK)			
		04		
Subscribed and sworn to	before me this	$8^{"}$ day of	APRIL_	2019, by
T. TACOB ENERAL as CHIEF	MANAGER OF TOI	ırnament Club of I	Iowa, L.L.C., an Io	wa limited
liability company.				

GALE IRENE DAHLKE
NOTARY PUBLIC - MINNESOTA
My Commission Expires January 31, 2020

Notary Public in and for said State

ACCEPTANCE BY CITY

STATE OF IOWA)
) ss:
COUNTY OF POLK	
within and foregoing Easen by Resolution No.	ity Clerk of the City of Polk City, Iowa, do hereby certify that the nent was duly approved and accepted by the City Council of said City, passed on the day of, 2019, and suant to authority contained in said Resolution.
Signed this day of	

EXHIBIT A WATER MAIN EASEMENT LEGAL DESCRIPTION

A 10-FOOT EASEMENT FOR WATER MAIN IN LOT 1 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:

BASIS OF BEARING FOR THIS EASEMENT - THE EAST LINE OF THE NE 1/4 OF SECTION 35, TOWNSHIP 81 NORTH, RANGE 25 WEST OF THE 5TH P.M. HAVING A BEARING OF S 00°28'26" W AND A DISTANCE OF 2646.97 FEET.

COMMENCING AT THE NE CORNER OF SAID SECTION 35;

THENCE ALONG THE EAST LINE OF SAID SECTION 35 S 00°28'26" W, A DISTANCE 1005.70 FEET;

THENCE N 89°31'34" W, A DISTANCE OF 462.35 FEET TO THE POINT-OF-BEGINNING OF THIS EASEMENT:

THENCE N 84°57'18" W, A DISTANCE OF 10.38 FEET TO A CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 190.00 FEET;

THENCE ALONG SAID CURVE WITH A CHORD BEARING S 14°55'43" E, A CHORD LENGTH OF 32.16 FEET, AND A DELTA OF 9°42'37", FOR A DISTANCE OF 32.20 FEET; THENCE S 19°47'02" E, A DISTANCE OF 121.20 FEET TO A CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 170.00 FEET;

THENCE ALONG SAID CURVE WITH A CHORD BEARING S 02°51'10" E, A CHORD LENGTH OF 99.03 FEET, AND A DELTA OF 33°51'58", FOR A DISTANCE OF 100.48 FEET:

THENCE S 72°47'06" E A DISTANCE OF 10.01 FEET TO A CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 180.00 FEET;

THENCE ALONG SAID CURVE WITH A CHORD BEARING N 02°45'56" W, A CHORD LENGTH OF 105.38 FEET, AND A DELTA OF 34°02'27", FOR A DISTANCE OF 106.94 FEET:

THENCE N 19°47'02" W, A DISTANCE OF 121.20 FEET TO A CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 180.00 FEET;

THENCE ALONG SAID CURVE WITH A CHORD BEARING N 15°21'35" W, A CHORD LENGTH OF 27.77 FEET, AND A DELTA OF 8°50'55", FOR A DISTANCE OF 27.80 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 2,549 SQUARE FEET (0.059 ACRES) MORE OR LESS.

NE 1/4 SEC 35-81-25 LOCATION POLK COUNTY, IOWA

REQUESTOR MJR DEVELOPMENTS, LLC **PROPRIETOR** TOURNAMENT CLUB OF IOWA, LLC

SURVEYOR MURRAY B BERTING SURVEY SHIVE-HATTERY

COMPANY 4125 WESTOWN PARKWAY RETURN TO WEST DES MOINES, IOWA 50266

LEGEND:

MONUMENT FOUND AS NOTED MONUMENT SET YELLOW CAP #13148 \bigcirc SECTION LINE EXISTING ROW LINE LOT LINES EASEMENT AREA

POINT-OF-REGINNING P.O.B. POINT-OF-COMMENCEMENT P.O.C.

PUBLIC WATER MAIN EASEMENT

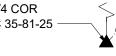
FND STUBBY NAIL **NE COR** SEC 35-81-25

WATER MAIN EASEMENT

P.O.C. 1005.70' NW HUGG DRIVE 00°28'26" **LOT 33 LOT 32** 10' WATER MAIN EASEMENT (2,549 SF) P.O.B. N 84°57'18" W **LOT 31** 10.38' N 89°31'34" W 462.35' Δ=9°42'37" NAMENT CLUB OF JOWA LLC
NAMENT ON ALL DRIVE
NEW YORK OF THE PROPERTY OF THE PR Δ=8°50'55" L=32.20' L=27.80 R=190.00' R=180.00' BRG=S 14°55'43" E BRG=N 15°21'35" W CH=32.16' CH=27.77' N 19°47'02" W 121.20' S 19°47'02" E 121.20 Δ=33°51'58" Δ=34°02'27' L=100.48' L=106.94' 00°28'26" W R=170.00' R=180.00' BRG=S 02°51'10" E LOT 1 BRG=N 02°45'56" W CH=99.03' CH=105.38' S 72°47'06" E 10.01 LOT 2 NORTH LOT 3 FND BRASS DISC

200 SCALE IN FEET

E 1/4 COR SEC 35-81-25



ARCHITECTURE + ENGINEERING

4125 Westown Pkwy, Suite 100 | West Des Moines, Iowa 50266 515.223.8104 | fax: 515.223.0622 | www.shive-hattery.com Iowa | Illinois | Indiana

,	ВІ	PROJECT NO. 418138-0			
6	DATE	03/19/2019	SCALE		SHEET NO.
O	DRAWN	CWH	FIELD BOOK		
	APPROVED	MBB	REVISION		EX A

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That TOURNAMENT CLUB OF IOWA, L.L.C., an Iowa limited liability company, (hereinafter "Grantor"), (in consideration of the sum of one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged by the Grantor, does hereby sell, grant, and convey unto MJR DEVELOPMENTS, L.L.C., and/or its assigns (hereafter called "Grantee"), a temporary easement for construction related activities (hereafter the "Easement") under, over, through and across the following described on the attached Exhibit A, (hereafter called "Easement Area") which purpose includes any and all construction-related activities, and includes but is not limited to the following: (1) grading and excavation; and (2) hauling, transporting and storage of materials and equipment.

This Easement shall be subject to the following terms and conditions:

- 1. <u>ERECTION OF STRUCTURES PROHIBITED</u>. Grantor shall not erect any structure, building or fence over or within the Easement Area that could impede or otherwise interfere with Grantee's use of the Easement Area for the above-stated purposes, without obtaining the prior written approval of the Grantee, which approval shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, and for sake of clarity, nothing herein shall be construed to prohibit Grantor from using or improving the Easement Area in a manner that does not impede Grantee's use of the same for above-stated purposes.
- 2. <u>CHANGE OF GRADE PROHIBITED</u>. Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the Grantee.
- 3. <u>MAINTENANCE OF EASEMENT</u>. Subject to Section 6 below, the owner of the property upon which the Easement Area is located shall keep and preserve that portion of the Easement Area within his property in good repair and condition at all times, and shall not plant nor permit to grow any trees or other vegetative growth which might reasonably be expected to obstruct or impair the public utilities or water main.

- 4. <u>RIGHT OF ACCESS</u>. Grantee shall have the right of access to the Easement Area from the adjacent public road and have all rights of ingress and egress from the adjacent public road reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to remove any unauthorized obstructions or structures placed or erected in the Easement Area.
- 5. EASEMENT RUNS WITH LAND/ASSIGNMENT/ADDITIONAL INSTRUMENTS. This Easement shall be deemed to run with the land and shall benefit and be binding on the Grantee, and Grantee's successors and assigns, and shall be binding on Grantor and on Grantor's successors and assigns, such successors and assigns, including, without limitation future owners of the property upon which the Easement Area is located, considered a "Grantor" for purposes of this Easement. This Easement may be assigned by Grantee without the consent of Grantor. Upon the completion of construction of the water main, sanitary sewer main and public utilities located with the Easement Area and acceptance of said improvements by the City, Grantor agrees to promptly execute and deliver, without additional consideration therefor, permanent easement documents as will be required by the City and on forms approved by the City that will describe the location for each public main and/or utility.
- 6. PROPERTY TO BE RESTORED. Grantee, at Grantee's sole expense, may construct and shall maintain and keep in good condition and repair, any water main, sanitary sewer main, or utility improvement installed within the Easement Area. Upon completion of any construction, reconstruction, repair, enlargement, inspection or maintenance on any water main or necessary appurtenance thereto and/or public utility or necessary appurtenance thereto, the Grantee, at Grantee's sole expense, shall promptly restore the Easement Area, and any adjacent area disturbed, in good and workmanlike manner and to a condition comparable to the Easement Area's condition existing before such work was performed.
- 7. <u>INDEMNITY</u>. Grantee shall fully indemnify and hold Grantor harmless from and against all claims, demands, suits, costs, expenses, liabilities, fines, penalties, losses, damages and injury to person, property or otherwise, including, without limitation, direct, indirect and consequential damages, court costs and reasonable attorney's fees ("Claims"), arising from or in any respect related to any exercise of or use of the Easement Area by any person, except such injury, loss or damage as shall have been caused by the gross negligence or willful act of Grantor, or except Grantor's use of the Easement Area, including but not limited to, the windmill and well located within the Easement Area.
- 8. <u>WARRANTIES OF GRANTOR</u>. Grantor does HEREBY COVENANT with the Grantee that Grantor holds said real estate described in this Easement Area by title in fee simple; that Grantor has good and lawful authority to convey the same.
- 9. <u>AMENDMENT</u>. This Easement and any provision herein contained may not be terminated, extended, modified or amended without the express written consent of Grantor and Grantee, or their successors in interest, as applicable.

Words and phrases herein including a singular or plural number, and as mas	acknowledgement hereof shall be construed as in the sculine or feminine gender, according to the context.
Signed this 8th day of April	
TOURNAMENT CLUB OF IOWA	A,L.L.C.
By: Name: T. Jacob Enebah Title: Chief Manager	
STATE OF IOWA)
	ss:
COUNTY OF POLK)

10. TERMINATION OF EASEMENT. This Easement shall terminate upon the acceptance of

of Big Creek Valley Plat 1 by the City of Polk City, Polk County, Iowa.

GALE IRENE DAHLKE

Subscribed and sworn to before me this grant day of African 2019, by T. JACOB GUEBAK as CHIEF WALAGER of Tournament Club of Iowa, L.L.C., an Iowa limited

liability company.

EXHIBIT "A"

A VARYING WIDTH TEMPORARY CONSTRUCTION EASEMENT IN LOT 1 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:

BASIS OF BEARING FOR THIS EASEMENT - THE EAST LINE OF THE NE 1/4 OF SECTION 35-TOWNSHIP 81 NORTH, RANGE 25 WEST OF THE 5^{TH} P.M. HAVING A BEARING OF S $00^{\circ}28'26"$ W AND A DISTANCE OF 2646.97 FEET.

COMMENCING AT THE NE CORNER OF SAID SECTION 35;

THENCE ALONG THE EAST LINE OF SAID SECTION 35 S 00°28'26" W, A DISTANCE OF 1005.70 FEET;

THENCE N 84°57'18" W, A DISTANCE OF 462.35 FEET TO THE POINT-OF-BEGINNING OF THIS EASEMENT;

THENCE N 84°43'11" W, A DISTANCE OF 41.30 FEET TO A CURVE CONCAVE EASTERLY WITH A RADIUS OF 220.00 FEET;

THENCE ALONG SAID CURVE WITH A CHORD BEARING S 13°52'42" E, A CHORD LENGTH OF 45.27 FEET, AND A DELTA OF 11°48'40", A DISTANCE OF 45.35 FEET; THENCE S 19°47'02" E, A DISTANCE OF 50.00 FEET;

THENCE S 70°12'58" W, A DISTANCE OF 5.00 FEET;

THENCE S 19°47'02' E, A DISTANCE OF 71.20 FEET TO A CURVE CONCAVE WESTERLY WITH A RADIUS OF 135.00 FEET;

THENCE ALONG SAID CURVE WITH A CHORD BEARING S 06°28'10" E, A CHORD LENGTH OF 62.19 FEET, AND A DELTA OF 26°38'00", FOR A DISTANCE OF 62.75 FEET:

THENCE N 72°47'06" W, A DISTANCE OF 159.77 FEET;

THENCE S 44°58'13" W, A DISTANCE OF 305.48 FEET;

THENCE S 87°55'58" W, A DISTANCE OF 123.83 FEET:

THENCE S 38°16'07" W, A DISTANCE OF 102.51 FEET TO A CURVE CONCAVE NORTHERLY WITH A RADIUS OF 195.00 FEET;

THENCE ALONG SAID CURVE WITH A CHORD BEARING N 68°17'17" W, A CHORD LENGTH OF 105.44 FEET, AND A DELTA OF 31°22'15", FOR A DISTANCE OF 106.77 FEET.

THENCE N 52°36'09" W, A DISTANCE OF 47.64 FEET;

THENCE S 37°23'51" W, A DISTANCE OF 15.00 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 WITH A CHORD BEARING N 86°11'02" E, A CHORD LENGTH OF 276.72 FEET, AND A DELTA OF 82°25'36", FOR A DISTANCE OF 302.11 FEET:

THENCE N 44°58'13" E, A DISTANCE OF 337.19 FEET;

THENCE S 72°47'06" E, FOR A DISTANCE OF 197.68 FEET TO A CURVE CONCAVE WESTERLY WITH A RADIUS OF 180.00 FEET;

THENCE ALONG SAID CURVE WITH A CHORD BEARING N 02°45'56" W, A CHORD

LENGTH OF 105.38 FEET, AND A DELTA OF 34°02'27", FOR A DISTANCE OF 106.94 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 WITH A CHORD BEARING N 15°21'35" W, A CHORD LENGTH OF 27.77 FEET, AND A DELTA OF 8°50'55", FOR A DISTANCE OF 27.80 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 31,851 SQUARE FEET (0.731 ACRES) MORE OR LESS.

AND

AN IRREGULAR TEMPORARY CONSTRUCTION EASEMENT IN LOT 1 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:

BASIS OF BEARING FOR THIS EASEMENT - THE EAST LINE OF THE NE 1/4 OF SECTION 35, TOWNSHIP 81 NORTH, RANGE 25 WEST OF THE 5^{TH} P.M. HAVING A BEARING OF S $00^{\circ}28'26"$ W AND A DISTANCE OF 2646.97 FEET.

COMMENCING AT THE NE CORNER OF SAID SECTION 35;

THENCE ALONG THE EAST LINE OF SAID SECTION 35 S 00°28'26" W, A DISTANCE 1191.09 FEET:

THENCE N 89°31'34" W, A DISTANCE OF 291.83 FEET TO THE POINT-OF-BEGINNING OF THIS EASEMENT;

THENCE S 00°51'47" E, A DISTANCE OF 240.08 FEET;

THENCE S 41°06'41" W, A DISTANCE OF 69.82 FEET;

THENCE N 09°18'03" W, A DISTANCE OF 180.65 FEET TO A CURVE CONCAVE WESTERLY WITH A RADIUS OF 240.00 FEET;

THENCE ALONG SAID CURVE WITH A CHORD BEARING N 09°05'15" E, A CHORD LENGTH OF 127.10 FEET, AND A DELTA OF 30°42'29", FOR A DISTANCE OF 128.63 FEET:

THENCE S 77°47'22" E, A DISTANCE OF 52.60 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 16,256 SQUARE FEET (0.373 ACRES) MORE OR LESS.

AND

AN IRREGULAR TEMPORARY CONSTRUCTION EASEMENT IN LOT 1 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:

BASIS OF BEARING FOR THIS EASEMENT - THE EAST LINE OF THE NE 1/4 OF SECTION 35, TOWNSHIP 81 NORTH, RANGE 25 WEST OF THE 5^{TH} P.M. HAVING A BEARING OF S $00^{\circ}28^{\circ}26^{\circ}$ W AND A DISTANCE OF 2646.97 FEET.

COMMENCING AT THE NE CORNER OF SAID SECTION 35;

THENCE ALONG THE EAST LINE OF SAID SECTION 35 S 00°28'26" W, A DISTANCE 1886.58 FEET;

THENCE N 89°31'34" W, A DISTANCE OF 1703.63 FEET TO THE POINT-OF-

BEGINNING OF THIS EASEMENT;

THENCE N 34°16'45" W, A DISTANCE OF 54.51 FEET;

THENCE N 34°13'22" W, A DISTANCE OF 168.88 FEET;

THENCE S 10°48'10" W, A DISTANCE OF 120.00 FEET;

THENCE S 23°07'10" E, A DISTANCE OF 50.41 FEET;

THENCE S 80°57'00" E, A DISTANCE OF 130.00 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 12,253 SQUARE FEET (0.281 ACRES) MORE OR LESS.

LOCATION : NE 1/4 SEC 35-81-25 POLK COUNTY, IOWA

REQUESTOR: MJR DEVELOPMENTS, LLC
PROPRIETOR: TOURNAMENT CLUB OF IOWA, LLC

SURVEYOR : MURRAY B BERTING SURVEY : SHIVE-HATTERY

COMPANY 4125 WESTOWN PARKWAY
RETURN TO : WEST DES MOINES, IOWA 50266

LEGEND:

MONUMENT FOUND AS NOTED

MONUMENT SET YELLOW CAP #13148

SECTION LINE

EXISTING ROW LINE

LOT LINES

EASEMENT AREA

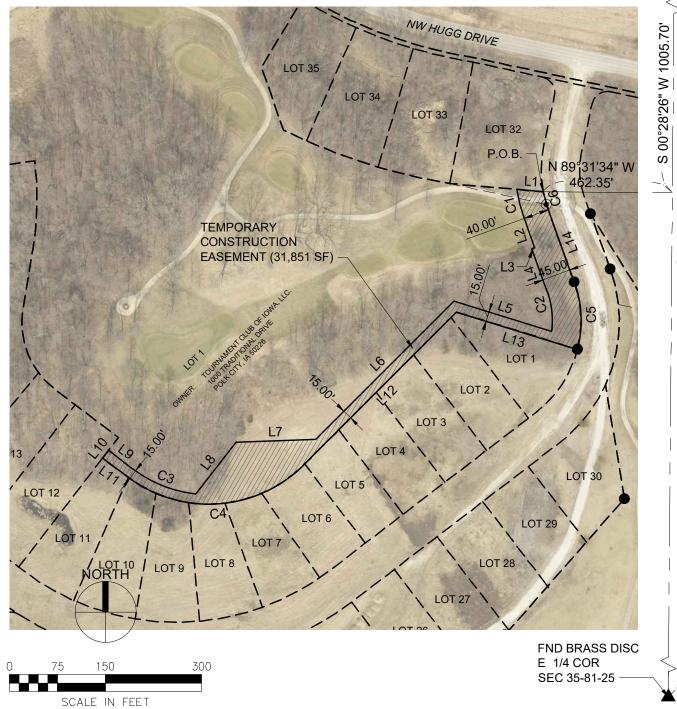
POINT-OF-BEGINNING P.O.B.
POINT-OF-COMMENCEMENT P.O.C.

TEMPORARY CONSTRUCTION EASEMENT (A)

TEMPORARY CONSTRUCTION EASEMENT

FND STUBBY NAIL NE COR SEC 35-81-25 P.O.C.

S 00°28'26" W 2646.97'



SHIVEHATTERY
ARCHITECTURE+ENGINEERING

4125 Westown Pkwy, Suite 100 | West Des Moines, Iowa 50266 515.223.8104 | fax: 515.223.0622 | www.shive-hattery.com Iowa | Illinois | Indiana

	BIC	PROJECT NO.					
					418138-0		
		POLK CITY, IOWA					
	DATE	03/19/2019	SCALE		SHEET NO.		
)	DRAWN	CWH	FIELD BOOK				
	APPROVED	MBB	REVISION		EX A		

LOCATION : NE 1/4 SEC 35-81-25 POLK COUNTY, IOWA

REQUESTOR: MJR DEVELOPMENT, LLC
PROPRIETOR: TOURNAMENT CLUB OF IOWA, LLC

SURVEYOR : MURRAY B BERTING SURVEY : SHIVE-HATTERY

COMPANY 4125 WESTOWN PARKWAY
RETURN TO : WEST DES MOINES, IOWA 50266

LINE TABLE LINE **LENGTH DIRECTION** L1 41.30' N 84°57'18" W L2 50.00' S 19°47'02" E L3 5.00' S 70°12'58" W 71.20' L4 S 19°47'02" E L5 159.77' N 72°47'06" W 305.48' L6 S 44°58'13" W L7 123.83' S 87°55'58" W S 38°16'07" W 102.51' L8 L9 47.64' N 52°36'09" W L10 15.00' S 37°23'51" W L11 47.64' S 52°36'09" E L12 337.19' N 44°58'13" E L13 197.68' S 72°47'06" E 121.20' N 19°47'02" W L14

CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD BRG	CHORD	DELTA
C1	45.35'	220.00'	S 13°52'42" E	45.27	11°48'40"
C2	62.75'	135.00'	S 06°28'10" E	62.19	26°38'00"
C3	106.77'	195.00'	N 68°17'17" W	105.44	31°22'15"
C4	302.11'	210.00'	N 86°11'02" E	276.72	82°25'36"
C5	106.94'	180.00'	N 02°45'56" W	105.38	34°02'27"
C6	27.80'	180.00'	N 15°21'35" W	27.77	8°50'55"

4125 Westown Pkwy, Suite 100 | West Des Moines, Iowa 50266 515.223.8104 | fax: 515.223.0622 | www.shive-hattery.com Iowa | Illinois | Indiana

BIG CREEK VALLEY PLAT 1					
POLK CITY, IOWA					
DATE	03/19/2019	SCALE			
DRAWN	CWH	FIELD BOOK			
APPROVED	MBB	REVISION			

NE 1/4 SEC 35-81-25 LOCATION POLK COUNTY, IOWA

REQUESTOR MJR DEVELOPMENTS, LLC **PROPRIETOR** TOURNAMENT CLUB OF IOWA, LLC

SURVEYOR MURRAY B BERTING SURVEY SHIVE-HATTERY

COMPANY 4125 WESTOWN PARKWAY RETURN TO WEST DES MOINES, IOWA 50266

LEGEND:

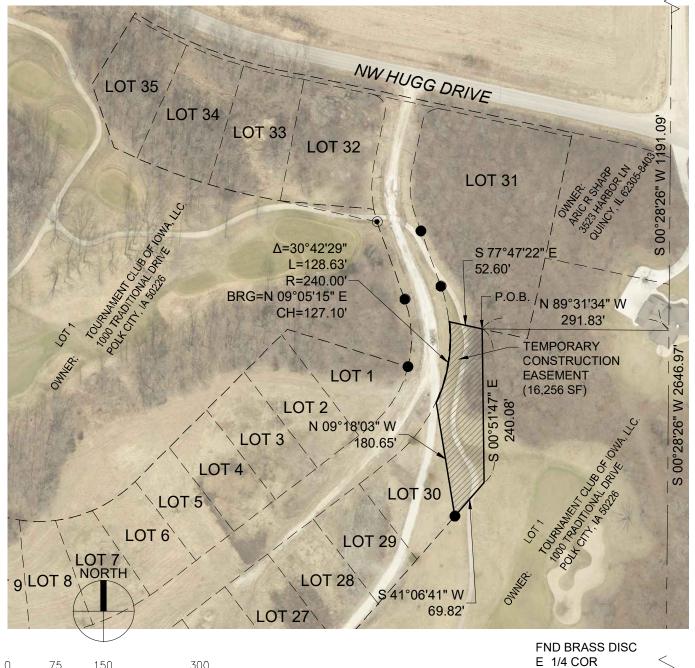
MONUMENT FOUND AS NOTED MONUMENT SET YELLOW CAP #13148 \bigcirc SECTION LINE **EXISTING ROW LINE** LOT LINES EASEMENT AREA

POINT-OF-REGINNING P.O.B. POINT-OF-COMMENCEMENT P.O.C.

TEMPORARY CONSTRUCTION EASEMENT (B)

TEMPORARY CONSTRUCTION EASEMENT

FND STUBBY NAIL **NE COR** SEC 35-81-25 P.O.C.



SCALE IN FEET ARCHITECTURE + ENGINEERING

300

4125 Westown Pkwy, Suite 100 | West Des Moines, Iowa 50266 515.223.8104 | fax: 515.223.0622 | www.shive-hattery.com lowa | Illinois | Indiana

BI	G CREEK VA	LLEY PLAT 1	PROJECT NO.
			418138-0
	POLK CIT	Y, IOWA	
DATE	03/27/2019	SCALE	 SHEET NO.
DRAWN	CWH	FIELD BOOK	
APPROVED	MBB	REVISION	 EX A

SEC 35-81-25

INDEX LEGEND

LOCATION : NE 1/4 SEC 35-81-25 POLK COUNTY, IOWA

REQUESTOR: MJR DEVELOPMENTS, LLC
PROPRIETOR: TOURNAMENT CLUB OF IOWA, LLC

SURVEYOR : MURRAY B BERTING SURVEY : SHIVE-HATTERY

COMPANY 4125 WESTOWN PARKWAY
RETURN TO : WEST DES MOINES, IOWA 50266

LEGEND:

MONUMENT FOUND AS NOTED

MONUMENT SET YELLOW CAP #13148

SECTION LINE

EXISTING ROW LINE

LOT LINES

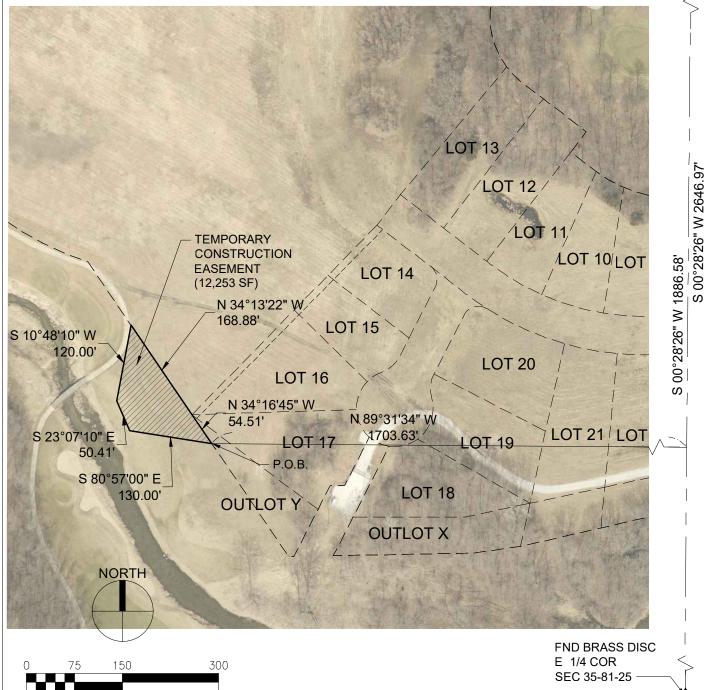
EASEMENT AREA

POINT-OF-BEGINNING P.O.B. POINT-OF-COMMENCEMENT P.O.C.

TEMPORARY CONSTRUCTION EASEMENT (C)

TEMPORARY CONSTRUCTION EASEMENT

FND STUBBY NAIL NE COR SEC 35-81-25 P.O.C.



SCALE IN FEET

SHIVEHATTERY

ARCHITECTURE + ENGINEERING

4125 Westown Pkwy, Suite 100 | West Des Moines, Iowa 50266 515.223.8104 | fax: 515.223.0622 | www.shive-hattery.com Iowa | Illinois | Indiana

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	POLK CIT	Y IOWA		
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DATE	03/19/2019	SCALE		
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APPROVED	MBB	REVISION		

PROJECT NO. 418138-0

SHEET NO.

EX A

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RESOLUTION NO. 2019-39

A RESOLUTION APPROVING THE CONSTRUCTION DRAWINGS FOR PUBLIC IMPROVEMENTS FOR BIG CREEK VALLEY PLAT 1

WHEREAS, Shive-Hattery, on behalf of Jarrod Ruckle and MJR Development, has submitted the Construction Drawings for Public Improvements associated with Big Creek Valley Plat 1, including but not limited to grading, street paving, assessable sidewalk ramps along with associated storm sewers, sanitary sewers, water main and services; and

WHEREAS, City Council approved the Construction Drawings for Sanitary Sewers and Water Main Only by Resolution 2019-31 on April 22, 2019; and

WHEREAS, the portion of said Construction Drawings appear to be in general conformance with Polk City's Subdivision Regulations, SUDAS and the approved Preliminary Plat for Big Creek Valley; and

WHEREAS, it shall be the Developer's responsibility to obtain approval for all necessary permits including the Iowa DNR permits for water main and sanitary sewer construction, and the NPDES Storm Water Discharge permit; and

WHEREAS, the Developer's Engineer remains solely responsible for their design and ensuring it is fully compliant with all applicable code requirements and permits; and

WHEREAS, the Developer's Engineer is also responsible for construction staking and ensuring all locations, grades and slopes are in conformance with said standards; and

WHEREAS, the City Engineer and City Administrator have reviewed said Construction Drawings for Public Improvements and recommended approval of same subject to all off-site easements being recorded by Developer prior to the start of construction.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa hereby accepts the recommendations of the City Engineer and subject to all off-site easements being recorded by Developer prior to the start of construction do hereby approve the Construction Drawings for Public Improvements for Big Creek Valley Plat 1 which shall amend and replace the previously approved Construction Drawings for Sanitary Sewer and Water Main Improvements only associated with Big Creek Valley Plat 1.

PASSED AND APPROVED the 13th day May 2019.

	Jason Morse, Mayor	
ATTEST:		
Jenny Gibbons, City Clerk		



May 8, 2019

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

RE:

BIG CREEK VALLEY PLAT 1

APPROVAL OF CONSTRUCTION DRAWINGS & ACCEPTANCE OF OFF-SITE EASEMENTS

Dear Honorable Mayor and City Council:

On behalf of MJR Developments, LLC, Shive-Hattery has submitted revised construction drawings for the above referenced plat that address all outstanding review comments. These plans will supersede the "Construction Drawings for Public Sanitary Sewer and Water Main Improvements Only" that were approved by City Council on April 22, 2019. The applicant plans to develop 35 single family lots in the first phase of this subdivision. Five of these lots front onto NW Hugg Drive while the remainder front onto Timber Valley Drive and Timber Valley Circle to the south and west. The plans cover the construction of Timber Valley Drive and Timber Valley Circle along with the associated storm sewers, water main and services. The plans also include grading of one wet-bottom detention ponds and mass grading of the entire subdivision.

The revised construction drawings and Storm Water Management Plan appear to be in general conformance to SUDAS and the approved Preliminary Plat. As always, review of the construction drawings and storm water management plan by Snyder & Associates as the City Engineer is for general conformance with Polk City's Subdivision Ordinance and SUDAS only. The developer's engineer remains solely responsible for ensuring their design is fully compliant with all applicable code requirements and permits. The developer's engineer is also responsible for construction staking and ensuring all locations, grades and slopes are in conformance with said standards.

At this time, we recommend approval of the construction drawings for Big Creek Valley Plat 1. We further recommend City Council acceptance of the permanent, off-site easements which have already been signed by TCI golf course. It shall be the developer's responsibility to obtain approval for all necessary permits prior to the start of applicable construction items. These permits include the Iowa DNR permits for water main and sanitary sewer construction and the NPDES Storm Water Discharge permit.

Respectfully submitted,

SNYDER & ASSOCIATES, INC.

Travis D. Thornburgh, E.I.

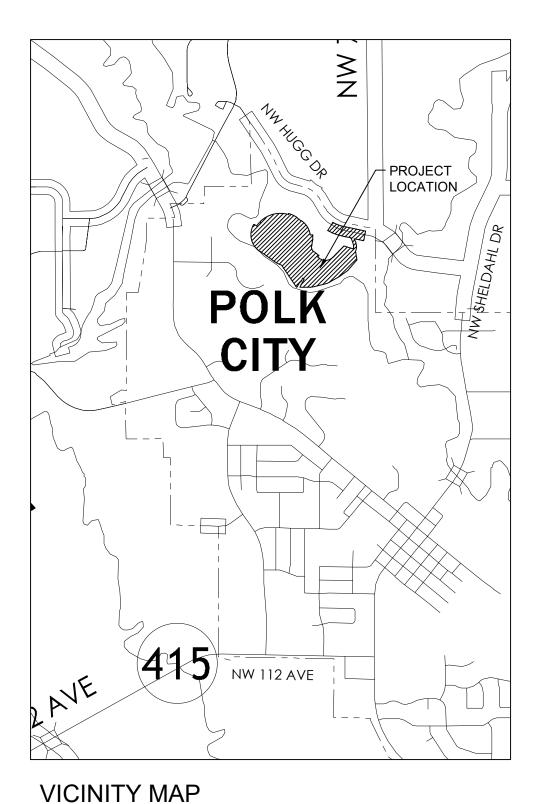
CC: Don Sandor, Interim City Administrator

Mike Schulte, Public Works Director

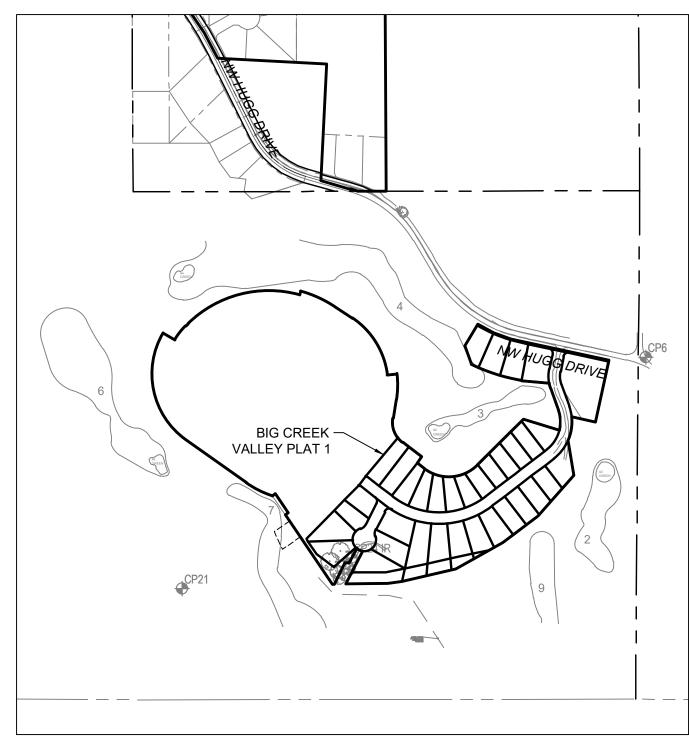
Laura C. Lamberty, P.E., Snyder & Associates

Jarrod Ruckle, MJR Developments, LLC.

Kelsey Scallon, Shive-Hattery Chris Bauer, Shive-Hattery NW HUGG DRIVE, POLK CITY, IOWA



PROJECT MAP



PROPERTY OWNER MJR DEVELOPMENT. LLC ATTN: JARROD RUCKLE

SHIVE-HATTERY, INC. ATTN: CHRIS BAUER 4125 WESTOWN PARKWAY, SUITE 100 9162 NE 94TH AVENUE BONDURANT, IOWA 50035 WEST DES MOINES, IA 50266 PHONE: 515-223-8104

ENGINEER

NORTHING = 650715.088

EASTING = 1578836.409

ELEVATION = 954.453

BENCHMARKS

HORIZONTAL - NAD83, IOWA STATE PLANES, SOUTH ZONE, US FOOT

VERTICAL - NAV88

BIG CREEK VALLEY - $\frac{1}{2}$ " I.R. W/YELLOW CAP #882 LYING 289 FEET NORTHWEST OF THE EAST CORNER OF LOT 43 OF BIG CREEK VALLEY PLAT 1

ELEVATION = 859.89

CONTROL POINTS

CP-6: CP CP-21: CP NORTHING = 651919.562 EASTING = 1581249.308 ELEVATION = 901.964

CP-24: IR NORTHING = 650874.562 EASTING = 1579716.361 **ELEVATION = 860.137**

ALL REQUIRED TEMPORARY CONSTRUCTION EASEMENTS, PERMANENT SANITARY SEWER EASEMENTS, AND PERMANENT WATER MAIN EASEMENTS SHALL BE PROVIDED TO THE CITY PRIOR TO THE CONSTRUCTION OF SAID PUBLIC

I FGFND

DESCRIPTION	PROPOSED
STORM STRUCTURES	
FLARED END SECTION	
STORM SEWER	
STORM SERVICE	
SANITARY MANHOLE	6
SANITARY SEWER	
SANITARY SERVICE	
WATER MAIN	
WATER SERVICE	
WATER VALVE	\bowtie
FIRE HYDRANT ASSEMBLY	$\boldsymbol{\mathcal{D}}$
OVERHEAD ELECTRIC	
PROPERTY LINE	
EASEMENT LINE	
MAJOR CONTOUR	850 —
MINOR CONTOUR	849 —
BASE FLOOD ELEVATION	BFE
MINIMUM OPENING ELEVATION	MOE
	STORM STRUCTURES FLARED END SECTION STORM SEWER STORM SERVICE SANITARY MANHOLE SANITARY SEWER SANITARY SEVICE WATER MAIN WATER SERVICE WATER VALVE FIRE HYDRANT ASSEMBLY OVERHEAD ELECTRIC PROPERTY LINE EASEMENT LINE MAJOR CONTOUR MINOR CONTOUR BASE FLOOD ELEVATION

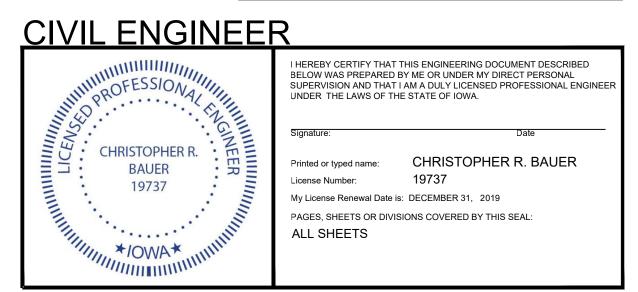
NO.	REVISION	DATE
1	CITY SUBMITTAL #1	03/01/2019
2	CITY SUBMITTAL #2	04/02/2019
3	CITY SUBMITTAL #3	04/12/2019
4	CITY SUBMITTAL #4	04/22/2019
5	CITY SUBMITTAL #5	05/07/2019

Sheet List Table Sheet Number Sheet Title COVER SHEET C000 C001 GENERAL INFORMATION C002 TYPICAL SECTIONS CART PATH COORDINATION C003 C100 OVERALL PLAN C101 ROADWAY PLAN AND PROFILE C102 ROADWAY PLAN AND PROFILE ROADWAY PLAN AND PROFILE C103 ROADWAY PLAN AND PROFILE ROADWAY PLAN AND PROFILE JOINTING PLAN JOINTING PLAN JOINTING PLAN C123 C124 JOINTING PLAN GRADING PLAN C202 GRADING PLAN C203 GRADING PLAN C204 GRADING PLAN EROSION CONTROL PLAN SANITARY SEWER PLAN & PROFILE SANITARY SEWER PLAN & PROFILE C303 SANITARY SEWER PLAN & PROFILE SANITARY SEWER PLAN & PROFILE SANITARY SEWER PLAN & PROFILE C305 SANITARY SEWER PLAN & PROFILE

Sheet List Table		
Sheet Number	Sheet Title	
C307	STORM SEWER PLAN & PROFILE	
C308	STORM SEWER PLAN & PROFILE	
C309	STORM SEWER PLAN & PROFILE	
C310	STORM SEWER PLAN & PROFILE	
C311	STORM SEWER PLAN & PROFILE	
C312	STORM SEWER PLAN & PROFILE	
C313	STORM SEWER PLAN & PROFILE	
C314	STORM SEWER PLAN & PROFILE	
C315	STORM SEWER PLAN & PROFILE	
C316	STORM SEWER PLAN & PROFILE	
C317	WATER MAIN PLAN & PROFILE	
C318	WATER MAIN PLAN & PROFILE	
C319	WATER MAIN PLAN & PROFILE	
C320	WATER MAIN PLAN & PROFILE	
C321	WATER MAIN PLAN & PROFILE	
C322	WATER MAIN PLAN & PROFILE	
C323	WATER MAIN PLAN & PROFILE	
C501	CONSTRUCTION DETAILS	
C502	CONSTRUCTION DETAILS	



CITY APPROVAL



05/08/2019

4. ALL INTAKES SHALL BE POURED-IN-PLACE CONCRETE OR PRECAST CONCRETE

5. 12" AND LARGER STORM SEWERS SHALL BE RCP. WRAP PIPE JOINTS WITH ENGINEERING FABRIC.

6. 8-INCH FOOTING DRAINS TO BE PVC, SDR 35.

7. FOOTING DRAIN SERVICES TO BE 4-INCH PVC, SDR 35. EXTEND SERVICES 10' INSIDE LOT UNLESS OTHERWISE NOTED.

8. ALL INTAKES SHALL BE LOCATED A MINIMUM OF 7.5 FEET FROM END OF RETURNS.

9. CORE DRILL ALL CONNECTIONS TO EXISTING STRUCTURES.

10. THE CONTRACTOR SHALL PROVIDE A MINIMUM OF 3'-6" COVER ON ALL STORM SEWER, INCLUDING SUMP SERVICES.

11. INSTALL CONTINUOUS PERFORATED SUBDRAIN IN LOCATIONS SHOWN ON ALL PLANS.

12. ALL SUBDRAIN, 6-INCHES OR SMALLER, SHALL HAVE CRITTER GUARDS.

13. ALL CLEAN-OUTS SHALL BE SET IN A 12" X 12" CONCRETE PAD.

14. FLARED END SECTIONS AND LAST 3 PIPE SECTIONS MUST BE TIED. ALL FLARED END SECTIONS SHALL HAVE 48-INCH FOOTINGS AND APRON GUARD.

15. THE CONTRACTOR SHALL TELEVISE EVERY STORM SEWER LINE AND PROVIDE A COPY OF THE VIDEO IN DIGITAL FORMAT TO SNYDER & ASSOCIATES. USING A 500 GALLON TANK AND GARDEN HOSE, THE CONTRACTOR SHALL GRAVITY FLOW WATER DOWN THE PIPE JUST PRIOR TO TELEVISING SO DIPS AND SAGS CAN BE IDENTIFIED. THE CITY SHALL NOTIFY THE CONTRACTOR OF ANY NECESSARY REPAIRS AND/OR CLEANING REQUIRED PRIOR TO COMMENCING PAVING. THE SEGMENTS SHALL THEN BE RE-TELEVISED TO DEMONSTRATE PIPES ARE CLEAN. REPAIRS, IF NECESSARY, AND RE-TELEVISING SHALL BE AT THE CONTRACTORS EXPENSE.

16. ALL RCP STORM SEWER SHALL BE CLASS 3 (2000D) WITH R-2 BEDDING.

17. ALL LOTS WILL HAVE SUMP CONNECTIONS TO STORM SEWER MAIN AS SHOWN IN PLAN VIEW

13. THE CONTRACTOR SHALL TELEVISE EVERY SANITARY SEWER LINE AND PROVIDE A COPY OF THE VIDEO FILE IN DIGITAL FORMAT TO SNYDER & ASSOCIATES. USING A 500 GALLON TANK AND GARDEN HOSE. THE CONTRACTOR SHALL GRAVITY FLOW WATER DOWN THE PIPE JUST PRIOR TO TELEVISING SO DIPS AND SAGS CAN BE IDENTIFIED. THE CITY SHALL NOTIFY THE CONTRACTOR OF ANY NECESSARY REPAIRS AND/OR CLEANING REQUIRED PRIOR TO COMMENCING PAVING. THE SEGMENTS SHALL THEN BE RE-TELEVISED TO DEMONSTRATE PIPES ARE CLEAN. REPAIRS, IF NECESSARY, AND RE-TELEVISING SHALL BE AT THE

14. CONTRACTOR SHALL SWEEP ALL JOINTS TO REMOVE ROCKS AND DEBRIS FROM THE ENDS OF PIPE PRIOR TO MAKING THE JOINT CONNECTION. REPAIRS, IF NECESSARY, DUE TO ROCKS AND/OR DEBRIS IN JOINT(S) SHALL BE AT THE CONTRACTOR'S EXPENSE.

15. SAGS IN PIPE SHALL NOT EXCEED TOLERANCES AS SPECIFIED BY SUDAS. REPAIRS, IF NECESSARY, AND RE-TELEVISING SHALL BE AT THE CONTRACTOR'S EXPENSE.

16. THE CONTRACTOR SHALL INSTALL ½" X 12" REBAR 6" BELOW FINISHED GROUND TO LOCATE SERVICES. A TEMPORARY STEEL POST SHALL BE PLACED AT EACH LOCATION FOR AS-BUILTS.

17. THE CONTRACTOR IS RESPONSIBLE FOR RETESTING EXISTING SANITARY SEWER TO THE CLOSEST DOWNSTREAM STRUCTURE FOR ALL LINES THAT HAVE ADDED SERVICES.

1. PIPE MATERIALS SHALL BE AWWA C900, CLASS 150 PVC.

2. INSTALL NO. 10 THIN STANDARD COPPER TRACER WIRE UNDER PIPE, BRING TRACER WIRE TO SURFACE AT HYDRANTS, TERMINATING IN RECEPTACLE BOX.

STANDARD DETAILS

TRENCH BEDDING AND BACKFILL ZONES

FLEXIBLE GRAVITY PIPE TRENCH BEDDING

RIGID GRAVITY PIPE TRENCH BEDDING

CIRCULAR SANITARY SEWER MANHOLE

CIRCULAR STORM SEWER MANHOLE

SINGLE GRATE INTAKE WITH MANHOLE

CASTINGS FOR SANITARY SEWER MANHOLES

RIP RAP FOR PIPE OUTLET ONTO FLAT GROUND

CASTINGS FOR STORM SEWER MANHOLES

PCC CUL-DE-SAC JOINTING LOCATIONS

CIRCULAR SINGLE GRATE INTAKE

CASTINGS FOR GRATE INTAKES

CASTINGS FOR AREA INTAKES

PRESSURE PIPE TRENCH BEDDING

CIRCULAR CONCRETE APRONS

CONCRETE PIPE APRON GUARD

FIRE HYDRANT ASSEMBLY

DOUBLE GRATE INTAKE

CIRCULAR AREA INTAKE

SILT FENCE

THRUST BLOCKS

TRACER SYSTEM

TITLE

3. CONNECT NEW TRACER TO EXISTING USING APPROVED SPLICE KIT AND PROVIDE A GROUND ROD AT END OF TRACER WIRE FOR LOCATION AND EXTENSION IN FUTURE. THE CITY WILL TEST THE TRACER WIRE PRIOR TO ACCEPTANCE OF PLAT AND REPAIRS, IF ANY, SHALL BE AT THE

4. HYDRANTS SHALL BE SET 3.5 FEET FROM THE WATER MAIN.

5. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL VERIFY THAT FIRE HYDRANTS WILL NOT CONFLICT WITH SIDEWALK CONSTRUCTION.

6. HYDRANTS, MANHOLE COVERS AND VALVE BOXES SHALL BE SET TO CONFORM TO FINISHED

7. HYDRANTS TO BE WATROUS PRODUCTS, OPEN LEFT, PAINTED YELLOW.

10. RISER RODS ARE REQUIRED AT ALL CURB STOPS.

11. STOP BOXES FOR 1" THROUGH 2" WATER SERVICE LINES SHALL INCLUDE A STAINLESS STEEL SELF-CENTERING ROD WITH STAINLESS STEEL COTTER PIN WITHIN A STOP BOX HOUSING. ALL STOP BOX INSTALLATIONS SHALL BE COMPLETED IN SUCH A MANNER THAT THE LID IS ALLOWED TO RAISE WITH THE FROST AND LOWER IF DRIVEN OVER WITHOUT DAMAGE TO CURB VALVE. FINISH GRADE OF THE LID SHALL BE LEVEL WITH THE SURROUNDING SURFACE AND DOES NOT

12. WATER MAIN TO HAVE 5 ½ FEET BURY, TYPICAL EXCEPT AT CRITICAL CROSSINGS.

13. ALL VALVES SHALL HAVE A VALVE BOX ADAPTER INSTALLED TO MAINTAIN ALIGNMENT.

14. THE CONTRACTOR SHALL REMOVE CHAINS ON ALL HYDRANTS.

15. THE CONTRACTOR SHALL WORK WITH THE CITY OF POLK CITY WATER DEPARTMENT AND SNYDER & ASSOCIATES WHEN OPERATING EXISTING VALVES. WATER SHALL NOT BE TURNED ON WITHOUT PRIOR APPROVAL OF THE CITY OF POLK CITY.

16. WATER CANNOT BE USED BY THE CONTRACTOR UNLESS IT IS PART OF THE PURIFICATION PROCESS OF THE NEW MAIN. WATER NEEDED FOR ANY REASON AFTER BACTERIA TESTING HAS BEEN COMPLETED AND PASSED WILL NEED PRIOR APPROVAL FROM THE CITY OF POLK CITY.

17. PROVIDE 2" BLOW-OFF AT THE TERMINAL END OF THE 8" WATER LINE UNLESS HYDRANT HAS BEEN PROVIDED.

18. WATER MAIN SHALL BE PRESSURE TESTED AND CHLORINATED WITH SNYDER & ASSOCIATED PRESENT. RESULTS OF THE TEST SHALL BE PROVIDED TO PUBLIC WORKS. IF ANY TESTS DO NOT PASS, THE CONTRACTOR SHALL REIMBURSE THE CITY FOR THE COST OF THE WATER ASSOCIATED WITH RE-TESTING.

19. THE CONTRACTOR SHALL INSTALL ½" X 12" REBAR 6" BELOW FINISHED GROUND TO LOCATE SERVICES. A TEMPORARY STEEL POST SHALL BE PLACED AT EACH LOCATION FOR AS-BUILTS.

20. WATER SERVICES SHALL BE BORED UNDER NW HUGG DRIVE.

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12. ALL SLOPES WITHIN PUBLIC EASEMENTS. RIGHT-OF-WAY, PARKS, OR LAND TO BE

13. ALL SLOPES ON PRIVATE PROPERTY SHALL BE 4:1 MAXIMUM, UNLESS THE SPECIFIC

15. ALL SWALES WITHIN DRAINAGE OR SURFACE WATER FLOWAGE EASEMENTS SHALL BE

SLOPE, A 6" SUBDRAIN WILL BE REQUIRED. THE SUBDRAIN SHALL HAVE CLEAN-OUTS

16. HYDRANTS, MANHOLE COVERS, AND VALVE BOXES SHALL BE SET TO CONFORM TO

17. EXISTING TREES SHALL BE SAVED TO THE EXTENT POSSIBLE TO ACCOMMODATE

18. EXISTING TREES SHALL BE REMOVED FROM EXISTING AND PROPOSED PUBLIC

19. CONTRACTOR SHALL OBTAIN A GRADING PERMIT PRIOR TO COMMENCING

THE AS-BUILT CONDITION OF ANY SWALE HAS LESS THAN 2% MINIMUM

GRADED TO A 2% MINIMUM SLOPE, MEASURED ALONG THE FLOWLINE OF SAID SWALE. IF

LOCATED NEAR PROPERTY LINES WHERE POSSIBLE, BUT IN NO CASE HAVING A SPACING

RIGHT-OF-WAY UNLESS THE PUBLIC WORKS DIRECTOR PROVIDES SPECIFIC APPROVAL TO

PUBLICLY OWNED SHALL BE GRADED TO A 4:1 MAXIMUM SLOPE.

14. ALL EXISTING ROADSIDE DITCHES SHALL BE GRADED TO DRAIN.

LOCATION(S) HAVE BEEN LABELED AS 3:1 MAXIMUM.

BENEATH ALL PAVEMENTS.

GREATER THAN 200 FEET.

CONSTRUCTION.

FINISHED PAVEMENT ELEVATIONS.

GRADING, UTILITY AND STREET CONSTRUCTION.

MAINTAIN CERTAIN TREES WITHIN SAID RIGHT-OF-WAY.

CONTRACTOR'S EXPENSE.

ESTIMATED PROJECT QUANTITIES TOTAL ITEM UNIT 8452 SUBGRADE PREPARATION SY STORM SEWER, TRENCHED, RCP, 12 IN. LF 155 STORM SEWER, TRENCHED, RCP, 15 IN. LF 1195 STORM SEWER, TRENCHED, RCP, 18 IN. LF 345 STORM SEWER, TRENCHED, RCP, 24 IN. LF 161 STORM SEWER, TRENCHED, RCP, 36 IN. 171 LF STORM SEWER, TRENCHED, RCP, 42 IN. LF 460 STORM SEWER, TRENCHED, PVC, 8 IN. LF 760 PIPE APRON, RCP, 15 IN. EA 4 PIPE APRON, RCP, 18 IN. EA 1 PIPE APRON, RCP, 24 IN. EA 1 PIPE APRON, RCP, 36 IN. EA 1 PIPE APRON, RCP, 42 IN. 3 EA FOOTING FOR CONCRETE PIPE APRON EA 10 PIPE APRON GUARD EA 10 SUBDRAIN, LONGITUDINAL, 6 IN. LF 2888 FOOTING DRAIN COLLECTOR, 4 IN. LF 1609 SUBDRAIN CLEANOUT, TYPE A-2 EA 10 SUBDRAIN OUTLETS AND CONNECTIONS EA 22 FOOTING DRAIN CONNECTIONS, INSERT-A-TEE EA 35 MANHOLE, SW-401, 48 IN. EA 8 MANHOLE, SW-402, 72 IN. EA 1 MANHOLE, SW-502, 60 IN. EA 2 INTAKE, SW-501 EA 3 INTAKE, SW-503 EA 3 INTAKE, SW-505 EA 5 INTAKE, SW-506 EA 2 REINFORCED PAVEMENT, PCC, 6 IN. SY 7496 REINFORCED PAVEMENT, PCC, 6 IN. SY 153 SIDEWALK, PCC, 5 IN. SY 565 DETECTABLE WARNINGS SF 6 RIP RAP, CLASS 'D' TON 25 CONNECTION TO EXISTING MANHOLE EΑ 1 SANITARY SEWER, GRAVITY MAIN, TRENCHED, 8 IN. LF 464 SANITARY SEWER, GRAVITY MAIN, TRENCHED, 10 IN. LF 1576 SANITARY SEWER MANHOLE, SW-301, 48" EA 12 SANITARY SEWER SERVICE STUB, PVC, 4 IN. LF 1556 SANITARY SEWER SERVICE WYE, PVC EA 28 WATER MAIN, TRENCHED, PVC, 8 IN. 105 LF WATER MAIN TRENCHED, PVC, 12 IN. LF 300 WATER MAIN FITTINGS, PVC EA 4

EA

EA

3

6

FIRE HYDRANT ASSEMBLY

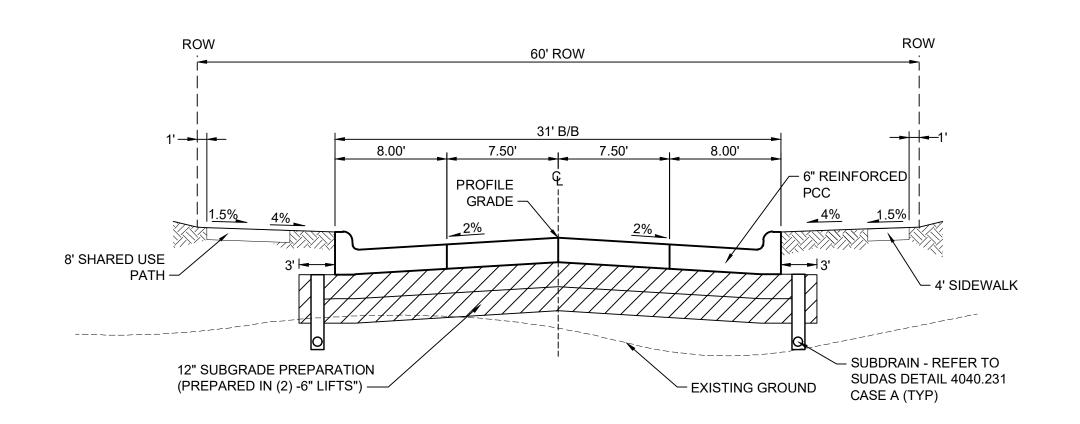
FIRE HYDRANT ADJUSTMENT

WATER MAIN SERVICE STU, COPPER, 1IN.

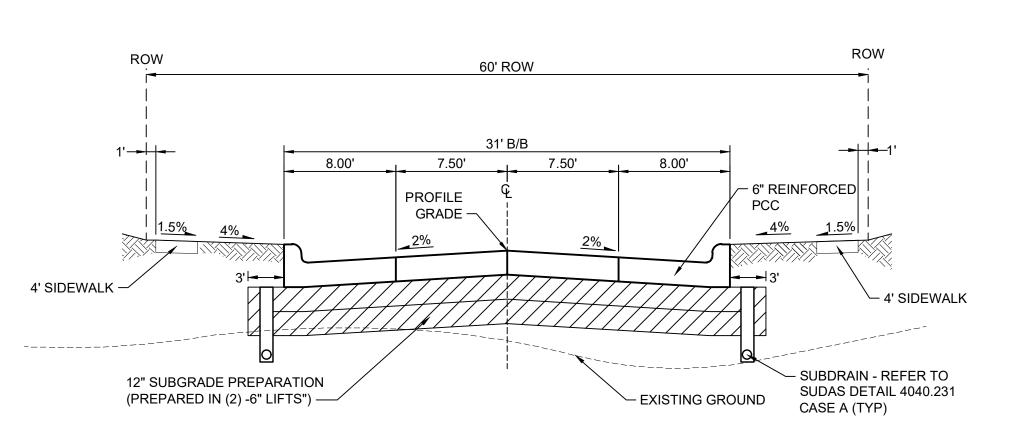
60' ROW 6.50' 6.50' 6.50' 6.50' - 6" REINFORCED **PROFILE** PCC GRADE -1.5% 4% 4' SIDEWALK ─ 4' SIDEWALK 12" SUBGRADE PREPARATION (PREPARED IN (2) -6" LIFTS") -- EXISTING GROUND - SUBDRAIN - REFER TO SUDAS DETAIL 4040.231 CASE A

TYPICAL ROADWAY SECTION - TIMBER VALLEY CIRCLE NOT TO SCALE

D



TYPICAL ROADWAY SECTION - TIMBER VALLEY DRIVE (STA: 125+00 TO 127+83.82) 2 TYPICAL F



TYPICAL ROADWAY SECTION - TIMBER VALLEY DRIVE (STA: 111+95 TO 125+00)

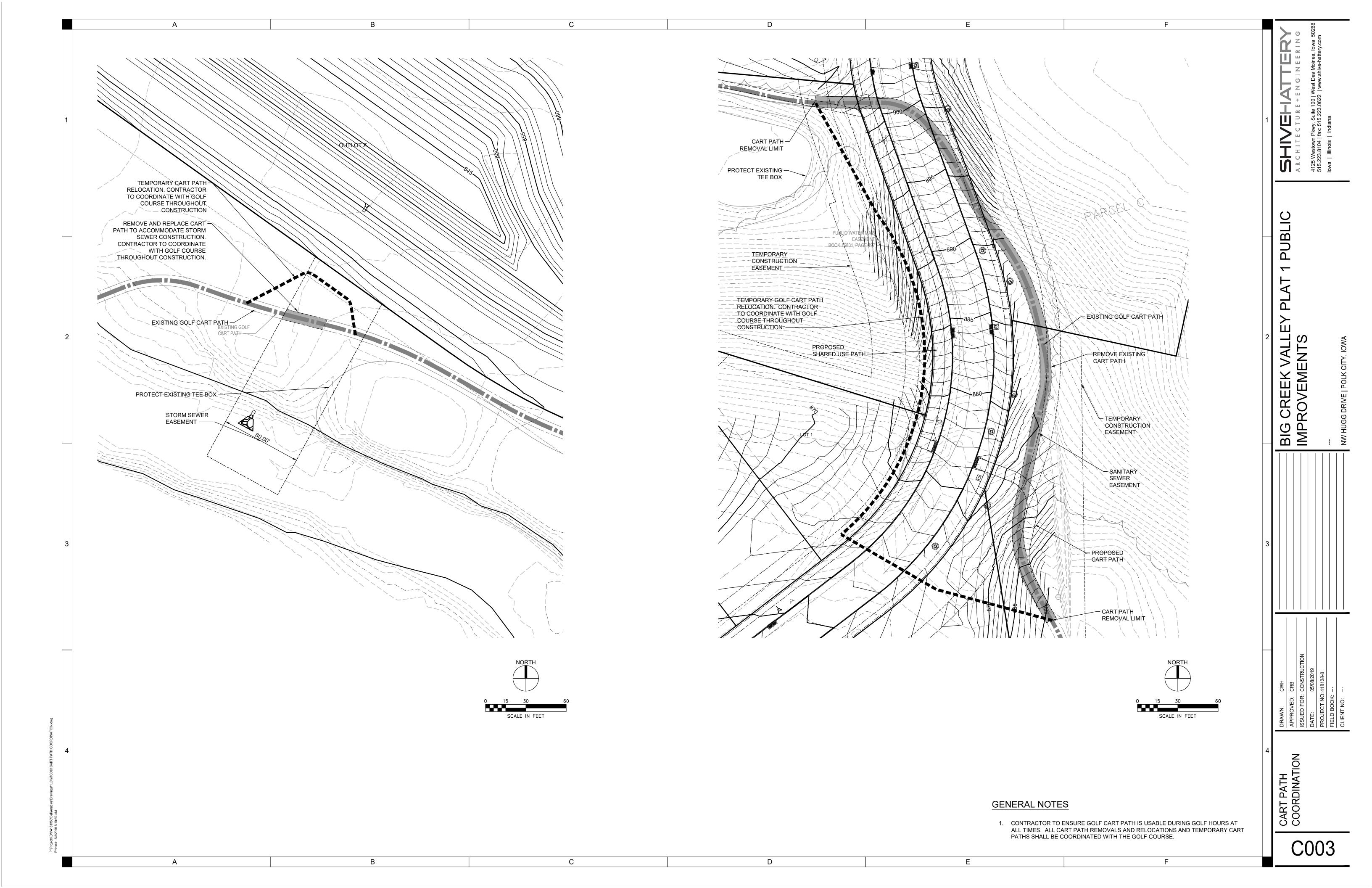
(STA: 127+83.82 TO 129+56.36)

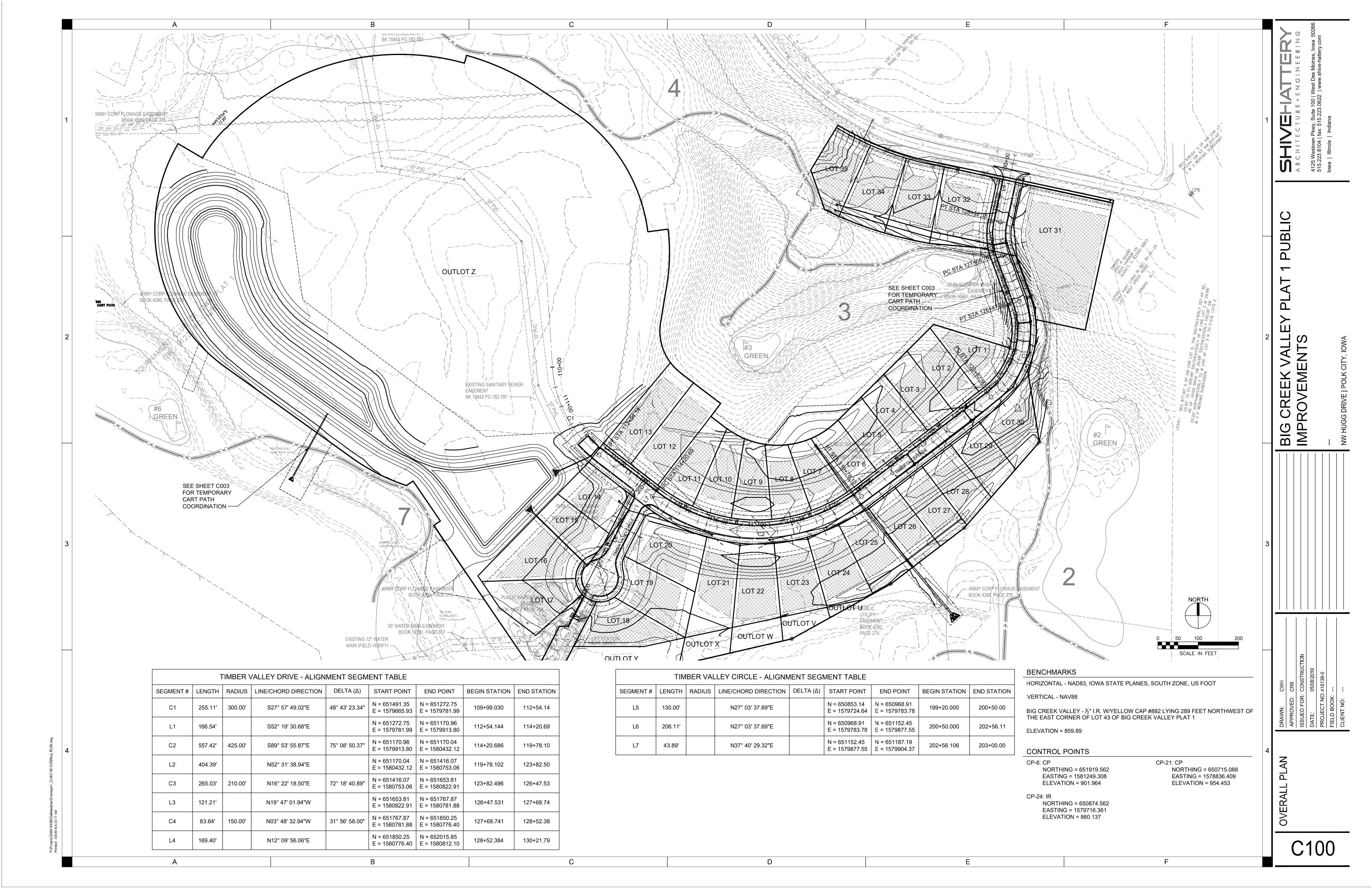
SECTIONS

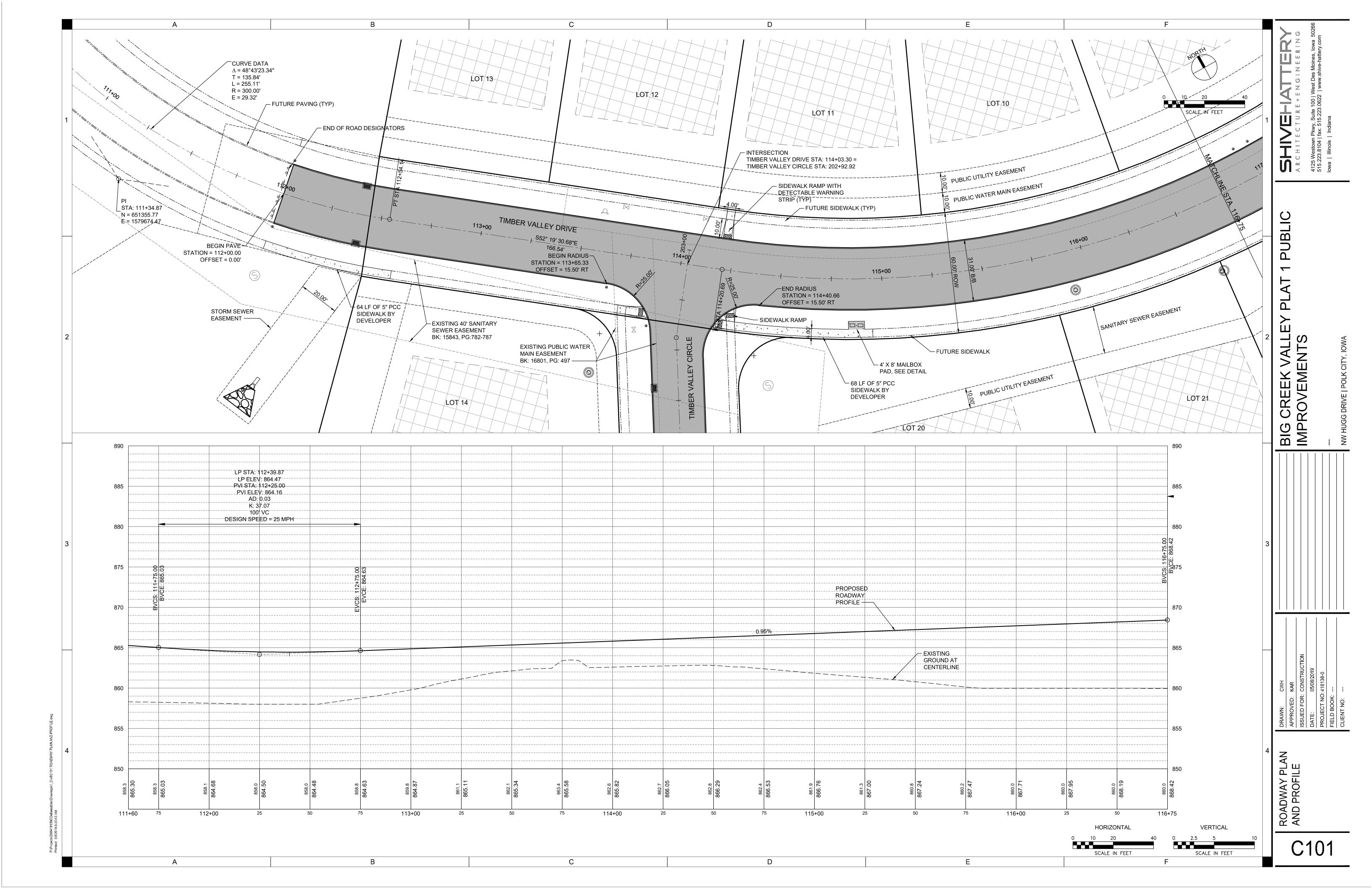
TYPICAL

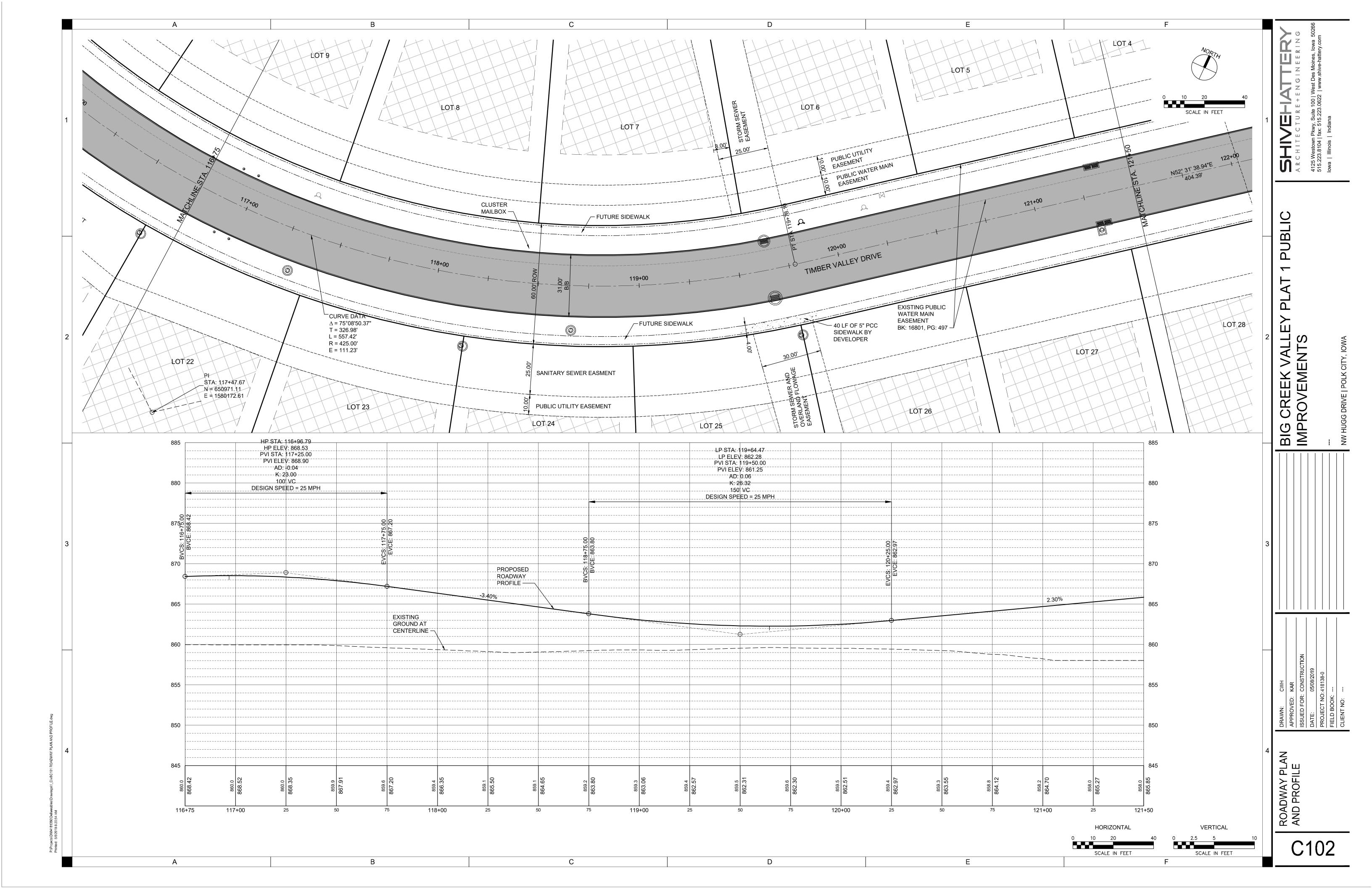
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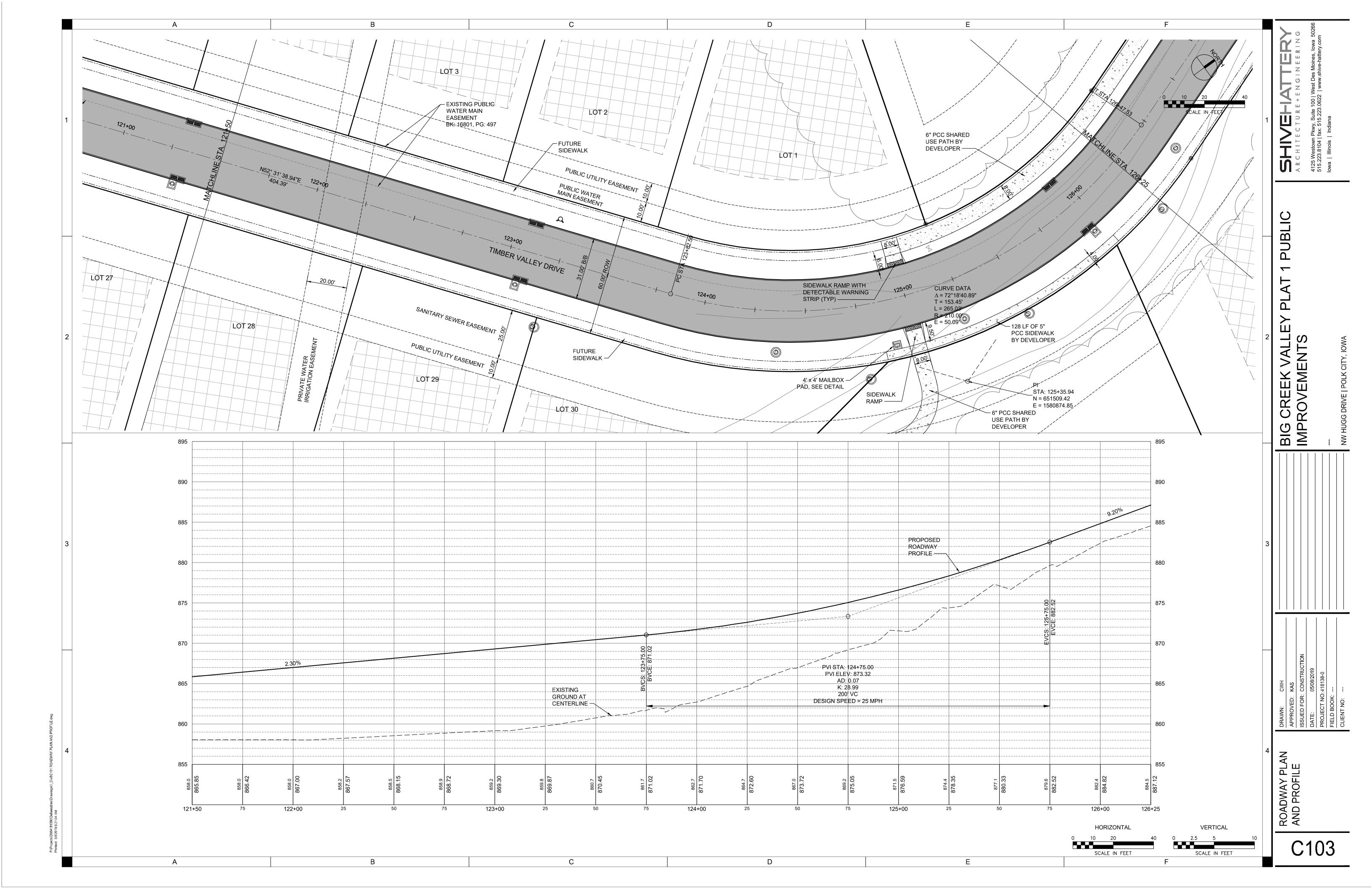
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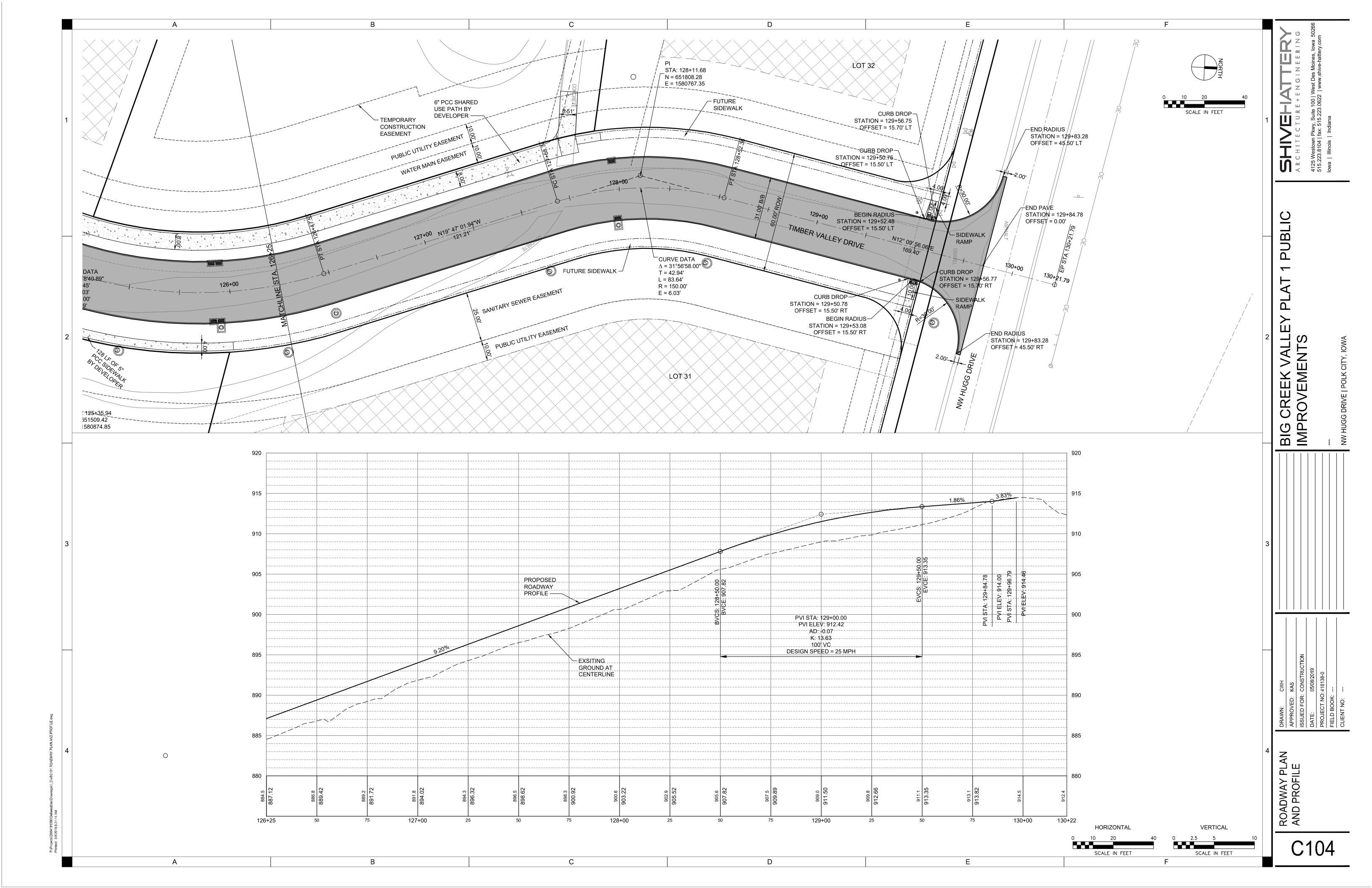


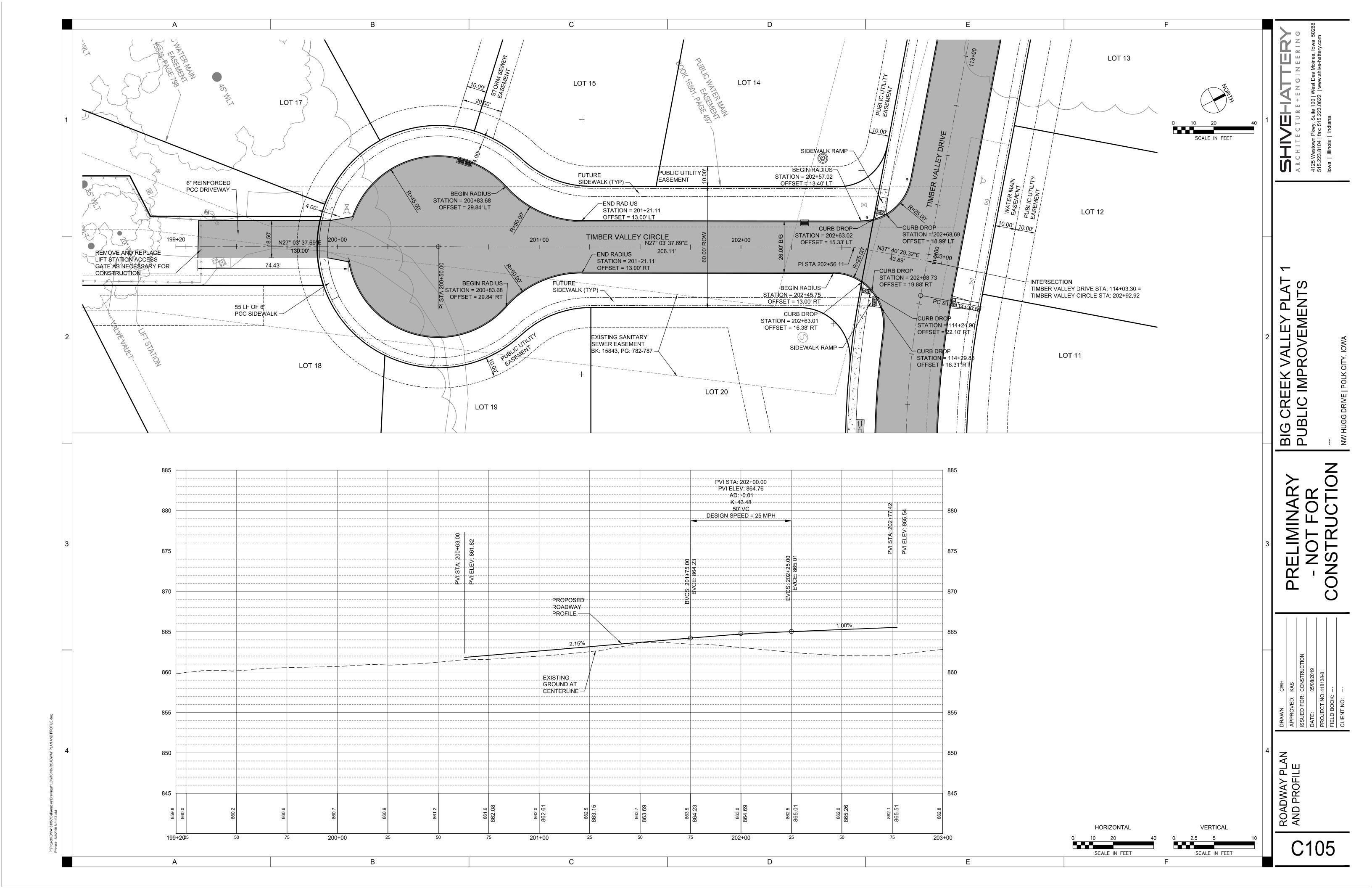


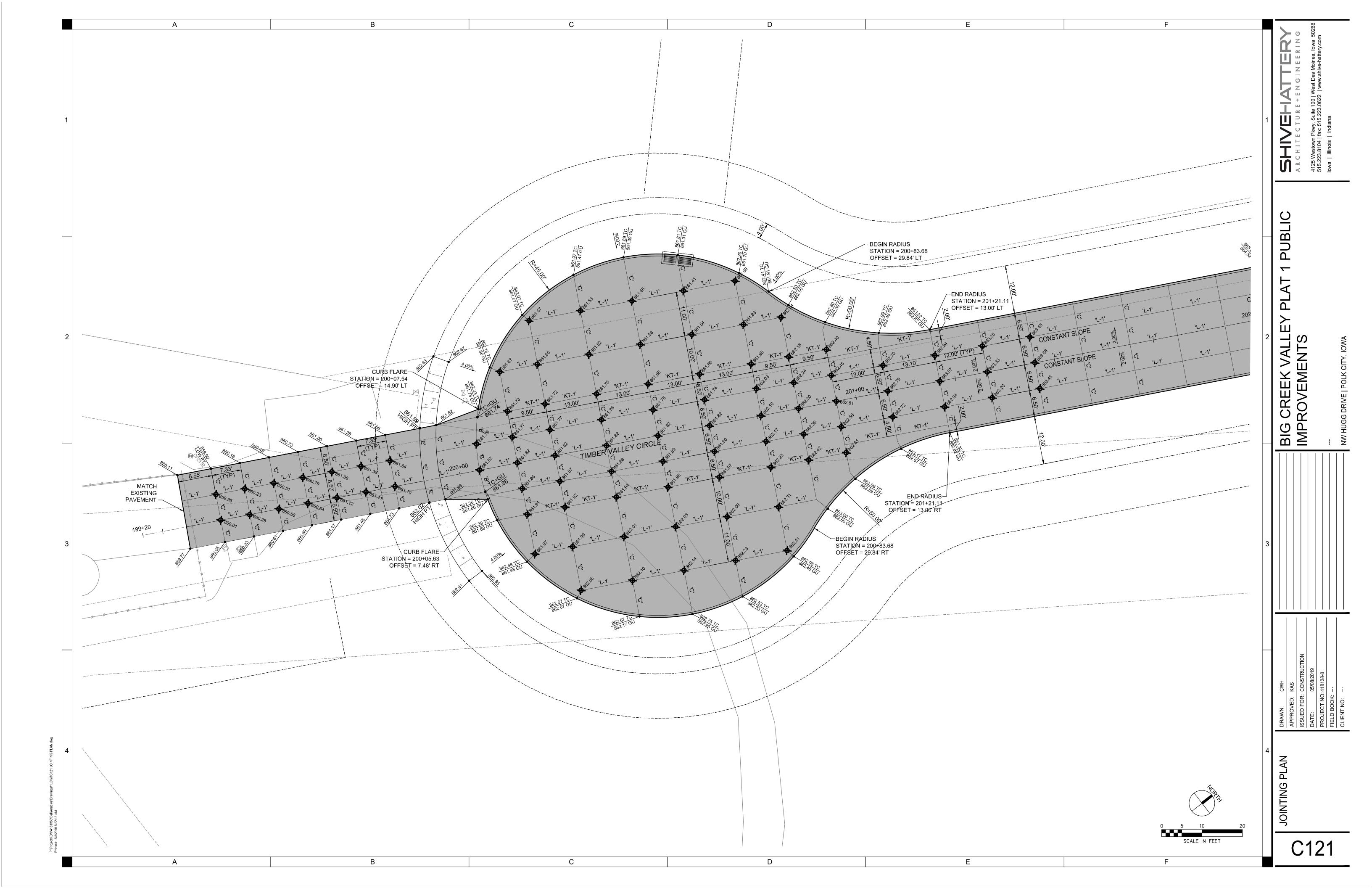


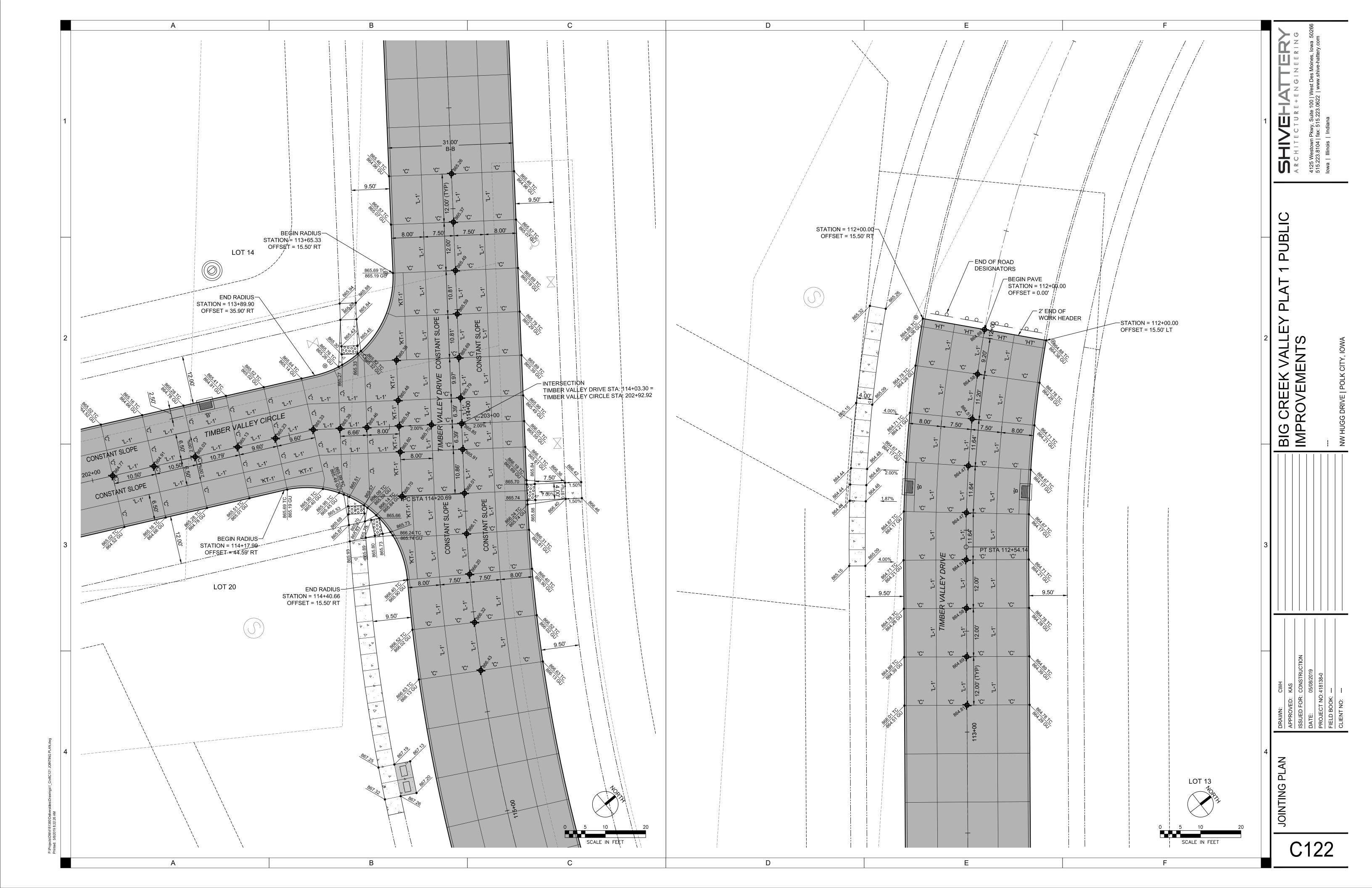


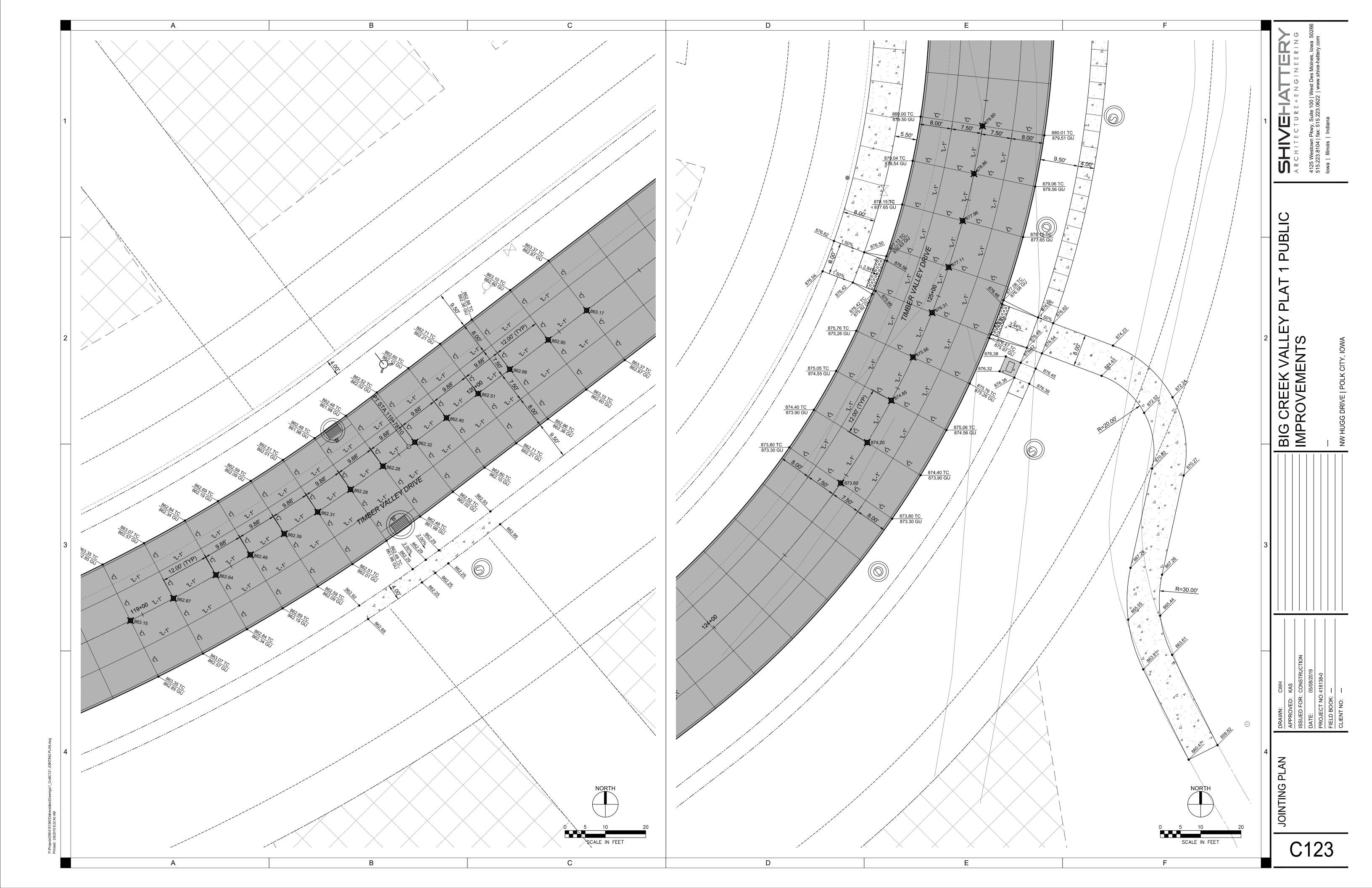


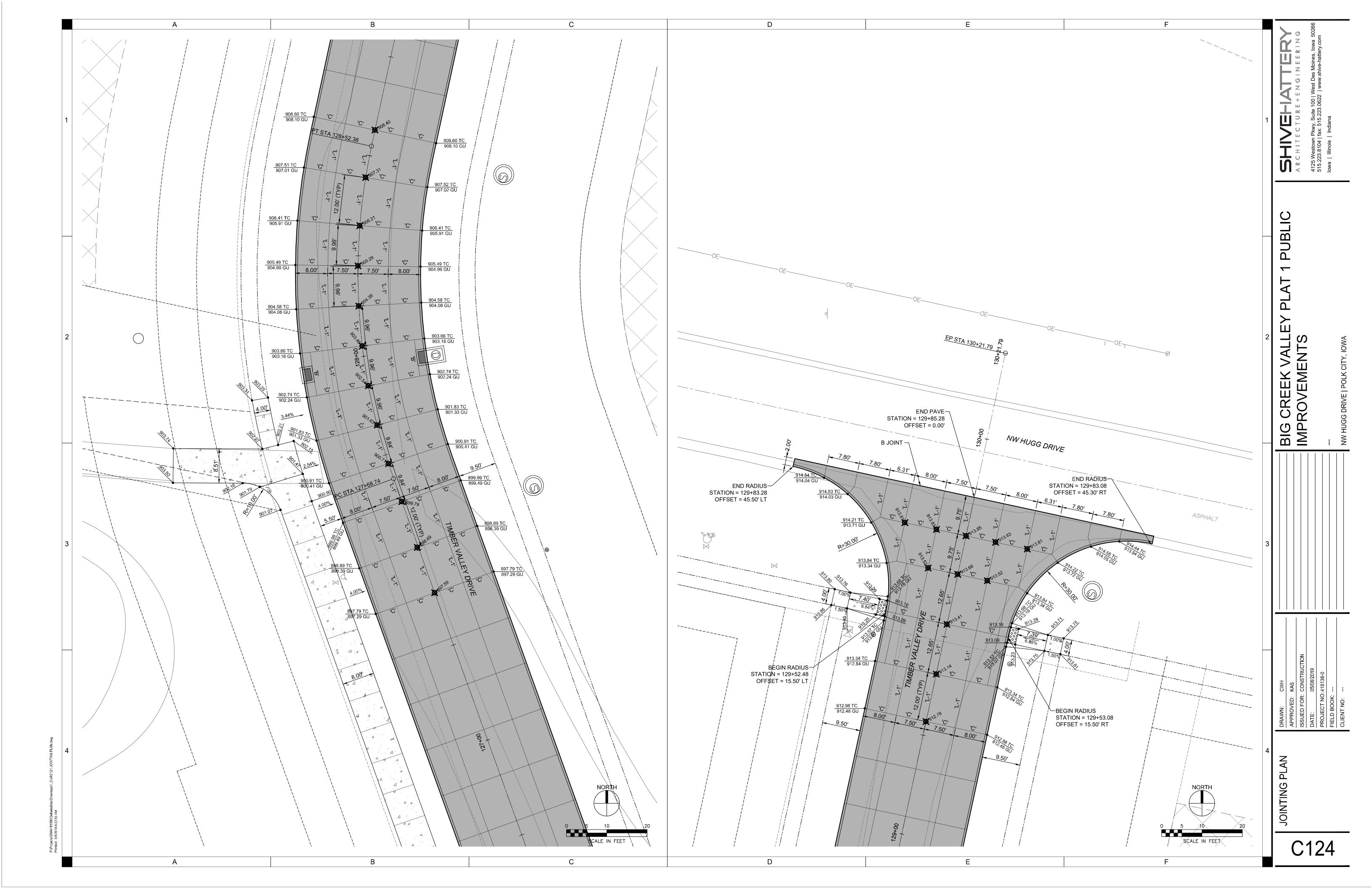


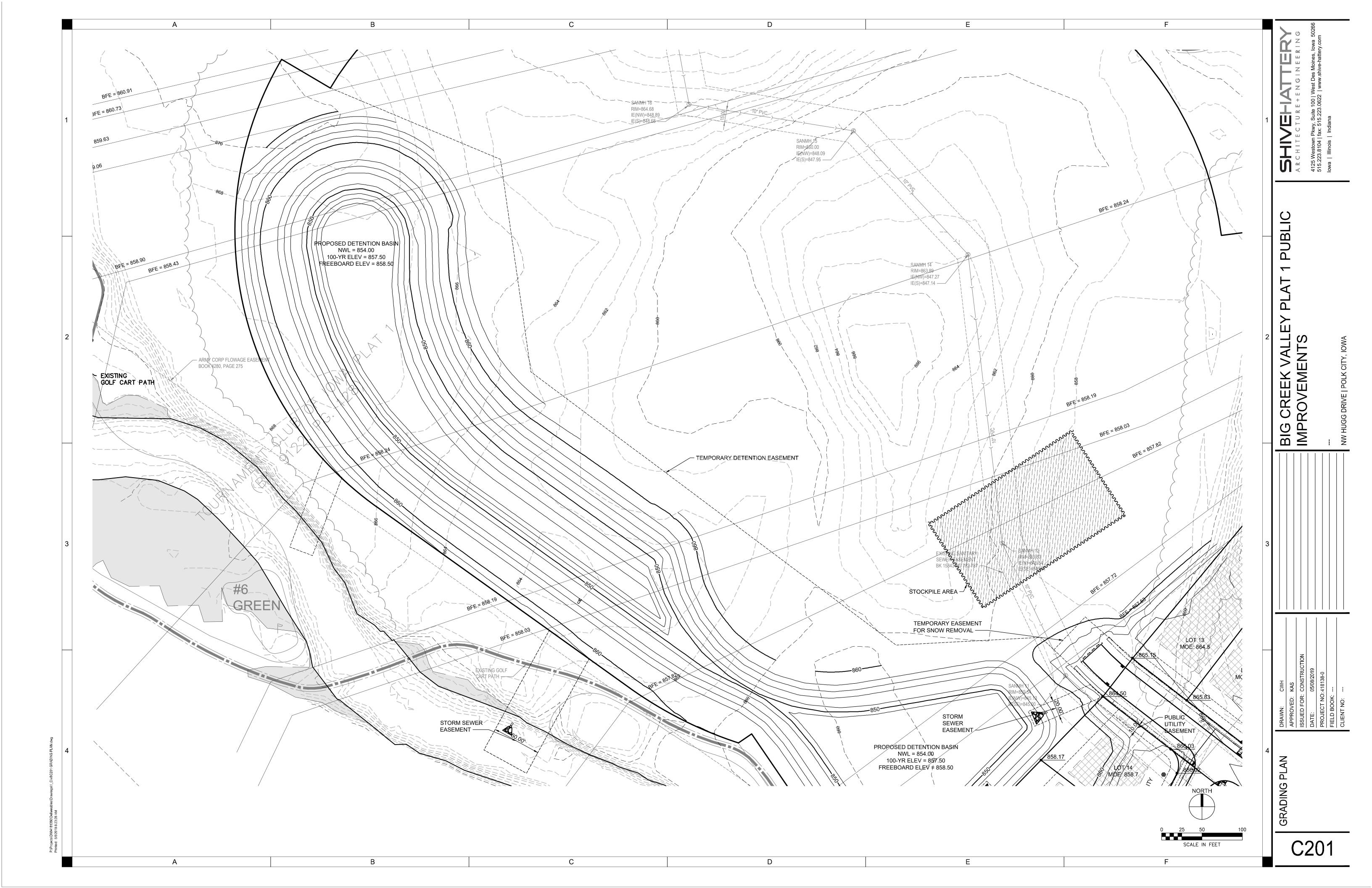


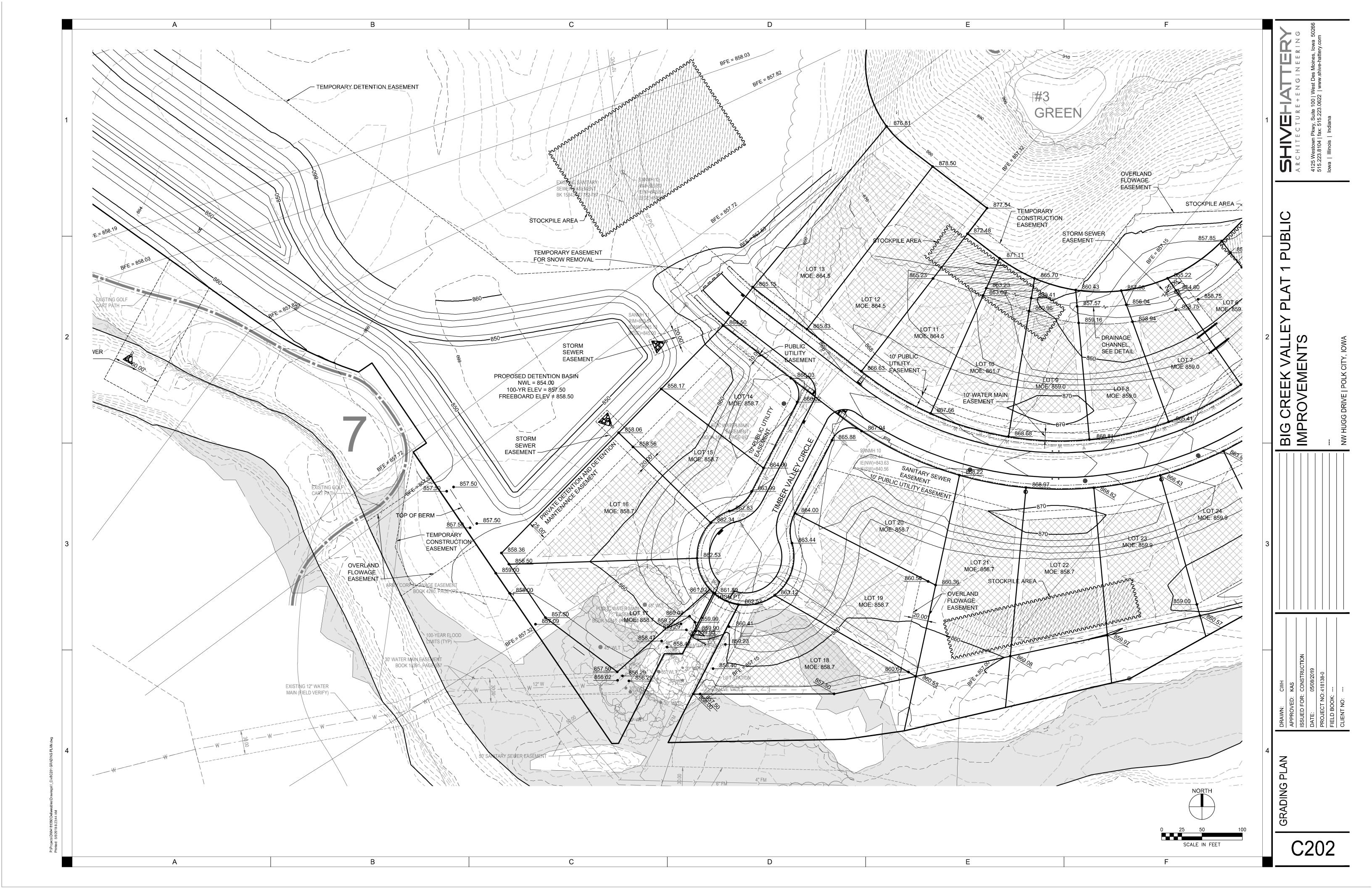


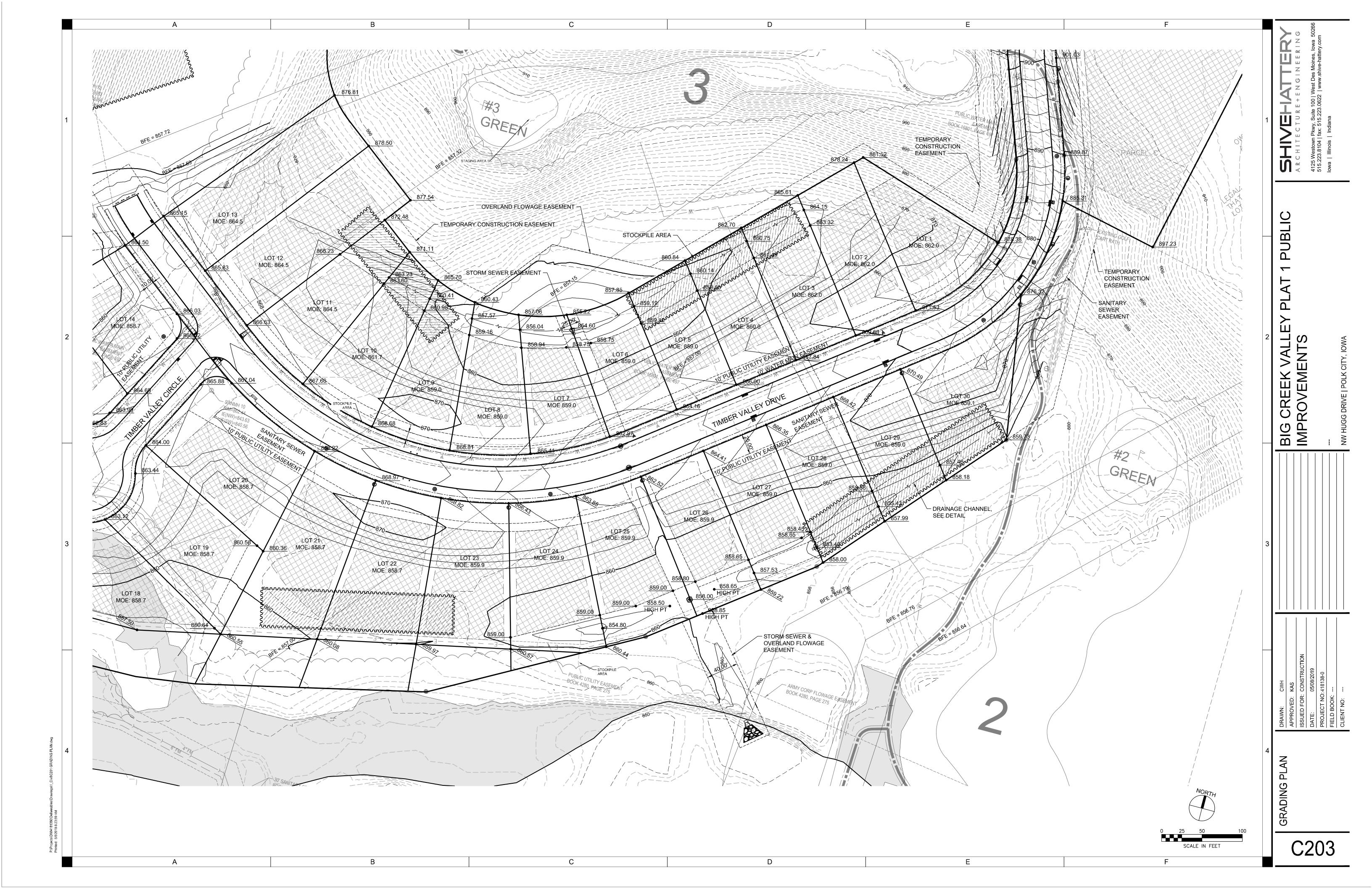




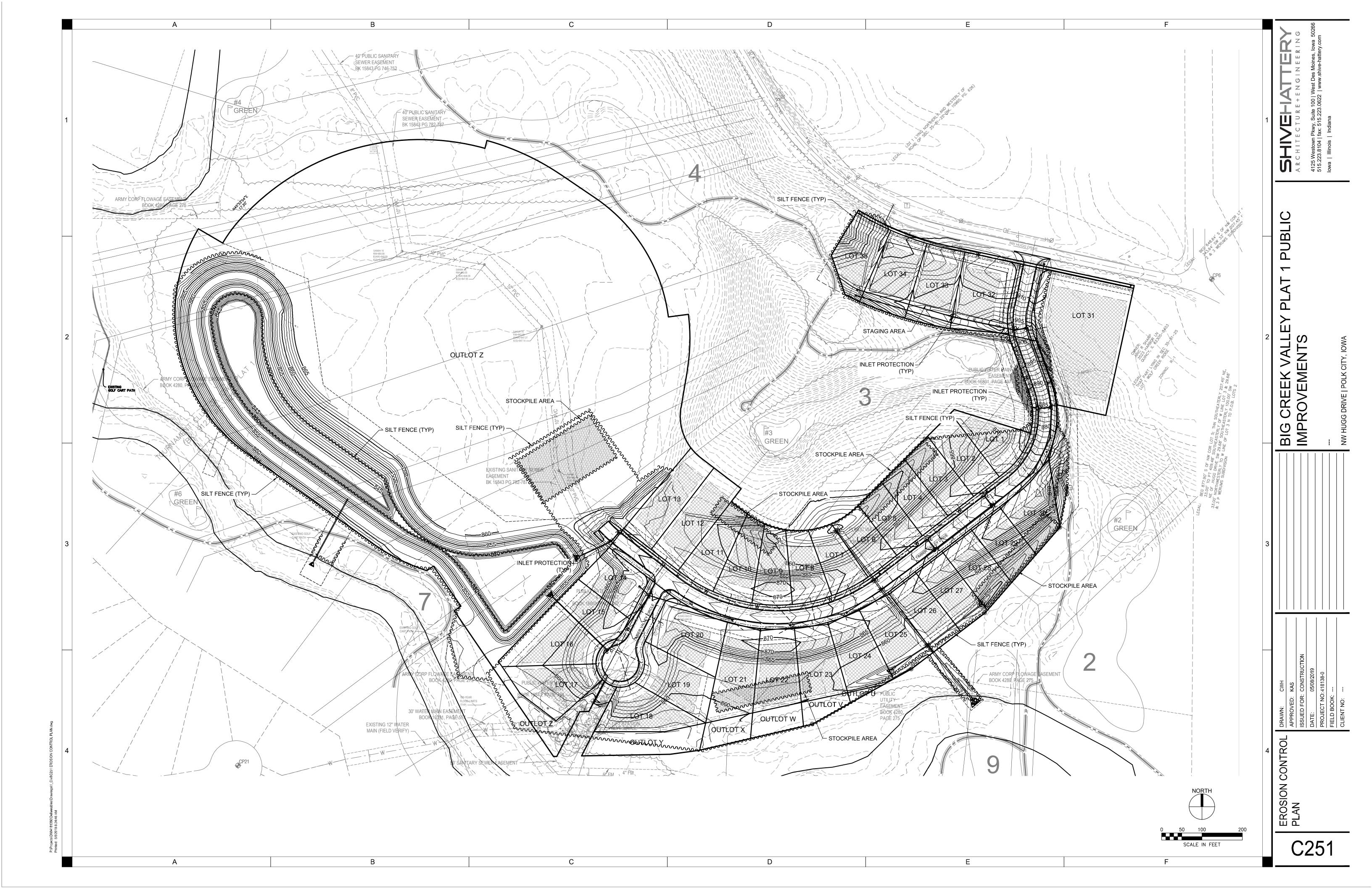




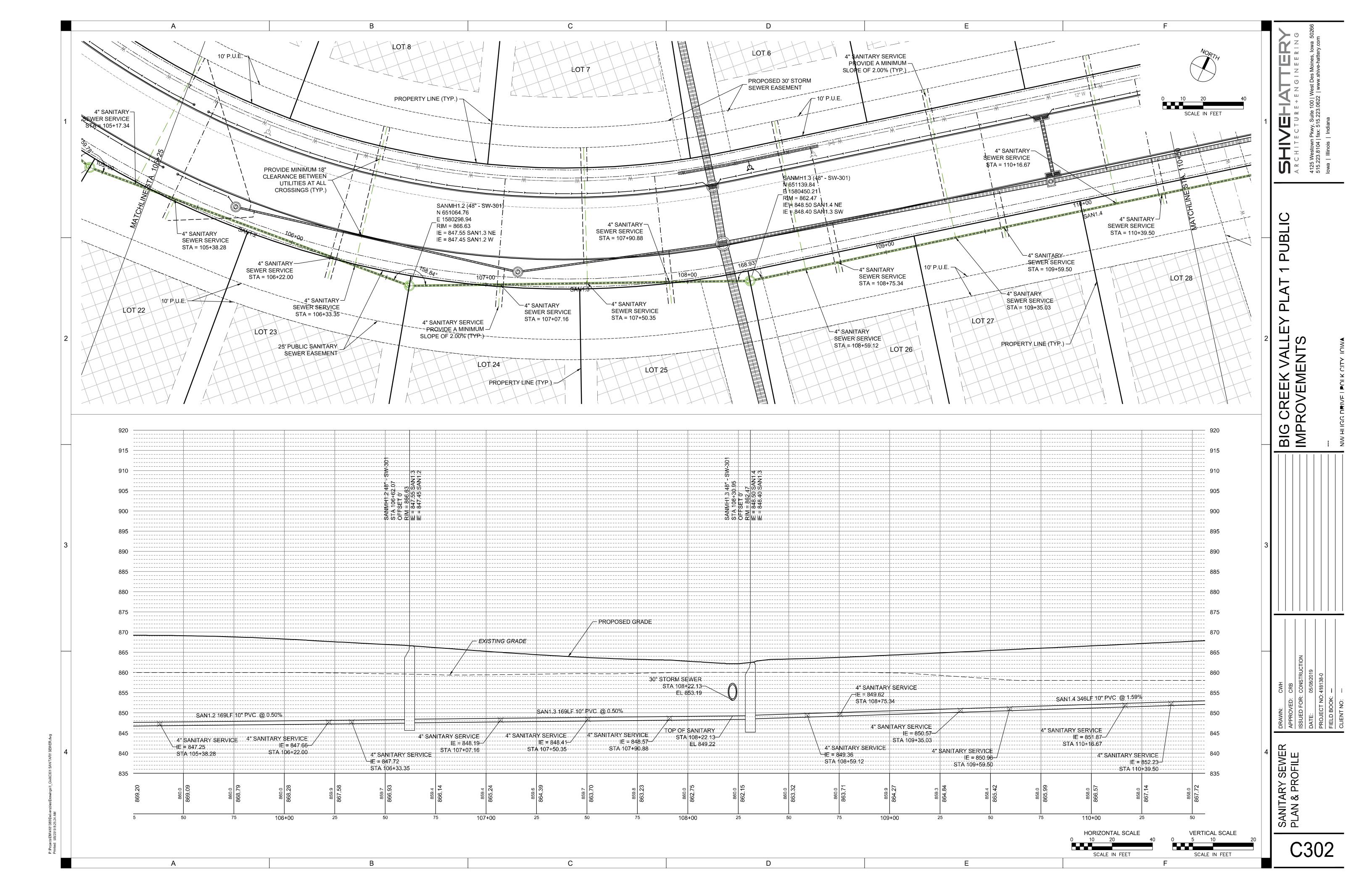


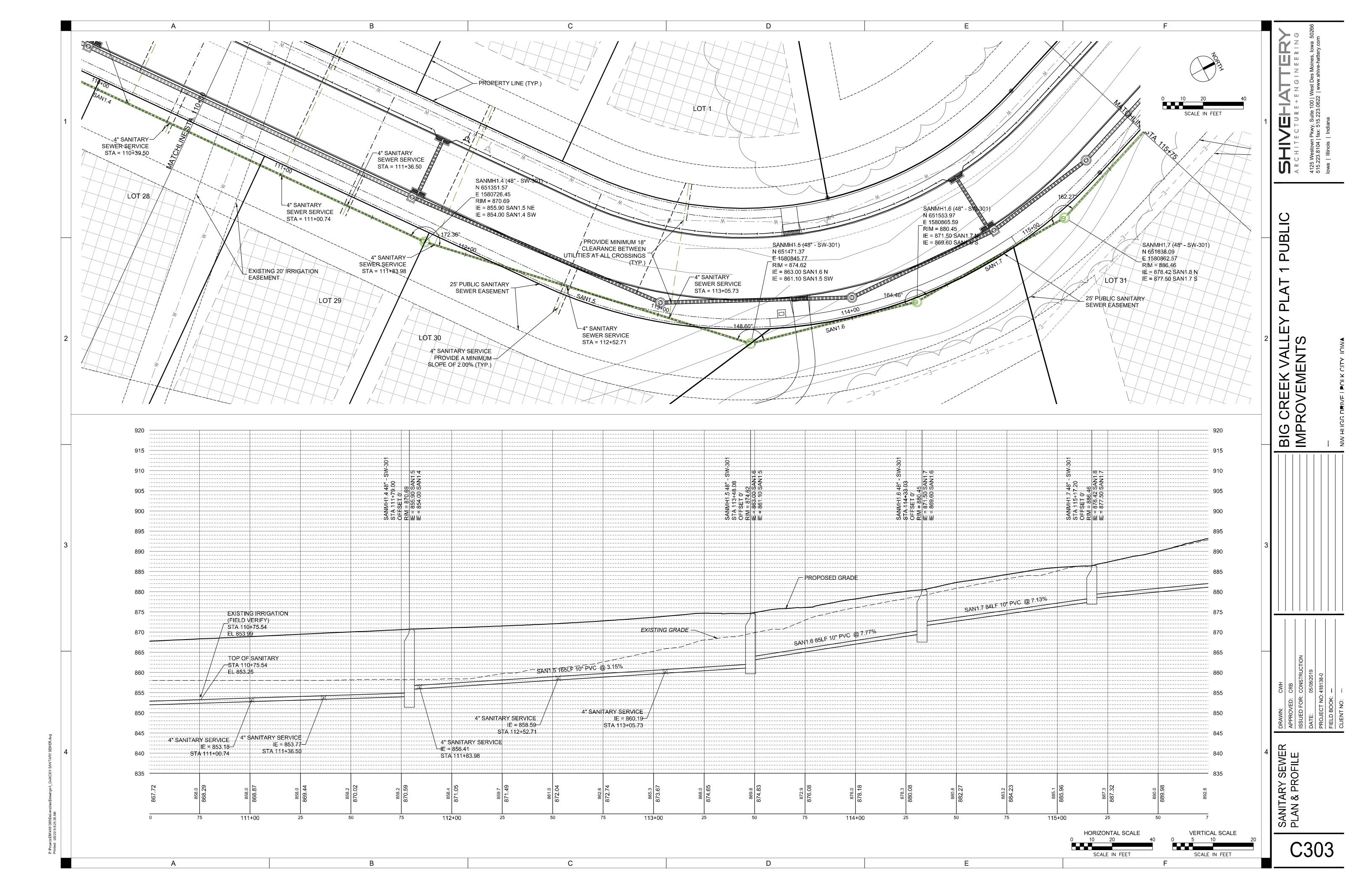


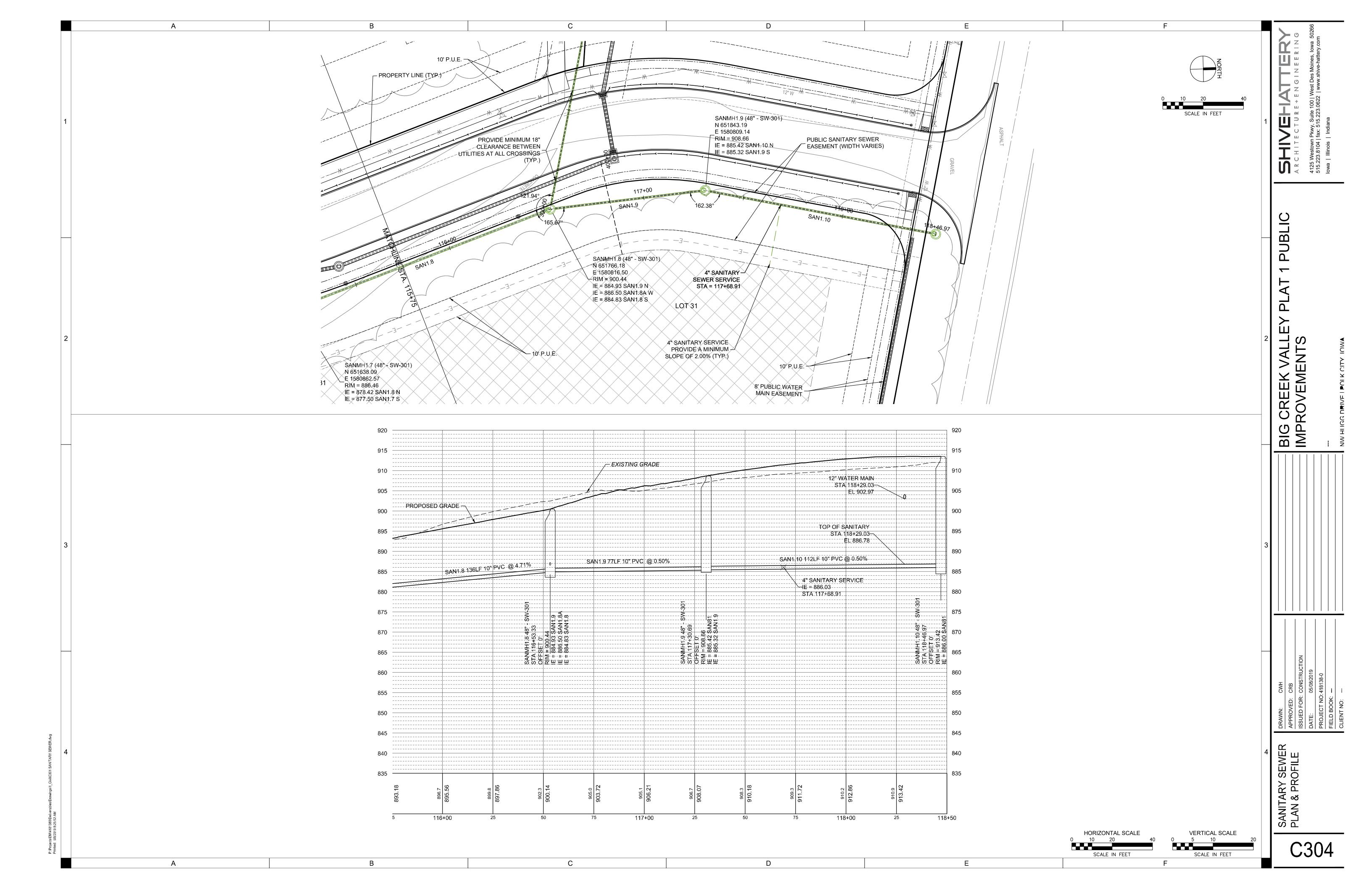


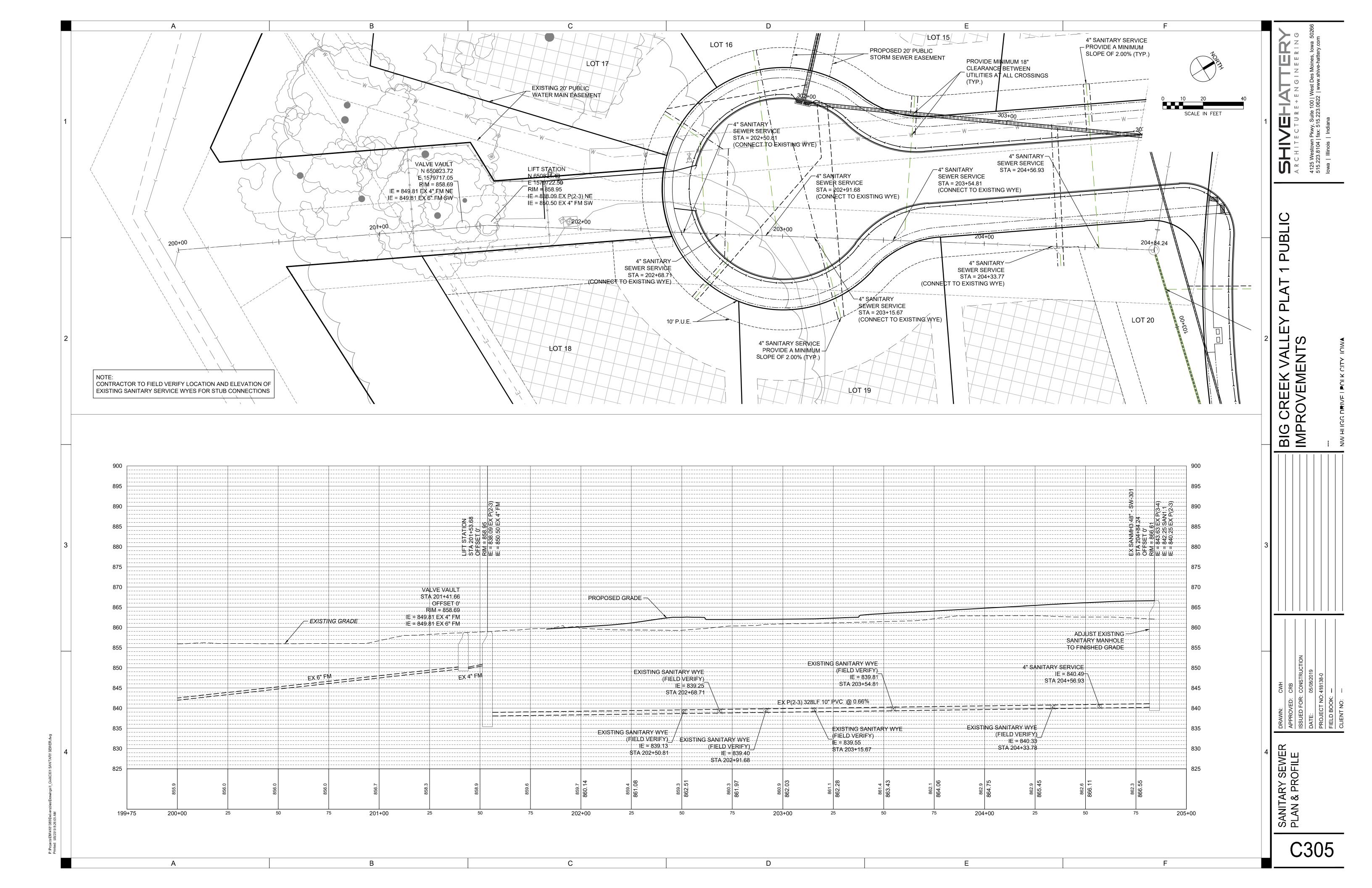


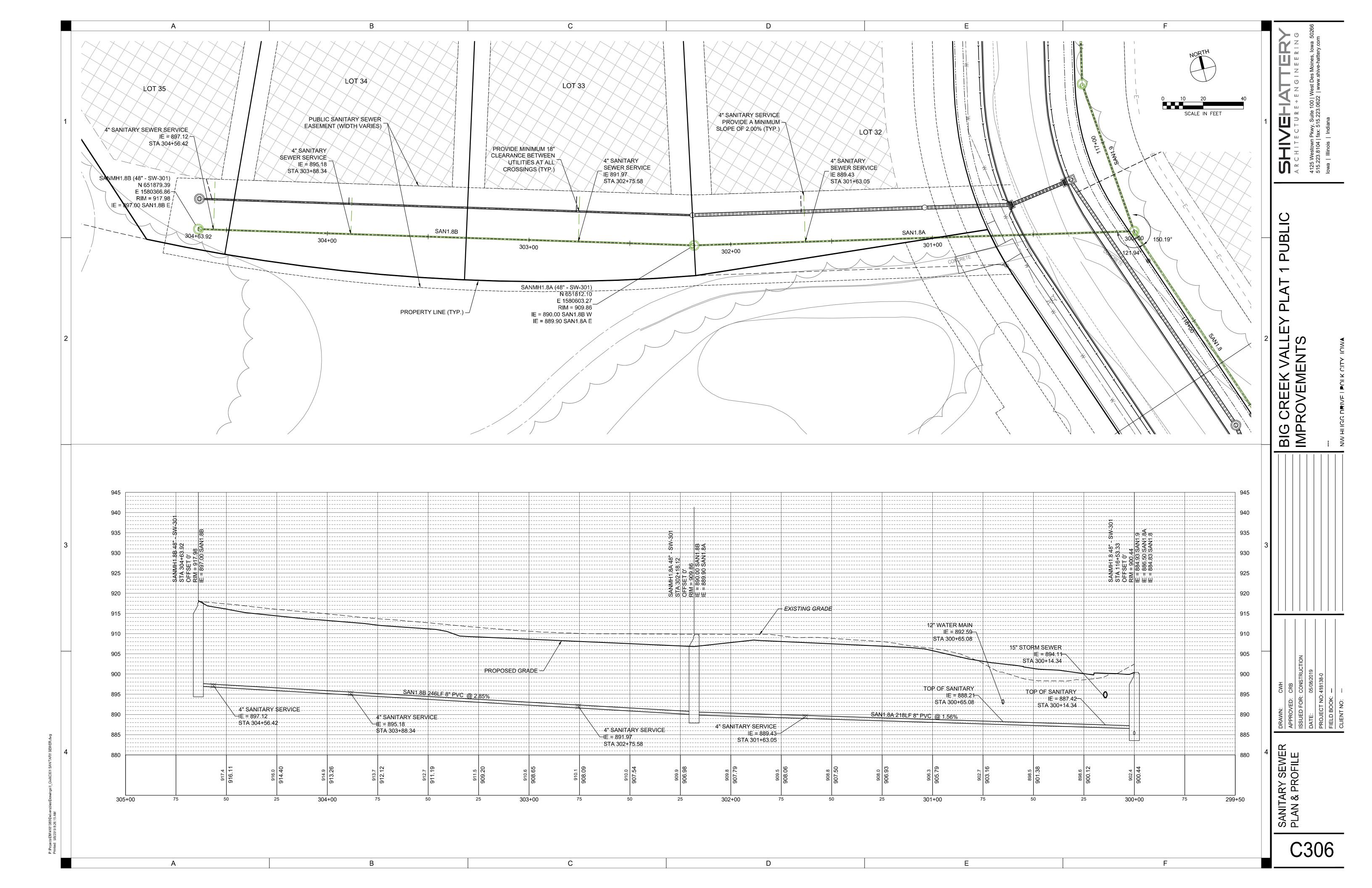


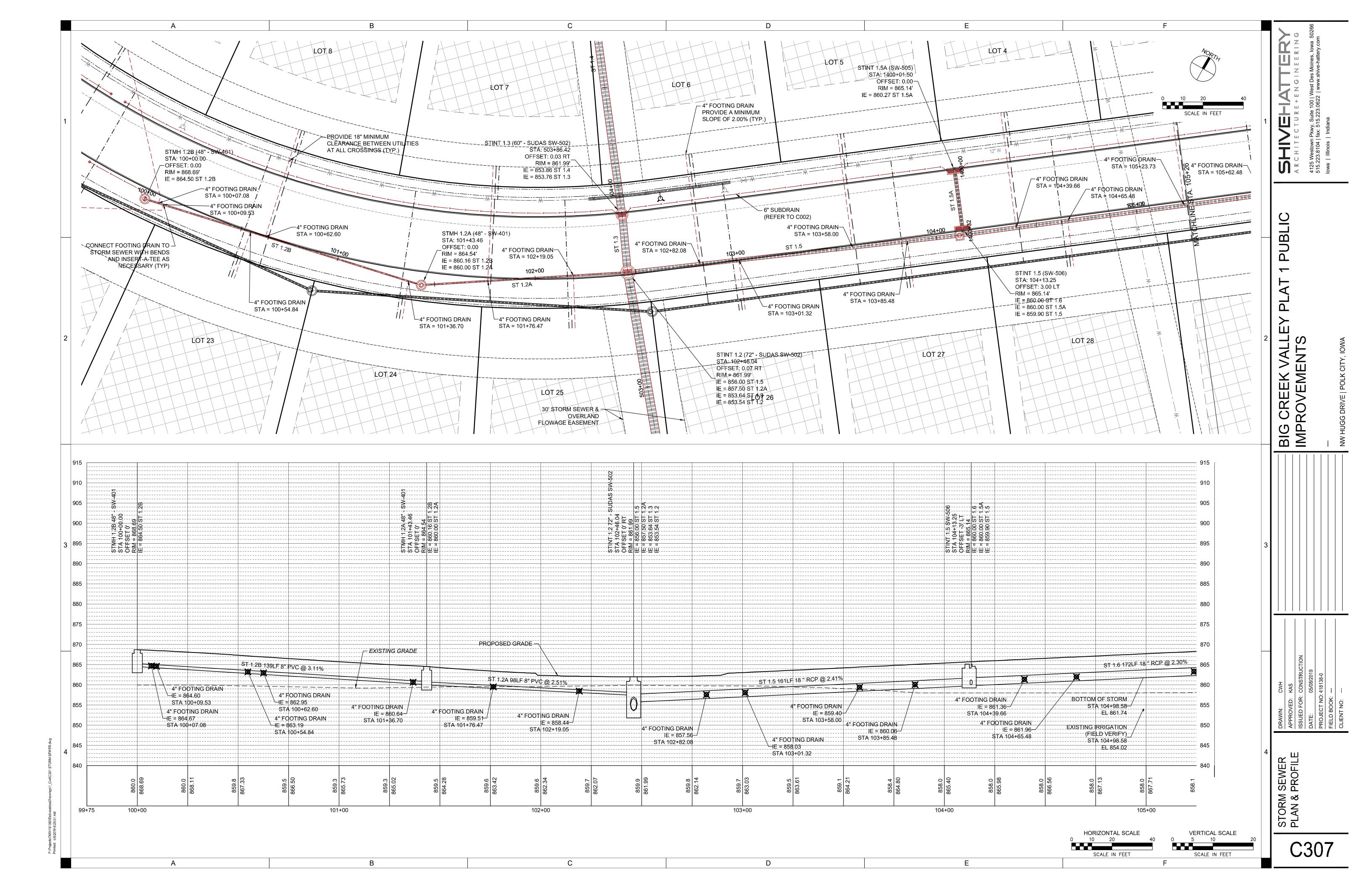


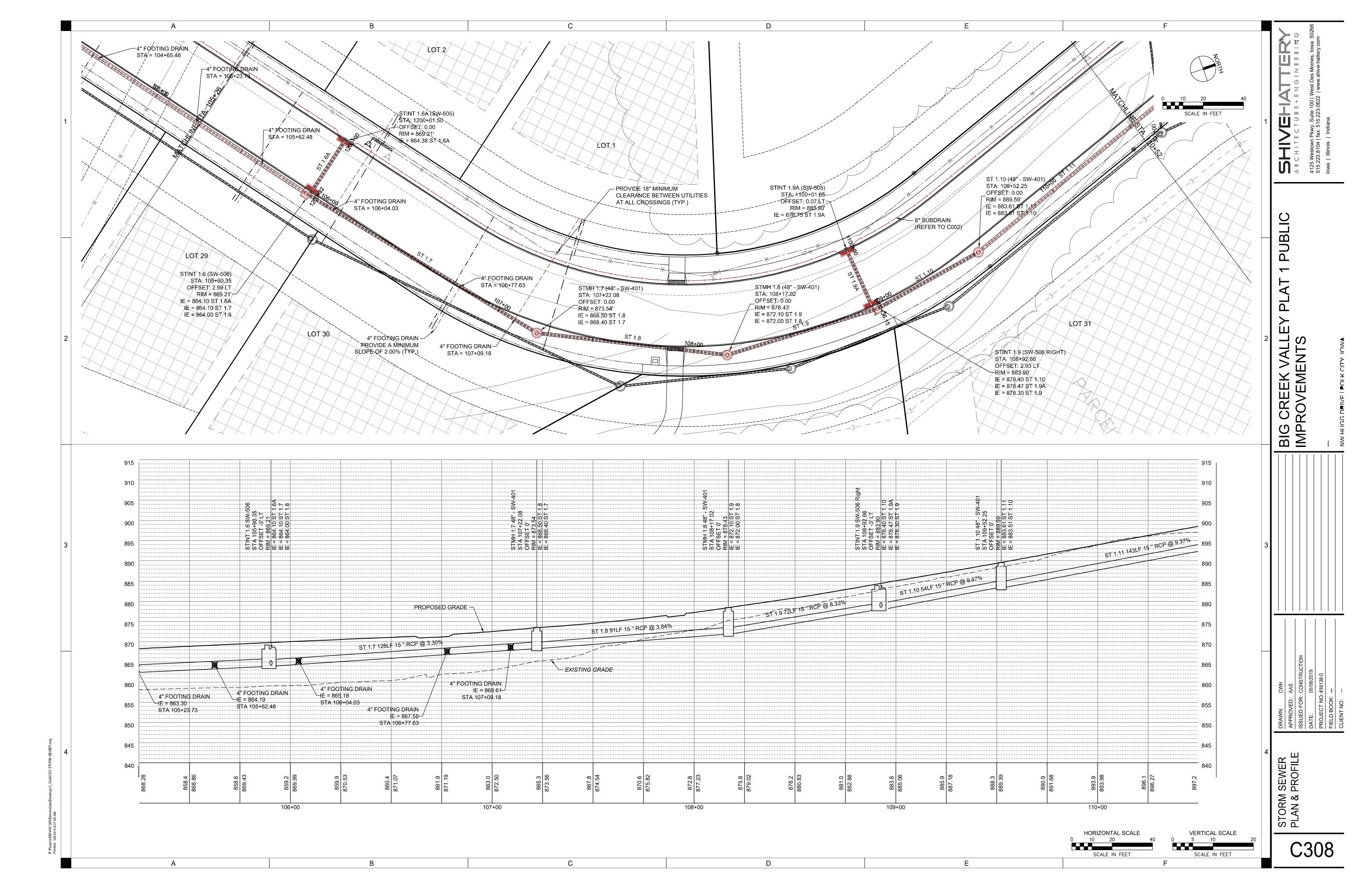


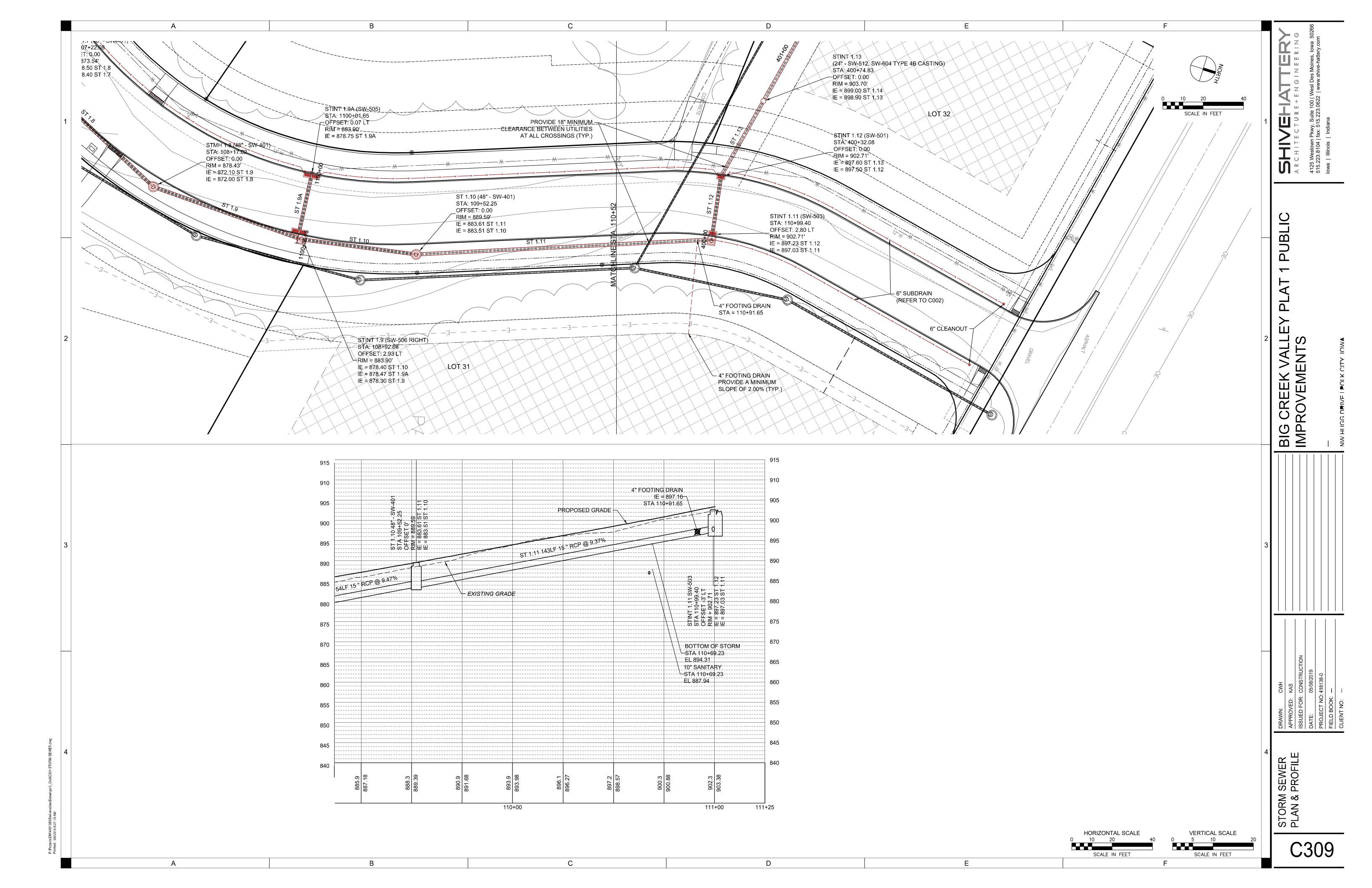


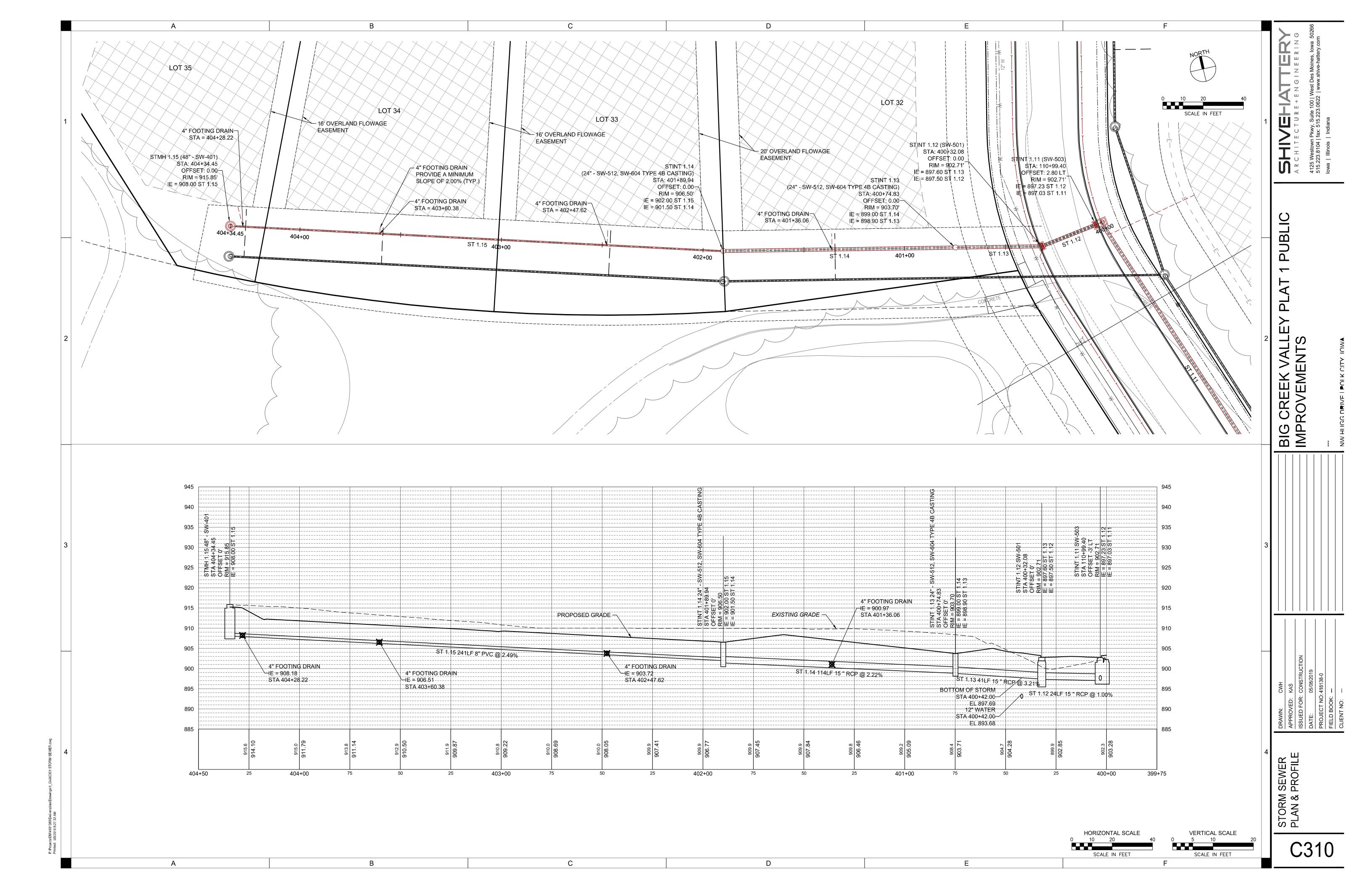


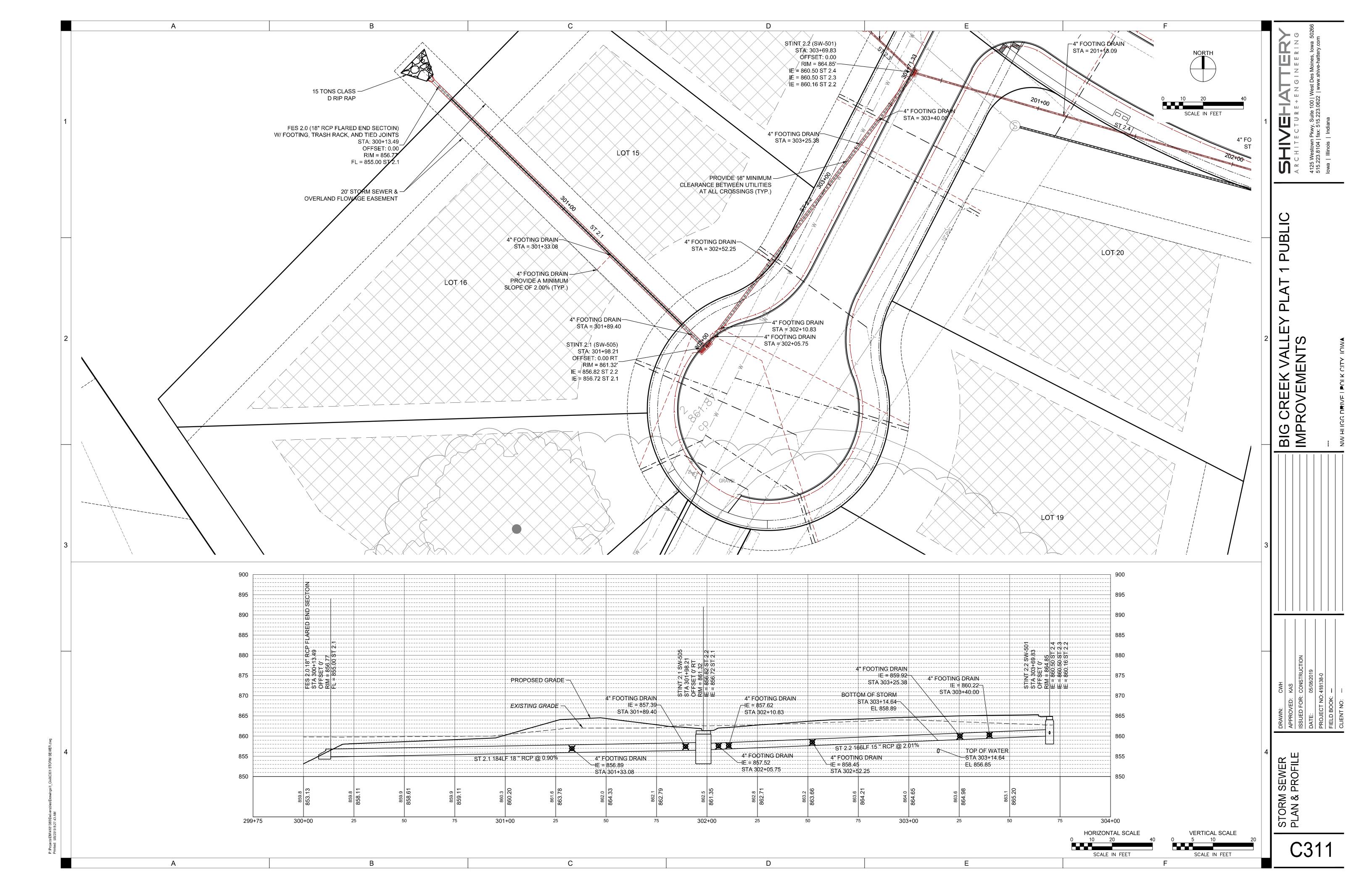


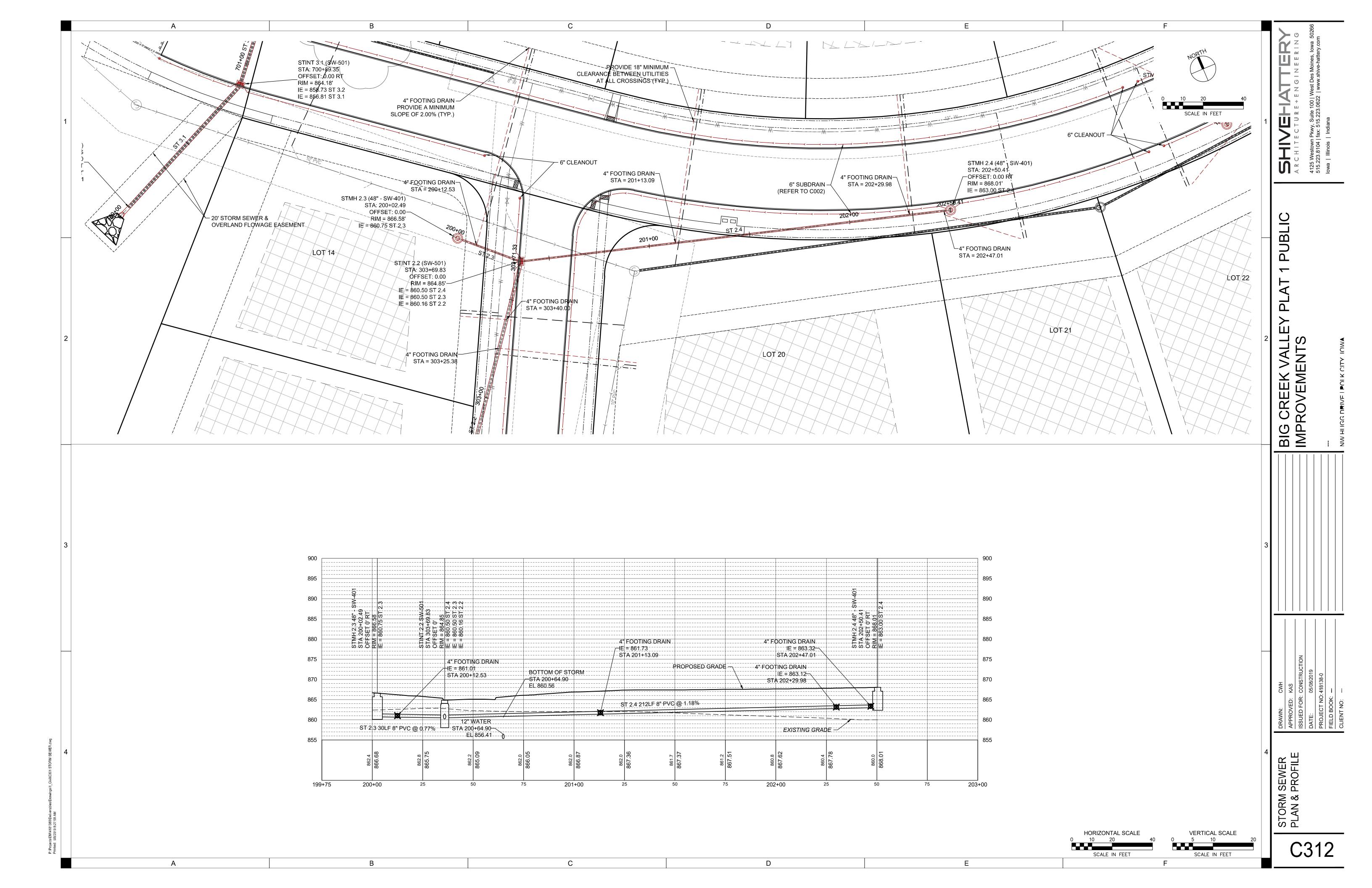


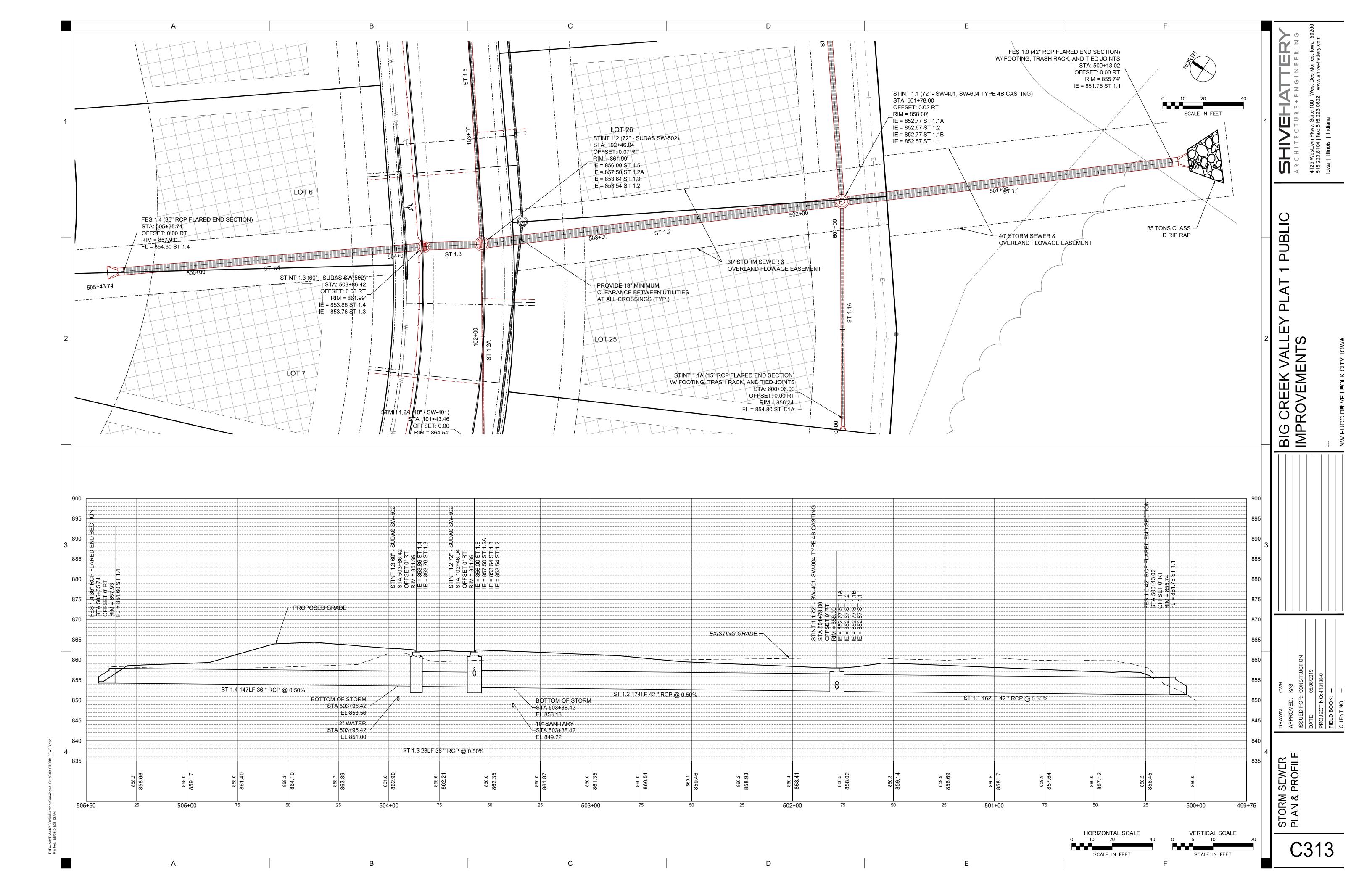


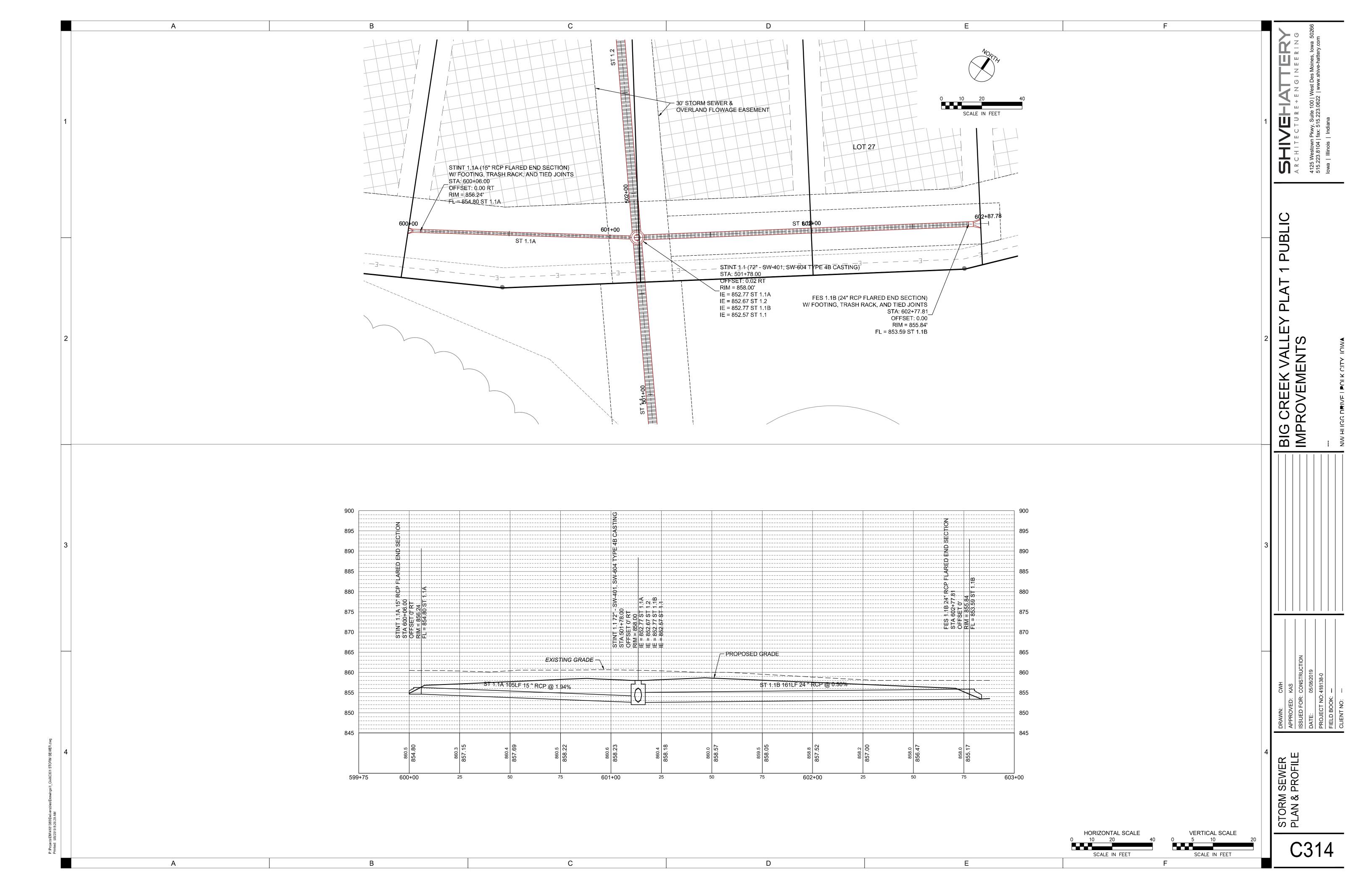


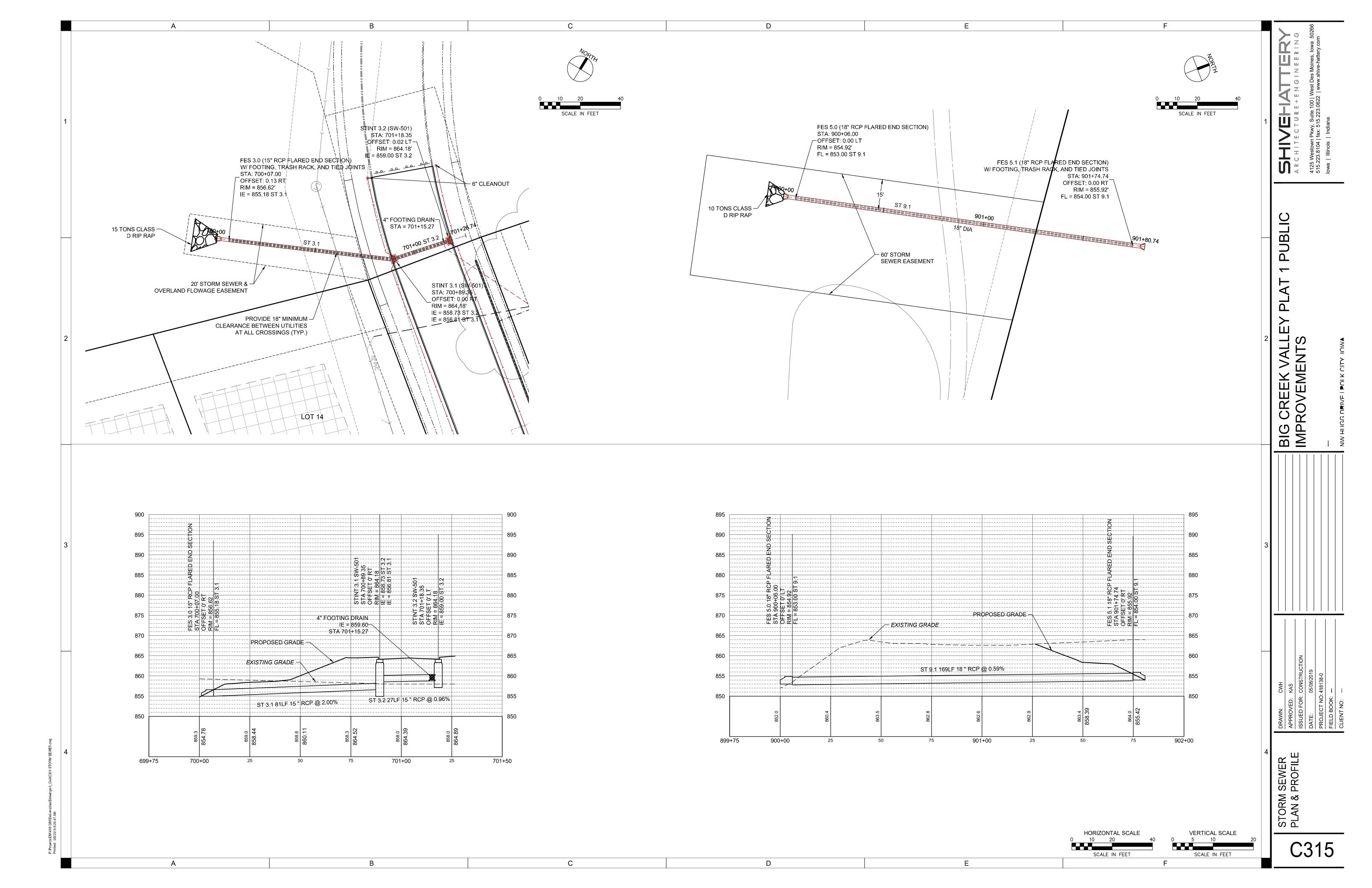


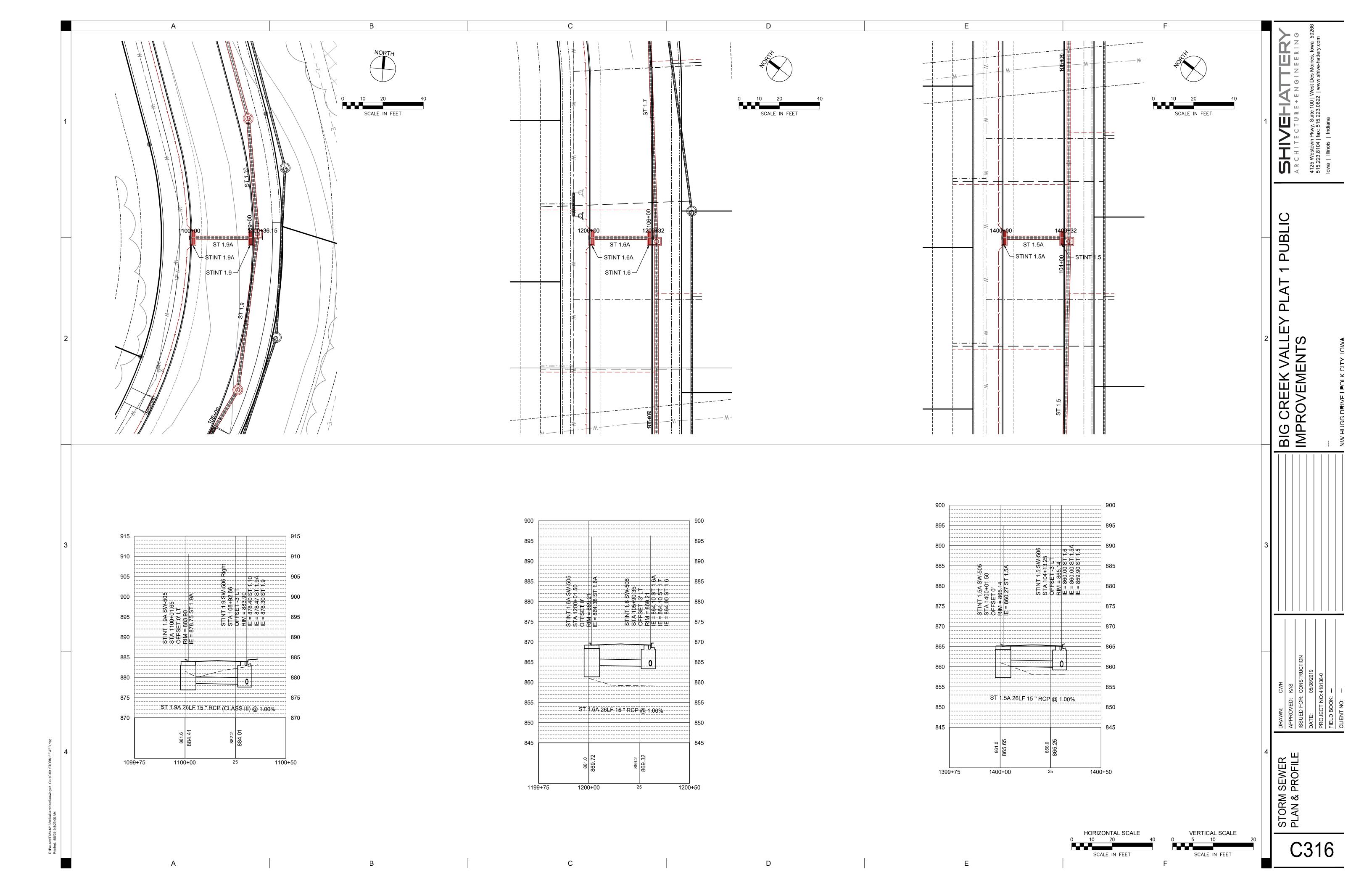


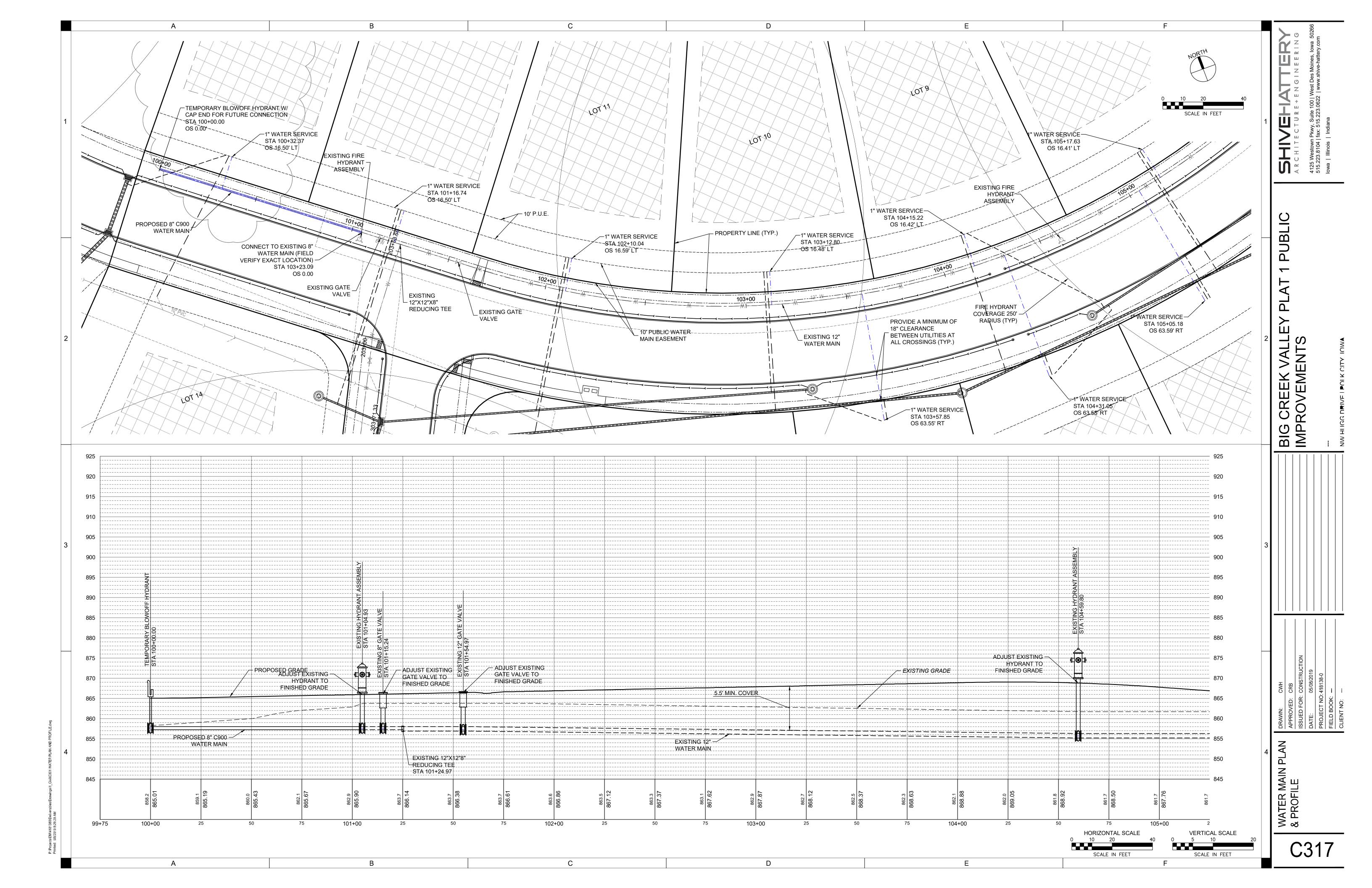


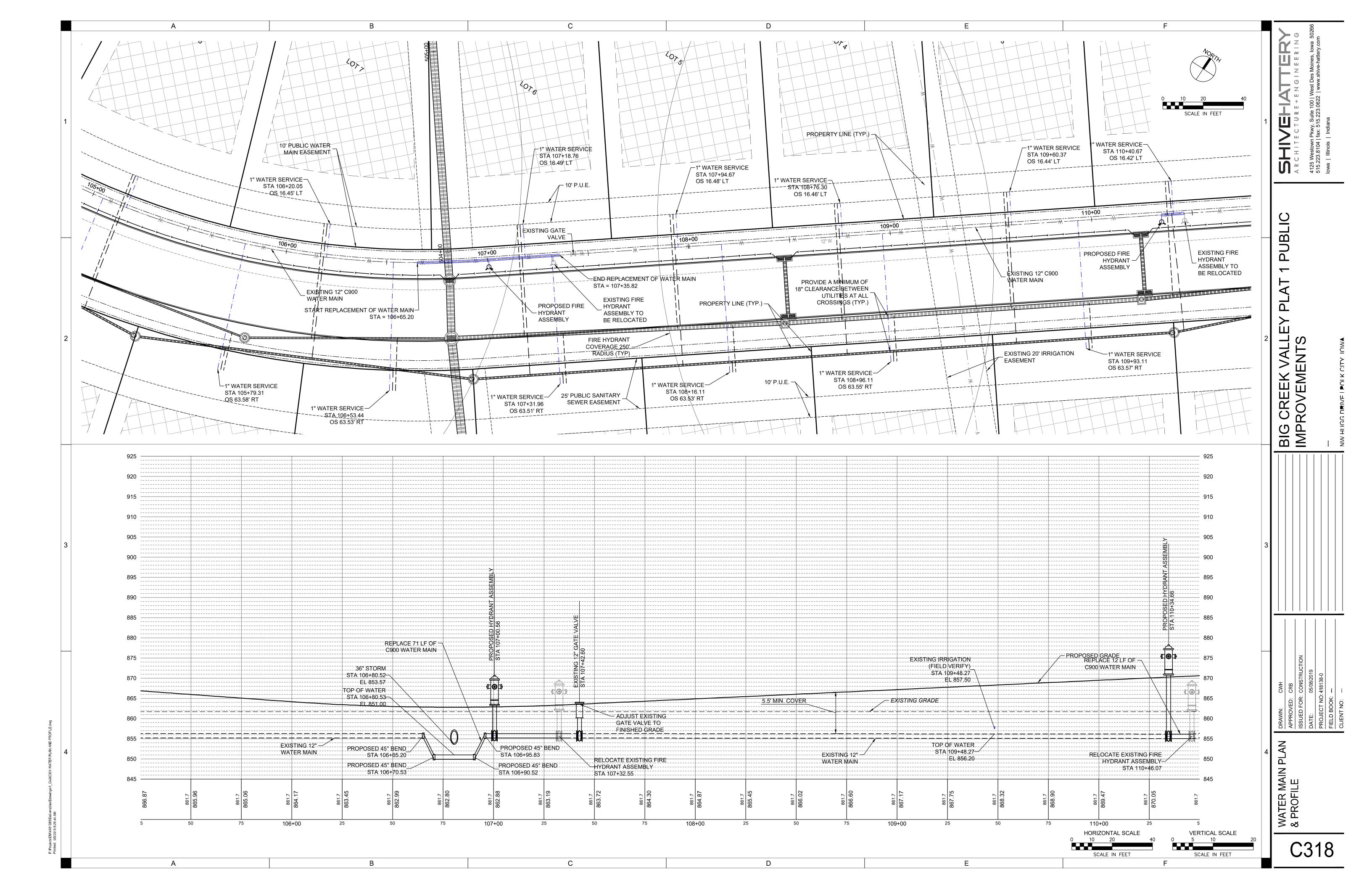


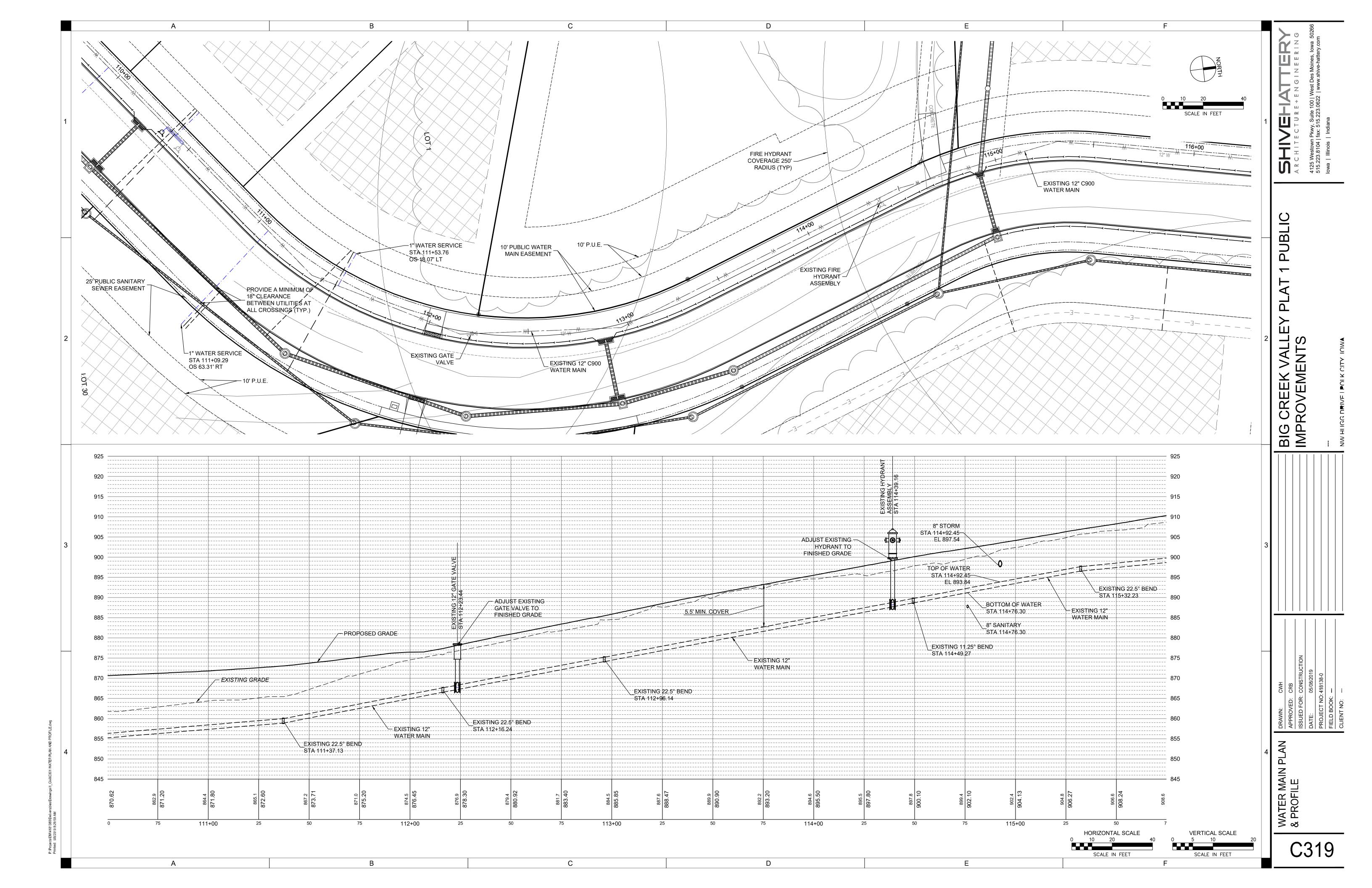


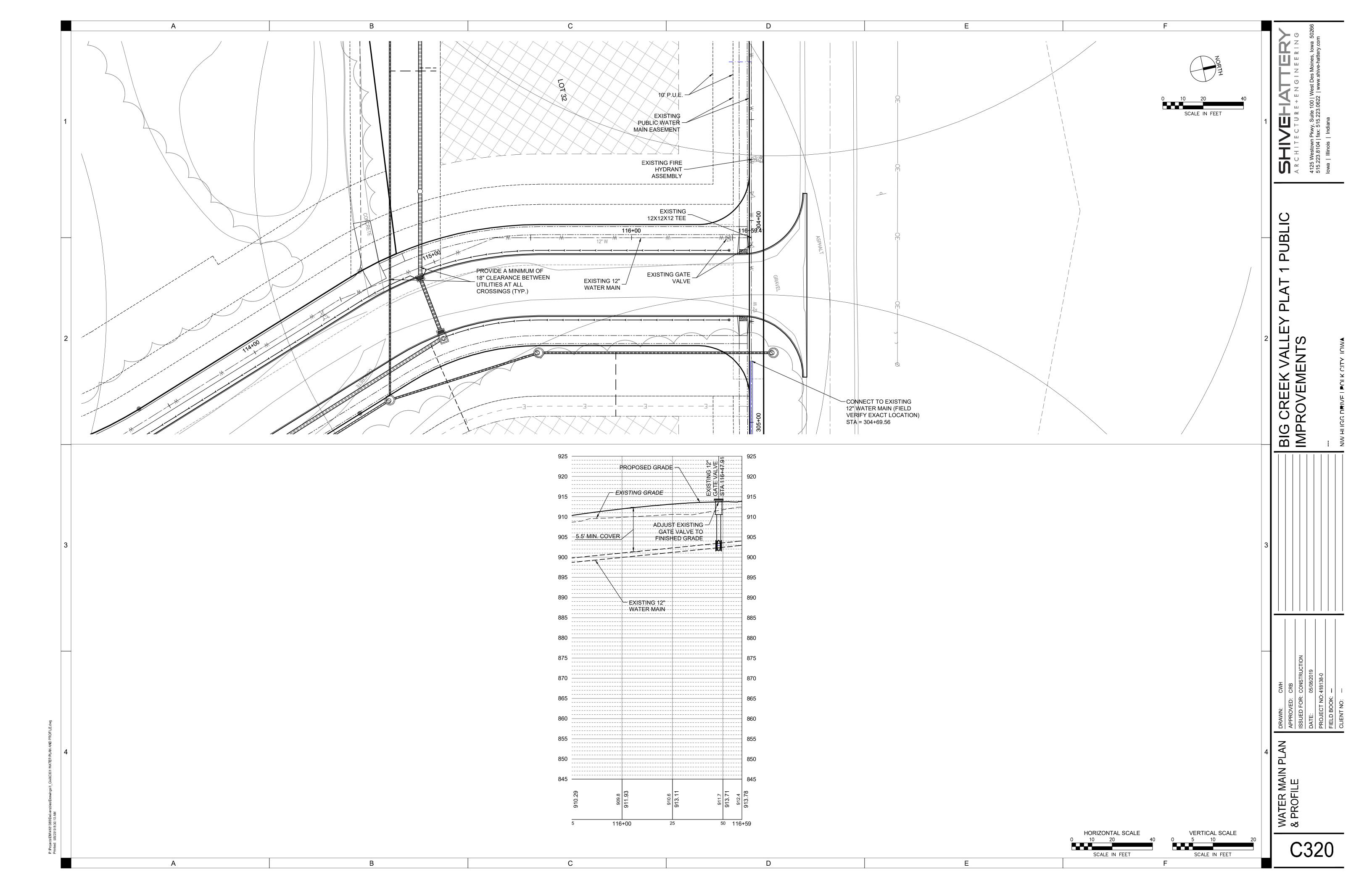


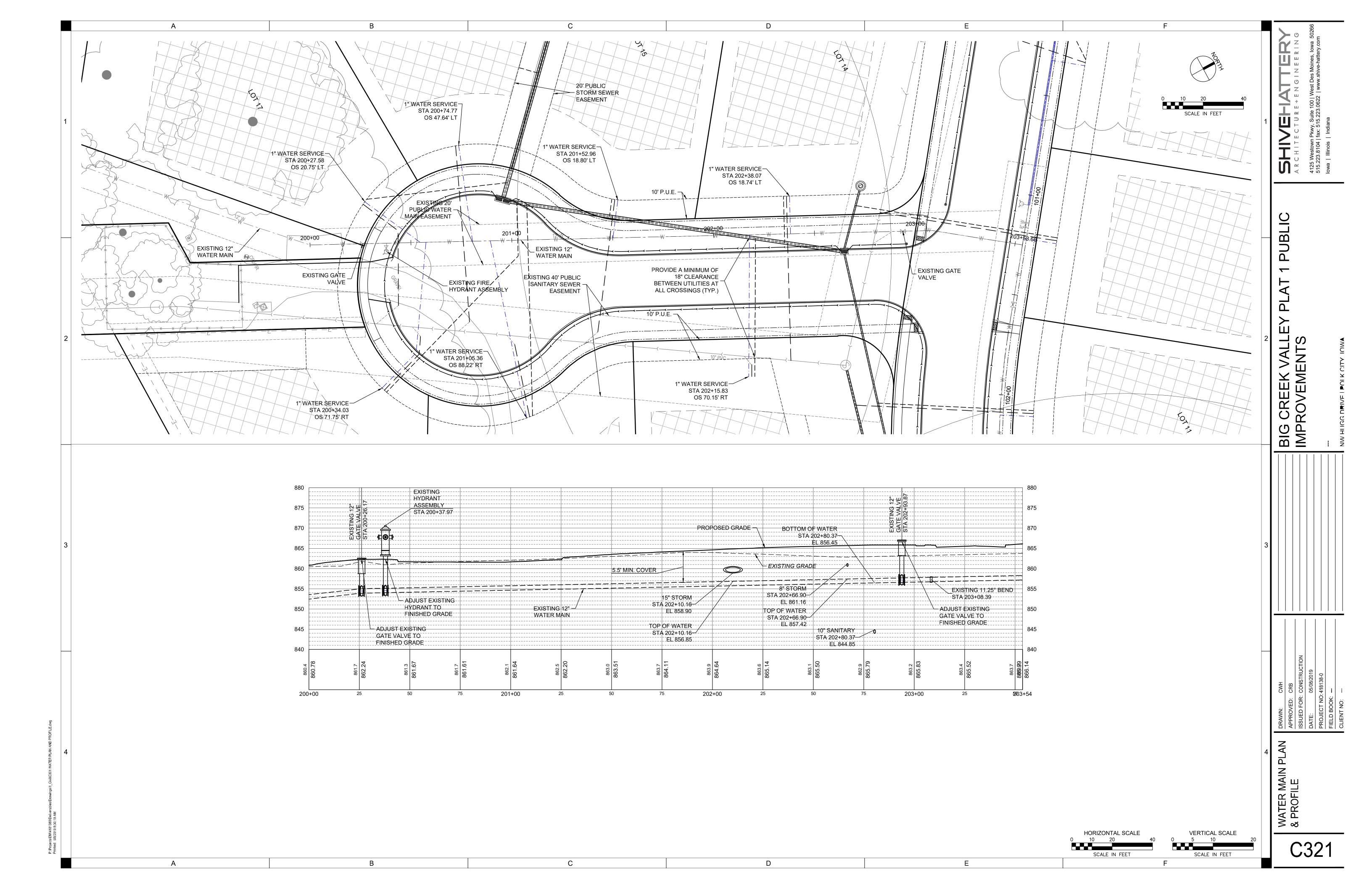


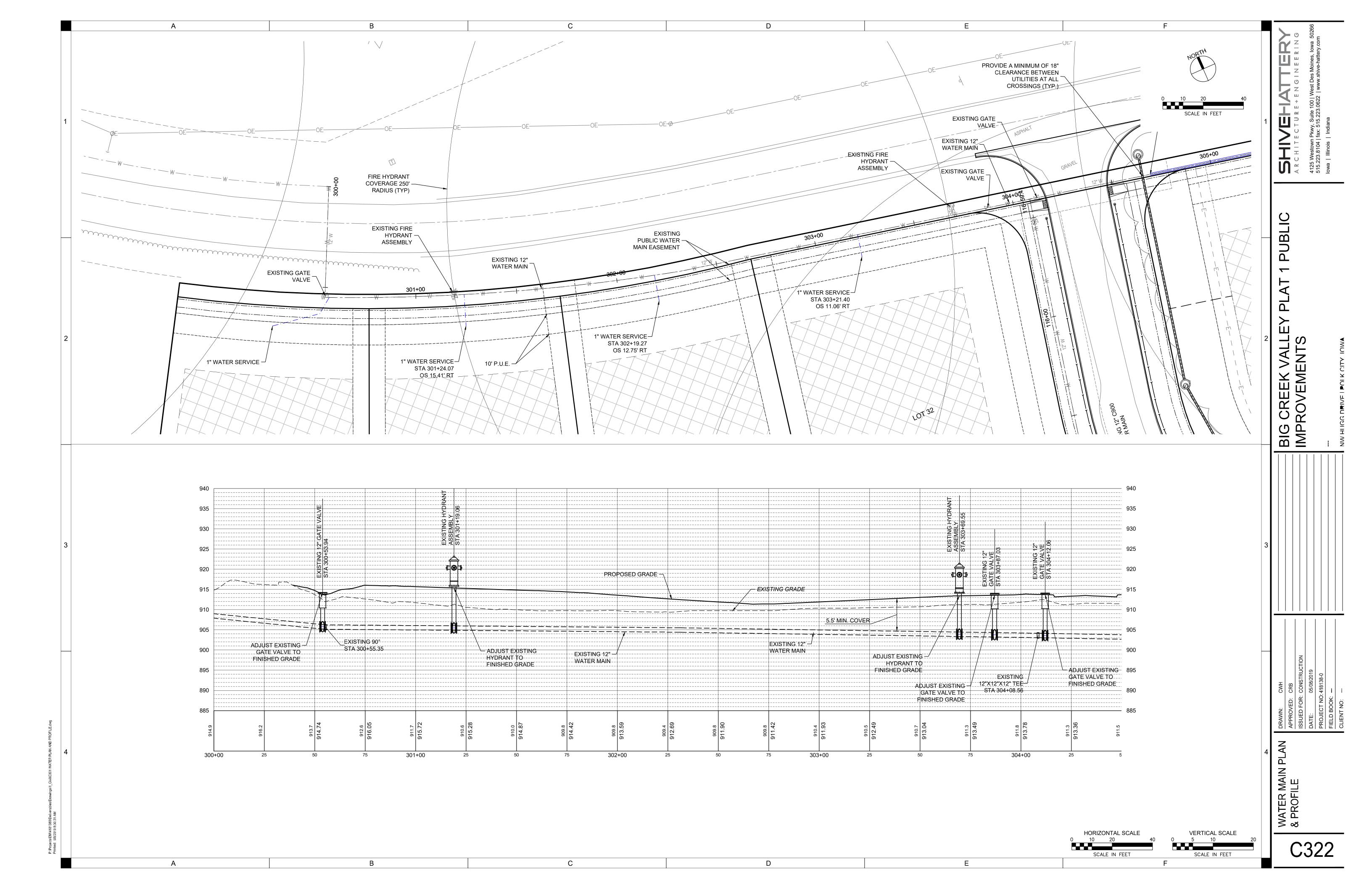


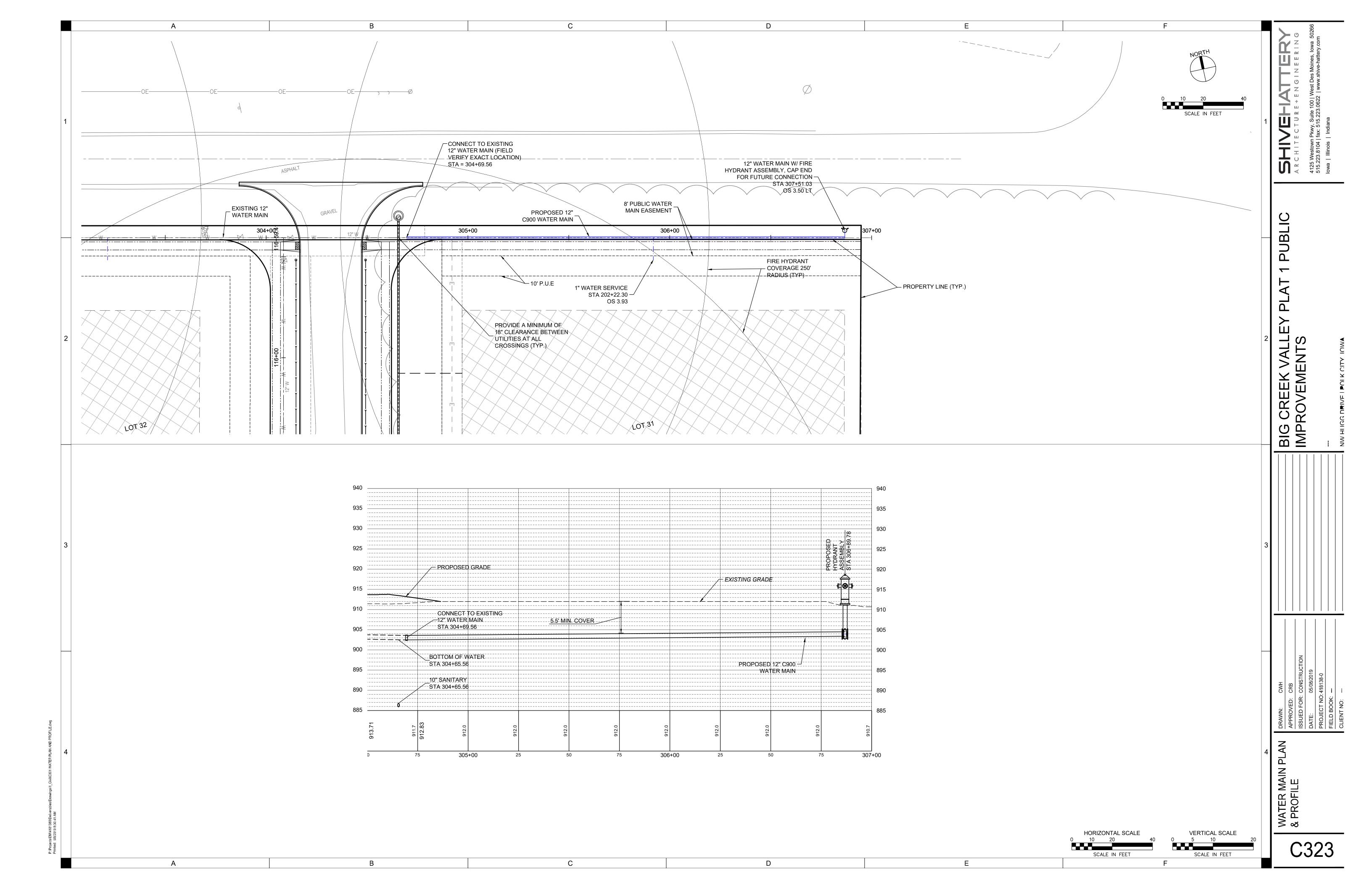


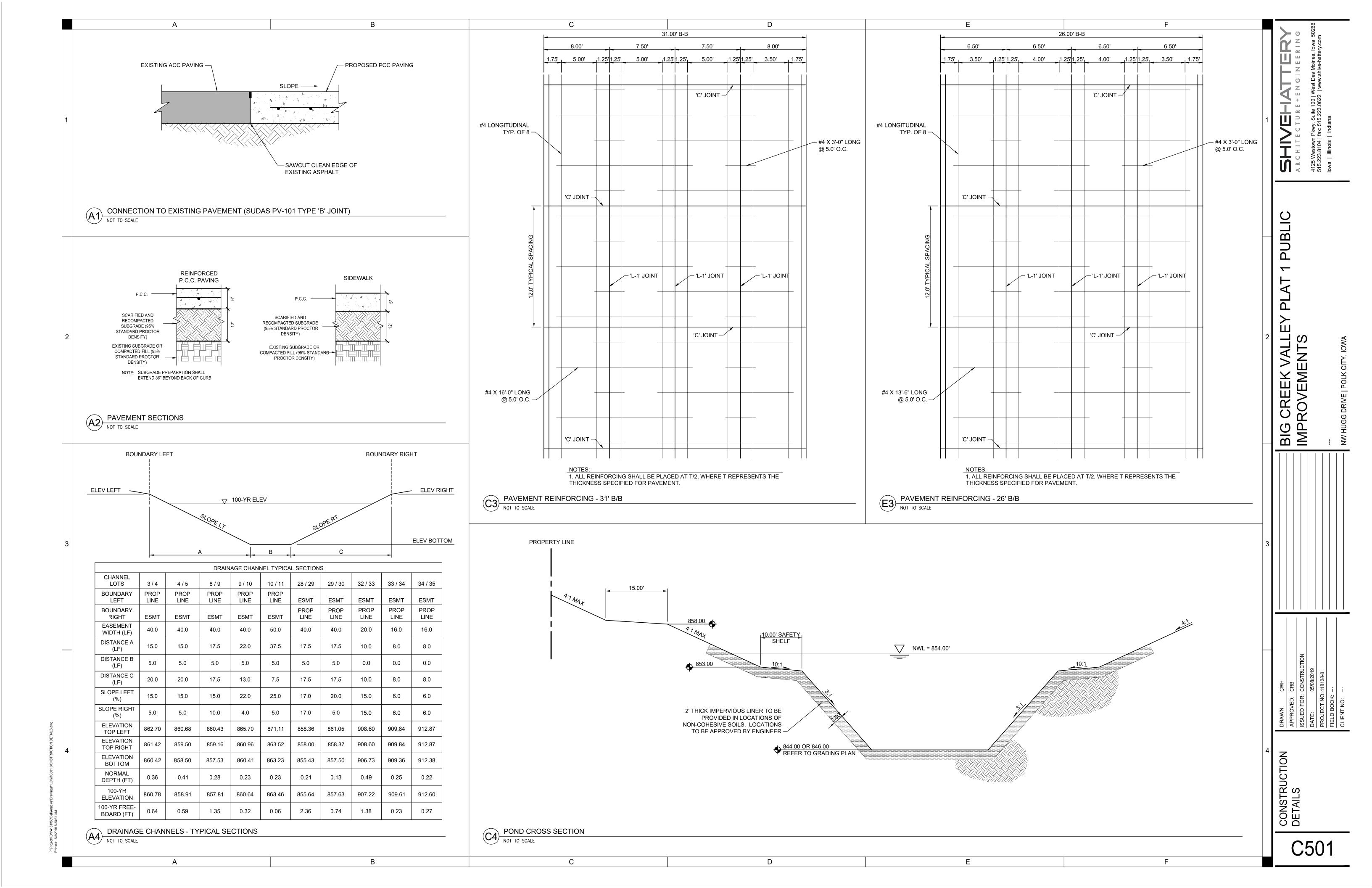


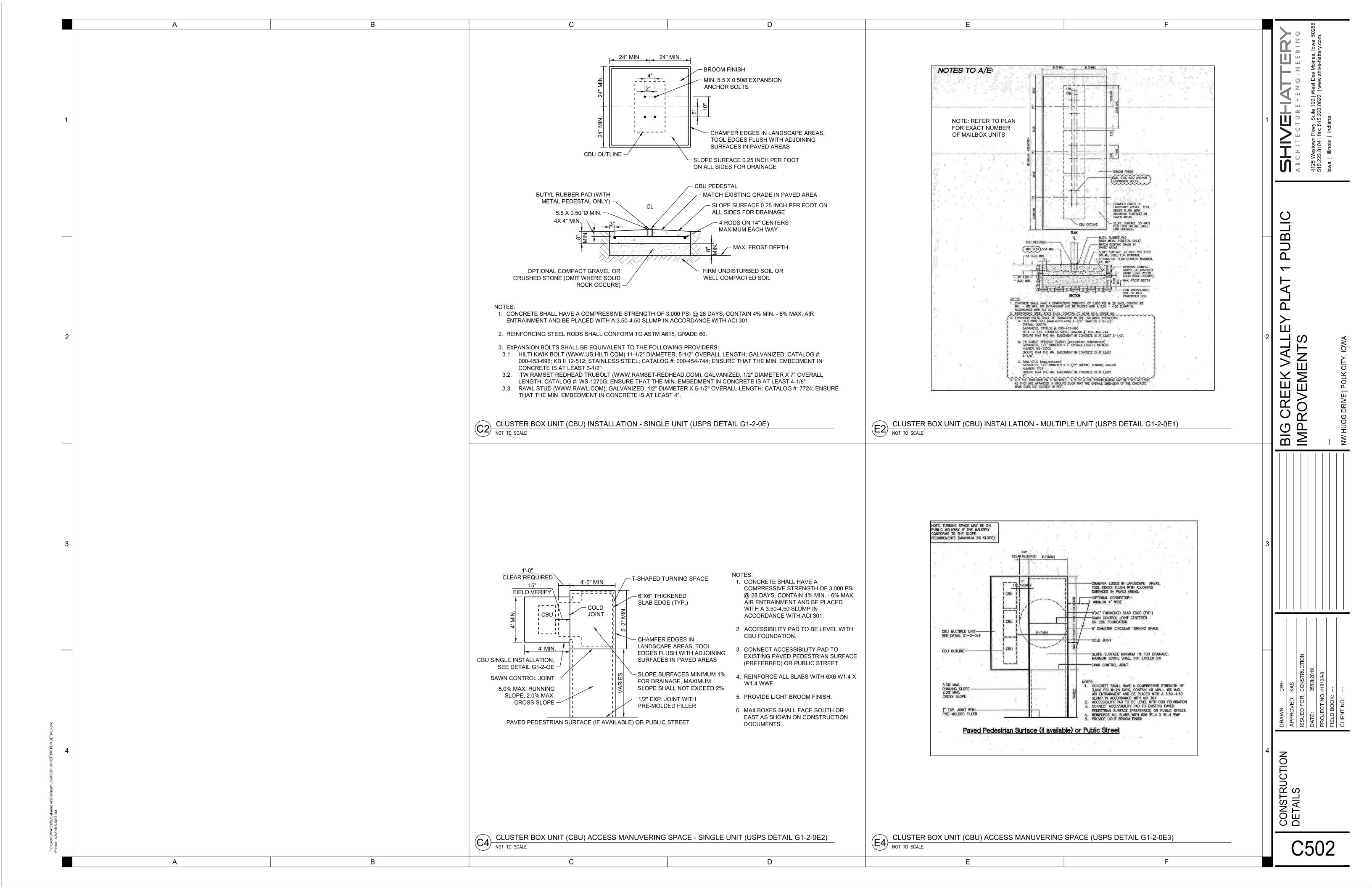














City of Polk City, Iowa

City Council Agenda Communication

Date: May 13, 2019

To: Mayor & City Council

From: Don Sandor, Interim City Administrator

Subject: Ordinance changes to the Polk City Code of Ordinances

BACKGROUND: At the work session of April 22 the Council agreed with a change of the City Code to make the City Administrator position a City Manager position prior to advertising for a permanent manager. The proposed ordinance would change Chapter 25 to a City Manager position. This ordinance will also change all references in the City Code that currently use the term City Administrator to City Manager and bring provisions in the city code sections for Mayor and Police Chief consistent with the proposed changes.

ALTERNATIVES: Retain the current language of City Administrator.

FINANCIAL CONSIDERATIONS: n/a

RECOMMENDATION: Approve the ordinance to establish the position of City Manager. Council may want to consider waiving the second and third readings of the ordinance so the advertisement can be placed and the recruiting process continue timely.

ORDINANCE NO. 2019-600

AN ORDINANCE AMENDING THE POLK CITY CODE OF ORDINANCES FROM CITY ADMINISTRATOR TO CITY MANAGER

WHEREAS, the City of Polk City deems it advantageous for the City to have the administration of its daily operations be handled by a City Manager rather than a City Administrator.

BE IT ENACTED by the City Council of the City of Polk City, Iowa:

SECTION 1. Chapter 25 of the City Code is hereby amended by deleting the stricken provisions and inserting the underlined provisions as follows:

CITY ADMINISTRATORMANAGER

25.01 APPOINTMENT AND TERM. The Council shall appoint by majority vote a City Administrator Manager to serve at the discretion of the Council.

25.02 COMPENSATION. The City <u>Administrator Manager</u> shall receive such annual salary as the Council shall from time to time establish by resolution.

25.03 ADMINISTRATIVE RESPONSIBILITY. The City <u>Administrator Manager</u> is directly responsible to the Council for the administration of municipal affairs as directed by that body. All departmental activity requiring the attention of the Council shall be brought before the Council by the City <u>Administrator Manager</u> and all Council involvement in administration initiated by the Council must be coordinated through the City <u>Administrator Manager</u>.

25.04 DUTIES. The City <u>Administrator Manager</u> is the chief administration officer of the City and shall have the following powers and duties:

- 1. Administration. <u>Shall Supervise</u>, <u>administer</u> and direct the <u>administration</u> <u>daily operations and staff</u> of the City government, <u>including police chief</u>.
- 2. Supervise Officers. Supervise and direct the official conduct of all appointed officers of the City.
- 3. Manage Property. Manage all buildings and property under the jurisdiction of the City.
- 4. Personnel. Appoint, promote, reassign, reclassify, discipline, demote, <u>suspend</u> and discharge all employees in compliance with policy, law and/or ordinance. Employ any person for emergency purposes as deemed necessary for the welfare of the City.
- 5. Compensation of Employees. Fix the compensation of all employees appointed by him or her, subject to the approval of the Council.

- 6. Investigation. Investigate, summarily and without notice, the conduct and affairs of any department, agency, officer, or employee of the City.
- 7. Law Enforcement. Supervise the enforcement and execution of all laws and ordinances within the City.
- 8. Contracts. Supervise the performance of all contracts for work to be done for the City.
- 9. Purchasing. Supervise the purchase and receipt of all materials, services, and supplies for and on behalf of the City. Authorize purchases for budgeted items up to \$10,000 without further Council authorization.
- 10. Public Works. Supervise the construction, improvement, repair, maintenance, and management of all City property, capital improvements, and undertakings of the City, including the making and preservation of all surveys, maps, plans, drawings, specifications, and estimates for capital improvements.
- 11. Attend Meetings. Attend all meetings of the Council and City administrative agencies, unless excused.
- 12. Recommendations. Recommend to the Council any measures as are necessary or expedient for the good government and general welfare of the City.
- 13. Cooperation Liaison. Cooperate with any Maintain liaison with citizens, businesses, developers, builders, engineers, other governmental agencies and administrative agencyies of the City.
- 14. Accounting. Supervise the City Finance Officer and ensure that the business affairs of the City are conducted by modern and efficient accounting methods and cause accurate records to be kept.
- 15. Budget. Prepare and submit to the Council annually the required <u>operating and capital improvement</u> budgets. <u>Provide ongoing supervision of the City's annual budget.</u>
- 16. Financial Reports. Submit a written, itemized financial report to the Council each month, showing receipts, disbursements, and investments for the preceding month. Keep the Mayor and Council advised as to the financial conditions and future needs of the City and to make recommendations as necessary.
- 17. Licenses. Provide for the issuance, suspension, and revocation of all licenses and permits authorized or required by law or ordinance.
- 18. Oaths. Administer oaths.
- 19. Policies and procedures. Administration of all ordinances, resolutions, Council policies and

directors. Continuously study the City's operational procedures, organization and facilities and make recommendations to the Council wherever necessary.

- 20. Planning. Coordinate the implementation of the City's comprehensive plan, long term capital improvement plan and all other forms of planning with the City.
- <u>21.</u> Other. Exercise such other powers and perform such other duties as may be directed by the Council.

SECTION 2. All references to City Administrator shall be deleted and City Manager inserted in lieu thereby in the following:

- 1. Chapter 5; section 501 (3) B, page 21
- 2. Chapter 7; section 7.02, page 31
- 3. Chapter 7; section 7.07 (3), page 38
- 4. Chapter 15; section 15.02 (1), page 49
- 5. Chapter 17; section 17.05 (2), page 77
- 6. Chapter 90; section 90.19, page 424
- 7. Chapter 151; section 151.11 (twice), page 693
- 8. Chapter 155; section 155.05 (8), page 727
- 9. Chapter 159; section 159.03 (4) A, page 762

Section 159.06 (4) & (5), page 768

10. Chapter 162; section 162.03 (2), page 772

Section 162.05 (1)A, page 777

11. Chapter 165.20; page 955

165.28 (1) (twice), page 962

165.28 (2) (twice), page 962

- 12. Chapter 166; section 166.03 (2), page 1033
- 13. Chapter 170; section 170.25 (4) & (5), page 1078

Section 170.26 (3), page 1079

Section 170.33 (4) C, page 1089

14. Chapter 171; section 171.03 (twice), page 1151

Section 171.06 (17), page 1155

Section 171.10 (1) (twice), page 1160

SECTION 3. Section 15.02(1) of the City Code is hereby amended by deleting the stricken provisions as follows:

1. Chief Executive Officer. Act as the chief executive officer of the City and presiding officer of the Council, supervise all departments of the City, except for supervisory duties delegated to the City Administrator, give direction to department heads concerning the functions of the departments, and have the power to examine all functions of the municipal departments, their records and to call for special reports from department heads at any time.

SECTION 4. Section 30.06 of the City Code is hereby amended by inserting the underlined provisions as follows:

30.06 POLICE CHIEF APPOINTED. The Mayor shall appoint and dismiss the Police Chief subject to the consent of a majority of the Council with the Police Chief reporting to the City Manager on daily operations.

SECTION 5. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 6. This ordinance shall be effective upon its passage, approval and publication as provided by law.

PASSED AND APPRO	VED this day of	, 2019.
	Josep Mores Mover	
	Jason Morse, Mayor	
ATTEST:		
Jenny Gibbons, City Clerk		
First Reading:		
Second Reading:		

Third Reading: Date Adopted:

Date of Publication by posting:



City of Polk City, Iowa

City Council Agenda Communication

Date: May 13, 2019

To: Mayor & City Council

From: Don Sandor, Interim City Administrator

Subject: Approval of Job advertisement

BACKGROUND: Subject to Council approval of the ordinance to change chapter 25 of the Code of Ordinances, the Council should consider approval of the enclosed advertisement for a new City Manager. Included in the advertisement are three items to draw to your attention. The proposed salary range of \$110,000 to \$125,000; the requirement for residency no later than six months after hire; and the inclusion of Master's degree preferred; as well as any other statements in the advertisement that the Council wishes to discuss. Approval of the advertisement as presented will approve the items outlined above.

If the Council desires to change any of the items in the advertisement, those changes can be made at the meeting prior to approval of the ad.

ALTERNATIVES:

FINANCIAL CONSIDERATIONS:

RECOMMENDATION: Approve the job advertisement for the City Manager position and authorize it to be published.

RESOLUTION NO. 2019-37

A RESOLUTION APPROVING THE ANNOUNCEMENT/ADVERTISEMENT FOR THE CITY OF POLK CITY, IOWA CITY MANAGER POSITION

FOR THE CITT OF TOLK CIT	1, IOWA CITT MANAGER POSITION
WHEREAS, the City Manager po	osition is currently vacant due to retirement; and
WHEREAS, the City of Polk individual for the current vacant position:	City is desirous in obtaining a high quality; and
· · · · · · · · · · · · · · · · · · ·	of Polk City approved a proposal from Hinson ated to the selection of a City Manager on Apri
WHEREAS, Hinson Consulting, for the open City Manager position.	, LLC has created an announcement advertising
	ESOLVED, the City Council of the City of Polkent/advertisement for the City of Polk City, Iowa
PASSED AND APPROVED the	e 13th day May 2019.
	Jason Morse, Mayor
ATTEST:	
Jenny Gibbons, City Clerk	

CITY OF POLK CITY, IOWA CITY MANAGER POSITION

Announcement/Advertisement

City Manager, Polk City, Iowa. (2017 U.S. Census Bureau Estimated Population – 4,646). Lovely suburban community located just 20 minutes from central Des Moines, with small town feel and amazing recreational opportunities, seeks an energetic and dedicated leader as its new city manager.

Salary range is \$110,000 to \$125,000, depending upon qualifications, with a full range of benefits. The city manager supervises, administers, and directs the daily operations and staff of the City, with a total FY19 budget of \$7 million. Residency within the City expected within six months of hire.



Polk City has doubled in population from the 2000 Census, and offers a quaint but bustling town square. Polk City is home to the Tournament Club of Iowa, Iowa's only Arnold Palmerdesigned golf course. A recreational paradise with a wide variety of options, it also offers easy access to the Neal Smith Trail, the High Trestle Trail, the 6,000 acre Saylorville Lake, Big Creek State Park, and Jester Park. Polk City has been recognized as the Safest Suburb in the Des Moines Metro (Niche.com, 2016). Additional community details are available at https://polkcityia.gov/file.axd?file=%2f2017%2f01%2f2017PolkCityGuide.pdf.

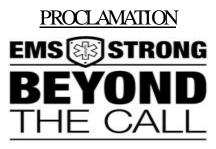
Qualifications include four year college degree in public or business administration or related field and 3 to 5 years of experience in a public sector management position, with experience emphasizing city finance & budgeting, community development & land-use planning, and strategic planning. Master's degree preferred.

Application materials requested include: cover letter, resume, salary history, and five work related references. Applications will be accepted until the position has been filled with the first review of applications on June 5, 2019. Please submit application materials to polkcityapps2019@gmail.com.



Search Contact:

Brent Hinson
Hinson Consulting, LLC
hinsonconsultingllc@gmail.com
641-373-2535



WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, emergency medical services has grown to fill a gap by providing important, out of hospital care, including preventative medicine, follow-up care, and assess to telemedicine; and

WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week.

NOW, THEREFORE, I, Jason Morse, Mayor of Polk City, Iowa, in recognition of this event do hereby proclaim the week of May 19-25, 2019, as **EMERGENCY MEDICAL SERVICES WEEK**.

Dated this 13th day of May 2019.

Jason Morse, Mayor



PROCLAMATION



WHEREAS, the Congress and the President of the United States have designated Wednesday, May 15, 2019 as Peace Officers Memorial Day, and the week in which it falls as National Police Week to honor the service and sacrifice of those law enforcement officers that risk their lives to protect our communities and safeguard our democracy; and

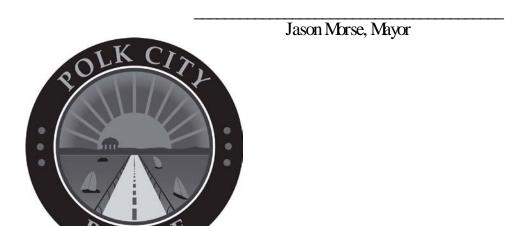
WHEREAS, there are approximately 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the law enforcement agency of the City of Polk City, whom play an essential role in safeguarding the rights and freedoms of the citizens of Polk City, Iowa; and

WHEREAS, it is important that all citizens know and understand the responsibilities, duties, hazards and sacrifice of their law enforcement officers;

WHEREAS, the members of the Police Department in Polk City, Iowa, serve the people by safeguarding life and property, protect them against violence and disorder, and provide a vital public service.

NOW, THEREFORE, I, Jason Morse, Mayor of Polk City, Iowa, do hereby recognize the week of May 12-18, 2019 as **NATIONAL POLICE WEEK** in Polk City Iowa, and publicly salute the service of law enforcement officers in our community and in communities across the nation. I urge all citizens to recognize these officers' faithful and loyal devotion to their responsibilities.

Dated this 13th day of May 2019



PROCLAMATION



WHEREAS, Public Works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of Polk City, Iowa; and

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professional, who are engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation's transportation, water supply, water treatment, and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

WHEREAS, it is in the public interest for citizens of all ages and civic leaders in Polk City, Iowa to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities; and

WHEREAS, the year 2019 marks the 59th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now.

NOW, THEREFORE, I, Jason Morse, Mayor of Polk City, Iowa, do hereby designate the week of May 19-25, 2019 as **NATIONAL PUBLIC WORKS WEEK** in Polk City Iowa, and I urge all citizens to pay tribute to our public works professionals, engineers, managers and employees by recognizing the substantial contributions they make to protecting our national health, safety, and quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Polk City, Iowa to be affixed this 13th day of May 2019.

Jason Morse, Mayor	



City of Polk City, Iowa

City Council Agenda Communication

Date: May 7, 2019

To: Mayor & City Council

From: Mike Schulte

Subject: 2019 City Wide Clean-Up Report

BACKGROUND: The City-Wide Clean-Up event was held on April 27, 2019. Over 180,000 pounds were collected at the curbside and 3 roll-off containers were filled with appliances. We also collected a full container of tires this year along with 300 gallons of used oil and 1560 pounds of batteries.

ALTERNATIVES: N/A

FINANCIAL CONSIDERATIONS: Ankeny Sanitation charged us 63.5 hours plus disposal expenses totaling \$13,001.78 plus the expense of 3 roll-off containers totaling \$495.00. Public Works had 5 employees working approximately 25 hours surrounding the event with an estimated cost of \$925.00 for a combined expense of \$14,421.78.

RECOMMENDATION: N/A