

Agenda
Notice of Meeting
Polk City | City Council

TUESDAY May 28, 2019 | 6:00 pm

City Hall | Council Chambers

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

Tentative Meeting Agenda

Jason Morse | Mayor

Jeff Walters | Pro Tem

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

1. Call to Order

2. Roll Call

3. Approval of Agenda

4. Public Hearings

- a. East Grimes Street and Deer Haven Street Intersection Repairs Project
 - i. Resolution 2019-43 awarding contract
 - ii. Resolution 2019-44 approving contract and bond
- b. Budget Amendment FY 18/19
 - i. Resolution 2019-36 approving the Budget Amendment
- c. Development Agreement with MJR Development and Polk County
 - i. Resolution 2019-49 approving the development agreement

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 May 13, 2019
- b. City Council Work Session Meeting Minutes for May 13, 2019
- c. Receive and file the P&Z Meeting Minutes for May 20, 2019
- d. Claims listing dated May 28, 2019
- e. April 2019 Finance Report
- f. Appointment of Stephanie Campbell to the Parks Commission for a term expiring December 31, 2022
- g. Twelve months High Proof Brew Pub Liquor License for Fenders effective July 14, 2019
- h. Resolution 2019-42 approving a Lot Tie Agreement for Morse 2018 Trust
- i. Twelve-month Tobacco Permit for Casey's Store # 1144 effective July 1, 2019
- j. Twelve-month Tobacco Permit for Fareway Store #137 effective July 1, 2019
- k. Twelve-month Tobacco Permit for Tournament Club of Iowa effective July 1, 2019
- l. Resolution 2019-47 accepting donation of flashlights and charging bank from PCPOA to the Police Department

7. Business Items

- a. Resolution 2019-41 authorizing contract with Aureon Technology for managed IT services
- b. Resolution 2019-45 approving the amended Site Plan for Beautiful Savior Lutheran Church
- c. Resolution 2019-46 approving the amended Site Plan for Lakeside Fellowship Church

d. Resolution 2019-48 approving the Preliminary Plat for Bridgeview Plat 2

8. Reports & Particulars

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

9. Adjournment

--next meeting date June 10, 2019

TABULATION OF BIDS

East Grimes Street & Deer Haven Street Intersection Repairs Project
 City of Polk City
 Project No. 118.1106
 Bid Date/Time: May 16, 2019 at 10:00 AM

ITEM	DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		1 ALLIANCE CONSTRUCTION GROUP LLC		2 CON-STRUCT INC.		3 CALIBER CONCRETE LLC		4 CONCRETE PROFESSIONALS		5 ABSOLUTE CONCRETE		6 TK CONCRETE, INC.		7 MNM CONCRETE SPECIALIST	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
EARTHWORK																			
2.1	Topsoil, On-Site	CY	80	\$ 20.00	\$ 1,600.00	\$ 33.00	\$ 2,640.00	\$ 50.00	\$ 4,000.00	\$ 38.94	\$ 3,115.20	\$ 14.85	\$ 1,188.00	\$ 21.00	\$ 1,680.00	\$ 31.50	\$ 2,520.00		\$ -
2.2	Excavation, Class 10	CY	35	\$ 40.00	\$ 1,400.00	\$ 29.00	\$ 1,015.00	\$ 120.00	\$ 4,200.00	\$ 24.44	\$ 855.40	\$ 35.20	\$ 1,232.00	\$ 91.00	\$ 3,185.00	\$ 80.00	\$ 2,800.00		\$ -
2.3	Subgrade Preparation	SY	950	\$ 5.00	\$ 4,750.00	\$ 4.50	\$ 4,275.00	\$ 5.00	\$ 4,750.00	\$ 5.81	\$ 5,519.50	\$ 2.75	\$ 2,612.50	\$ 4.00	\$ 3,800.00	\$ 4.00	\$ 3,800.00		\$ -
STREETS AND RELATED WORK																			
7.1	Pavement, PCC, 6-Inch Continuously Reinforced	SY	870	\$ 65.00	\$ 56,550.00	\$ 51.50	\$ 44,805.00	\$ 50.00	\$ 43,500.00	\$ 66.94 (1)	\$ 58,237.80	\$ 53.65	\$ 46,675.50	\$ 60.00	\$ 52,200.00	\$ 58.50	\$ 50,895.00		\$ -
7.2	PCC Pavement Samples and Testing	LS	1	\$ 750.00	\$ 750.00	\$ 1,600.00	\$ 1,600.00	\$ 1,000.00	\$ 1,000.00	\$ 5,067.37	\$ 5,067.37	\$ 1,650.00	\$ 1,650.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00		\$ -
7.3	Removal of Sidewalk	SY	53	\$ 20.00	\$ 1,060.00	\$ 16.00	\$ 848.00	\$ 20.00	\$ 1,060.00	\$ 6.42	\$ 340.26	\$ 16.35	\$ 866.55	\$ 33.00	\$ 1,749.00	\$ 20.00	\$ 1,060.00		\$ -
7.4	Sidewalk, PCC, 6-Inch	SY	53	\$ 55.00	\$ 2,915.00	\$ 72.00	\$ 3,816.00	\$ 60.00	\$ 3,180.00	\$ 74.28	\$ 3,936.84	\$ 184.00	\$ 9,752.00	\$ 200.00	\$ 10,600.00	\$ 95.00	\$ 5,035.00		\$ -
7.5	Detectable Warnings	SF	64	\$ 50.00	\$ 3,200.00	\$ 40.00	\$ 2,560.00	\$ 40.00	\$ 2,560.00	\$ 27.69	\$ 1,772.16	\$ 29.70	\$ 1,900.80	\$ 48.00	\$ 3,072.00	\$ 40.00	\$ 2,560.00		\$ -
7.6	Removal of Pavement	SY	870	\$ 10.00	\$ 8,700.00	\$ 12.00	\$ 10,440.00	\$ 20.00	\$ 17,400.00	\$ 8.03	\$ 6,986.10	\$ 17.35	\$ 15,094.50	\$ 13.00	\$ 11,310.00	\$ 12.50	\$ 10,875.00		\$ -
TRAFFIC CONTROL																			
8.1	Temporary Traffic Control	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 3,450.00	\$ 3,450.00	\$ 4,000.00	\$ 4,000.00	\$ 1,949.85	\$ 1,949.85	\$ 7,480.00	\$ 7,480.00	\$ 3,450.00	\$ 3,450.00	\$ 5,000.00	\$ 5,000.00		\$ -
SITE WORK AND LANDSCAPING																			
9.1	and Mulching, Type 1	AC	0.07	\$ 15,000.00	\$ 1,050.00	\$ 30,000.00	\$ 2,100.00	\$ 33,000.00	\$ 2,310.00	\$ 6,551.57	\$ 458.61	\$ 33,000.00	\$ 2,310.00	\$ 15,000.00	\$ 1,050.00	\$ 25,000.00	\$ 1,750.00		\$ -
9.2	Filter Sock, 6-Inch	LF	365	\$ 2.00	\$ 730.00	\$ 2.50	\$ 912.50	\$ 3.00	\$ 1,095.00	\$ 2.22	\$ 810.30	\$ 2.75	\$ 1,003.75	\$ 5.00	\$ 1,825.00	\$ 7.50	\$ 2,737.50		\$ -
9.3	Filter Sock, Removal	LF	365	\$ 1.00	\$ 365.00	\$ 1.00	\$ 365.00	\$ 1.00	\$ 365.00	\$ 0.84 (2)	\$ 306.60	\$ 1.10	\$ 401.50	\$ 1.00	\$ 365.00	\$ 2.50	\$ 912.50		\$ -
MISCELLANEOUS																			
11.1	Mobilization	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 6,200.00	\$ 6,200.00	\$ 4,000.00	\$ 4,000.00	\$ 8,191.50	\$ 8,191.50	\$ 9,200.00	\$ 9,200.00	\$ 6,513.00	\$ 6,513.00	\$ 15,000.00	\$ 15,000.00		\$ -
11.2	Concrete Washout	LS	1	\$ 500.00	\$ 500.00	\$ 450.00	\$ 450.00	\$ 1,500.00	\$ 1,500.00	\$ 1,064.25	\$ 1,064.25	\$ 315.00	\$ 315.00	\$ 400.00	\$ 400.00	\$ 1,000.00	\$ 1,000.00		\$ -
TOTAL BID:				\$ 96,070.00		\$ 85,476.50		\$ 94,920.00		(3) \$ 98,611.74		\$ 101,682.10		\$ 103,699.00		\$ 108,445.00		(4) \$ -	
BID SECURITY:						10%		10%		10%		10%		10%		10%			

Notes

- 1) Extended bid price was incorrectly listed as \$57,802.80. Does not affect bid result.
- 2) Extended bid price was incorrectly listed as \$306.30. Does not affect bid result.
- 3) Total bid price was incorrectly listed as \$98,176.74. Does not affect bid result.
- 4) Proposal was formally withdrawn by bidder.



May 21, 2019

Honorable Mayor and City Council
City of Polk City
P.O. Box 426
Polk City, Iowa 50226

RE: REPORT OF BIDS AND RECOMMENDATION OF AWARD OF CONTRACT
EAST GRIMES STREET & DEER HAVEN STREET INTERSECTION REPAIRS
PROJECT

Dear Honorable Mayor and City Council:

The bid letting for the above referenced project was held by on Thursday, May 16, 2019, and produced seven bidders. The bids ranged from a low of \$85,476.50 to a high of \$108,445.00. The low bid is 12% below the engineer's estimate of \$96,070.00 for construction without contingencies.

One bid proposal had a significant error in a unit price. The bidder was contacted for clarification regarding the unit price on May 17, 2019, and he determined to withdraw his bid proposal. This written request to withdraw his bid proposal was emailed to me on May 19, 2019.

The low bidder was Alliance Construction Group LLC of Grimes, Iowa. It is my judgment this is the lowest responsive, responsible bid. It is our recommendation the City of Polk City accept the bid.

We will be in attendance at the council meeting on May 28, 2019. Please feel free to contact me if you have any questions or need additional information prior to the council meeting.

Sincerely,

SNYDER & ASSOCIATES, INC.

A handwritten signature in blue ink that reads 'John W. Haldeman'.

John W. Haldeman, P.E.
Project Manager

Enclosure (Bid Tabulation)

cc: Don Sandor, City of Polk City
Mike Schulte, City of Polk City
Kathleen Connor, Snyder & Associates, Inc.

_____ introduced the following resolution entitled
“**RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT**” and moved that
the same be adopted. _____ seconded the motion to adopt. The roll was called and
the vote was:

AYES: _____

NAYES: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION NO. 2019-43
RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF POLK CITY,
IOWA:**

Section 1. That the following bid for the construction of certain public improvements described in general as the East Grimes Street and Deer Haven Street Intersection Repairs Project, described in the plans and specifications heretofore adopted by this Council on May 28, 2019, be and is hereby accepted, the same being the lowest responsible bid received for said work, as follows:

Contractor: _____ Alliance Construction Group, LLC _____

_____ 3000 SE Grimes Blvd, Suite 800, Grimes, Iowa, 50111 _____

Amount of bid: _____ \$85,476.50 _____

Portion of project: All Construction Work

Section 2. That the Mayor and Clerk are hereby directed to execute contract with the contractor for the construction of said public improvements, said contract not to be binding on the City until approved by this Council.

PASSED AND APPROVED, this 28th day of May 2019.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk

_____ introduced the following resolution entitled “**RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND**” and moved that the same be adopted. _____ seconded the motion to adopt. The roll was called and the vote was:

AYES: _____

NAYES: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION NO. 2019-44

RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF POLK CITY, IOWA:

Section 1. That the following bid for the construction of certain public improvements described in general as the East Grimes Street and Deer Haven Street Intersection Repairs Project, described in the plans and specifications heretofore adopted by this Council on May 28, 2019, be and is hereby accepted, the same being the lowest responsible bid received for said work, as follows:

Contractor: _____ Alliance Construction Group LLC

_____ 3000 SE Grimes Blvd, Suite 800, Grimes, Iowa, 50111

Date of contract: _____

Bond surety: _____

Date of bond: _____

Portion of project: All construction Work

PASSED AND APPROVED, this 28th day of May 2019.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk

ITEMS TO INCLUDE ON AGENDA

CITY OF POLK CITY, IOWA

May 28, 2019

6:00 P.M.

Whitetail Ridge Residential Urban Renewal Plan

- Public hearing on the proposal to enter into a Development Agreement with Polk County, Iowa and MJR Developments, L.L.C.
- Resolution approving and authorizing execution of a Development Agreement by and among the City of Polk City; 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 at least 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.

May 28, 2019

The City Council of the City of Polk City in the State of Iowa, met in _____ session, in the Council Chambers, City Hall, 112 3rd Street, Polk City, Iowa, at 6:00 P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the proposal to approve and authorize execution of a Development Agreement by and among the City of Polk City; Polk County, Iowa; and MJR Developments, L.L.C., and that notice of the proposed action by the Council to enter into said Agreement had been published pursuant to the provisions of Section 364.6 of the City Code of Iowa.

The Mayor then asked the Clerk whether any written objections had been filed by any City resident or property owner to the proposed action. The Clerk advised the Mayor and the Council that _____ written objections had been filed. The Mayor then called for oral objections and _____ were made. Whereupon, the Mayor declared the time for receiving oral and written objections to be closed.

(Attach here a summary of objections received or made, if any)

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BY AND AMONG THE CITY OF POLK CITY; POLK COUNTY, IOWA; AND MJR DEVELOPMENTS, L.L.C.", and moved:

- that the Resolution be adopted.
- to defer action on the Resolution and the proposal to the meeting to be held at _____ .M. on the _____ day of _____, 2019, at this place.

Council Member _____ seconded the motion. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. 2019-49

RESOLUTION APPROVING AND AUTHORIZING
EXECUTION OF A DEVELOPMENT AGREEMENT BY AND
AMONG THE CITY OF POLK CITY; POLK COUNTY, IOWA;
AND MJR DEVELOPMENTS, L.L.C.

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 from 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 authorize cities to make grants for economic development 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 Chapters, 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 any or all of the factors set forth in Chapter 15A, to wit:

- a. Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.
- b. Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes or which generate tourism-related activities.
- c. Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.
- d. Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds; and

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to approve and authorize execution of the Agreement and has considered the extent of objections received from residents or property owners as to said proposed Agreement; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That the performance by the City of its obligations under the Agreement, including but not limited to receiving and using the LMI portion of the Tax Increments generated by construction of the Minimum Improvements under the terms set forth in the Agreement, be and is hereby declared to be 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.

Section 2. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed.

PASSED AND APPROVED this 28th day of May, 2019.

Mayor

ATTEST:

City Clerk

CERTIFICATE

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 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 meeting 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 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 Council 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 Council hereto affixed this _____ day of _____, 2019.

City Clerk, City of Polk City, State of Iowa

(SEAL)

MEETING MINUTES
The City of Polk City
City Council Meeting
6:00 p.m., Monday, May 13, 2019
City Hall

Polk City, City Council held a meeting at 6:00 p.m., on May 13, 2019. The Agenda was posted at the City Hall office as required by law. **These tentative minutes reflect all action taken at the meeting.**

<p>Mayor and City Council Members Present: 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</p>	<p>Staff Members Present: Don Sandor Interim City Administrator Lindsey Huber Assistant City Administrator/Finance Director Jenny Gibbons City Clerk Amy Beattie City Attorney Kathleen Connor City Engineering Representative Trace Kendig Police Chief Jim Mitchell Fire Chief Mike Schulte Public Works Director Jamie Noack Library Director</p>
--	--

1. **Call to Order** / Mayor Morse called the meeting to order at 6:00 p.m.
2. **Roll Call** / Dvorak, Vogel, Walters, Anderson, Sarchet | In attendance
3. **Approval of Agenda**
MOTION: A motion was made by Sarchet and seconded by Walters to approve the meeting agenda.
MOTION CARRIED UNANIMOUSLY
4. **Presentations**
 - a. Catch Des Moines annual update – Greg Edwards
 - b. Tree City USA annual presentation – Ken Morse
5. **Public Comments** | None
6. **Consent Items**
MOTION: A motion was made by Sarchet and seconded by Walters to approve the amended consent agenda 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
 - j. 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
 - l. 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**MOTION CARRIED UNANIMOUSLY**
7. **Business Items**

- a. **MOTION:** A motion was made by Sarchet and seconded by Anderson to approve Resolution 2019-34 approving Snyder & Associates March 2019 invoice in the amount of \$25,735.05
YES: Sarchet, Dvorak, Vogel, Anderson
ABSTAIN: Walters
MOTION CARRIED
- b. Big Creek Valley Plat 1
- i. **MOTION:** A motion was made by Sarchet and seconded by Vogel to approve Resolution 2019-40 accepting off-site easements needed for BCV
MOTION CARRIED UNANIMOUSLY
- ii. **MOTION:** A motion was made by Dvorak and seconded by Vogel to approve Resolution 2019-39 approving construction drawings for public improvements for Big Creek Valley Plat 1
MOTION CARRIED UNANIMOUSLY
- c. **MOTION:** A motion was made by Dvorak and seconded by Sarchet to approve the 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
MOTION CARRIED UNANIMOUSLY
- i. **MOTION:** A motion was made by Walters and seconded by Vogel to approve waiving the second and third readings and to adopt Ordinance 2019-600
MOTION CARRIED UNANIMOUSLY
- d. **MOTION:** A motion was made by Sarchet and seconded by Walters to approve Resolution 2019-37 approving advertisement for a city manager
MOTION CARRIED UNANIMOUSLY

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

Mayor proclaimed the week of May 12-18 National Police Week and the week of May 19-25th as National Emergency Medical Services Week and National Public Works Week in Polk City, Iowa.

- Fire Chief Mitchell reminded everyone the annual Papa Pizza delivery and smoke detector check is Tuesday May 14, 2019.
- Police Chief Kendig reported on the successful 2nd Annual PCPOA Gala. Over \$15,000 was raised for the association and he thanked his wife for making the event such a success and acknowledge that she does all the hard work. Kendig said the money raised will be utilized to support the K9 program and fund scholarships for North Polk graduates entering the criminal justice field.
- Public Works Director, Schulte mentioned that preliminary work was being done at the 3rd and Bridge intersection to prepare for the next step in the signalization project.
- Snyder Engineering Representative, Conner said that Justin Jackson received notification that the poles are estimated to be here around June 7th and without further delays with the flooding from the Plat River, the signals should be active sometime after July 4th. Conner reported that Crossroads Plat 2 will start paving this week, weather permitting, and will more than likely begin on the east side of the development ending at the intersection at Bridge.
- Council Member Vogel thanked the Police Department Staff for doing a great job getting the community to rally behind them and the K9 program and making the Gala a great event. Vogel also thanked the Fire Department Staff for putting on the fun community event delivering pizza's and checking smoke detectors for residents.
- Council Member Sarchet thanked Public Works Director Schulte for providing details including financials from the annual clean up event. Sarchet talked about the State Legislation regarding property taxes and noted that a 3/2 vote on the budget would be required for anything over 2% in the budget, but the deadline to file budgets were extended to the end of March. Sarchet also mentioned that it seemed the erroneous parts of the bill were removed, and it resulted in merely a change in rhetoric.
- Interim City Administrator, Sandor reported on a meeting with Kimberly development and the bonding attorneys to discuss the development agreement and resolved a lot of issues. Kimberly will be providing a breakdown of numbers by phases and that a development agreement with Kimberly should be brought forward for action within 3-4 weeks.
- Mayor Morse thanked Chief Mitchell for hosting Tim Cory's retirement recognition from the Fire Department. Mayor appreciated the opportunity to be there as both current Mayor and former Chief. He said it was neat to have five FD Chiefs in the same room. Mayor attended the DC annual partnership trip and reported the common theme he heard was that Don Sandor is a Rockstar and very well respected in the metro. Several people commented that

Sandor was a good hire, and good for the city, lots of nice complaints and it was a very productive couple of days.
Mayor also welcomed Amy Beattie back.

9. Adjournment

MOTION: A motion was made by Anderson to adjourn 6:55 p.m.

MOTION CARRIED UNANIMOUSLY

Next Meeting Date – TUESDAY, May 28, 2019 at 6:00 p.m.

Jason Morse, Mayor

Attest

Jenny Gibbons, City Clerk

MEETING MINUTES
The City of Polk City
Work Session
5:00 p.m., Monday, May 13, 2019
City Hall Council Chambers

A Council Work Session was held on May 13, 2019 at 5:00 p.m. at City Hall in Polk City, Iowa.

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

Minutes

Mark Jackson, City Manager for Story City, Iowa and Hinson consultant, reviewed the search process. The advertisement approval is on the Council Agenda for tonight, May 13, 2019 at 6 p.m. Once the advertisement is approved, Hinson will send out email communication to several potential candidates that have expressed interest in the position along with other posting outlets.

Key dates were discussed;

June 5, application deadline

June 10, Council Work Session to discuss a pool of 8-10 candidates and determine top 4 with an alternate selection

July 11, panel interviews

Announcement details, compensation package, advertising and future steps were also discussed.

Don Sandor, Interim City Administrator, Polk City, Iowa discussed the advertisement wording change that is before Council tonight on the Meeting agenda.

Adjournment – Meeting Adjourned at 5:49 p.m.

Jason Morse, Mayor

Jenny Gibbons, City Clerk

MEETING MINUTES
The City of Polk City
Planning and Zoning Commission
6:00 p.m., Monday, May 20, 2019
City Hall

Polk City, Planning and Zoning Commission (P&Z) held a meeting at 6:00 p.m., on May 20, 2019. The Agenda was posted at the City Hall office as required by law. **These tentative minutes reflect all action taken at the meeting.**

<p><u>P&Z Commission Members Present:</u> Doug Ohlfest Chair Dennis Dietz Pro Tem Ron Hankins P&Z Commission Member Deanna Triplett P&Z Commission Member Justin Vogel P&Z Commission Member</p> <p><u>P&Z Commission Members Absent:</u> Krista Bowersox P&Z Commission Member Doug Sires P&Z Commission Member</p>	<p><u>Staff Members Present:</u> Don Sandor Interim City Administrator Kathleen Connor City Engineering Representative Becky Leonard Deputy City Clerk</p> <p><u>Additional Attendees:</u> Rob Sarchet Councilmember</p>
---	--

1. **Call to Order** | Chair Ohlfest called the meeting to order at 6:00p.m.
2. **Roll Call** | Hankins, Triplett, Dietz, Ohlfest, Vogel | In attendance
 Bowersox, Sires | Absent
3. **Approval of Agenda**
MOTION: A motion was made by Dietz and seconded by Triplett to approve the agenda.
MOTION CARRIED UNANIMOUSLY
4. **Audience Items** | No discussion items
5. **Approval of Meeting Minutes**
MOTION: A motion was made by Dietz and seconded by Hankins to approve the March 18, 2019 meeting minutes.
MOTION CARRIED UNANIMOUSLY
6. **Beautiful Savior Lutheran Church**
 Matt Boelman was in attendance on behalf of North Polk United Soccer Board and presented the amended site plan for Beautiful Savior Lutheran Church. Boelman shared he previously came before the Commission a couple years ago when he presented the amended site plan for Lakeside Fellowship Church in providing irrigation, field restoration and seeding to an area of land the church designated for soccer field space. Beautiful Savior approached him to do something similar for a soccer field at their location. The work will occur in stages to lessen the impact. They plan to kill off a portion of the field that is weeds and undesirable grass and reshape the field without changing the slope and watershed. Erin Ollendike with CDA was enlisted to submit the plan to ensure requests from the City were met. The process will take place in three phases starting with the north half of the field so less than 1 acre will be disturbed and to stay within the SWPP requirements. They plan to start renovating the area once approval is given with light grading and tilling, reshaping to a level surface and then seeding the area with soccer play to begin this time next year.

Commission Comments

- Asked if there would be temporary toilets as provided when the soccer field was added to Lakeside Fellowship and Boelman confirmed there will be a unit there.
- Boelman advised they will have minimal impact to the church regarding equipment and additional dirt that may be brought in and the area will be roped off. Boelman doesn't expect it to be a long process and hopes to complete the project in 4 – 5 days if the conditions are ideal.

- Asked if the phases will be independent of each other. Due to limited space, they are proceeding with the phased approach
- Good use of the area and location
- Believes these steps will be an improvement

Engineer Comments

City Engineering Representative Connor stated the only outstanding comment was to ensure the Church approved so the site plan didn't proceed without the approval of the property owner which was received. In addition, notes were added to call out that the space is for one soccer field would only due to limited amount of parking.

MOTION: A motion was made by Hankins and seconded by Vogel on the recommendation to Council to approve the Amended Site Plan for Beautiful Savior Lutheran Church subject to the recommendation and comments in the Engineer Memo dated January 16,2019.
MOTION CARRIED UNANIMOUSLY

7. **Lakeside Fellowship Church**

Chair Ohlfest disclosed that he had a conflict with this agenda item since he is a member and elder of Lakeside Fellowship church and turned the meeting over to Pro Tem Dietz to facilitate the discussion.

Jason McIlravy with Lakeside Fellowship was in attendance and presented the proposed amended site plan.

- Plantings would take place in two road ditches and west of the driveway and drainage to the west
- Erosion problems prompted the church to look at options
- Prairie plantings will consist of a mix of grass and forbs plants with a variety of color that will change throughout the year as the different plants bloom
- Road ditch will have a different seed mix and not exceed 3-foot tall
- Prairie plantings can take several years to get established

Engineer Comments

City Engineering Representative Connor stated all concerns have been addressed. She recommended adding language in the Resolution for Council approval that if the plantings aren't established in a certain amount of time, Council will have the ability to direct them to mow.

Commission Comments

- Prairie plantings have been successful in some areas and unsuccessful in others
- The Commission agreed they want language included in the Resolution to allow the City to require mowing if the area becomes unsightly.

MOTION: A motion was made by Hankins and seconded by Triplett on the recommendation to Council to approve the Amended Site Plan for Lakeside Fellowship church subject to the recommendation and comments in the Engineer Memo dated May 10, 2019; and include language in the Resolution that allows the City to require the area to be mowed if it is deemed unsightly after a specific period of time.

YES: Triplett, Dietz, Vogel, Hankins

ABSTAIN: Ohlfest

MOTION CARRIED

8. **Bridgeview Plat 2**

Tom Wittman, Knapp Properties, presented the Preliminary Plat for Bridgeview Plat 2 which was revised from the version included in the Commission packets.

- Knapp sent the original preliminary plat out to some builders whom they respect and have worked with in the past and asked for feedback. The feedback received indicated the plat should have bigger lots. The PUD concept plan included 50 lots that were 65 to 70-feet wide with 50-foot buildable width; and the feedback was to have a buildable width of 70-feet which pushed the lot size to 86-foot wide
- The revised map now shows a total of 43 lots with 27 with width of 85 – 86-feet wide; and the remaining 16 would be 65 to 70-feet wide.
- Utilities, road alignment and detention areas are the same design as the version depicting 50-lots
- Timing to move forward will depend on pre-sales

- Plan would lend itself to a phased approach depending on pre-sales

Commission Comments

- Would like to see phased approach especially with road development to minimize construction traffic with the preference for traffic to come in from the north vs. south if possible
- Asked for the status of the of the purchase agreements for the outlots with the nearby residents to ensure there aren't any stranded properties. Knapp's attorney prefers to finalize the purchase agreements once the final platting stage is closer.
- Concerned with property owners being responsible to maintain the detention pond/basin on their respective properties and asked if the developer could be required to have a Homeowners Association be responsible. Connor advised that with the current Subdivision Ordinance doesn't give the City authority to require the developer to establish an HOA. Easement documents list who is responsible for maintenance.
- The revised plan was received on Monday, May 23, 2019 and was accepted by the Commission because the revisions were minor with less lots and no impact to the utilities and street locations. The Commission asked that this direction be reflected in the minutes as not to set precedence that revised plans would normally be accepted after the agenda and packets have been published.

Engineer Comments

- Connor reviewed revised plan and didn't have any concerns. The less lots and lower density offers an opportunity to save more trees. The utilities and street layout didn't change.

We did have a late change and the City Engineer felt the changes were minor and did a quick review and the Commission agreed we should accept the late changes and include in tonight's meeting.

MOTION: A motion was made by Hankins and seconded by Triplett on the recommendation to Council to approve the Preliminary Plat Bridgeview Plat 2 subject to the recommendation and comments in the Engineer Memo dated May 20,2019.

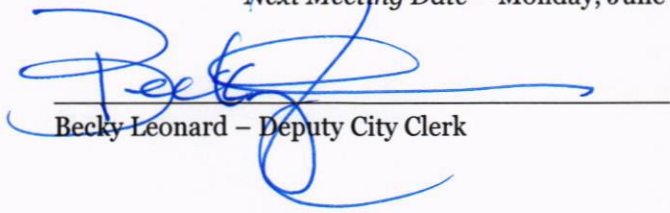
MOTION CARRIED UNANIMOUSLY

9. **Staff Report** | Interim City Administrator, Don Sandor, introduced himself to the Commission and shared that a permanent position is in the works and hopes to have it filled by the first of September. Councilmember Sarchet shared that Sandor has done a great job so far. Sarchet would like the Commission to be involved in any updates to be made to the Subdivision ordinance. Lastly, Sarchet shared that the work the Commission does gets noticed.
10. **Commission Report** | Dietz will miss the June and July meetings.

11. **Adjournment**

MOTION: A unanimous motion was made to adjourn at 6:41p.m.

Next Meeting Date – Monday, June 17, 2019



Becky Leonard – Deputy City Clerk

CLAIMS REPORT

The City of Polk City

For **5/28/2019**

DEPARTMENT	FUND	VENDOR	EXPENSE TYPE	AMOUNT
DS	DEBT SERVICE	BANKERS TRUST	2014 GO CAPITAL LOAN NOTES	\$119,977.50
DS	DEBT SERVICE	BANKERS TRUST	2018 GO CAPITAL LOAN NOTES	\$137,247.50
CH	GENERAL	AUREON TECHNOLOGY	MONTHLY MANAGED BACK-UP	\$1,068.00
CH	GENERAL	BECKY LEONARD	REIMBURSEMENT-MILEAGE	\$43.50
CH	GENERAL	JENNY GIBBONS	REIMBURSEMENT-MTG MEAL/MILEAGE	\$40.04
CH	GENERAL	LINDSEY HUBER	CELL PHONE STIPEND	\$40.00
CH	GENERAL	LINDSEY HUBER	REIMBURSEMENT-MTG MEAL/MILEAGE	\$69.02
CH	GENERAL	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$407.31
CH	GENERAL	MIDLAND POWER CO-OP	STREET LIGHTING	\$207.36
CH	GENERAL	OFFICE OF AUDITOR OF STATE	FILING FEE FOR FY18 AUDIT	\$425.00
CIVIL DEFENSE	GENERAL	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$105.80
COMM BLDG	GENERAL	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$10.17
COUNCIL	GENERAL	ROBERT SARCHET	REIMBURSEMENT 2018-19 MILEAGE	\$381.60
FD	GENERAL	CUSTOM AWARDS & EMBROIDERY INC	AWARDS PLAQUES PLATES 2018	\$34.00
FD	GENERAL	DES MOINES STAMP MFG. CO.	FD LIBRARY STAMP	\$15.50
FD	GENERAL	GALL'S INC.	BADGE	\$72.45
FD	GENERAL	HY-VEE PHARMACY	FLU VACCINES	\$510.00
FD	GENERAL	JIM MITCHELL	CELL PHONE STIPEND	\$40.00
FD	GENERAL	MERCY COLLEGE OF HEALTH SCIENC	EMT CLASS-MEINERS	\$900.00
FD	GENERAL	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$237.39
FD	GENERAL	VERIZON WIRELESS	PHONE AND DATA PLAN	\$345.12
FD	GENERAL	VERIZON WIRELESS	MONTHLY LIFEPAK	\$17.04
FD	GENERAL	WEX	FUEL	\$897.27
LIB	GENERAL	AMAZON	BOOKS	\$2,114.82
LIB	GENERAL	BAKER & TAYLOR	BOOKS	\$35.74
LIB	GENERAL	MICROMARKETING, LLC	BOOKS ON CD	\$39.99
LIB	GENERAL	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$343.77
PARKS	GENERAL	CITY LAUNDERING	SPORTS COMPLEX-ICE PACKS	\$68.16
PARKS	GENERAL	GOODE GREENHOUSE	TOWNSQUARE PLANTS	\$176.02
PARKS	GENERAL	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$415.58
PARKS	GENERAL	TOTAL QUALITY INC.	LAWNCARE	\$330.00
PD	GENERAL	CANINE TACTICAL	K9 TRAINING/OVERNIGHT/FOOD	\$272.75
PD	GENERAL	HY-VEE PHARMACY	FLU VACCINES	\$90.00
PD	GENERAL	JEREMY SIEPKER	CELL PHONE STIPEND	\$40.00
PD	GENERAL	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$237.40
PD	GENERAL	NELSON AUTOMOTIVE	UNIT 23-OIL CHANGE	\$46.87
PD	GENERAL	TRACE KENDIG	CELL PHONE STIPEND	\$40.00
PD	GENERAL	WEX	FUEL	\$2,019.49
PW	GENERAL	MENARDS	SUPPLIES	\$441.04
PW	GENERAL	VERIZON WIRELESS	PHONE AND DATA PLAN	\$418.00
PW	GENERAL	WEX	FUEL	\$1,269.93
STREET	GENERAL	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$3,971.89
STREET	GENERAL	MIDLAND POWER CO-OP	STREET LIGHTING	\$204.78
ROAD	ROAD	CONTECH ENGINEERED SOLUTIONS	JESTER PARK DR-CULVERT END	\$132.00
ROAD	ROAD	D & K PRODUCTS	ROUND-UP	\$426.00
ROAD	ROAD	LOGAN CONTRACTORS SUPPLY	OPERATING SUPPLIES	\$644.00
ROAD	ROAD	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$105.29
ROAD	ROAD	POLK COUNTY HEATING & COOLING	DITCHING JESTER PARK DR	\$1,500.00
SEWER	SEWER	ANKENY HARDWARE	KEYS	\$9.96
SEWER	SEWER	CENTRAL IOWA TELEVISION	TELEVISION TWELVE OAKS DR	\$1,400.00
SEWER	SEWER	CITY LAUNDERING	FIRST AID SUPPLIES	\$32.71
SEWER	SEWER	HY-VEE PHARMACY	FLU VACCINES	\$30.00
SEWER	SEWER	KIMBALL MIDWEST	SUPPLIES	\$299.52
SEWER	SEWER	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$1,972.39
WATER	WATER	CAPITAL CITY EQUIPMENT CO.	SKIDLOADER SUPPLIES	\$1,035.92
WATER	WATER	CHR TIRE AND AUTO	2008 PICKUP REPAIRS	\$550.29
WATER	WATER	CHR TIRE AND AUTO	2015 PICKUP REPAIRS	\$717.32
WATER	WATER	G & L CLOTHING	WORK CLOTHING	\$149.58
WATER	WATER	HAWKINS INC	CHLORINE	\$581.80
WATER	WATER	KEYSTONE LABORATORIES INC.	WATER TESTING	\$87.50
WATER	WATER	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$1,360.24
WATER	WATER	O'HALLORAN INTERNATIONAL INC	UNIT 405 REPAIRS	\$1,545.01
WATER	WATER	TRUCK EQUIPMENT INC.	REPAIR BOOM TRUCK	\$100.00
TOTAL				\$288,347.33
		DEBT SERVICE		\$257,225.00
		GENERAL		\$18,442.80
		ROAD USE		\$2,807.29
		SEWER		\$3,744.58
		WATER		\$6,127.66
		TOTAL		\$288,347.33



POLK CITY - A City For All Seasons -

Monthly Finance Report

April 30, 2019

City of Polk City
Cash and Investment Reconciliation
All Funds
04/30/2019

Cash Basis Fund Balances	<u>\$ 9,967,919.35</u>
Investments	\$ 4,627,988.01
Grinnell State Bank Business Checking- 0.60%	5,372,999.66
Outstanding Transactions	<u>(33,068.32)</u>
Total	<u>\$9,967,919.35</u>

Summary of Investments

Luana Savings Bank Money Market- 1.81%	\$ 1,611,321.16
Luana Savings Bank Certificate of Deposit- 1.85%	\$ 1,527,878.34
Grinnell State Bank Certificate of Deposit- 2.45%	1,043,400.37
Grinnell State Bank Business Money Market- 1.45%	445,384.14
IPAIT Investment Account	<u>4.00</u>
	\$ 4,627,988.01

**City of Polk City
Cash Balance Summary
04/30/2019**

Fund	Cash Balance March 29, 2019	Revenues	Expenditures	Cash Balance April 30, 2019
General Fund	\$ 3,599,760.39	\$ 986,448.69	\$ 217,288.20	\$ 4,368,920.88
Road Use Tax	109,719.43	18,602.26	37,660.34	\$ 90,661.35
Tax Increment Financing	144,448.89	134,362.85	-	\$ 278,811.74
Low Moderate Income	1,494,079.05	1,122.80	-	\$ 1,495,201.85
PC Comm. Lib Trust	15,847.55	-	-	\$ 15,847.55
Asset Forfeiture	257.50	-	-	\$ 257.50
Debt Service	129,660.17	122,383.29	-	\$ 252,043.46
Capital Improvements	(40,622.71)	-	-	\$ (40,622.71)
Capital Projects Water Project	2,238,460.40	-	-	\$ 2,238,460.40
Water Utility	558,612.84	77,326.09	52,618.56	\$ 583,320.37
Sewer Utility	632,402.56	105,987.95	53,377.55	\$ 685,012.96
Total	<u>\$ 8,882,626.07</u>	<u>\$ 1,446,233.93</u>	<u>\$ 360,944.65</u>	<u>\$ 9,967,919.35</u>

**City of Polk City
Revenue Summary by Fund
04/30/2019**

Fund	2014-15 Actual	2015-16 Actual	2016-17 Actual	2017-18 Actual	2018-19 Budget	As of April 30, 2019	Variance	Percent (1)
General Total	4,277,764.45	5,669,696.18	5,335,202.89	4,650,658.30	4,588,831.00	4,579,010.15	(9,820.85)	100%
Road Use Total	357,044.52	422,393.91	425,317.38	436,103.13	430,000.00	364,576.30	(65,423.70)	85%
TIF Total	329,248.10	361,874.17	205,235.86	300,221.00	336,600.00	321,792.32	(14,807.68)	96%
L.M.I Total	276,204.44	15,431.41	55,242.83	70,839.08	85,651.00	9,696.26	(75,954.74)	11%
PC Comm. Library Trust	-	0.00	0.00	20,000.00	0.00	0.00	-	0%
Asset Forfeiture Total	0.00	0.00	610.00	0.00	0.00	0.00	-	0%
Debt Service Total	15,545.00	271,892.45	137,160.00	136,215.00	324,408.00	300,445.03	(23,962.97)	93%
Capital Improvements Total	10,565.58	2,334,810.55	908,704.56	1,128,651.95	1,659,793.00	1,391,793.00	(268,000.00)	84%
Capital Water Project	-	0.00	0.00	60,000.00	2,961,568.00	2,961,568.80	0.80	100%
Water Total	573,693.18	611,146.22	788,088.93	954,955.00	776,000.00	876,523.47	100,523.47	113%
Sewer Total	2,245,617.33	639,078.61	761,007.40	870,631.50	994,500.00	1,101,891.07	107,391.07	111%
Total Of All Revenues	8,085,682.60	10,326,323.50	8,616,569.85	8,628,274.96	12,157,351.00	11,907,296.40	(250,054.60)	98%

(1) April is 83.3% of the fiscal year

**City of Polk City
Expenditures Report
04/30/19**

Account Title	2014-15 Actual	2015-16 Actual	2016-17 Actual	2017-18 Actual	2018-19 Budget	As of April 30, 2019	Variance	Percent (1)
Police Total	624,209.37	643,613.46	728,089.33	751,430.58	755,669.00	669,567.70	86,101.30	89.11%
Civil Defense Total	5,244.84	6,435.51	7,180.70	4,009.83	5,300.00	4,329.55	970.45	107.97%
Fire Total	409,535.04	465,724.29	456,504.44	479,940.15	766,369.00	670,100.98	96,268.02	139.62%
Building/Housing Total	350,502.01	327,498.79	461,270.52	423,623.74	376,892.00	344,249.23	32,642.77	81.26%
Dog Control Total	649.96	312.48	603.70	1,438.29	2,000.00	1,133.84	866.16	78.83%
Road Use Total	177,432.95	149,997.73	154,726.93	102,308.96	124,984.00	71,848.91	53,135.09	70.23%
Street Lighting Total	50,037.07	60,371.53	55,632.71	52,756.68	60,000.00	41,241.32	18,758.68	78.17%
Other Public Works (Theft)	-	16,455.60	0.00	0.00	0.00	0.00	0.00	0.00%
Env.Health Services Total	2,719.42	111.40	3,627.80	246.25	5,000.00	4,382.00	618.00	1779.49%
Library Total	233,590.26	265,792.84	240,329.49	273,480.58	285,933.00	233,621.54	52,311.46	85.43%
Parks Total	235,941.09	223,617.65	316,853.97	366,446.16	496,093.00	464,252.49	31,840.51	126.69%
Community Center Total	17,270.78	12,302.68	9,948.52	10,034.75	5,400.00	8,323.78	(2,923.78)	82.95%
Economic Development Total	19,252.50	125,000.00	0.00	0.00	0.00	0.00	0.00	0.00%
Mayor Council Total	188,380.18	203,903.88	206,759.19	218,058.58	219,120.00	272,126.03	(53,006.03)	124.79%
Policy Administration	423,236.43	413,582.81	449,960.55	383,042.40	373,269.00	300,826.89	72,442.11	78.54%
Elections	-	1,601.70	0.00	0.00	0.00	0.00	0.00	0.00%
City Attorney Total	25,314.31	60,882.41	58,341.69	42,445.52	56,000.00	57,845.94	(1,845.94)	136.28%
City Hall Total	118,597.03	107,208.09	145,468.76	120,905.77	113,300.00	203,217.89	(89,917.89)	168.08%
Other City Government Total	63,850.95	60,858.86	69,790.51	195,182.76	186,700.00	134,111.24	52,588.76	68.71%
Capital Improvements	-	-	0.00	500,000.00	0.00	0.00	0.00	0.00%
Transfer Total	0	2,606,703.00	1,032,160.00	1,260,230.68	1,100,000.00	832,000.00	268,000.00	66.02%
General Total	2,945,764.19	5,751,974.71	4,397,248.81	5,185,581.68	4,932,029.00	4,313,179.33	618,849.67	160.10%
Road Use Total	310,082.86	347,488.01	294,350.76	674,279.15	477,852.00	421,332.66	56,519.34	88.17%
TIF Total	330,884.71	359,125.48	206,347.94	243,221.00	336,600.00	103,028.69	233,571.31	30.61%
L.M.I Total	43,078.03	6,745.00	0.00	7,294.00	36,000.00	27,512.00	8,488.00	76.42%
PC Comm. Lib Trust Fund Total					8,500.00	4,152.45	4,347.55	48.85%
Asset Forfeiture Total	0.00	0.00	152.50	0.00	0.00	200.00	-200.00	0.00%
Debt Service Total	150,042.45	137,395.00	137,160.00	136,215.00	320,854.00	48,401.57	272,452.43	15.09%
Capital Improvements Total	941,446.57	1,450,384.16	945,265.38	1,129,054.79	1,654,793.00	1,432,415.71	222,377.29	86.56%
Capital Water Project Total					805,000.00	783,108.40	21,891.60	97.28%
Water Total	535,075.87	676,504.07	611,971.91	919,479.44	723,854.00	587,289.28	136,564.72	81.13%
Sewer Total	2,245,810.25	614,973.35	514,735.07	619,795.77	1,177,601.00	1,093,305.84	84,295.16	92.84%
Total Of All Expenses	7,502,184.93	9,344,589.78	7,107,232.37	8,914,920.83	10,473,083.00	8,813,925.93	1,659,157.07	84.16%

(1) April is 83.3% of the fiscal year

City of Polk City
Summary of Funds for Fiscal Year
04/30/19

	Revenues	Expenses	Net Difference (R-E)	Note
General Total	\$4,579,010.15	\$4,313,179.33	\$265,830.82	
Road Use Total	\$364,576.30	\$421,332.66	(\$56,756.36)	Previous fiscal year carryover offsets difference. \$147,417.71
TIF Total	\$321,792.32	\$103,028.69	\$218,763.63	
L.M.I Total	\$9,696.26	\$27,512.00	(\$17,815.74)	Transfer from TIF
PC Library Trust Fund Total	\$0.00	\$4,152.45	(\$4,152.45)	Previous fiscal year carryover offsets difference. \$20,000.00
Asset Forfeiture Total	\$0.00	\$200.00	(\$200.00)	Previous fiscal year carryover offsets difference. \$457.50
Debt Service Total	\$300,445.03	\$48,401.57	\$252,043.46	
Capital Improvements Total	\$1,391,793.00	\$1,432,415.71	(\$40,622.71)	Transfer from GF in May
Capital Water Project Total	\$2,961,568.80	\$783,108.40	\$2,178,460.40	
Water Total	\$876,523.47	\$587,289.28	\$289,234.19	
Sewer Total	\$1,101,891.07	\$1,093,305.84	\$8,585.23	
Total	<u>\$11,907,296.40</u>	<u>\$8,813,925.93</u>	<u>\$3,093,370.47</u>	

Applicant License Application (BB0037360)

Name of Applicant: <u>Fenders Brewing, LLC</u>		
Name of Business (DBA): <u>Fenders Brewing</u>		
Address of Premises: <u>212 West Van Dorn Street</u>		
City <u>Polk City</u>	County: <u>Polk</u>	Zip: <u>50226</u>
Business	<u>(515) 402-7787</u>	
Mailing	<u>3802 NW 4th St</u>	
City <u>Ankeny</u>	State <u>IA</u>	Zip: <u>50023</u>

Contact Person

Name Jason Madison
Phone: (515) 402-7787 Email jason@fendersbrewing.com

Classification Class B Beer (BB) (Includes Wine Coolers)

Term:12 months

Effective Date: 07/14/2019

Expiration Date: 07/13/2020

Privileges:

- Class B Beer (BB) (Includes Wine Coolers)
- Outdoor Service
- Sunday Sales

Status of Business

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

Ownership

Jason Madison

First Name: Jason **Last Name:** Madison
City: Ankeny **State:** Iowa **Zip:** 50023
Position: Owner
% of Ownership: 35.00% **U.S. Citizen:** Yes

Stephen Crann

First Name: Stephen **Last Name:** Crann
City: Ankeny **State:** Iowa **Zip:** 50023
Position: Owner
% of Ownership: 35.00% **U.S. Citizen:** Yes

Insurance Company Information

Insurance Company: <u>Illinois Casualty Co</u>

Insurance Company: ILLINOIS CASUALTY CO

Policy Effective Date:

Policy Expiration

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

RESOLUTION NO. 2019-42

**A RESOLUTION APPROVING THE RECORD OF LOT TIE AGREEMENT FOR
KENNETH DEAN MORSE 2018 TRUST**

WHEREAS, Kenneth Morse as Trustee of the Kenneth Dean Morse 2018 Trust (hereinafter “Owners”) states that he is the owner of Lots 28 and 28 of Woodhaven Plat 1, an official plat now included in and forming a part of the City of Polk City, Polk County Iowa; and

WHEREAS, the City Engineer and the City Attorney have reviewed all necessary legal documents including the record of lot tie agreement permanently tying Lot 28 and 29 of Woodhaven Plat 1 (see exhibit “A”) and recommend approval.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa hereby accepts the recommendations of the City Engineer and the City Attorney and deems it appropriate to approve the Lot Tie Agreement for Kenneth Dean Morse 2018 Trust.

PASSED AND APPROVED the 28th day May 2019.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk

RECORD OF LOT TIE

RE: Lots 28 and 29 of Woodhaven Plat 1, an Official Plat now included in and forming a part of the City of Polk City, Polk County, Iowa.

WHEREAS, the City Council of Polk City approved a Final Plat for Woodhaven Plat 1, an official plat now included in and forming a part of the City of Polk City, Polk County, Iowa which created Lots 28 and 29 of said plat; and

WHEREAS, Kenneth Dean Morse 2018 Trust (hereinafter referred to as "Owner") is the owner of said Lots 28 and 29; and

WHEREAS, it is the desire of the City of Polk City and Owner to permanently consolidate said Lots 28 and 29 into one parcel for the purpose of constructing one detached single-family residence on the combined parcel and to put on notice any future purchaser of the restrictions to be placed upon the properties.

NOW, THEREFORE, the following agreement is made:

Kenneth Dean Morse 2018 Trust, owner of Lots 28 and 29, Woodhaven Plat 1, an official plat now included in and forming a part of the City of Polk City, Polk County, Iowa, does hereby impose the following restrictions:

1. That lot 28, Woodhaven Plat 1 is now one part and parcel with Lot 29, Woodhaven Plat 1 (hereinafter referred to as "Properties"): and
2. That no portion of said Properties shall be transferred, sold, or conveyed independent of the remainder of the Properties, without the approval of the City Council, upon recommendation of the Planning and Zoning Commission, of the City of Polk City, Iowa.

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


1. AGREEMENT RUNS WITH LAND. This Agreement shall be deemed to run with the land and shall be binding on Owner and on Owner's heirs, successors and assigns.
2. APPROVAL BY CITY COUNCIL. This Agreement shall not be binding until it has received the final approval and acceptance by the City Council of Polk City by Resolution which approval and acceptance shall be noted on this Agreement by the City Clerk.

Owner does HEREBY COVENANT with the City of Polk City that Owner holds said real estate described in this Agreement by title in fee simple; that Owner has good and lawful authority to convey the same; and said Owner covenants to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Agreement.

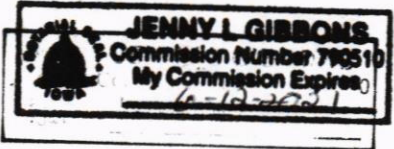
SIGNED on this 28th day of May 2019.

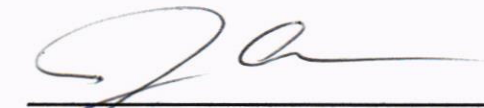
Property Owner:


Kenneth Morse, Trustee

STATE OF IOWA, COUNTY OF POLK, ss:

On this 20 day of May, 2019 before me, the undersigned, a Notary Public in and for the said State, personally appeared Kenneth Morse to me known to be the persons named in and who executed the foregoing instrument to which is attached; and acknowledged that they executed the instrument as his voluntary act and deed.




Notary Public in and for the State of Iowa

THE BOARD OF THE STATE OF TEXAS

MEMORANDUM FOR THE BOARD OF THE STATE OF TEXAS

RE: [Illegible Title]

1. [Illegible text]

THE BOARD OF THE STATE OF TEXAS

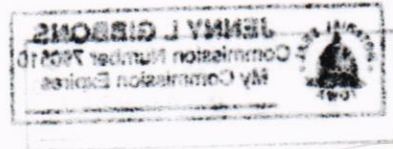
Respectfully,
[Illegible Name]

[Illegible Signature]

STATE OF TEXAS

In the [Illegible] of [Illegible] County, Texas, this [Illegible] day of [Illegible] 19[Illegible], the undersigned, a Notary Public in and for the State of Texas, personally appeared [Illegible] known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Notary Public in and for the State of Texas



ACCEPTANCE BY CITY

STATE OF IOWA)
) ss:
COUNTY OF POLK)

I, Jenny Gibbons, City Clerk of the City of Polk City, Iowa, do hereby certify that the within and foregoing Agreement was duly approved and accepted by the City Council of said City of Polk City by Resolution No. _____, passed on the ____ day of _____, 2019, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2019.

Jenny Gibbons, City Clerk of Polk City, Iowa

https://tax.iowa.gov

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2019 through June 30, 2020
I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA CASEY'S MARKETING COMPANY/DBA CASEY'S GENERAL STORE# 1144
Physical Location Address 1100 SOUTH 3RD ST City POLK CITY ZIP 50226
Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021
Business Phone Number 5159846021

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP CASEY'S GENERAL STORE, INC.
Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021
Phone Number 515-446-6404 Fax Number 515-965-6205 Email JESSICA.FISHER@CASEYS.COM

Retail Information:

Types of Sales: **Over-the-counter** Vending machine
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products
Type of Establishment: (Select the option that best describes the establishment)
Alternative nicotine/vapor store Bar **Convenience store/gas station** Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other

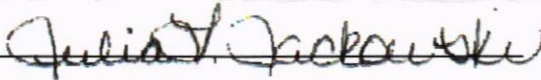
If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) JULIA L. JACKOWSKI, SECRETARY FOR
CASEY'S MARKETING COMPANY

Name (please print) _____
Signature _____
Date _____

Signature _____
Date 05/01/2019



Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

- Fill in the amount paid for the permit:
- Fill in the date the permit was approved by the council or board:
- Fill in the permit number issued by the city/county:
- Fill in the name of the city or county issuing the permit:

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

• New **Renewal**

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2019 through June 30, 2020

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA Fareway Stores, Inc. # 137

Physical Location Address 1101 South 4th Street City POLK CITY ZIP 50226

Mailing Address 1101 South 4th Street City POLK CITY State IA ZIP 50226

Business Phone Number 515 984-9505

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP Fareway Stores, Inc.

Mailing Address PO Box 70 City Boone State IA ZIP 50036

Phone Number 515-433-5336 Fax Number 515-433-4416 Email twilson@farewaystores.com

Retail Information:

Types of Sales: Over-the-counter Vending machine

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No

Types of Products Sold: (Check all that apply)

Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store

Grocery store Hotel/motel Liquor store Restaurant Tobacco store

Has vending machine that assembles cigarettes Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) Garrett S Piklapp

Name (please print) _____

Signature *Garrett S. Piklapp*

Signature _____

Date 5/16/19

Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: _____
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 07/01/2019 through June 30, 2020

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA Tournament Club of Iowa, LLC
Physical Location Address 1000 Tradition Dr City Polk City ZIP 50226
Mailing Address 1000 Tradition Dr City Polk City State IA ZIP 50226
Business Phone Number 515-984-7193

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP Jake Buebak
Mailing Address 16972 Brandtjen Farm Dr. City Lakeville State MN ZIP 55044
Phone Number 952-322-8700 Fax Number _____ Email jake.buebak@traditiondevelopment.com

Retail Information:

Types of Sales: Over-the-counter Vending machine
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other Golf Course

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) Jan Hangerford Name (please print) _____
Signature [Signature] Signature _____
Date 5/9/19 Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: _____
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

RESOLUTION NO. 2019-47

**A RESOLUTION ACCEPTING DONATION ITEMS FOR THE POLK CITY
POLICE DEPARTMENT**

WHEREAS, the Polk City Police Officers Association has collected funds through grants and fund-raising activities; and

WHEREAS, the Association wishes to donate seven new Streamlight Protac-HLX flashlights and a Streamlight battery bank charging system; and

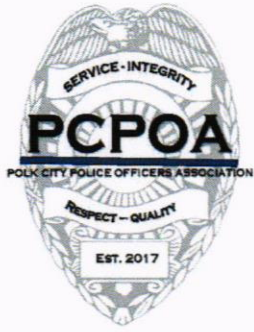
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Polk City, Iowa that the City Council hereby accepts the donation of the flashlights and charging system.

PASSED AND APPROVED on the 28th day of May 2019.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk



PCPOA

POLK CITY POLICE OFFICERS ASSOCIATION
309 W VAN DORN ST - PO BOX 381
POLK CITY, IOWA 50226

Mayor Morse and City Council,

The Polk City Police Officers Association (PCPOA) has purchased seven new Streamlight Protac-HLX flashlights as well as a Streamlight battery bank charging system. These flashlights will be extremely beneficial to the Polk City Police Department.

Please accept the purchase of these flashlights as a donation from the PCPOA to the City of Polk City. A value of \$685.35.

Sincerely,

Matthew W. Aicher

President – Polk City Police Officers Association

RESOLUTION NO. 2019-41

**A RESOLUTION APPROVING AN AGREEMENT WITH AUREON IT, INC.
FOR PORACTIVE CARE MANAGED SERVICES**

WHEREAS, in June 2015 the City of Polk City entered into a Master Service Agreement with Aureon IT, Inc.; and

WHEREAS, the IT director position for Polk City is vacant and Polk City desires to contract those IT services instead of filling the vacant position; and

WHEREAS, Aureon provides Proactive Care Managed Services (PAC) as an IT systems managed service that provides 24 x 7 management, monitoring and remediation for the total IT infrastructure and network for a monthly processing fee; and

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

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa hereby approves the thirty-six (36) month contract in the form attached hereto as Exhibit "A", with the option to automatically renew annually, with Aureon IT, Inc with a monthly PAC processing fee in the monthly amount of \$2,505.00.

PASSED AND APPROVED the 28th day May 2019.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk

Proactive Care Managed Services (PAC) Services Agreement & Statement of Work Agreement#190204POLKCITY-S-PAC-2

The purpose of this agreement (hereinafter, Agreement) is to formalize an arrangement between Aureon IT, Inc. (hereinafter referred to as "Aureon") and City of Polk City (hereinafter referred to as "Client") to provide services (hereinafter referred to as "Services") as specified in Appendices A, B and C. This agreement is also subject to the current Master Service Agreement ("MSA") dated June 22, 2015 between Client and Aureon.

1. Services Overview

Proactive Care Managed Services ("PAC") is an IT systems managed service that provides 24 x 7 automated management, monitoring and remediation (where possible) of a Client's total IT infrastructure and network. Client environment being managed may be "on premise" at Client's location(s), hosted in an Aureon Data Center or hosted in another Data Center. Remediation requiring IT Technician intervention is conducted remotely (when possible) by and during Aureon Help Desk hours of operation or by dispatching IT Field Technician "on-sight" as determined to be needed by Aureon. Aureon will install monitoring "agents" on all of Client's covered devices and IT equipment to facilitate the management, monitoring and alerting functions delivered as part of the Proactive Care services.

2. Services Summary & Scope of Services ("SOW")

2.1 Services Summary: Client has requested the services of Aureon to assess their IT environment and then install and implement the PAC solution as their primary IT and systems management, monitoring and remediation IT service provider. Aureon will install agents of its automated monitoring tool and application to monitor, alert and manage Client's: 1) physical and virtual machines (servers), 2) storage array networks (SANs), 3) networking infrastructure (hardware and software), 4) 3rd party common business applications and software, and 5) desktops or workstations, and 6) selected other peripherals and devices; all per the terms of the Agreement and Appendices.

2.2 Aureon Essential Duties and Responsibilities (Scope of Work):

- Review and assess Client's systems and infrastructure to determine the suitability between PAC and Client's environment:
 - Perform a PAC suitability Network Assessment of Client's IT environment. Aureon will inform Client of any needed upgrades or/and Client IT environment remediation needs, within fifteen (15) business days of the execution (per Section 9) of the Agreement.
 - Determine all devices and infrastructure that can be managed under PAC.
- Onboard PAC in Client environment:
 - Install monitoring tool agents within Client's environment and on all devices to be managed.
 - Upon installation of monitoring and management agent, Aureon will provide Client with a detailed schedule and timing of scheduled management functions (i.e. patching and updates)
- Perform all services as defined in Appendix A and Appendix B.
- Manage the configuration of, installation, administration, troubleshooting, maintenance, or repair of equipment or software, or integration of equipment or common business applications or software on Client's infrastructure or network.

Aureon may use other methods to provide Client with equivalent Service. Aureon reserves the right to replace Services with equivalent or upgraded Service at any time during the Services Term. Aureon will make an effort to coordinate any such Service change with Client prior to such change and during a scheduled maintenance window. Aureon is responsible for the maintenance and replacement of equipment used to provide the Services at the Aureon Data Center.

2.3 Client Essential Duties and Responsibilities:

- Permit the installation of monitoring and maintenance software as needed on Client equipment.
- Submit requests for Services as tickets initiated by Client calling Aureon's primary published phone numbers (and not Aureon staff direct phone numbers) or by e-mailing Aureon's published support email address (and not Aureon staff's direct email addresses) or by opening a ticket through the Aureon portal or system tray icon. Ensure that requests for Service contain sufficient information to enable the problem to be investigated.
- Ensure that equipment is available (powered on, online, with power saving modes disabled, and able to be rebooted) to Aureon during designated maintenance windows.
- Ensure the availability and cooperation of reasonably skilled staff on-site to respond to queries from and to implement instructions from Aureon.
- Provide physical access to the demarcation point (or POP) and Aureon supported equipment as needed.
- Ensure that a hardware maintenance contract with the manufacturer or a suitable third party supplier is maintained for supported and covered equipment.
- Maintain all operating system software is currently supported by the developer (not "end of life").
- Ensure that support contracts with third party vendors are maintained for all Aureon supported software.
- Ensure that staff are reasonably trained in the correct use of equipment or software.
- Will not to seek or use equipment or software outside of their specified functionality.
- Acquire and maintain all vendor required license for Client's infrastructure, systems and industry specific applications and software. Comply with the provisions of any license agreements of software in use.
- Authorize replacement of supported equipment according to the manufacturer's recommended refresh cycle.
- Inform Aureon reasonably in advance of any modification, installation, or services performed on or related to equipment specified in Appendix B, especially those of third parties, other than that of normal day to day use.
- Ensure that all sites have static external IP addresses as deemed necessary by Aureon, and that remote connectivity and full access (at Aureon approved bandwidth speeds and including administrator privileges) to supported equipment is provided to Aureon at all times. Aureon will confirm and approve bandwidth speeds during the onboarding of PAC services.
- Ensure that critical equipment is housed and operated in a climate-controlled location which maintains an air temperature per manufactures' specifications. Further, Client agrees it will provide a three-foot minimum clearance in front of the equipment, a dedicated power source per manufacturers' specifications with ground fault protection and UPS power backup and conditioning.

2.4 Out of Scope – Summary: PAC services exclude non-covered Client owned ("on premise" or "collocated" in any Data Center) IT, network and desktop infrastructure that is not detailed under Appendices, A, B and/or C. PAC does not include the management or support of proprietary, "in-house", or otherwise Client's core industry applications, software or systems. Aureon solely reserves the right to define the non-covered infrastructure or applications that defined to be "out-of-scope" per this Section. Prior to the Effective Date

of this Agreement per Section 4.2, all Client IT environment support and remediation will be performed under and as part of a separate T&M Support Agreement.

2.5 Out of Scope – Specific Items:

- Hardware, parts, equipment, software, or shipping costs of any kind.
- The cost of any licensing, warranty, maintenance, or upgrade fees of any kind.
- The cost of any 3rd party vendor or manufacturer support or incident fees of any kind.
- Programming (software code or script modification and database queries or modifications) of any kind.
- Training (teaching of computer or related skills) of any kind.
- Non-support or administrative activities as deemed elective by Aureon.
- Remediation requiring an on-site visit outside of standard business hours and the travel time for on-site remediation.
- Projects including, but not limited to, server, network device, and software upgrades and new installations.
- Service and repair made necessary by the alteration or modification of equipment other than that authorized by Aureon, including alterations, software installations or modifications of equipment made by Client’s employees or anyone other than Aureon.
- Failure due to acts of God, building modifications, power failures, power anomalies, or other adverse Environmental conditions or factors.
- The cost to bring Client’s environment up to minimum requirements (including those specified above).
- Changes, additions or upgrades (releases) to Client’s existing IT environment including proprietary applications/systems, core industry systems and infrastructure.
- Additional configuration work required due to limitations of Client’s systems, including but not limited to servers, workstations or network. Such services may be available from Aureon under separate T&M agreement and at additional cost.

3. Processing Fees:

3.1 Monthly PAC processing fee: see below table. The Monthly per Unit Price fees will be fixed for the life of the Agreement subject to the provisions contained in Section 3 and Appendices. The unit volumes (desktops and devices) can change over the life of the Agreement and will result in a change in the Monthly Processing Fee.

Quantity	PAC-MS Description - Monthly Fees	Unit Price	Extended Price
1	ProActiveCARE - Monthly Client Base Fee (Includes Setup & Installation)	\$685.00	\$685.00
26	ProActiveCARE - Per Desktop Fee (26 to 50)	\$70.00	\$1,820.00
0	ProActiveCARE - Per Other Covered Device/Service (listxxxx) Fee	\$0.00	\$0.00
0	ProActiveCARE - Per Other Noncovered Device/Service (Mac Desktops) Fee	\$49.00	\$0.00
0	ProActiveCARE - Per Other Noncovered Device/Service (List xxxx) Fee	\$35.00	\$0.00
ProActiveCARE - Monthly Processing Fee (Monthly Minimum = \$1200)			\$2,505.00

3.2 Monthly Processing Fee Adjustments due to changes in Client infrastructure and IT environment (i.e. acquisitions, mergers and growth): Aureon reserves the right to adjust the Monthly Processing Fee upon Client acquiring, merging, buying additional companies, “organically growing” or otherwise (“Significant Event”) increasing its IT environment and systems. Aureon will adjust the Monthly Processing Fees effective dated the month that the Significant Event were to occur based on Client’s new “Volume #” of VMs deployed, servers, users and other service volumes needed to support Client’s systems and applications.

3.3 Changes or Reconfigurations: Aureon reserves the right to bill Client for Service changes or reconfigurations requested by Client that exceed the scope of Services or for Service changes that Aureon must undertake due to changes initiated by Client such as but not limited to:

- Client initiated request to move Aureon equipment to a different physical location.
- Customer initiated request to configure Service for Client’s benefit and not specifically tied to deliver of Aureon service such as activating a feature or function not required to deliver the Service, enhancing or extending Service for the sole benefit of Client.

3.4 PAC Installation and Setup Fee: see below table.

Quantity	PAC-MS Description - Installation or Setup Fees	Unit Price	Extended Price
1	ProActiveCARE - Per Client Location Setup Fee	\$250.00	\$250.00
30	ProActiveCARE - Per Covered Device/ Monitoring Agent Installation Fee (for all covered endpoints)	\$50.00	\$1,500.00
One-time Fee/Charge (at estimated install cost):			\$1,750.00
% Applied to Monthly Service Fee		100%	(\$1,750.00)
One-time Fee/Charge (at estimated install cost):			Final \$0.00

3.5 Additional Services from Aureon: Additional services outside of the scope of this agreement will be billed as specified as per Aureon’s T&M, Proactive Care Service Agreement or/and respective SOW. Any additional equipment or services added to Client’s environment after the start of this agreement will be included at the then-current rate. If Client terminates the Agreement per Section 4.3.1, Client may request in writing to receive the Network Assessment Report completed per Section 2.2. Aureon will provide the Assessment Report to Client at a cost equal to twenty-five hundred dollars (\$2500 base fee) plus three-hundred dollars (\$300 per location) for each Client location that was assessed.

4. Services Term and Termination

4.1 Services Term: Term (the “Term”) of this Agreement shall begin upon the Effective Date of Services as defined below. The Term shall end upon expiration or termination by Aureon in accordance with the terms contained in Sections 4.3 and 4.4 hereafter. This Service Agreement will be effective for a period of thirty-six (36) months following the Effective Date of Services as defined in Section 4.2. Thereafter the term will automatically renew for successive twelve (12) month periods at the processing rates and fees in effect at the time of renewal unless Client provides notice to Aureon of its intent to terminate this agreement not less than ninety (90) days before the end of the Term. Aureon makes no guarantee of Service availability beyond the termination date. Aureon shall not be responsible for retaining any Client data after the termination date. Client data may be deleted on the day of Service termination. Client is responsible to backup and migrate data prior to termination of Service.

4.2 Effective Date of Services: The services, processing fees and “Term” for PAC shall commence upon the Effective Date of Services.

4.3 Termination by Client:

4.3.1 Client Termination prior to Effective Date: Except for the set-up fees described below, this Agreement may be terminated by Client without penalty by written notice to Aureon at any time prior the Effective Date of Services per Section 4.2 of the Agreement. If Client opts to terminate prior to the Effective Date, Client will be responsible for any expenses and time incurred by Aureon directly related to the establishment of services under this Agreement, including reasonable expenses relating to the cancellation of the Agreement.

4.3.2 Client Termination with cause: This Agreement may be terminated by Client with written notice if Aureon:

- Fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within thirty (30) days of receipt of such written notice.
- Breaches any material term or condition of this Agreement and fails to remedy such breach within thirty (30) days of receipt of such written notice.
- Terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Services Agreement or referenced MSA.

4.3.3 Client Voluntary Termination: In the event of an early (meaning prior to the end of a term of this Agreement), voluntary termination or termination for convenience by Client for any other reason than named in Section 4.3.1 or Section 4.3.2, will require Client to provide ninety (90) day written notice to Aureon. Client will be subject a voluntary termination fee equal to six (6) months of the Monthly PAC processing fee as defined in Section 3.2. Aureon will assist Client in the orderly termination of services, including timely transfer of the services, data and files to another designated provider. Client agrees to pay Aureon the actual costs of rendering such assistance. Client will return all Aureon owned equipment upon termination or will be liable for full replacement cost.

4.4 Termination by Aureon: This Agreement may be terminated by Aureon upon ninety (90) day written notice to Client. If Aureon terminates this Agreement, Aureon will assist Client in the orderly termination of services, including timely transfer of the services, data and files to another designated provider. In such event, Aureon will bear the actual "out of pocket" hard costs of rendering such assistance. Client will return all Aureon owned equipment upon termination or will be liable for full replacement cost.

5. Service Level Agreements

5.1 Monitoring Availability: Aureon's PAC infrastructure and monitoring agents will be available 99.9% of each calendar month, meaning 99.9% of the total available time in a given month, measured in minutes. Availability of Service is dependent on the existence of a suitable network between Aureon's PAC infrastructure and Client's owned and "on premise" IT infrastructure. Service requires dedicated Ethernet or VPN transport with transport speeds approved by Aureon. Aureon reserves the right to limit availability of Service if suitable network transport does not exist. Virtual Machine shall be considered available so long as the memory, CPU reservations, networking, and disk space are functioning. "Downtime", for purposes of measuring service levels related to the availability of the virtual machine, shall mean any time that any of the memory, CPU reservations, networking, and disk space is not functioning.

5.2 Remediation Response Times: Remediation response times are defined and detailed in Appendix B.

5.3 Information Security Compliance: Aureon as a "service organization" and critical services provider, has implemented and shall maintain appropriate measures designed to meet the objectives of the applicable

guidelines establishing information security standards as adopted by any federal or state regulatory agencies having jurisdiction over Client's affairs ("Guidelines", i.e. HIPAA/HITECH, FFIEC or PCI-DSS). These measures include appropriate disposal of consumer information as required and taking appropriate actions to address incidents of unauthorized access to Client sensitive customer information, including notification to Client as soon as possible of any such incident. Without limiting the foregoing, Aureon's Information Security Program is designed to:

- Ensure the security and confidentiality of Client customer information.
- Protect against any anticipated threats or hazards to the security or integrity of such information.
- Protect against unauthorized access or use of such information that could result in substantial harm or inconveniences to any Client's customers.

The compliance measures designed and adopted by Aureon are intended to allow Aureon to maintain compliance with such Guidelines as a service provider and not as representing compliance being maintained by Client per se.

Upon Client request, Aureon shall provide Client with copies of any associated audit reports (including SOC2 Reports and any IT Reports of Examination), summaries of test results or equivalent measures taken by Aureon to ensure it's that its Information Security Program meets the objectives of the Guidelines.

5.4 SLA Exclusions: The service levels in this SLA shall not apply to any unavailability, suspension or termination of Aureon's Services that result from:

- Aureon's suspension or termination of the Services.
- Factors outside of Aureon's reasonable control, including any Internet access or related problems beyond the demarcation point of Aureon.
- Any errors, omissions, delays or failures caused by Client or any third party outside of Aureon's reasonable control.
- Client's equipment, software or other technology and/or third-party equipment, software or other technology (other than third party equipment within Aureon's direct control).
- Failures of individual instances not attributable to Aureon systems unavailability, such as failures of access from Client sites where Client site is having a local issue, carrier or connectivity issues occurring at Client's site.
- Failure of Client's software, operating system, agent or network.
- Network or carrier connectivity issues.
- Downtime required to perform emergency Services maintenance as needed outside the standard maintenance. Aureon will make a reasonable effort to notify Client, if feasible, under such circumstances.
- In the event that necessary service components including, but not limited to, electrical power, cooling capacity, cabling, rack space, switching/routing/network infrastructure, application software, etc. are either unattainable or not available at a reasonable cost to Aureon.
- Service termination.
- Delay caused or requested by Client.
- Force Majeure conditions such as fire, explosion, lightning, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, terror, acts of civil or military authorities, fuel or energy shortages, acts or omissions of suppliers or other causes beyond Aureon's control, whether or not similar to the foregoing.
- Service interruptions, deficiencies, degradations or delays in Service caused by any piece of equipment, configuration, routing event or technology not under the management and control of Aureon.
- Failure of Client to adhere to any Aureon recommended configurations on unmanaged equipment.

6. Aureon Warranties and Remedies

Terms and Conditions: Aureon warrants that it will perform substantially in accordance with the Services Agreement therein. Aureon retains the right to determine the priority of Services or any request for service from Client. Client's exclusive remedy for any breach of this warranty is set forth as follows. In any case where Aureon fails to achieve Service Level Agreements specified in Section 5, and Client requests in writing within one month of actual receipt of request for support, a credit equivalent to twenty five percent (25%) of monthly processing fees will be given to Client within two (2) billing cycles after such credit has been approved by an Aureon representative. Credits are exclusive of any applicable taxes or fees charged to Client or collected by Aureon. SLA Exclusions do not qualify for a credit. This warranty is void if Aureon's failure to achieve performance targets has resulted from accident, abuse, misapplication, abnormal use, or failure of Client to fulfill Client Obligations. Aureon shall indemnify, defend, and hold harmless the other party, its directors, officers, employees, representatives, members, partners, trustees, and affiliates (collectively, the "Indemnified Party") from and against all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorney's fees) resulting from any third party claim, demand, suit, action, judgment, loss, or proceeding brought against Client for a violation of any United States intellectual property right including patents, copyrights, trademarks, or service marks, all of which must be established under United States law, arising directly or indirectly from the negligence or intentional acts or omissions of Aureon or its directors, officers, employees, contractors, representatives, or agents. Except for any refund elected by Aureon, Client is not entitled to any damages, including but not limited to, consequential damages, to the maximum extent allowed by applicable law, even if any remedy fails of its essential purpose. Except for the aforementioned warranty and the maximum extent permitted by applicable law, Aureon provides services as is and with all faults, and hereby disclaims all other warranties and conditions, either express, implied or statutory, including, but not limited to, any (if any) implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, of reliability or availability, or accuracy or completeness of responses, of results, of lack of viruses, of lack of negligence, all with regard to Services, and the provision of or failure to provide support or other services, information, software, and related content through the Services or otherwise arising out of the use of Services. Aureon controls the version of hardware and software on its PAC infrastructure and does not guarantee that it is compatible with any version changes made by Client on their network, server, OS or application infrastructure. It is Client's responsibility to ensure that any version changes planned on their infrastructure is compatible with Aureon's PAC infrastructure.

7. Client Warranties and Indemnification

7.1 Client Warranty: Client represents and warrants that:

- No contractual obligations exist that would prevent Client entering into this Agreement.
- Client has complied with all regulatory requirements.
- Client has the requisite authority to execute, deliver and perform this Agreement.
- Client has obtained any required consents from third parties for use of the Services

7.2 Client Indemnification: Client shall indemnify and hold harmless Aureon, its officers, directors, employees and affiliates against:

- Any claims or actions arising out of the use by Client of the Aureon PAC service in a manner outside the terms of the Agreement. Client shall defend Aureon against any third party claim, action, suit or proceeding arising as a result of Client's use of Aureon's PAC or services and indemnify Aureon for all losses, damages, expenses, and costs incurred by Aureon as a result of a final judgment entered against Aureon in any such claim, action, suit or proceeding.
- Any and all claims by third parties through Client arising out of the performance or nonperformance of Aureon, provided that the indemnity shall not preclude Client's recovery of actual damages and remedies from Aureon pursuant to the terms and subject to the limitations of this Agreement and the related MSA.

8. General Provisions

8.1 Governing Law: This Agreement will be governed and construed in accordance with the laws of the State of Iowa. Both parties agree to submit to personal jurisdiction in Polk County, Iowa, and further agree that any cause of action or dispute arising under this Agreement will be litigated or arbitrated in Polk County, Iowa, United States of America.

8.2 Severability and Waiver: If any provision of this Agreement is held invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The waiver by either party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

8.3 Relationship of Parties: No agency, partnership, joint venture, or employment relationship is created by this Agreement and neither party has the power to bind the other party.

8.4 Attorneys' Fees and Costs: In the event that any legal action becomes necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled, in addition to its court costs, to such reasonable attorneys' fees, expert witness fees and legal expenses as may be fixed by a court of competent jurisdiction.

9. Agreement Signatures and Execution

This Agreement and the Appendices attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements, and understandings with respect hereto. The parties agree that any action in relation to an alleged breach of this Agreement shall be commenced within one (1) year of the date of the breach, without regard to the date the breach is discovered. If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

Client has read and understands this Agreement and agrees to be bound thereby. This Agreement shall not be effective until signed and dated by a duly authorized representative of Provider. The parties have executed this Agreement as of the last date shown below.

City of Polk City	Aureon™ IT, Inc.
NAME: Lindsay Williams	NAME: Scott Hardee
TITLE:	TITLE: Account Executive
PHONE: (515) 984-6233	PHONE: (515) 245-7760
EMAIL: lwilliams@polkcityia.gov	EMAIL: scott.hardee@aureon.com
FAX:	FAX: (515) 245-7730

By: _____
(Sign above)

By: _____
(Sign above)

Its: _____
(Print name & title of person signing on behalf of Client)

Its: _____
(Print name & title of person signing on behalf of Aureon™)

Date: _____

Date: _____

Appendix A: Proactive Care Service Features

Proactive Care - Managed Services	Service	Frequency	Supported Vendors
1. Workstations & Devices - Description of Services			Appendix C
Services availability	✓	Ongoing	✓
Performance and utilization	✓	Ongoing	✓
Device availability	✓	Ongoing	✓
Workstation optimization	✓	Ongoing	✓
Workstation replacement and setup	✓	As needed	✓
Printer administration/management	✓	As needed	✓
Mobile device configuration	✓	As needed	✓
2. Servers - Description of Services			Appendix C
Server availability	✓	Ongoing	✓
Performance and utilization	✓	Ongoing	✓
Monitor server event logs and alerts	✓	Ongoing	✓
Monitor server hard drive disk space	✓	Ongoing	✓
Group Policy implementation and administration	✓	As needed	✓
Active Directory, File Server, Exchange, SQL, Citrix and IIS management	✓	Ongoing	✓
System audits and inventory	✓	Ongoing	✓
On-demand updates of specialty applications	✓	As needed	✓
3. Networks - Description of Services			Appendix C
Network utilization	✓	Ongoing	✓
Performance monitoring	✓	Ongoing	✓
4. Patch Management, Microsoft Protection & AV/AM			
Monitor system and security events	✓	Ongoing	✓
Provides an Anti-Virus and Anti-Malware solution	✓	Ongoing	✓
Patch management and updates of Microsoft software	✓	Ongoing	n/a
Patch management and updates of common applications	✓	Ongoing	Appendix B
5. Professional Services & Reporting			
Scheduled technology planning meetings with Aureon	✓	As needed	n/a
IT Executive Summary and Monitoring Metrics (Report)	✓	Monthly	n/a
Client Systems Patches Applied (Report)	✓	Monthly	n/a
Detailed reports and metrics on demand	✓	As needed	n/a
6. Support & Assistance			
Aureon portal account and access	✓	Ongoing	n/a
Remote support and assistance	✓	Ongoing	n/a
Onsite support and assistance	✓	As needed	n/a
Support response times: during business hours			
Priority 1 - Service not available (all users and functions unavailable)	30 minutes	As needed	n/a
Priority 2 - Significant degradation of business (large number of users or business critical functions affected)	1 hour	As needed	n/a
Priority 3 - Limited degradation of service (limited number of users/functions affected, business processes can continue)	4 hours	Ongoing	n/a
Priority 4 - Small service degradation (business processes can continue, minimal users affected)	8 hours	Ongoing	n/a
A. Firewalls & Security Systems Management (Additional Required Service)			Appendix C
Firewall management and administration	A	A	n/a
Anti-Spam management and email filtering	✓	Ongoing	Appendix C
Anti-Virus management	✓	Ongoing	Appendix C
B. Backup & Disaster Recovery (Additional Required Service)			Appendix C
Offsite backups and/or archives management and administration	B	B	n/a
Recovery of servers (virtualized)	B	B	n/a

✓	<p>Monitoring, management and/or the auto-remediation of described service will be performed by Aureon automated managed services tool. The service to be performed will be per Appendix B definitions and are included as part of Aureon ProActive CARE Managed Services. Management and remediation requiring Help Desk Technician support and interaction will be performed during Help Desk Support hours of 7:00 am through 5:00 pm (Central Time) Monday through Friday (excluding holidays).</p>
A	<p>Managed Services requires Client to have an Aureon Premium Managed Firewall or Managed Firewall Services Agreement executed and the firewall, security services and systems implemented and operative for Proactive Care Managed Services to be supported for Client. Monitoring, management and remediation will be performed for Client firewall per the terms and conditions of the Firewall Services Agreement, but will be included with and added to the Proactive Care Managed Services automated managed services tool and application.</p>
B	<p>Managed Services requires Client to have an Aureon Premium Managed Backup Services Agreement executed and the backup services and systems implemented and operative for Proactive Care Managed Services to be supported for Client. Monitoring, management and remediation will be performed for Client backups per the terms and conditions of the Premium Managed Backup Services Agreement, but will be included with and added to the Proactive Care Managed Services automated managed services tool and application.</p>

Appendix B: Proactive Care Managed Services – Service Definitions

General Statement for Proactive Care Definitions:

The definitions contained herein (Appendix B) are narrative and descriptive summaries of the services being provided by Aureon under the Proactive Care managed services product. Aureon deploys an automated servicing tool that performs or executes the logical functions of “monitoring”, “management” and “auto-remediation” of the listed services in Appendix A. Generally, the automated functions are categorized by the “frequency” listed as “Ongoing”. Ongoing means that the functions are being administered and deployed by the servicing tool on a 24 (hour) x 7 (day) basis with the exception of specifically defined servicing windows for select services, as contained in the specific definitions in this Appendix. Service level functions listed as “As needed” in Appendix A, generally refer to functions that require Aureon Help Desk Technicians or Field Service Technicians to intervene and perform some or most elements of the service function. These services will generally be performed during the service hours as noted in Appendix A, unless Client requests “off hours” remediation of Priority 1 or Priority 2 events by contacting the Aureon Support Desk (NOC) by telephone during off hours. **Service Level Definitions that are not listed below are intended to be self-descriptive but are at Aureon’s sole discretion to determine.**

Specific Definitions for Appendix A Services:

1. Workstations & Devices - Description of Services

- a. “Services availability” refers to a monitoring activity that determines if a Windows service is running or stopped and may include auto-remediation.
- b. “Performance and utilization” refers to a monitoring function that uses Windows performance counters to provide information as to how well the operating system or an application, service, or driver is performing.
- c. “Device availability” is monitoring any process of sending information to a managed device to ensure a specific response.
- d. “Workstation optimization” refers to automated processes to improve stability, security, or performance of a device as deemed by Aureon.
- e. “Workstation setup” refers to the setup of a new personal computer or workstation, when purchased from Aureon, including migration from a previous computer if necessary. Replacement of covered workstations is included as a service of Proactive Care. This excludes any Client new or additional workstations. For example, adding a new workstation due to an increased need (i.e. new staff person) would constitute a “net” new workstation or an increase in the number of covered devices under Proactive Care.
- f. “Printer administration/management” refers to and is limited to the management and remediation of printer software related issues such as driver installation and basic troubleshooting.
- g. “Mobile device configuration” is defined as assisting Client or their carrier with configuration and basic troubleshooting of remote access and email via Client’s mobile device deployment.

2. Servers - Description of Services

- a. “Server availability” refers to the automated monitoring activity of all server services and if a Windows server is running or stopped. The management activities may include auto-remediation of a detected server alert and/or interruption of the server’s functioning.
- b. “Performance and utilization” refers to a monitoring function that uses Windows performance counters to provide information as to how well a server, operating system, application or service is performing.
- c. “Monitor server event logs and alerts” refers to monitoring is the extraction of data from Windows Event Log to be parsed and reacted upon according to severity as determined by Aureon. Alerts that are detected and reported include: server memory running low, hard drives showing signs of failure, hard

drives running out of disk space, controllers losing interrupts and network cards reporting unusual collision activity.

- d. "Monitor server hard drive disk space" – refer to c. above.
- e. "Group Policy implementation and administration" is the configuration of and ongoing management/administration of Client's MS Windows environment and user administration.
- f. "Active Directory, File Server, Exchange, SQL, Citrix and IIS management" define the server "types" that Proactive Care will support, service and manage.
- g. "System audits and inventory" refers to a management and data collection process including application, system, licensing, and driver data from servers and other covered equipment.
- h. "On-demand updates of specialty applications" " refers to a process, either automated or manual, where Aureon attempts to install software updates other than those expressly included in Section 4. Patch Management & Microsoft Protection.

3. Networks - Description of Services

- a. "Network utilization" is a monitoring function that requires the installation of a system level driver and provides reporting of bandwidth per device, server or application.
- b. "Performance monitoring" refers to the automated monitoring of network devices which may include checking router logs, monitoring switches, hubs, internet connectivity and determining if the network is 'up or down'. This service is available for SNMP manageable devices only.

4. Patch Management, Microsoft Protection & AV/AM

- a. "Monitor system and security events" refers to the monitoring, management and executing the Microsoft Baseline Security Analyzer (MBSA) tool which provides a streamlined method to identify missing security updates and common security misconfigurations.
- b. "Patch management and updates of Microsoft software" refers to an automated process where Aureon attempts to install Microsoft Updates on covered equipment. Such updates are manually reviewed and then deployed per Aureon Maintenance Policy windows. Critical security or "zero day" security patches are deployed as "Emergency Maintenance" items and not subject to the Standard Maintenance windows. Microsoft full "version upgrades" or releases are excluded from this service.
- c. "Provides an Anti-Virus and Anti-Malware solution" refers to the installation, activating and patching anti-virus and anti-malware security applications.
- d. "Patch management and updates of common applications" refers to an automated process where Aureon attempts to install software updates on covered equipment for applications deemed necessary. Such updates are manually reviewed and then deployed per Aureon Maintenance Policy windows as Standard Maintenance. Critical security or "zero day" security patches are deployed as Emergency Maintenance items and not subject to the Standard Maintenance windows. Software or applications that are available for patching under this section include:

7-Zip	Acrobat	AIM	Air	Chrome	Citrix Receiver
CutePDF	Dropbox	Firefox	Firefox ESR	Flash	Foxit Reader
GIMP	Google Drive	Google Earth	Google Talk	GoToMeeting	ImgBurn
IrfanView	iTunes	Java	K-Lite Codecs	KeePass	LibreOffice
LogMeIn	Messenger	Notepad++	OneDrive	OpenOffice	Opera
PDFCreator	Picasa	Pidgin	PuTTY	QuickTime	Reader
Safari	Shockwave	Silverlight	SkyDrive	Skype	Spotify
Spybot	SugarSyn	SumatraPDF	TeraCopy	Thunderbird	VLC
WebEx	WinDirStat	WinRAR	WinSCP	Yahoo!	

Aureon may amend or change the above Vendors or Applications at any time and at Aureon's sole discretion.

5. Professional Services & Reporting

- a. "Scheduled technology planning meetings with Aureon" refers to regular, planned and scheduled meetings between Aureon advisory (or technical) staff and Client to assess IT strategies, systems and implementations, and proposals from a current and long term perspective.
- b. "IT Executive Summary and Monitoring Metrics (Report)" is an automated report generated by Aureon monitoring system and emailed to Client contacts as specified. The report contains many of the performance metrics and alert summaries as defined in Section 1 & Section 2.
- c. "Client Systems Patches Applied (Report)" is an automated report generated by Aureon's monitoring system that details all Microsoft patches applied for the reporting month per Section 4.
- d. "Detailed reports and metrics on demand" are automated reports provided by Aureon to Client such as patch status, backup status, machine inventory, software licensing, performance history and malware infection history, etc.

6. Support & Assistance

- a. "Aureon portal account and access" is an online system providing current and historical views of service tickets, projects, agreements, and invoicing.
- b. "Remote support and assistance" refers to Aureon Help Desk Technicians providing remote assistance to Client for covered workstations, servers, devices and other infrastructure to resolve a technical problem (rather than providing training or customization).
- c. "Onsite support and assistance" refers to Aureon dispatching a Field Technician to Client's location to resolve a technical problem that cannot be performed remotely. Onsite remediation of technical problems is included the Proactive Care service. Travel time for onsite remediation will be billed per Aureon's T&M Services Agreement and contracted hourly rates for the travel time to/from Client's location. Onsite or on premise support will be at Aureon's sole discretion to determine.
- d. "Support response times: during business hours" is the time, in business hours, for Aureon to begin addressing or responding to a ticket submitted by Client or by a service ticket generated by the automated servicing and monitoring tool. Priority definitions are intended to be self-descriptive but are at Aureon's sole discretion to determine. Response time guarantees do not apply to remediation of issues caused by software or definition updates. Aureon will generally escalate a servicing issue to the next level Service Technician (i.e., Tier 1, Tier 2 and Tier 3) in time increments equal to the response time defined for each priority ranking.

A. Firewalls & Security Systems Management

- a. "Firewall management and administration" are defined in and per the terms of the Aureon Premium Managed Firewall or Managed Firewall Services Agreement.
- b. "Anti-Spam management and email filtering" refers to an Aureon solution providing anti-SPAM and anti-malware scanning of inbound email.
- c. "Anti-Virus management" refers to and includes an Aureon solution providing the licensing, installation, configuration, and on-going management and monitoring of anti-virus software as deemed necessary by Aureon. This AV solution does not include the removal, remediation or repair of any malware infection.

B. Backup & Disaster Recovery

- a. "Offsite backups and/or archives management and administration" are defined in and per the terms of the Aureon Premium Managed Backups Services Agreement.
- b. "Recovery of servers (virtualized)" is defined in and per the terms of the Aureon Premium Managed Backups Services Agreement.

Appendix C: Proactive Care Managed Services – Supported Vendors

General Statement for Proactive Care Supported Vendors:

Aureon will provide Proactive Care managed services only on devices/systems that have been tested and certified by Aureon (solely) and are compatible with Aureon’s automated monitoring tools. Aureon will only provide monitoring, management and remediation services on and for approved (by Aureon) vendors and manufacturers of the devices detailed within this Appendix, Agreement or/and another Services Agreement with Aureon.

Infrastructure/System – Supported Vendors/Applications:

1. Workstation/Desktop OS

- Microsoft

2. Server OS & Virtualization

- Microsoft
- Linux
- VM Ware
- Hyper-V

3. Firewalls, Network Devices & Infrastructure

- Fortinet
- Cisco
- Hewlett Packard
- Dell
- Juniper
- Ad Tran

4. SAN & Storage Devices

- Dell/EMC
- Hewlett Packard
- Tegile
- Synology
- Datto

5. Backup Systems

- Dell
- Quest
- Datto

RESOLUTION NO. 2019-45

A RESOLUTION APPROVING THE AMENDED SITE PLAN INCLUDING A SOCCER FIELD FOR BEAUTIFUL SAVIOR LUTHERAN CHURCH

WHEREAS, Beautiful Savior Lutheran Church is located at 1701 West Jester Park Drive, Polk City, Iowa; and

WHEREAS, the City Council approved the original submitted Site Plan and provisions in 1994; and

WHEREAS, the City Council approved a Site Plan Amendment and provisions on January 24, 2005; and

WHEREAS, North Polk United Soccer and Beautiful Savior Lutheran Church has submitted an additional amendment for revisions to site grading and seeding for a soccer field with no exterior lighting or concession stand on site; and

WHEREAS, the Polk City Planning and Zoning Commission reviewed and recommended approval for the Amended Site Plan for Beautiful Savior Lutheran Church on May 20, 2019; and

WHEREAS, the City Engineers have reviewed the Site Plan and documents and recommend approval; and

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa hereby accepts the recommendations of the Planning and Zoning Commission, the City Engineer and deems it appropriate to approve the amended Site Plan which includes a soccer field without exterior lighting or concession stand on site for Beautiful Savior Lutheran Church.

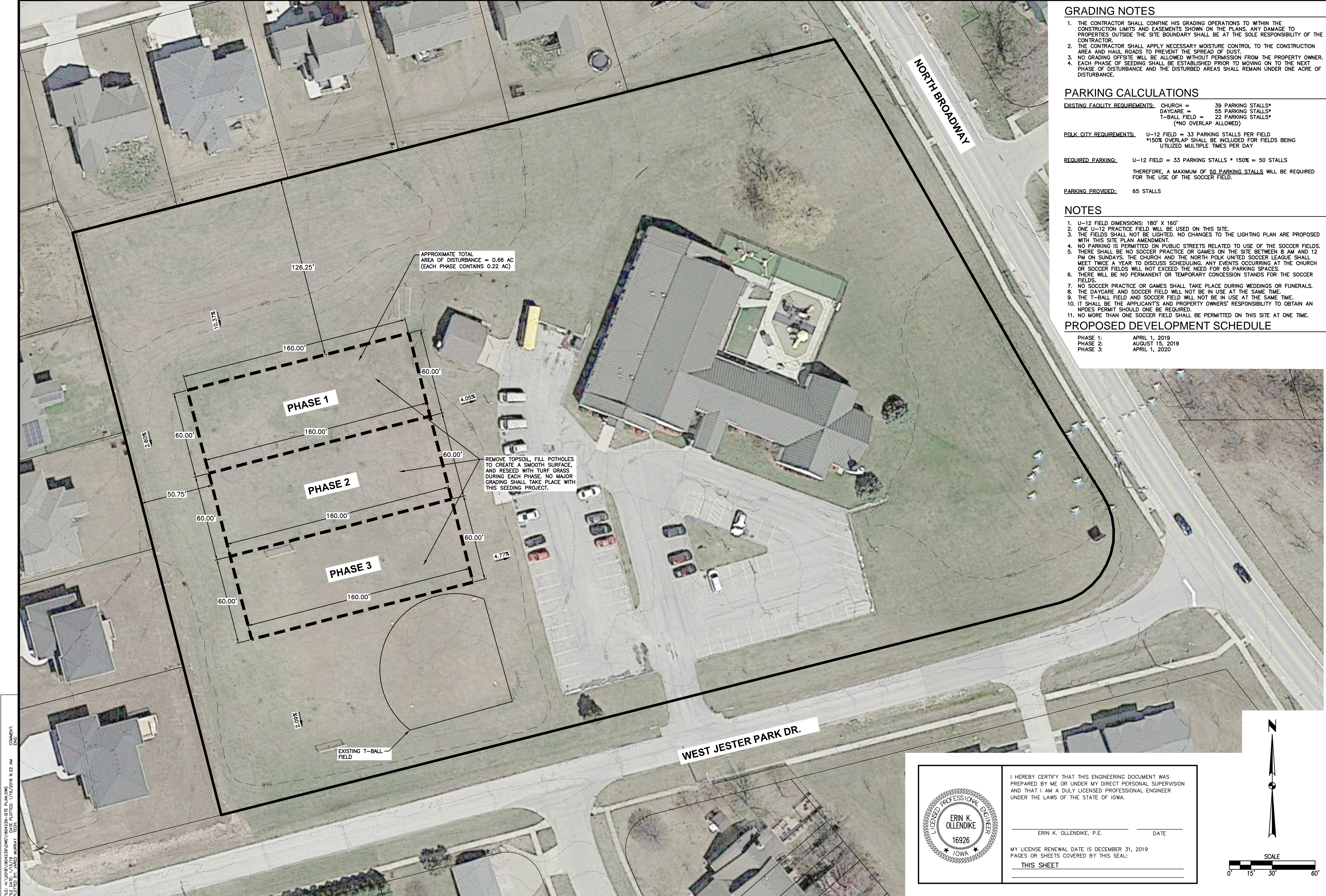
BE IT FURTHER RESOLVED, that the provisions outlined in the original site plan approved May 9, 1994 and amendment dated January 24, 2005 are still in full force and affect and further made a part of this Resolution.

PASSED AND APPROVED the 28th day May 2019.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk



GRADING NOTES

1. THE CONTRACTOR SHALL CONFINE HIS GRADING OPERATIONS TO WITHIN THE CONSTRUCTION LIMITS AND EASEMENTS SHOWN ON THE PLANS. ANY DAMAGE TO PROPERTIES OUTSIDE THE SITE BOUNDARY SHALL BE AT THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
2. THE CONTRACTOR SHALL APPLY NECESSARY MOISTURE CONTROL TO THE CONSTRUCTION AREA AND HAIL ROADS TO PREVENT THE SPREAD OF DUST.
3. NO GRADING OFFSITE WILL BE ALLOWED WITHOUT PERMISSION FROM THE PROPERTY OWNER.
4. EACH PHASE OF SEEDING SHALL BE ESTABLISHED PRIOR TO MOVING ON TO THE NEXT PHASE OF DISTURBANCE AND THE DISTURBED AREAS SHALL REMAIN UNDER ONE ACRE OF DISTURBANCE.

PARKING CALCULATIONS

EXISTING FACILITY REQUIREMENTS: CHURCH = 39 PARKING STALLS*
 DAYCARE = 55 PARKING STALLS*
 T-BALL FIELD = 22 PARKING STALLS*
 (*NO OVERLAP ALLOWED)

POLK CITY REQUIREMENTS: U-12 FIELD = 33 PARKING STALLS PER FIELD
 *150% OVERLAP SHALL BE INCLUDED FOR FIELDS BEING UTILIZED MULTIPLE TIMES PER DAY

REQUIRED PARKING: U-12 FIELD = 33 PARKING STALLS * 150% = 50 STALLS

THEREFORE, A MAXIMUM OF 50 PARKING STALLS WILL BE REQUIRED FOR THE USE OF THE SOCCER FIELD.

PARKING PROVIDED: 65 STALLS

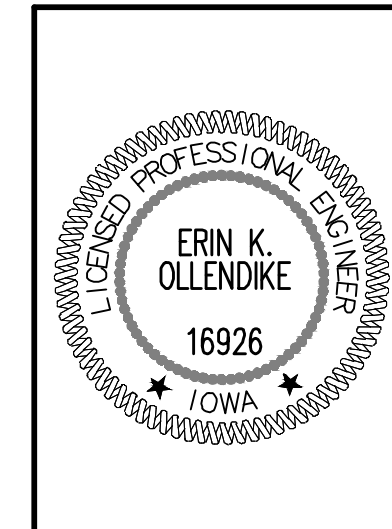
NOTES

1. U-12 FIELD DIMENSIONS: 180' X 160'
2. ONE U-12 PRACTICE FIELD WILL BE USED ON THIS SITE.
3. THE FIELDS SHALL NOT BE LIGHTED. NO CHANGES TO THE LIGHTING PLAN ARE PROPOSED WITH THIS SITE PLAN AMENDMENT.
4. NO PARKING IS PERMITTED ON PUBLIC STREETS RELATED TO USE OF THE SOCCER FIELDS.
5. THERE SHALL BE NO SOCCER PRACTICE OR GAMES ON THE SITE BETWEEN 8 AM AND 12 PM ON SUNDAYS. THE CHURCH AND THE NORTH POLK UNITED SOCCER LEAGUE SHALL MEET TWICE A YEAR TO DISCUSS SCHEDULING. ANY EVENTS OCCURRING AT THE CHURCH OR SOCCER FIELDS WILL NOT EXCEED THE NEED FOR 65 PARKING SPACES.
6. THERE WILL BE NO PERMANENT OR TEMPORARY CONCESSION STANDS FOR THE SOCCER FIELDS.
7. NO SOCCER PRACTICE OR GAMES SHALL TAKE PLACE DURING WEDDINGS OR FUNERALS.
8. THE DAYCARE AND SOCCER FIELD WILL NOT BE IN USE AT THE SAME TIME.
9. THE T-BALL FIELD AND SOCCER FIELD WILL NOT BE IN USE AT THE SAME TIME.
10. IT SHALL BE THE APPLICANT'S AND PROPERTY OWNERS' RESPONSIBILITY TO OBTAIN AN NPDES PERMIT SHOULD ONE BE REQUIRED.
11. NO MORE THAN ONE SOCCER FIELD SHALL BE PERMITTED ON THIS SITE AT ONE TIME.

PROPOSED DEVELOPMENT SCHEDULE

PHASE 1: APRIL 1, 2019
 PHASE 2: AUGUST 15, 2019
 PHASE 3: APRIL 1, 2020

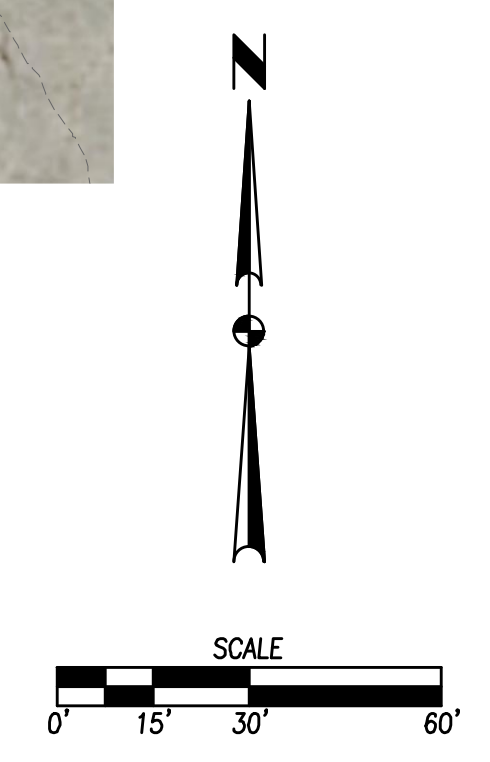
FILE: H:\2018\164239\164239-SITE PLANNING
 COMMENT: 17/15/2019 9:22 AM
 PLOTTED BY: ERIN K. OLLENDIKE
 DATE: 12/07/18



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

ERIN K. OLLENDIKE, P.E. DATE _____

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2019
 PAGES OR SHEETS COVERED BY THIS SEAL:
 THIS SHEET _____



DATE	01/15/19
REVISIONS	12/07/18
THIRD SUBMITTAL	05/15/18
SECOND SUBMITTAL	
FIRST SUBMITTAL	

3405 S.E. CROSSROADS DRIVE, SUITE G
 GRIMES, IOWA 50111
 PHONE: (515) 369-4400 FAX: (515) 369-4410

BEAUTIFUL SAVIOR CHURCH
PRACTICE SOCCER FIELD

CIVIL DESIGN ADVANTAGE
 POLK CITY, IOWA

ENGINEER: EKO
 EI: JWM

1804.239

REVIEW COMMENTS: Pursuant to our review of Submittal #3, we offer the following comment:

1. Prior to this item being placed on the P&Z agenda, provide documentation that Beautiful Savior Lutheran Church, as owners of this property, has approved this site plan amendment.

RECOMMENDATION:

Based on the foregoing, staff recommends approval of the Site Plan Amendment for Beautiful Savior Lutheran Church subject to the following:

1. P&Z comments, if any, are addressed prior to this item being placed on the Council agenda.
2. Payment of all fees to the City Clerk.

RESOLUTION NO. 2019-46

A RESOLUTION APPROVING THE AMENDED SITE PLAN INCLUDING PRAIRIE GRASS PLANTINGS FOR LAKESIDE FELLOWSHIP CHURCH

WHEREAS, Lakeside Fellowship Church is located at 1121 W. Bridge Road, Polk City, Iowa; and

WHEREAS, the City Council approved Resolution 2015-27 approving the original submitted Site Plan and provisions on April 27, 2015; and

WHEREAS, the City Council approved Resolution 2016-13 approving the amended submitted Site Plan and provisions on February 22, 2016; and

WHEREAS, the City Council approved Resolution 2016-103 approving the amended submitted Site Plan and provisions on October 24, 2016; and

WHEREAS, the City Council approved Resolution 2018-110 approving the amended submitted Site Plan and provisions on September 24, 2018; and

WHEREAS, Lakeside Fellowship Church has submitted an additional amendment for prairie grass plantings not to exceed three (3) feet in maximum height with an 8' wide mown strip from the edge of shoulder on W. Bridge Road, and 8' wide mown strip on both sides of the driveway between the recreational trail and roadway, and a 2' wide mown strip along both sides of the recreational trail; and

WHEREAS, the Polk City Planning and Zoning Commission reviewed and recommended approval for the Amended Site Plan for Lakeside Fellowship Church on May 20, 2019; and

WHEREAS, the City Engineers have reviewed the Site Plan and documents and recommend approval subject to the grasses and forbs used within the public right-of-way having a maximum height of three (3) feet with an 8' wide mown strip from the edge of shoulder on W. Bridge Road, and 8' wide mown strip on both sides of the driveway between the recreational trail and roadway, and a 2' wide mown strip along both sides of the recreational trail AND if the prairie plantings are not established within three years, the City may retain the right to require these areas to be reseeded with lawn mixture and mown as per Code of Ordinances.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa hereby accepts the recommendations of the Planning and Zoning Commission, the City Engineer, and deems it appropriate to approve the amended Site Plan which allows for prairie grass plantings for Lakeside Fellowship Church, subject to grasses and forbs used within the

public right-of-way have a maximum height of three (3) feet with an 8' wide mown strip from the edge of shoulder on W. Bridge Road, and 8' wide mown strip on both sides of the driveway between the recreational trail and roadway, and a 2' wide mown strip along both sides of the recreational trail AND if the prairie plantings are not established within three years, the City may retain the right to require these areas to be reseeded with lawn mixture and mown as per Code of Ordinances.

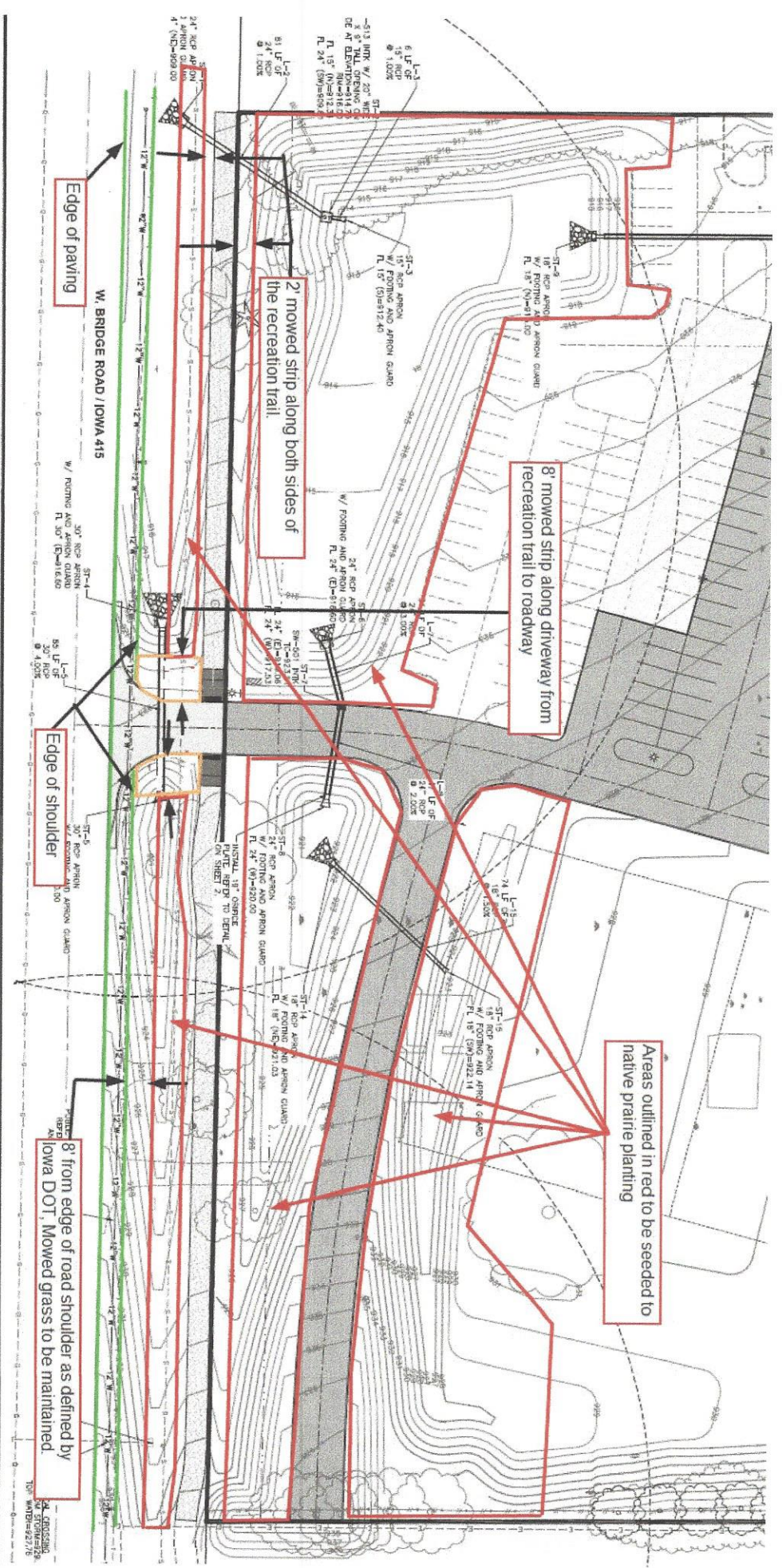
BE IT FURTHER RESOLVED, that the provisions outlined in Resolution 2015-27 and 2016-13 and 2016-103 and 2018-110 are still in full force and affect and further made a part of this Resolution.

PASSED AND APPROVED the 28th day May 2019.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk



8' mowed strip along driveway from recreation trail to roadway

2' mowed strip along both sides of the recreation trail.

Areas outlined in red to be seeded to native prairie planting

8' from edge of road shoulder as defined by Iowa DOT. Mowed grass to be maintained.

Edge of paving

Edge of shoulder

SITE PLAN AMENDMENT

Date: May 14, 2019
 Project: Lakeside Fellowship Church

Prepared by: Kathleen Connor
 Project No.: 119.0476.01

GENERAL INFORMATION:

Applicant:	Lakeside Fellowship Church
Property Owner:	Lakeside Fellowship Church
Requested Action:	Approval of Site Plan for Prairie Grass Plantings
Location	1121 W. Bridge Road;
Size:	8.50 Acres
Zoning:	C-2
Existing Land Use:	Church



BACKGROUND AND DESCRIPTION

The original Site Plan for Lakeside Fellowship Church on Lot 1 of Lakewoods Plat 1 was approved April 27, 2015. The site plan has subsequently been amended for design changes to the building and parking lot, addition of soccer fields, and paving the south temporary gravel parking areas. (The above aerial photo does not reflect the completed paving improvements.)

Lakeside Fellowship Church would like to plant a portion of their site with native prairie flowers/grass due to the difficulty in mowing the significant slopes and wet areas in the detention basin and ditch, to reduce watering needed to keep the grass green, and to mitigate erosion occurring in the ditches. Since *Chapter 152 - Weeds* of Polk City code restricts the height of grass or weeds on private property to a maximum height of 6 inches, it was determined that a Site Plan was necessary so the City could formally waive the requirement for mowing in specific areas designated on the site plan which will be planted with prairie flowers. Approval of this site plan would also waive the Section 135.10 requirement for timely mowing of the right-of-way by the abutting property owner.

REVIEW COMMENTS: Pursuant to our review of Submittal #1 we offer the following comments:

1. Since there are multiple seed mixtures for native plantings, please provide the proposed mixture(s) to be used for this site along with the height of the plants in each mixture. The seed mix used within the public right-of-way should include grasses and forbs up to maximum height of 3 feet. The seed mix(s) used on private property does not have a height limitation.

2. Prairie flowers can take up to three years to be fully established, so this area may not be very attractive until that point. However, if the prairie flowers are not established within three years, the City may wish to retain the right to require these areas to be reseeded with lawn mixture and mown as per usual.

RECOMMENDATION:

Staff recommends approval of the Site Plan Amendment for Lakeside Fellowship Church subject to the following:

1. Each of the above review comments shall be addressed prior to this item being placed on the City Council agenda.
2. Payment of all fees to the City Clerk.

RESOLUTION NO. 2019-48

**A RESOLUTION APPROVING THE PRELIMINARY PLAT FOR
BRIDGEVIEW PLAT 2**

WHEREAS, Civil Engineering Consultants, Inc., on behalf of All Points Development L.C., submitted a Preliminary Plat for Bridgeview Plat 2; and

WHEREAS, on May 20, 2019 the Polk City Planning and Zoning Commission met and recommended approval of the Preliminary Plat for Bridgeview Plat 2, subject to completion of the City Engineer's review comments and recommendations being satisfactorily addressed; and

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

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa hereby accepts the recommendations of the Planning and Zoning Commission and the City Engineer and deems it appropriate to approve the Preliminary Plat for Bridgeview Plat 2.

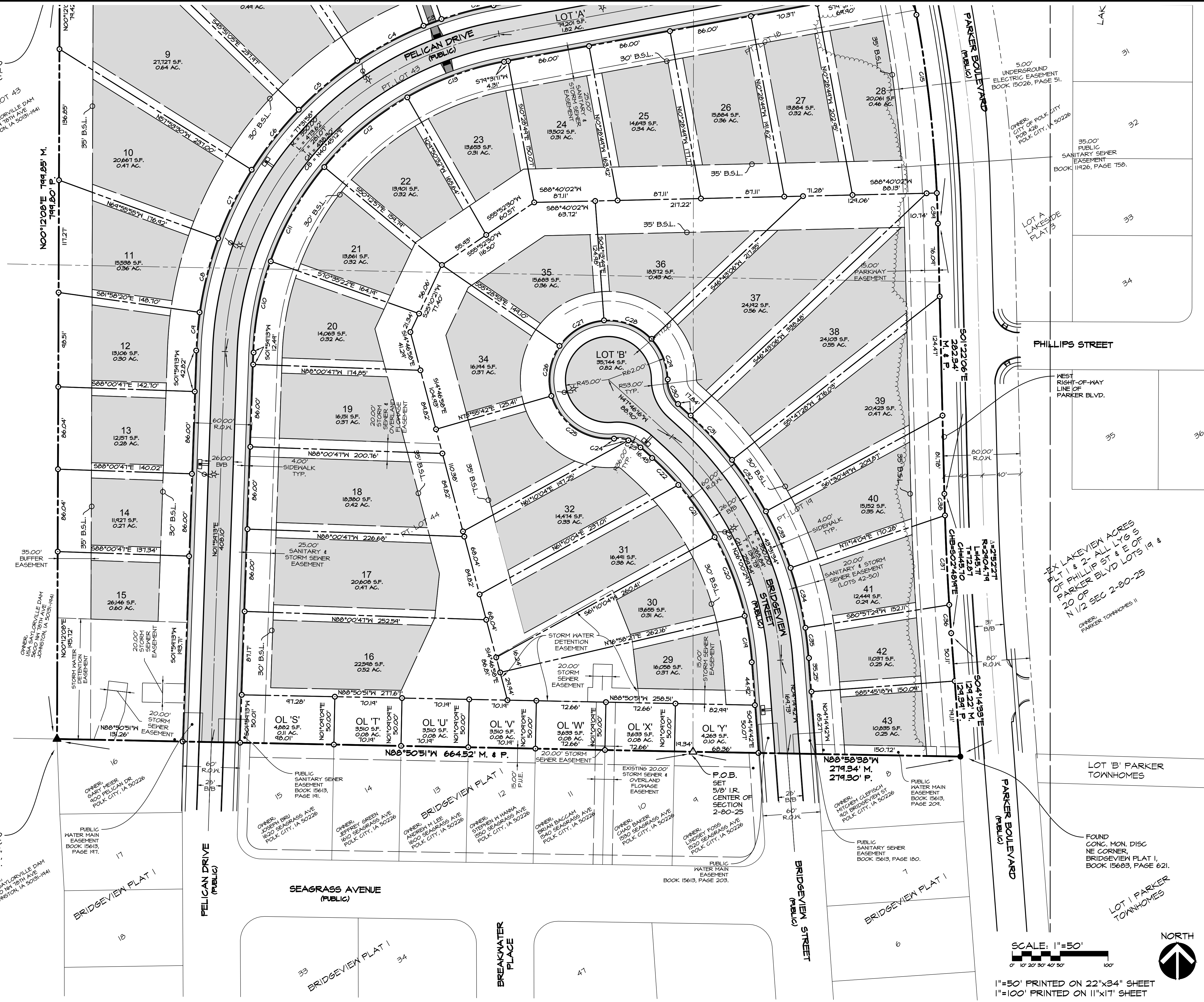
PASSED AND APPROVED the 28th day May 2019.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CH. BEARING
C1	94°58'02"	30.00'	44.72'	32.72'	44.23'	S32°02'10"W
C2	8°24'40"	380.00'	56.34'	28.22'	56.29'	S75°16'21"W
C3	3°01'01"	380.00'	20.01'	10.01'	20.01'	S64°31'00"W
C4	11°44'10"	380.00'	78.39'	39.33'	78.25'	S62°05'55"W
C5	12°02'25"	380.00'	79.85'	40.07'	79.71'	S50°10'08"W
C6	12°02'25"	380.00'	79.85'	40.07'	79.71'	S38°07'43"W
C7	12°02'25"	380.00'	79.85'	40.07'	79.71'	S26°05'18"W
C8	12°02'25"	380.00'	79.85'	40.07'	79.71'	S14°02'53"W
C9	6°02'28"	380.00'	40.07'	20.05'	40.05'	S05°00'26"W
C10	11°25'25"	320.00'	41.31'	49.03'	46.94'	S10°41'55"W
C11	20°22'25"	320.00'	113.71'	57.50'	113.91'	S24°35'50"W
C12	20°22'25"	320.00'	113.71'	57.50'	113.91'	S44°58'16"W
C13	19°21'43"	320.00'	108.14'	54.54'	107.62'	S64°50'19"W
C14	9°05'08"	300.00'	47.17'	30.04'	42.46'	N55°26'15"W
C15	7°42'56"	1342.40'	187.50'	93.84'	187.36'	S06°32'13"E
C16	0°43'54"	1342.40'	17.78'	8.84'	17.78'	S33°03'04"E
C17	17°14'15"	1342.40'	418.91'	211.05'	417.33'	S24°03'39"E
C18	5°03'10"	1342.40'	122.79'	61.44'	122.75'	S12°55'16"E
C19	8°46'51"	320.00'	49.04'	24.57'	48.99'	S08°38'08"E
C20	15°48'23"	320.00'	88.28'	44.42'	88.00'	S20°55'45"E
C21	11°54'10"	320.00'	66.48'	33.36'	66.36'	S34°47'01"E
C22	7°02'10"	320.00'	39.30'	19.67'	39.27'	S44°15'11"E
C23	23°26'10"	36.00'	14.73'	7.47'	14.62'	S54°24'21"E
C24	24°13'43"	36.00'	15.22'	7.73'	15.11'	S83°14'17"E
C25	74°21'51"	62.00'	85.88'	51.44'	79.18'	S55°45'13"E
C26	50°35'24"	62.00'	54.74'	29.30'	52.48'	S09°13'24"W
C27	51°15'04"	62.00'	55.46'	29.74'	53.63'	S60°08'39"W
C28	50°56'55"	62.00'	55.13'	29.54'	53.33'	N68°45'22"W
C29	43°10'31"	62.00'	46.72'	24.53'	45.62'	N21°41'39"W
C30	45°28'35"	36.00'	20.57'	15.04'	21.83'	N22°47'07"W
C31	9°33'44"	380.00'	63.42'	31.78'	63.35'	N42°59'24"W
C32	9°43'20"	380.00'	64.48'	32.32'	64.40'	N33°20'52"W
C33	9°43'20"	380.00'	64.48'	32.32'	64.40'	N23°37'31"W
C34	9°43'20"	380.00'	64.48'	32.32'	64.40'	N13°54'11"W
C35	4°47'48"	380.00'	31.81'	15.92'	31.80'	N06°38'36"W
C36	0°35'04"	2904.71'	24.64'	14.82'	24.64'	S03°57'01"E
C37	1°50'39"	2904.71'	93.50'	46.75'	93.44'	S02°44'09"E
C38	0°26'43"	2904.71'	22.58'	11.29'	22.58'	S01°35'28"E
C39	1°18'40"	1342.40'	31.86'	15.93'	31.86'	S02°01'26"E



FOUND CONC. MON. DISC
NM CORNER,
BRIDGEVIEW PLAT I,
BOOK 15683, PAGE 621.

OWNER:
SEA SALT/CORVILLE DAM
5300 W. 17TH AVE
JOHNSON, IA 50131-1441

OWNER:
PUBLIC WATER MAIN
EASEMENT
BOOK 15613,
PAGE 197.

SEAGRASS AVENUE
(PUBLIC)

OWNER: BRIJ
JOSEPH
1870 SEAGRASS AVE
POLK CITY, IA 50226

OWNER: JEFFREY GREEN
1610 SEAGRASS AVE
POLK CITY, IA 50226

OWNER: ANDREW W LEE
1600 SEAGRASS AVE
POLK CITY, IA 50226

OWNER: BRIAN BACAM
1540 SEAGRASS AVE
POLK CITY, IA 50226

OWNER: CHAD BAKER
1530 SEAGRASS AVE
POLK CITY, IA 50226

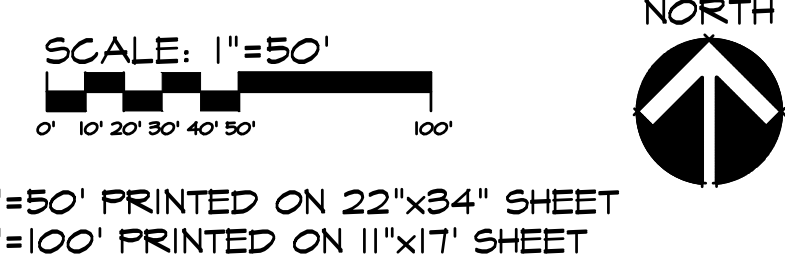
OWNER: LINDSEY FOSB
1520 SEAGRASS AVE
POLK CITY, IA 50226

PUBLIC WATER MAIN
EASEMENT
BOOK 15613, PAGE 203.

PUBLIC SANITARY SEWER
EASEMENT
BOOK 15613, PAGE 180.

FOUND CONC. MON. DISC
NE CORNER,
BRIDGEVIEW PLAT I,
BOOK 15683, PAGE 621.

LOT 1 PARKER
TOWNHOMES



EX LAKEVIEW ACRES
PLT 1 & 2 - ALL LYG S
OF PHILLIP ST & E OF
PARKER BLVD LOTS 19 &
20 OR
N 1/2 SEC 2-80-25
OWNER:
PARKER TOWNHOMES II

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

CEC

DATE:	REVISIONS	COMMENTS
MARCH 22, 2014	1	04-10-2014
	2	05-20-2014
	3	
	4	
	5	
	6	

DATE OF SURVEY: DEC. 2013
DESIGNED BY: JFO
DRAWN BY: MEH

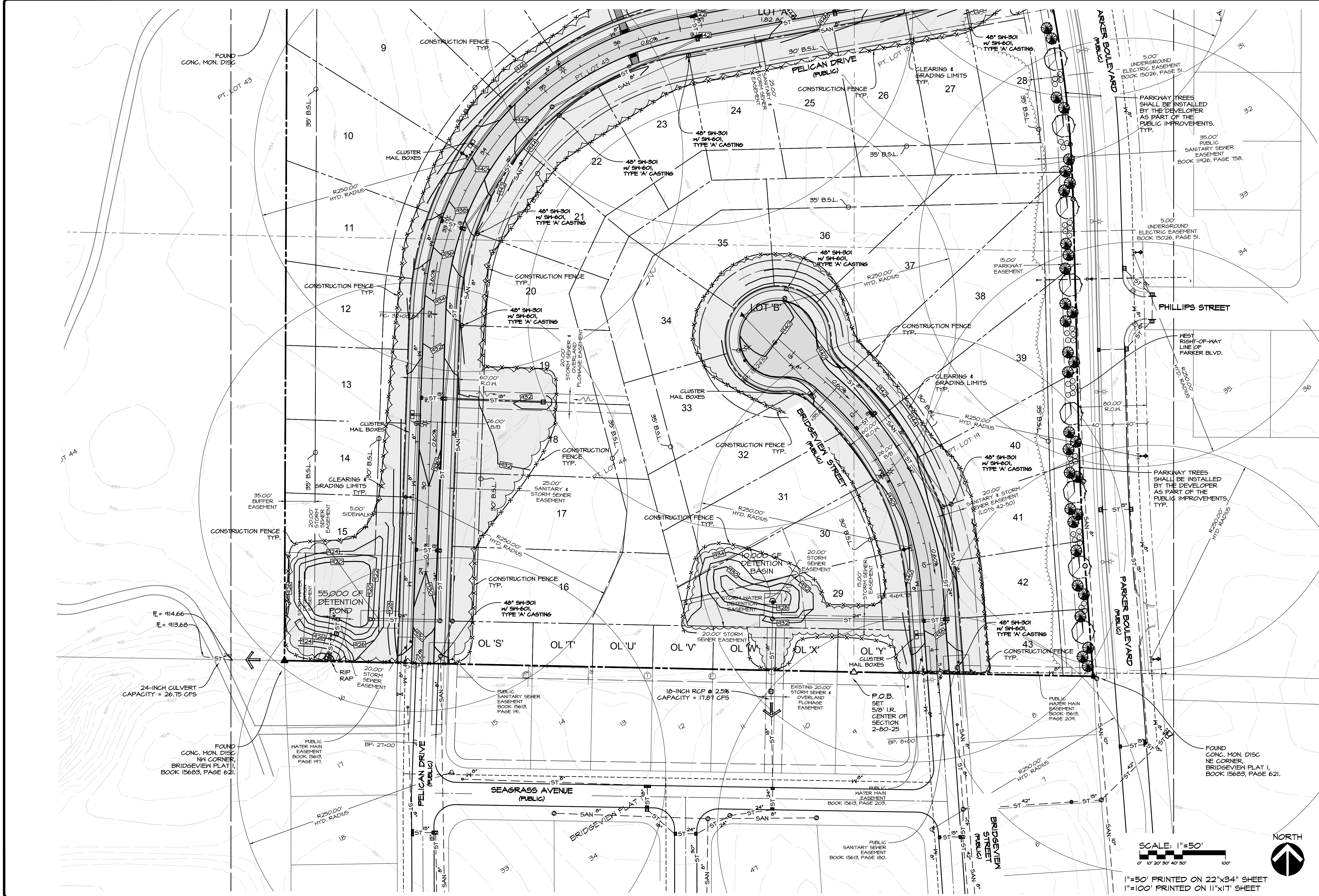
BRIDGEVIEW PLAT 2
POLK CITY, IOWA

SOUTH SITE - DIMENSION PLAN

SHEET
02
OF 05
E-8072

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CH. BEARING
C1	94°58'02"	30.00'	44.72'	32.72'	44.23'	S32°02'10"W
C2	8°24'40"	380.00'	56.34'	28.22'	56.24'	S75°16'21"W
C3	3°01'01"	380.00'	20.01'	10.01'	20.01'	S64°31'00"W
C4	11°44'10"	380.00'	78.34'	34.33'	78.25'	S62°05'55"W
C5	12°02'25"	380.00'	74.85'	40.07'	74.71'	S50°10'08"W
C6	12°02'25"	380.00'	74.85'	40.07'	74.71'	S38°07'43"W
C7	12°02'25"	380.00'	74.85'	40.07'	74.71'	S26°05'18"W
C8	12°02'25"	380.00'	74.85'	40.07'	74.71'	S14°02'53"W
C9	6°02'28"	380.00'	40.07'	20.05'	40.05'	S05°00'26"W
C10	17°25'25"	320.00'	41.31'	44.03'	46.44'	S10°41'55"W
C11	20°22'25"	320.00'	113.74'	57.50'	113.14'	S24°35'50"W
C12	20°22'25"	320.00'	113.74'	57.50'	113.14'	S44°58'16"W
C13	19°21'43"	320.00'	108.14'	54.54'	107.62'	S64°50'14"W
C14	90°05'08"	30.00'	47.17'	30.04'	42.46'	N55°26'15"W
C15	7°42'56"	1342.40'	187.50'	43.84'	187.36'	S06°32'13"E
C16	0°43'54"	1342.40'	17.78'	8.84'	17.78'	S33°03'04"E
C17	17°14'15"	1342.40'	418.91'	211.05'	417.33'	S24°03'54"E
C18	5°03'10"	1342.40'	122.74'	61.44'	122.75'	S12°55'16"E
C19	8°46'51"	320.00'	44.04'	24.57'	48.94'	S08°38'08"E
C20	15°48'23"	320.00'	88.28'	44.42'	88.00'	S20°55'45"E
C21	11°54'10"	320.00'	66.48'	33.36'	66.36'	S34°47'01"E
C22	7°02'10"	320.00'	34.30'	14.67'	34.27'	S44°15'11"E
C23	23°26'10"	36.00'	14.73'	7.47'	14.62'	S54°24'21"E
C24	24°13'43"	36.00'	15.22'	7.73'	15.11'	S83°14'17"E
C25	74°21'51"	62.00'	85.88'	51.44'	74.18'	S55°45'13"E
C26	50°35'24"	62.00'	54.74'	24.30'	52.98'	S04°13'24"W
C27	51°15'04"	62.00'	55.46'	24.74'	53.63'	S60°08'34"W
C28	50°56'55"	62.00'	55.13'	24.54'	53.33'	N68°45'22"W
C29	43°10'31"	62.00'	46.72'	24.53'	45.62'	N21°41'34"W
C30	45°28'35"	36.00'	28.57'	15.04'	27.83'	N22°47'07"W
C31	9°33'44"	380.00'	63.42'	31.78'	63.35'	N42°54'24"W
C32	9°43'20"	380.00'	64.48'	32.32'	64.40'	N33°20'52"W
C33	9°43'20"	380.00'	64.48'	32.32'	64.40'	N23°17'31"W
C34	9°43'20"	380.00'	64.48'	32.32'	64.40'	N13°54'11"W
C35	4°41'48"	380.00'	31.81'	15.92'	31.80'	N06°38'36"W
C36	0°35'04"	2404.74'	24.64'	14.82'	24.64'	S03°51'01"E
C37	1°50'34"	2404.74'	43.50'	46.75'	43.44'	S02°44'04"E
C38	0°26'43"	2404.74'	22.58'	11.24'	22.58'	S01°35'28"E
C39	1°18'40"	1342.40'	31.86'	15.93'	31.86'	S02°01'26"E





Q:\EPL\15-0000\BRIDGEVIEW PLAT 2, CTD, Drawing File: BRIDGEVIEW PLAT 2.dwg, 2/20/2019 9:55:36 AM, mchill, LT

24-INCH CULVERT
CAPACITY = 26.75 CFS

FOUND
CONC. MON. DISC
NM CORNER,
BRIDGEVIEW PLAT I,
BOOK 15683, PAGE 621.

PUBLIC
WATER MAIN
EASEMENT
BOOK 15613,
PAGE 191.

SEAGRASS AVENUE
(PUBLIC)

BRIDGEVIEW PLAT
(PUBLIC)

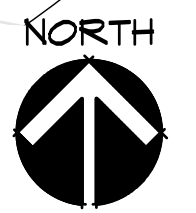
EXISTING 20.00'
STORM SEWER &
OVERLAND
FLOWAGE
EASEMENT

P.O.B.
SET
5/8' LR.
CENTER OF
SECTION
2-80-25

PUBLIC
WATER MAIN
EASEMENT
BOOK 15613,
PAGE 204.

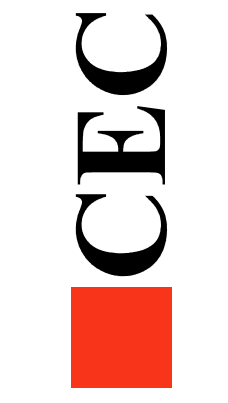
PUBLIC
SANITARY SEWER
EASEMENT
BOOK 15613,
PAGE 180.

SCALE: 1"=50'
0' 10' 20' 30' 40' 50' 100'



1"=50' PRINTED ON 22"x34" SHEET
1"=100' PRINTED ON 11"x17" SHEET

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

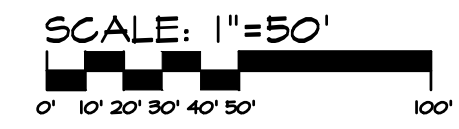


DATE:	REVISIONS	COMMENTS
MARCH 22, 2014	1	04-10-2014
	2	05-20-2014
	3	
	4	
	5	
	6	

DATE: MARCH 22, 2014
DESIGNED BY: JFO
DRAWN BY: MEH

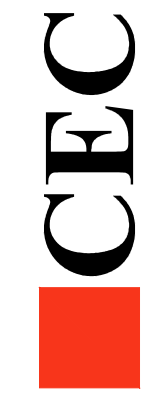
BRIDGEVIEW PLAT 2
POLK CITY, IOWA
SOUTH SITE - GRADING & UTILITIES

SHEET
04
OF 05
E-8072



SCALE: 1"=50'
 1"=100' PRINTED ON 11"x17" SHEET

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



DATE:	REVISIONS	COMMENTS
MARCH 22, 2014	1	04-10-2014
	2	05-20-2014
	3	
	4	
	5	
	6	

DATE OF SURVEY: DEC. 2013
 DESIGNED BY: JFO
 DRAWN BY: MEH

BRIDGEVIEW FLAT 2
 POLK CITY, IOWA
NORTH SITE - GRADING & UTILITIES

SHEET
05
 OF 05
 E-8072

Q:\EPL\15-8000\8072_CED\Drawings\Plan\8072.PDF (0_Bug_5/20/2014 9:57:05 AM, mshill, 1:1)