

TENTATIVE AGENDA (revised)  
CITY OF POLK CITY | 112 3<sup>rd</sup> Street, Polk City, Iowa  
REGULAR COUNCIL MEETING  
Monday, December 8, 2014, at 6:30 pm

1. Perfect the Agenda
2. Audience: Items not on the agenda may be discussed at this time  
Members of the audience may speak on any agenda item as it is addressed
3. Consent Agenda: Items on the consent agenda are normally items of routine nature that do not require discussion. This process reduces the length of both the agenda and the council meeting
  - A. Approve Council Minutes of November 24, 2014;
  - B. Approve Claims dated December 8, 2014;
  - C. Receive and file Department Head reports for December 2014; Police, Fire, Water, Building Permits;
  - D. Approval of the financial reports for November 2014;
  - E. Approve Resolution No. 2014-112; Metro Waste Authority appointments;
  - F. Approve Wastewater Reclamation Authority (WRA) appointments of Gary Mahannah as primary and Deb Nabity as alternate;
  - G. Approve Des Moines MPO representative appointments of Gary Mahannah as primary and Jennifer Ratcliff as alternate, and TTC representative appointments of Dennis Dietz as primary and Doug Sires as alternate;
  - H. Receive and file Parks Commission minutes of December 1, 2014;
  - I. Approval of the summer recreation committee recommendations with the addition of creating a waiting list;
  - J. Approval of the hiring of Taylor Young to the Polk City Fire Department; grade scale 4, step 2 \$12.18 hr.;
  - K. Approval of the promotion of Jason Custforth to the position of Fire Marshal, Craig Ver Huel to the position of Lieutenant, and Brain Hanson to Lieutenant/Chief Engineer grade scale 6, step 2 \$15.19 hr.;
  - L. Approval of the 2015 officers for the Polk City Fire Department; and,
  - M. Approval of the motion to authorize the City Attorney to execute the title clearing the affidavit regarding Lot. 27 in the Tournament Club Townhomes.
4. Approval Resolution 2014- 113 approving Snyder & Associates invoice approving the October invoice in the amount of \$18,628.10
5. Approve Resolution No. 2014-114, 28E agreement between Polk City and the Des Moines Metropolitan Wastewater Reclamation Authority titled "Chapter 28E Agreement between Polk City, Iowa and the Des Moines Metropolitan Wastewater Reclamation Authority for the Conveyance of Property Interests and Improvements and for the Grant of Permanent Easement for Operational Control and Maintenance of Equalization Basins, Pump Station and Control Facilities"
6. Approve resolution 2014-115 accepting the Completion of Public Improvements in Connection with Lost Lake Estates Plat I; and release of security check
7. Further Discussion and possible action on Comprehensive Plan responses
8. 1<sup>st</sup> reading of Ordinance No. 2014-2000, amending Chapter 65, Stop or Yield Required
  - a. Consideration to waive the 2<sup>nd</sup> and 3<sup>rd</sup> reading
9. Approve US Bank as Polk City's credit card processor
10. Ken Thornton: Council Liaison Report
11. Attorney's Report
12. Engineer's Report
13. Mayor's Report
  - a. Department accomplishments
14. Public Works and Liaison Report
  - a. Recycling area check point review
  - b. Snow removal report
15. Technology Director Report
16. Library Director and Liaison Report
17. Fire Dept. and Liaison Report
18. Police Dept. and Liaison Report

19. Council Discussion/Action
20. Adjourn meeting until January 12, 2015

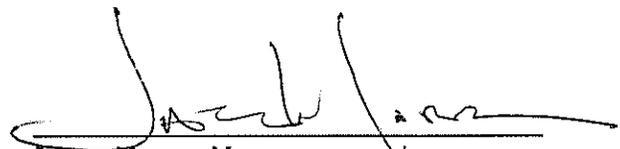
City of Polk City  
Special Work Session  
November 24, 2014

The City Council for the City of Polk City met in special session on November 24, 2014, at City Hall in Polk City, Iowa. Present were Robert Mordini, David Dvorak, Jeff Walters, Dan Lane and Ron Anderson. Also present were Administrator Gary Mahannah and Planning and Zoning members James Hill, Dennis Dietz and Doug Sires. Mayor Jason Morse called the meeting to order at 4:30 p.m.

The purpose of the special work session was to interview firms for the City's Comprehensive Plan. The firms interviewed were JEO Engineering, MSA Professional Services and Snyder and Associates. The council allowed each firm a fifteen minute presentation and fifteen minutes for questions and answers.

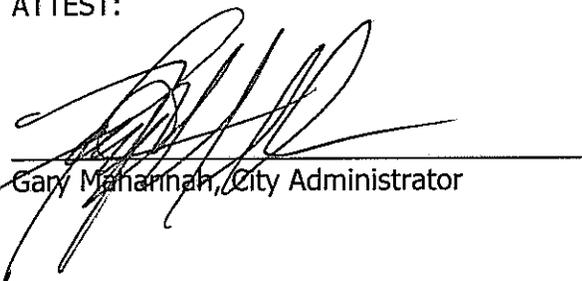
Following the interviews, the Council discussed selecting a firm with the Planning and Zoning Commission members that were present.

The meeting adjourned at 6:30 p.m.



Jason Morse, Mayor

ATTEST:



Gary Mahannah, City Administrator

City of Polk City  
Regular Council Meeting  
November 24, 2014

The City Council for the City of Polk City met in regular session on November 24, 2014, at City Hall in Polk City, Iowa. Present were Robert Mordini, David Dvorak, Jeff Walters, Dan Lane and Ron Anderson. Also present were Administrator Gary Mahannah, Attorney Amy Beattie and Engineering Representative Kathleen Connor. Mayor Jason Morse called the meeting to order at 6:30 p.m.

Motion was made by Walters to accept the agenda as presented, seconded by Dvorak. Motion was approved unanimously by roll call.

Motion was made by Mordini to approve the Consent Agenda as presented, seconded by Lane. Motion was approved unanimously by roll call.

- A. Approve Council Minutes of November 10, 2014;
- B. Approve Claims dated November 24, 2014;
- C. Receive and file Department Head reports for November, 2014;
- D. Approve 6 month probationary period for Jake Schreier, place into grade step of 11-1 at \$50,287, effective December 1, 2014;
- E. Acknowledge hiring of Suzanne Lindaman as Youth Services Librarian starting November 13, place into grade step of 6-1 at \$14.70/hr.;
- F. Appoint Jennifer Ratcliff as Des Moines Area MPO alternate representative;
- G. Receive and file Planning and Zoning Commission minutes of November 17, 2014.

Tom Cope, representing the Metropolitan Advisory Council (MAC), gave a presentation on the MAC and its functions. Present members of the MAC include 21 cities and 3 counties surrounding the metropolitan area. MAC's purpose is to improve the communication and working relationship of the Central Iowa regions, and be unified in creating model ordinances and legislative issues. The MAC is working on strategic plans for both short term goals and long term priorities.

Joe Butler, Scott Borwig, and Bob Miller were present on behalf of the Polk City Development Corporation. The council received PCDC's third quarter financial report. Motion was made by Lane to receive and file PCDC's 3<sup>rd</sup> quarter financial reports for 2014, seconded by Mordini. Motion was approved unanimously by roll call.

Motion was made by Dvorak to approve the request from PCDC for payment of \$45,000 for their 2015 fiscal year budget, seconded by Walters. Motion was approved unanimously by roll call.

The Council interviewed firms for updating the city's comprehensive plan. The firms interviewed were JEO Engineering, MSA Professional Services and Snyder and Associates. The Clerk was directed to put further discussion and possible award of the comprehensive plan on the council meeting for December 8, 2014.

No action was taken on the first reading of Ordinance No. 2014-1900, amending Chapter 65, adding a stop sign at 1<sup>st</sup> and Van Dorn Street. The ordinance will be brought back to council at a later date.

Motion was made by Mordini to approve Change Order No. 1 in the amount of -\$34.00 for the 2013 Street Repair Project, seconded by Lane. Motion was approved unanimously by roll call. The change order reflects the final constructed quantities.

Motion was made by Mordini to approve Resolution No. 2014-111, accepting the 2013 Street Repair Project and approving Pay Application No. 3 (Sub-Final) in the amount of \$190. to TK Concrete Inc., seconded by Lane. Motion was approved unanimously by roll call.

Motion was made by Anderson to approve the 3<sup>rd</sup> reading of Ordinance No. 2014-1800, adding the Floodplain Overlay District to Chapter 165, Zoning Regulations of the Municipal Code, seconded by Dvorak. Motion was approved unanimously by roll call.

Motion was made by Anderson to approve the Broadway Avenue Access Management Policy, seconded by Walters. Motion was approved unanimously by roll call. The purpose of the policy is to protect access capacity by limiting access on Broadway.

Motion was made by Anderson to approve the S. 3<sup>rd</sup> Street Access Management Plan, seconded by Mordini. Motion was approved unanimously by roll call. The purpose of the plan is to control traffic on S. 3<sup>rd</sup> Street.

Motion was made by Lane to approve the Mission Statement for the City, subject to a couple of minor changes, seconded by Anderson. Motion was approved unanimously by roll call.

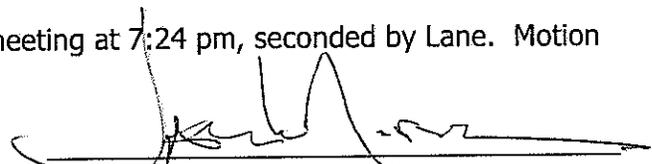
Jake Schreier, Technology Director, updated the council on the new phone system for City Hall, Police and Fire, which should be installed in the near future. He also reported on the Winter Weather Guide that is on the city's website.

Police Sergeant Bjornson reported on the Des Moines Moms Blog, Touch a Truck event, held on November 15, 2014 at the Community Safety Building. The event held in connection with the Children and Families of Iowa provides an educational and safe environment for kids and families. Police and Fire equipment was on display.

Councilman Walters reported on the Summer Rec Committee meeting. A few of the items recommended were early registration with a dead line, charging a fee for late applications, moving drop off and pick up to the sports complex and increasing fees due to the large increase for busing. Motion was made by Lane to receive and file the minutes and recommendations of the Summer Rec Committee and send on to the Parks Commission for their recommendation, seconded by Anderson. Motion was approved unanimously by roll call.

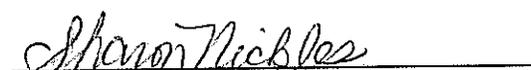
Kathleen Connor, Engineering Representative, reported on the topography, wet lands and mitigation requirements for the sports field area.

Motion was made by Anderson to adjourn the meeting at 7:24 pm, seconded by Lane. Motion was approved vocally and unanimously.



Jason Morse, Mayor

Attest:



Sharon Nickles, CMC

VENDOR	REFERENCE	AMOUNT
ALBAUGH MCGOVERN POST 42	IOWA FLAGS	598.07
Kent Altena	HARD DRIVE REPLACEMENT	35.92
Amazon	BOOKS, CD ETC.	1,597.15
ARDICK EQUIPMENT CO.	SIGNS	1,042.00
ARNOLD MOTOR SUPPLY	VEHICLE PARTS & SUPPLIES	877.88
Brick Law Firm	Legal Fees	4,726.67
CAPITAL CITY EQUIPMENT CO.	FILTERS FULL SERVICE	282.66
Capital Sanitary Supply	Cleaning Supplies	106.76
CENTURY LINK	PHONE SERVICE	24.99
COVENTRY HEALTH & LIFE CO	HEALTH INSURANCE	13,285.90
Crystal Clear Water Co	PURCHASED WATER	22.50
DATA TECHNOLOGIES	SUMMIT LICENSE FEE	5,754.24
Des Moines Water Works	PURCHASED WATER	4,314.51
Dewey Ford	VEHICLE REPAIRS & MAINTENANCE	1,901.30
ELECTRONIC ENGINEERING CO.	LICENSING FEE   Q License	350.00
Fire Service Training Bureau	FIREFIGHTER TESTING	350.00
First Bankcard	SQUARE LIGHTING	2,595.85
Gale/CENGAGE LEARNING	LIBRARY BOOKS	165.68
Gary Heuertz	Milage	249.76
GENERAL FIRE & SAFETY	FIRE EXTINGUISHER SERVICE	5.00
GNA TRUCKING LLC	TRUCKING SERVICES	522.16
HAWKINS INC	BLEACH FOR WATER	495.75
HYDRO-KLEAN INC.	TRUCK SERVICE	16,972.26
I.M.W.C.A.	WORKERS COMP INSURANCE	4,375.00
IA DEPT OF TRANSPORTATION	VEHICLE INSPECTIONS	270.00
Iowa Assn. of Mun. Utilities	CIASSO	710.97
Iowa Title Company	TITLE SEARCH	400.00
JIM'S JOHNS	PORTABLE TOILET RENTAL	160.00
KLEEN SWEEP SERVICES INC	CLEANING SERVICE	845.00
Lawson Products	PARTS, HARDWARE & SUPPLIES	1,104.05
Linweld Inc	SUPPLIES	269.80
MARTIN MARIETTA AGGREGATES	CLEAN ROCK	199.20
MENARDS	PLIES	615.19
METRO WASTE AUTHORITY	CURB IT RECYCLING	3,715.30
MIDWEST OFFICE TECHNOLOGY	COPIER RENTAL	30.00
Midwest Wheel	TRUCK CHAIN TIGHTENER	385.12
MODERN MARKETING	HAND OUTS	289.17
MSC Industrial Supply Inc	SPLINTRINGS	165.71
NELSON AUTOMOTIVE	REPAIR PARTS	14.61
O'Halloran International Inc	BREAK CHANGED DUMP TRUCK	895.61
Overhead Door Co Of Des Moines	LABOR	142.50

Pam Witt	Mileage   Training Class	60.45
Public Safety Center Inc	CLEANER	85.49
R.A.D. Systems	LICENSE RENEWAL INVOICE	50.00
RACOM	MONTHLY FEE	658.00
RADAR ROAD TEC	RADAR CERTIFICATION	210.00
RELIANCE STANDARD LIFE INSURAN	STAFF INSURANCE	845.92
Safe Building Comp. & Tech	BUILDING INSPECTIONS	8,970.64
Sandry Fire Supply L.L.C.	BATTERIES	7.19
Sportsman's Warehouse	ANNUAL QUALIFICATION	719.31
Sprayer Specialities Inc	PRETREATMENT SPRAYER REPAIRS	591.56
Spring Valley Wireless	PHONE USAGE	186.95
T-MOBILE	PHONE SERVICE	101.13
Titan Machinery	WANING LIGHT ON SV	2,049.01
TK Concrete Inc	PARTIAL PAYMENT NO. 3	190.00
TRUCK EQUIPMENT INC.	PARTS REPLACEMENT ON PLOW	240.20
VERIZON WIRELESS	PHONE AND DATA PLAN	921.67
WASTE MANAGEMENT OF IOWA	WASTE HAULING	4,016.81
***** REPORT TOTAL *****		90,768.57

Polk City Police Department Monthly Report for November 2014

Incident Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Avg
02 Violation	0	0	0	0	0	0	0	0	0	0	0	0	0	0
911 Incomplete	0	0	0	2	0	1	1	2	0	3	0	0	9	1
Alarm	7	2	5	1	3	3	6	7	4	6	3	0	47	4
Alcohol, Illegal Poss	1	0	0	0	0	0	0	0	0	0	0	0	1	0
Alcohol, Supply	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Animal Bite	0	0	0	0	0	1	0	2	0	0	1	0	4	0
Animal Complaint	3	9	7	4	13	7	7	8	1	7	3	0	69	6
Animal Impound	1	1	1	1	1	2	2	0	4	2	0	0	15	1
Arson	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Arrest, Other	0	4	3	1	1	0	0	0	2	0	0	0	11	1
Arrest, Traffic	2	2	1	0	1	4	4	1	2	0	1	0	18	2
Arrest, Warrant	1	1	0	0	1	0	0	0	1	1	1	0	6	1
Assault	0	0	1	0	2	0	1	0	0	2	1	0	7	1
Assist, Dept	10	7	8	5	11	14	12	16	11	11	12	0	117	11
Assist, FD / Rescue	32	11	30	32	35	24	16	21	26	23	20	0	270	25
Assist, Public	41	39	51	64	76	85	73	73	73	52	51	0	678	62
Burglary	0	0	0	2	2	0	0	0	6	0	2	0	12	1
Burning, Illegal	0	0	3	2	1	0	0	0	1	0	1	0	8	1
Civil Dispute	0	0	0	2	1	1	1	0	0	1	0	0	6	1
Community Room	6	11	7	3	4	0	6	1	2	0	3	0	43	4
Complaint	0	0	0	0	0	0	0	0	0	0	1	0	1	0
Court Order Violation	0	0	1	0	0	0	0	0	1	1	0	0	3	0
Criminal Mischief	1	4	1	2	1	1	1	0	1	3	0	0	15	1
Death Investigation	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Domestic Assault	3	0	0	0	1	1	1	0	0	1	0	0	7	1
Domestic Quarrel	4	2	2	1	3	7	8	10	3	1	5	0	46	4
DPQ	3	1	0	3	6	6	11	3	4	5	2	0	44	4
Fight	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Harassment	1	3	4	3	3	3	2	1	4	1	1	0	26	2
Indecent Exposure	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Intoxication, Public	0	0	2	0	0	0	0	0	0	0	0	0	2	0
Loitering	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Mental Subject	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Missing Person	0	0	0	0	1	0	1	1	0	1	1	0	5	0
Open Door	3	2	7	1	3	2	3	1	2	1	3	0	28	3
OWI	0	0	0	1	1	2	1	2	0	1	0	0	8	1
Parking, Illegal	4	6	5	11	15	16	10	13	14	8	7	0	109	10
Permit, Gambling	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Permit, Peddlers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Person, Suspicious	4	6	9	11	12	9	15	10	14	8	6	0	104	9
Property, Found	0	2	2	4	2	3	3	1	3	1	2	0	23	2
Prowler	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Records Check	9	8	14	1	7	9	9	10	11	12	9	0	99	9
Search Warrant	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Snowmobile Comp	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Suicide	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Suicide, Attempt	1	1	0	1	0	0	1	0	0	2	1	0	7	1
Thefts	2	1	5	8	4	6	7	7	6	4	3	0	53	5
Trespass	0	0	0	1	3	0	0	2	0	0	1	0	7	1
Vehicle Crash, H & R	0	2	0	0	0	0	1	0	0	1	0	0	4	0
Vehicle Crash, PD	6	7	2	1	3	3	3	8	7	3	14	0	57	5
Vehicle Crash, PI	0	1	0	1	1	2	3	0	0	1	0	0	9	1
Vehicle, Abandoned	0	0	0	0	1	0	0	1	0	0	0	0	2	0
Vehicle, Disabled	15	23	17	11	12	22	16	12	20	10	16	0	174	16

Vehicle, Impound	0	0	0	1	1	0	0	0	1	0	0	3	0
Vehicle, Obsolete	0	0	0	0	0	0	0	0	1	0	0	1	0
Vehicle, Suspicious	9	8	9	12	10	5	3	7	10	16	12	101	9
Welfare Check	2	3	1	1	4	5	4	2	4	2	3	31	3
Assist, Public Recon	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Total Incidents</b>	171	167	198	194	246	244	232	222	239	191	186	0	2,290

Total 2290

The Police Department handled a total of 186 incidents during the month of November. A total of 15 traffic citations were issued along with 14 warning citations. In addition the department issued a total of 25 citations for violation of the snow ordinance.

Two officers from the department participated in the Touch a Truck program on 11/15/14.

## Polk City Fire Department - 2014 Call Response Statistics

### November

Call Numbers by Call Type		
Fire Alarm	2	4.2%
Fire Assignment	11	22.9%
Investigation Assignment	2	4.2%
Medical Assignment	25	52.1%
Rescue Assignment	2	4.2%
COQ - Fire	0	0.0%
COQ - EMS	5	10.4%
Special Assignment	1	2.1%
Water/Ice Rescue	0	0.0%
<b>Totals</b>	<b>48</b>	

Call Numbers By Day		
Monday	8	16.7%
Tuesday	3	6.3%
Wednesday	1	2.1%
Thursday	5	10.4%
Friday	10	20.8%
Saturday	12	25.0%
Sunday	9	18.8%
<b>Totals</b>	<b>48</b>	

Call Numbers By ALS		
M1 - Dan G.	0	0.0%
M2 - JD. Stover	0	0.0%
M3 - Adam V.	0	0.0%
M4 - Jason B.	0	0.0%
M5 - Justin V.	0	0.0%
M6 - Derek M.	0	0.0%
M7 - Chris R.	0	0.0%
M8 - Jason C.	0	0.0%
M9 - Craig V.	0	0.0%
M10 - Mike B.	0	0.0%
M11 - Garrett F.	0	0.0%
M12 -	0	0.0%
Ankeny	2	6.3%
Other	0	0.0%
<b>Totals</b>	<b>2</b>	<b>6.3%</b>

Call Numbers By Time Frame		
05:00-07:00	0	0.0%
07:00-09:00	6	12.5%
09:00-11:00	4	8.3%
11:00-13:00	7	14.6%
13:00-15:00	8	16.7%
15:00-17:00	7	14.6%
17:00-19:00	3	6.3%
19:00-21:00	2	4.2%
21:00-23:00	7	14.6%
23:00-01:00	2	4.2%
01:00-03:00	2	4.2%
03:00-05:00	0	0.0%
<b>Totals</b>	<b>48</b>	

New Recruits		
Active New Recruits	6	16.7%

Call Numbers By Shift		
Mon-Fri Day (0600-1800)	18	37.5%
Mon-Fri Evening (1800-2200)	8	16.7%
Mon-Fri Night (2200-0600)	2	4.2%
Sat/Sun Day (0600-1800)	15	31.3%
Sat/Sun Evening (1800-2200)	3	6.3%
Sat/Sun Night (2200-0600)	2	4.2%

Active Members		
Active Members	38	

Call Numbers By Mutual Aid		
Ankeny Fire Department	0	
Granger Fire Department	0	
Grimes Fire Department	0	
Johnston Fire Department	0	
Madrid Fire Department	0	
Story County	0	
Other	0	
<b>Totals</b>	<b>0</b>	<b>0.0%</b>

Call Numbers By Automatic Aid		
Granger Fire Dept	1	
Ankeny Fire Dept	1	
<b>Totals</b>	<b>2</b>	<b>4.2%</b>

Call Numbers By Month		
January	0	0.0%
February	0	0.0%
March	0	0.0%
April	0	0.0%
May	0	0.0%
June	0	0.0%
July	0	0.0%
August	0	0.0%
September	0	0.0%
October	0	0.0%
November	48	100.0%
December	0	0.0%
<b>Totals</b>	<b>48</b>	

Call Numbers By Division		
Fire Division	16	33.3%
EMS Division	32	66.7%
<b>Totals</b>	<b>48</b>	

Transports By Hospital		
Blank Children's Hospital	0	0.0%
Boone County Hospital	0	0.0%
Broadlawns	0	0.0%
Dallas County Hospital	0	0.0%
Lutheran	3	13.6%
Mary Greeley	0	0.0%
Mercy Medical Center	9	40.9%
Mercy West Lakes	8	36.4%
Methodist	1	4.5%
Methodist West	1	4.5%
VA	0	0.0%
<b>Totals</b>	<b>22</b>	

Call Numbers by Response Area		
IN Polk City Response Area	47	97.9%
OUT of Polk City Response	1	2.1%
<b>Totals</b>	<b>48</b>	

Call Numbers by Apparatus		
Chief 4500	7	14.6%
Deputy Chief 4501	1	2.1%
Duty Officer 4506	11	22.9%
Attack 4520	14	29.2%
Engine 4530	6	12.5%
Tanker 4550	0	0.0%
Engine 4570	3	6.3%
Special Operations 4575	0	0.0%
Ambulance M2	13	27.1%
Ambulance M3	24	50.0%
Boat 4599	2	4.2%

Call Totals By Call Reason		
Abdominal Pain	2	4.2%
Allergic Reaction	1	2.1%
Altered LOC	1	2.1%
Animal Bite	0	0.0%
Apnea (Not Breathing)	0	0.0%
Arm Injury	1	2.1%
Assault	1	2.1%
Assistance	0	0.0%
Back Pain	0	0.0%
Bicycle Accident	0	0.0%
Burns	0	0.0%
Change of Quarters/Standby	5	10.4%
Chest Pain/Cardiac	2	4.2%
Choking	0	0.0%
Code 4 (possible death)	1	2.1%
Commercial Fire	2	4.2%
CPR in Progress	0	0.0%
Crash unknown Injuries	1	2.1%
Crash with Injuries	0	0.0%
Diabetic Problem	0	0.0%
Difficulty Breathing	2	4.2%
Dislocated Shoulder	0	0.0%
Fall	2	4.2%
Fire - Other	2	4.2%
Grass/Brush Fire	3	6.3%
Haz-mat Clean-up	0	0.0%
Head Injury	0	0.0%
Heat Problems	0	0.0%
Ice Rescue	0	0.0%
Illegal Burn	0	0.0%
Insect Bite	0	0.0%
Labor/Delivery	0	0.0%
Leg Injury	0	0.0%
Motorcycle Accident	0	0.0%
Natural Gas Odor	1	2.1%
Odor Investigation	0	0.0%
Medical - Other	0	0.0%
Overdose	0	0.0%
Psychiatric Problem	0	0.0%
Public Assist	0	0.0%
Residential Fire	7	14.6%

Call Totals By Call Reason		
Seizure	1	2.1%
Sick & Care	9	18.8%
Smoke Investigation	0	0.0%
Stroke/CVA	1	2.1%
Suicide Attempt	0	0.0%
Syncope/Passed Out	0	0.0%
Transport (Medical)	0	0.0%
Trauma	0	0.0%
Under the Influence	0	0.0%
Unknown Medical Problem	0	0.0%
Unresponsive	1	2.1%
Vehicle Fire	0	0.0%
Water Rescue	2	4.2%

0

Certifications By Staff		
EMR	1	2.6%
EMT	10	26.3%
Advanced EMT	26	68.4%
Paramedic	23	60.5%
Firefighter I	26	68.4%
Firefighter II	14	36.8%
Haz-mat Operations	5	13.2%
Engineer	0	0.0%
Fire Officer I	11	28.9%
Fire Officer II	0	0.0%
Fire/EMS Instructor	10	26.3%
Fire Instructor II	0	0.0%
BLS Instructor (CPR)	11	28.9%
Health Safety Officer	8	21.1%
Ice Rescue Specialist	1	2.6%

10

Staffing Summary		
Resident - Paid on Call	16	42.1%
Resident - POC/Part Time	9	23.7%
Non-Resident - POC	2	5.3%
Non-Resident - POC/Part Time	11	28.9%
Total Fire Department Staff	38	

# November 2014 Summary

<b>Total Calls for Month</b>	<b>48</b>
<b>Total Calls for Month Last Year</b>	<b>64</b>
<b>% Increase/Decrease For Month</b>	<b>-25.00%</b>

<b>Total Calls Occuring 6:00 AM - 6:00 PM Monday-Friday</b>	<b>18</b>
<b>% Of Calls Occuring 6:00 AM - 6:00 PM Monday-Friday</b>	<b>37.50%</b>

<b>Monthly Volunteer On Call Hours</b>	<b>1272</b>
--	-------------

<b>Total Calls Year To Date</b>	<b>635</b>
<b>Total Calls Last Year To Date</b>	<b>625</b>
<b>% Increase Year to Date</b>	<b>1.60%</b>

**Record # of call in 24 hours: 11 -May 31st 2014**

**Record for # of calls in one week: 31 - July 16th - July 22nd 2012**

**Record for # of calls in one month: 94 - December 2013 (89 - July 2012)**

# Polk City Water Department

## Monthly Report

Month Nov.

Year 2014

Total Water Pumped 7960522 Gallons  
Monthly Daily Avg 265351 Gallons

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### Testing Results

- SDWA Bacteriological Coliform Analysis absent University Hygienic Lab.  
Fecal Coliform Analysis- Sample incubated 35c for 48 hrs then examine for gas production. Gas production verifies presence of fecal coliform organisms.
- Fluoride Analysis 1.0 University Hygienic Lab.  
A fluoride concentration of approx. 1mg/l in drinking water effectively reduces dental caries without harmful effects on health. MCL for fluoride is 4.0 mg/l.  
Fluoride at Plant- Monthly Average .88 mg/l Polk City Lab.  
Fluoride in System- Monthly Average .82 mg/l Polk City Lab.
- Chlorine Free At Plant- Monthly Average 1.11 mg/l Polk City Lab.  
Chlorine Total at plant- Monthly Average 3.41 mg/l Polk City Lab.  
Chlorine Free in System- Monthly Average .66 mg/l Polk City Lab.  
Chlorine Total in System- Monthly Average .88 mg/l Polk City Lab.  
Chlorine requirement is the quantity of chlorine that must be added to H<sub>2</sub>O to achieve complete disinfection of pathogens and protozoa. Chlorine residuals will vary widely depending on organic loading. We also use chlorine to oxidize iron prior to filtration.
- Iron Raw Water- Monthly Average 6.44 mg/l Polk City Lab.  
Iron Finish Water- Monthly Average .02 mg/l Polk City Lab.  
Iron System Water- Monthly Average .02 mg/l Polk City Lab.  
Iron occurs in rocks and minerals in the earth's crust. It's the 4<sup>th</sup> most abundant element respectively. Iron has no effect on human health; its main objection is aesthetics. Concentrations of Iron in finish H<sub>2</sub>O should be between 0.03-0.06mg/l.
- Manganese Raw Water- Monthly Average .22 mg/l Polk City Lab.  
Manganese Finish Water- Monthly Average .12 mg/l Polk City Lab.  
Manganese System Water- Monthly Average .04 mg/l Polk City Lab.  
Manganese also occurs in rocks and the earth's crust. It is the 7<sup>th</sup> most abundant element. Manganese is extremely difficult to remove. Concentrations of Manganese in finish H<sub>2</sub>O should not exceed 0.05mg/l or black staining of plumbing fixtures may occur. No effect on human health.
- pH Raw Water Monthly Average 8.2 mg/l Polk City Lab.  
pH Finish Water-Monthly Average 8.4 mg/l Polk City Lab.  
pH System Water- Monthly Average 9.0 mg/l Polk City Lab.  
pH scale ranges from 0-14 with 7 being considered neutral. Below 7 becomes corrosive to plumbing, above 7 tends to deposit minerals in plumbing. We add caustic soda to maintain proper pH, which should range between 7.5-7.9 in finish water.

Total Tests Performed- Polk City Lab \_\_\_\_\_

Total Hours to perform tests \_\_\_\_\_

September 2014 - New Permits Report for the City of Polk City

Date Issued	Address	Type	Notes	Valuation	Total Fee	SBCT Fee
11/5/2014	1812 Falcon Dr	Mechanical	HVAC - new home	\$0.00	\$0.00	\$0.00
11/7/2014	106 E Madison Dr	Plumbing	New sewer connection			\$0.00
11/10/2014	1813 Falcon Dr	Mechanical	New home mechanical			\$0.00
11/10/2014	403 Booth St	Building	New coax on water tower	\$20,000.00	\$288.00	\$216.00
11/10/2014	1010 S 3rd St Ste 2A	Electrical	Electric - dental office	\$0.00	\$0.00	\$0.00
11/11/2014	909 Chinook Way	Electrical	New home electric			
11/11/2014	312 Lyndale Dr	Electrical	Electrical service and temp pole for n			\$0.00
11/11/2014	609 E Northside Dr	Electrical	Electrical service upgrade		\$50.00	\$45.00
11/11/2014	960 E Southside Dr	Mechanical	New home mechanical			\$0.00
11/11/2014	935 E Southside Dr	Mechanical	mechanical for new home			\$0.00
11/11/2014	635 Timberline Dr	Building	Replace city walk	\$1,500.00	\$49.50	\$37.13
11/12/2014	312 Lyndale Dr	Building	New single family home	\$271,114.00	\$1,750.57	\$1,137.87
11/12/2014	504 Lost Lake Dr	Electrical	electric for new home			\$0.00
11/12/2014	420 E Southside Dr	Fence	4' backyard chainlink fence	\$2,054.00	\$50.54	\$37.91
11/12/2014	504 Lost Lake Dr	Building	New single family home	\$226,314.00	\$1,526.57	\$992.27
11/13/2014	1010 S 3rd St Ste 2A	Plumbing	adding two exam rooms			\$0.00
11/13/2014	1708 Falcon Dr	Building	New home	\$266,485.00	\$1,727.43	\$1,122.83
11/14/2014	820 W Trace Dr	Building	New single family home	\$204,658.00	\$1,418.29	\$921.89
11/14/2014	820 W Trace Dr	Electrical	new home electric			\$0.00
11/17/2014	1805 Falcon Dr	Mechanical	new home mechanical		\$0.00	\$0.00
11/18/2014	940 E Southside Dr	Electrical	new home electrical		\$0.00	\$0.00
11/19/2014	940 E Southside Dr	Mechanical	new home mechanical			\$0.00
11/19/2014	908 W Trace Dr	Electrical	new home electrical			\$0.00

Tuesday, November 25, 2014

11/19/2014	1330 Twelve Oaks Dr	Building	Single family home	\$239,161.00	\$1,590.81	\$1,034.02
11/21/2014	12500 NW Hugg Dr	Plumbing	new home plumbing	\$0.00		\$0.00
11/24/2014	1604 Tournament Club Way	Building	new townhome	\$245,747.00	\$1,623.74	\$1,055.43
11/24/2014	12500 NW Hugg Dr	Electrical	new home electrical	\$0.00		\$0.00
11/24/2014	1608 Tournament Club Way	Building	new townhome	\$246,750.00	\$1,628.75	\$1,058.69
11/25/2014	1310 Twelve Oaks Dr	Building	New single family home	\$324,569.00	\$2,017.85	\$1,311.60
<b>Total</b>				<b>\$2,048,352.00</b>	<b>\$13,722.05</b>	<b>\$8,970.64</b>

Tuesday, November 25, 2014

# Bank Balances

October

2014

**City of Polk City Iowa**  
**November 30, 2014**

Bank Balances:

Checking Account	\$198,229.57
Super Money Market	\$1,883,044.13
IPAIT Investment Account	\$4.00
Luana Savings Bank M.M. Account	\$2,991,911.90

**Total cash at bank** **\$5,073,189.60**

Revenues

November

2014

CITY OF POLK CITY  
 REVENUE REPORT  
 CALENDAR 11/2014, FISCAL 5/2015

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	4,050,986.00-	434,826.28-	1,917,758.35-	47.34	2,133,227.65-
	ROAD USE TOTAL	330,000.00-	29,302.65-	160,995.50-	48.79	169,004.50-
	I-JOBS TOTAL	.00	.00	.00	.00	.00
	TIF TOTAL	322,500.00-	154,573.58-	296,848.84-	92.05	25,651.16-
	L.M.I TOTAL	301,500.00-	337.44-	1,703.62-	.57	299,796.38-
	DEBT SERVICE TOTAL	.00	.00	1,713,120.00-	.00	1,713,120.00
	CAPITAL IMPROVEMENTS TOTAL	1,500,000.00-	.00	.00	.00	1,500,000.00-
	WATER TOTAL	627,150.00-	33,269.47-	292,889.93-	46.70	334,260.07-
	SEWER TOTAL	519,000.00-	35,709.79-	1,926,584.30-	371.21	1,407,584.30
	ESCROW TOTAL	.00	.00	.00	.00	.00

\*\*\*\*\*

CITY OF POLK CITY  
REVENUE REPORT  
CALENDAR 11/2014, FISCAL 5/2015

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	TOTAL OF ALL REVENUES	7,651,136.00-	688,019.21-	6,309,900.54-	82.47	1,341,235.46-
		*****	*****	*****	*****	*****

Expenses

November

2014

CITY OF POLK CITY  
 BUDGET REPORT  
 CALENDAR 11/2014, FISCAL 5/2015

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
POLICE TOTAL		634,874.00	41,006.00	280,853.25	44.24	354,020.75
CIVIL DEFENSE TOTAL		5,000.00	1,908.27	2,242.83	44.86	2,757.17
FIRE TOTAL		441,950.00	26,716.80	171,210.10	38.74	270,739.90
BUILDING/HOUSING TOTAL		418,883.00	22,117.70	183,912.93	43.91	234,970.07
DOG CONTROL TOTAL		2,250.00	.00	129.74	5.77	2,120.26
ROAD USE TOTAL		74,715.00	22,504.64	85,797.49	114.83	11,082.49-
STREET LIGHTING TOTAL		55,000.00	4,287.62	21,644.32	39.35	33,355.68
SNOW REMOVAL TOTAL		.00	.00	.00	.00	.00
STREET CLEANING TOTAL		.00	.00	.00	.00	.00
ENV.HEALTH SERVICES TOTAL		5,000.00	.00	.00	.00	5,000.00
LIBRARY TOTAL		230,625.00	15,260.14	95,987.04	41.62	134,637.96
PARKS TOTAL		227,221.00	28,411.65	131,953.42	58.07	95,267.58
COMMUNITY CENTER TOTAL		18,050.00	3,622.57	11,593.35	64.23	6,456.65
TIF/ECON DEV TOTAL		.00	.00	.00	.00	.00
MAYOR COUNCIL TOTAL		295,719.00	16,403.60	70,888.69	23.97	224,830.31
POLICY ADMINISTRATION TOTAL		268,928.00	22,381.31	124,872.05	46.43	144,055.95
ELECTIONS TOTAL		.00	.00	.00	.00	.00

CITY OF POLK CITY  
 BUDGET REPORT  
 CALENDAR 11/2014, FISCAL 5/2015

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	CITY ATTORNEY TOTAL	45,750.00	1,027.92	6,612.04	14.45	39,137.96
	CITY HALL TOTAL	126,550.00	2,510.53	41,449.81	32.75	85,100.19
	TORT LIABILITY TOTAL	.00	.00	.00	.00	.00
	OTHER CITY GOVERNMENT TOTAL	66,825.00	.00	9,595.02	14.36	57,229.98
	DEBT SERVICE TOTAL	.00	.00	.00	.00	.00
	WATER UTILITY TOTAL	.00	.00	.00	.00	.00
	SEWER UTILITY TOTAL	.00	.00	.00	.00	.00
	RECYCLING TOTAL	.00	.00	.00	.00	.00
	TRANSFER TOTAL	1,500,000.00	.00	.00	.00	1,500,000.00
	GENERAL REVENUES TOTAL	10,000.00	2,647.04-	2,269.32	22.69	7,730.68
	GENERAL TOTAL	4,427,340.00	205,511.71	1,241,011.40	28.03	3,186,328.60
	ROAD USE TOTAL	409,496.00	29,576.83	146,071.03	35.67	263,424.97
	SNOW REMOVAL TOTAL	.00	.00	.00	.00	.00
	ROAD USE TOTAL	409,496.00	29,576.83	146,071.03	35.67	263,424.97
	ROAD USE TOTAL	.00	.00	.00	.00	.00
	I-JOBS TOTAL	.00	.00	.00	.00	.00

CITY OF POLK CITY  
 BUDGET REPORT  
 CALENDAR 11/2014, FISCAL 5/2015

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
TIF/ECON DEV TOTAL		322,500.00	.00	.00	.00	322,500.00
TRANSFER TOTAL		.00	.00	.00	.00	.00
TIF TOTAL		322,500.00	.00	.00	.00	322,500.00
TIF/ECON DEV TOTAL		55,000.00	43,078.03	43,078.03	78.32	11,921.97
L.M.I TOTAL		55,000.00	43,078.03	43,078.03	78.32	11,921.97
DEBT SERVICE TOTAL		21,000.00	.00	15,410.81	73.38	5,589.19
TRANSFER TOTAL		.00	.00	1,671,790.52	.00	1,671,790.52
DEBT SERVICE TOTAL		21,000.00	.00	1,687,201.33	8,034.29	1,666,201.33
TOTAL		1,738,293.00	559,793.00	624,530.32	35.93	1,113,762.68
WATER UTILITY TOTAL		.00	.00	.00	.00	.00
CAPITAL IMPROVEMENTS TOTAL		1,738,293.00	559,793.00	624,530.32	35.93	1,113,762.68
WATER UTILITY TOTAL		575,745.00	31,440.09	242,024.60	42.04	333,720.40
TRANSFER TOTAL		.00	.00	.00	.00	.00
WATER TOTAL		575,745.00	31,440.09	242,024.60	42.04	333,720.40

CITY OF POLK CITY  
 BUDGET REPORT  
 CALENDAR 11/2014, FISCAL 5/2015

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEKPEDED
	SEWER UTILITY TOTAL	2,404,826.00	32,007.43	1,978,856.91	82.29	425,969.09
	TRANSFER TOTAL	.00	.00	.00	.00	.00
	SEWER TOTAL	2,404,826.00	32,007.43	1,978,856.91	82.29	425,969.09
	TRANSFER TOTAL	.00	.00	.00	.00	.00
	ESCROW TOTAL	.00	.00	.00	.00	.00
	TOTAL OF ALL EXPENSES	9,954,200.00	901,407.09	5,962,773.62	59.90	3,991,426.38

**City of Polk City**

**Income November 2014**

General Fund	434,826.28
Road Use Fund	29,302.65
L.M.I. Fund	337.44
Debt Service	0.00
Water Utility Fund	33,269.47
Sewer Utility Fund	35,709.79
Capital Projects	0.00
TIF	<u>154,573.58</u>
<b>Total Income</b>	<b>\$688,019.21</b>

**RESOLUTION NO. 2014-112**

**RESOLUTION TO APPOINT POLK CITY'S REPRESENTATIVES  
ON THE METRO WASTE AUTHORITY BOARD OF DIRECTORS.**

**WHEREAS**, Polk City is a member of the Metro Waste Authority's Board of Directors; and

**WHEREAS**, the term of the City's present representatives has expired.

**WHEREAS**, the purpose of this resolution is to appoint the City's representatives for the Metro Waste Authority's Board of Directors.

**NOW THEREFORE BE IT RESOLVED**, the City Council for the City of Polk City hereby appoints Council person Dan Lane as Primary representative on the Metro Waste Authority Board of Directors, and Mayor Jason Morse as Alternate representative for a term beginning on the 1<sup>st</sup> day of January 2015 and continuing until the 31<sup>st</sup> day of December, 2015.

**PASSED** this 8<sup>h</sup> day of December, 2014.

\_\_\_\_\_  
Jason Morse, Mayor

ATTEST:

\_\_\_\_\_  
Sharon Nickles, City Clerk



November 26, 2014

Jason Morse, Mayor  
City of Polk City  
112 Third Street  
Box 426  
Polk City, IA 50226

Dear Mayor Morse,

On behalf of Metro Waste Authority, I am requesting an official letter and approved resolution verifying primary board and board alternate appointments or reappointments to serve on Metro Waste Authority's Board of Directors for calendar year 2015.

For clarification purposes, appointments must be as follows:

- Primary Board Appointment: Shall be an elected official, member of city council or mayor.
- Board Alternate Appointment: Shall be an elected official, city staff member, or an individual or resident serving your community.

A letter affirming the appointments, including current contact information (address, cell phone, email), and a copy of the approved resolution can be forwarded to Geri Crawford.

Please contact me at (515) 323-6535 ([rme@mwatoday.com](mailto:rme@mwatoday.com)), or my assistant Geri Crawford at (515) 323-6502 ([gcr@mwatoday.com](mailto:gcr@mwatoday.com)), if you have any questions. Thank you for your assistance.

Sincerely,

Reo Menning  
Executive Director

C: City Clerk

RECEIVED  
DEC 01 2014  
CITY OF POLK CITY





**DES MOINES METROPOLITAN  
WASTEWATER RECLAMATION AUTHORITY**  
CITY OF DES MOINES, OPERATING CONTRACTOR

November 18, 2014

To: WRA Communities City Managers/Administrators & Sanitary District Presidents:

Jeff Mark, Altoona	Don Sandor, Pleasant Hill
David Jones, Ankeny	Gary Mahannah, Polk City
Mark Arentsen, Bondurant	Mark Wandro, Polk County
Dennis Henderson, Clive	Joe Sassatelli, USSD
Tom Becker, Cumming	Joseph L. Garvey, Jr., UWHSD
Scott Sanders, Des Moines	Jean Furler, Warren County
Steve Vander Waal, Greenfield Plaza	Tim Moerman, Waukee
Jim Sanders, Johnston	Tom Hadden, West Des Moines
Marketa Oliver, Norwalk	

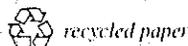
Re: Request for Names of Representatives and Alternates appointed to  
WRA Board and Current Community Population

According to ARTICLE III, Section 2(e) of the "Second Amended and Restated Agreement for the Des Moines Metropolitan Wastewater Reclamation Authority" the Board Secretary shall contact the governing body of each Participating Community to request the names of each Participating Community's representative(s) and alternate(s) to serve on the Board for the upcoming calendar year. The appointment of the representatives and alternates to the Board shall be approved by the governing bodies of the Participating Communities, which appointments shall be certified to the Board before the annual meeting of the Board in January of each year. Therefore, I am requesting that each WRA Community provide the names, addresses, phone numbers and email addresses of both representatives and alternates of the person(s) appointed to the WRA Board. Each appointee will serve on the Board for the 2015 calendar year. Please see the table below to determine your community's allowable number of representatives to the WRA Board. Attached is a list of the current WRA Representatives and alternates of record.

Each Participating Community shall affirm their community's current population according to the latest certified census. This census data will be reviewed by the WRA Technical Committee and reported to the WRA Board for the purpose of population weighted voting for the upcoming calendar year. If your community population is different than shown in the table below please provide documentation certifying the correct census data.

WORKING TOGETHER FOR CLEAN WATER

Phone 515/323-8000 • Fax 515/323-8050 • [www.dmmwra.org](http://www.dmmwra.org)  
3000 Vandalia Road • Des Moines, Iowa 50317-1346





**DES MOINES METROPOLITAN  
WASTEWATER RECLAMATION AUTHORITY**  
CITY OF DES MOINES, OPERATING CONTRACTOR

<u>Community</u>	<u>Number of WRA Board Representa- tives &amp; Alternates Allowed</u>	<u>Community Population</u>
Altoona	1	14,541
Ankeny	2	45,582
Bondurant	1	3,860
Clive	1	15,447
Cumming	1	351
Des Moines	8	203,433
Johnston	1	17,278
Norwalk	1	8,945
Pleasant Hill	1	8,785
Polk City	1	3,418
West Des Moines	3	56,609
Polk County	1	10,517
Warren County	1	0
Waukee	1	13,790
Greenfield Plaza/Hill of Coventry Sanitary District	1	1,743
Urbandale Sanitary Sewer District	2	34,780
Urbandale-Windsor Heights Sanitary District	1	9,543

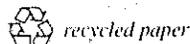
If you have any questions regarding this matter, do not hesitate to contact me at 323-8045.

Sincerely,  
*David L. Miller*

David L. Miller  
Director  
DLM:jpb

WORKING TOGETHER FOR CLEAN WATER

Phone 515/323-8000 • Fax 515/323-8050 • [www.dmmwra.org](http://www.dmmwra.org)  
3000 Vandalia Road • Des Moines, Iowa 50317-1346



DES MOINES AREA

MPO

METROPOLITAN PLANNING ORGANIZATION

420 Watson Powell Jr. Parkway, Suite 200  
Des Moines, Iowa 50309  
Phone: 515.334.0075  
www.dmempo.org

November 11, 2014

The Honorable Jason Morse  
Mayor of Polk City  
Polk City City Hall  
112 Third Street  
Polk City, IA 50226

Dear Mayor Morse:

**Subject: Des Moines Area MPO Representation for 2015**

Annually, the Des Moines Area Metropolitan Planning Organization (MPO) contacts the City of Polk City to request the Polk City, City Council appoint, or reappoint, its representatives to the Des Moines Area MPO and to the Des Moines Area MPO's Transportation Technical Committee (TTC). We are writing to request the Polk City, City Council take that action again this year. Our staff has enclosed forms to fill out and return to the Des Moines Area MPO with the latest information on the City of Polk City's appointments to the Des Moines Area MPO and the Des Moines Area MPO TTC for Calendar Year 2015.

The City of Polk City, through the Amended and Substituted Agreement Establishing the Des Moines Area Metropolitan Planning Organization under Chapter 28E, Code of Iowa, (28E Agreement), has one primary representatives and one alternate representatives on both the Des Moines Area MPO and the Des Moines Area MPO's TTC. The City of Polk City's current representation is:

Des Moines Area MPO Primary Representatives	Gary Mahannah
Des Moines Area MPO Alternate Representatives	Jason Morse
Des Moines Area MPO TTC Primary Representatives	Dennis Dietz
Des Moines Area MPO TTC Alternate Representative	Doug Sires

The City of Polk City needs to appoint/reappoint persons to serve on these Des Moines Area MPO committees. The Des Moines Area MPO's 28E Agreement states ". . . the representative or representatives who serve on the Des Moines Area MPO shall be a member or members of its governing body or other person or persons appointed in the manner approved by such governing body. Alternative representatives may be similarly appointed, on a temporary or permanent basis, as a member government shall determine." No person appointed as a representative to one committee may serve as a primary representative or as an alternate representative on the other committee.

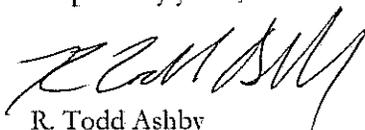
Morse/Ashby Letter  
Polk City MPO Representatives  
November 11, 2014  
Page 2

We remind each of the Des Moines Area MPO's member governments that:

- The Des Moines Area MPO urges that there should be a strong link between the appointing city council and its designated Des Moines Area MPO representative, with this link enhancing the ability of the appointed representative to carry forward that city's views when communicating with other member governments and agencies through the Des Moines Area MPO process.
- The Des Moines Area MPO urges that a city, when making its appointment of Des Moines Area MPO and Des Moines Area MPO TTC representatives select individuals who are committed to and willing to attend and participate in the Des Moines Area MPO's meetings and activities on a regular basis.
- The Des Moines Area MPO, following Title VI of the Civil Rights Act of 1964, also urges member governments to consider minority individuals when making these appointments.

In closing, we request that the City of Polk City return the appointments information on or before December 31, 2014. We look forward to receiving the information for the City of Polk City's representatives to the Des Moines Area MPO.

Respectfully yours,



R. Todd Ashby  
Executive Director

Enclosures

cc: Tom Hockensmith, MPO Chair  
Gary Mahannah, City Administrator  
Jennifer Ratcliff, City Clerk

City of Polk City  
Parks Commission  
Regular Meeting  
December 1, 2014

The Parks Commission for the City of Polk City met in regular session on December 1, 2014 at City Hall, in Polk City, Iowa. Present were David Hiatt, Sam Hill, Audrey Bell, Bob Fourez, Andy Johnson, and Josh Reed. With Adriane Stankey Tiedens arriving at 6:05.

Also present, were Council Liaison David Dvorak, Assistant City Administrator Deb Nability, and Tree Board Liaison Ken Morse. Chairman Hiatt called the meeting to order at 6:00 p.m.

Upon a motion by Bell, second by Fourez the commission voted vocally and unanimously to approve the minutes from November 3, 2014.

Jim Mayberry of 408 Sandpiper Ct. F-5 was present to ask the commission about plans for a parking lot at Leonard Park. He explained that he likes to take his grandson to the park. However, the lack of close parking is an issue because he is handicapped.

The commission explained that a parking lot was in the original plans for the park, but due to the cost had been sidelined. Council Liaison Dvorak explained that this is an issue the commission needs to look at during the 2015-2016 budgeting session. It was also explained that the commission had considered other options for parking.

Mayberry was pleased to hear that there had been talk of a parking lot and that they would be looking at it in the future.

Ron Anderson of 710 Tyler St. was present and asked the commission to consider a skate park at Kiwanis All Seasons Park. He suggested that it could have temporary pipes and runs during the warm months and then be an ice skating rink in the winter. If at some point the skate park was not being utilized they could convert it into a second basketball court. This project would be a collaboration between the Polk City Kiwanis and Polk City for the purpose of improving Kiwanis All Season Park.

The commission discussed different ideas and will pass these on to the Polk City Kiwanis.

Tim West of Snyder and Associates was present and shared his recommendations for phasing in the improvements to Doc Simmer Memorial Park. He shared a spreadsheet that broke the cost down into three phases. Once started the project could be completed in four to six months.

Nability discussed the recommendations from the Summer Recreation Committee. The commission set new prices and established firm deadlines for enrollment. It was

agreed that these deadlines need to be firm and enforced. The commission requested staff maintain a waiting list for late enrollees. If a registered participant drops out of the program their position may be filled with and an age appropriate registrant on the waiting list. The new enrollee will be required to pay the full registration fee to attend the Summer Recreation Program.

Upon a motion by Hill, second by Bell the commission voted vocally and unanimously to recommend council adopt the Summer Recreation Committee's recommendations for the 2015 season and staff establish a waiting list for late enrollees to be accepted into the program in the event a current enrollee drops out.

The commission will be discussing the 2015-16 budget at the January 5, 2015 meeting. Naby asked the commission to bring in their ideas for park improvements.

Upon a motion by Hiatt, second by Reed the commission voted vocally and unanimously to elect Sam Hill chairperson for 2015.

Upon a motion by Hill, second by Hiatt the commission voted vocally and unanimously to elect Audrey Bell chairperson pro-tem for 2015.

The commission discussed expanding recreation events to go throughout the year for all ages. Various ideas were discussed and will be on future agenda's.

Upon a motion by Hiatt, second by Tiedens the commission voted vocally and unanimously to adjourn at 7pm

Charlotte Loter CMC  
Deputy City Clerk

City of Polk City  
Summer Recreation Committee Meeting  
November 17, 2014

The Committee consisted of Jeff Walters, Audrey Bell, Tami McCoy, Terri Keasey, and Deb Nabity.

They met with the objective of addressing concerns from the 2014 summer recreation program and to seek guidance for the 2015 program.

**Summer Recreation Enrollment Deadlines**

The committee discussed the issues we have had in previous years with late enrollments. Their recommendation is that the following enrollment deadlines be established and adhered to.

- |               |   |
|---------------|---|
| March 1, 2015 | Enrollment and advertising for the program begins no later than   |
| March 1, 2015 | March 1, 2015.  |
| May 1, 2015   | Applications must be postmarked or delivered to City Hall by this date in order to get early enrollment rate. |
| May 2, 2015   | Applications received between May 2, 2015 and May 15, 2015 will be charged an additional late enrollment fee. |
| May 16, 2015  | Applications received on May 16, 2015 or later will be rejected.  |

The committee emphasized the need to get the advertising out there on Facebook, Twitter, on the Polk City website, in the School Electronic Newsletter, on the Polk City sign and in the Polk City Square Newsletter. The goal is to have the advertising out to the public by March 1, 2015 to enable them to enroll early.

By adhering to these deadlines we will enable the Summer Recreation Director, Terri Keasey to do a better job planning the events. This will give Terri time to hire any additional staff if needed.

### **Summer Recreation Fee Structure**

The consensus was that we needed to raise fees and the committee is recommending a \$15.00 fee increase for both residents and non-residents. The following is the recommended fee structure for the Summer Recreation Program:

	Resident	Non-Resident
Enrollment between March 1, 2015 and May 1, 2015	\$125.00	\$180.00
Enrollment between May 2, 2015 and May 15, 2015	\$150.00	\$205.00

The committee is also recommending all enrollment fees be non-refundable. This was due to the fact we had people enrolling and then dropping out because they found another activity they wanted their child to participate in. It was recommended to add a disclaimer to the form for parents to check off on the non-refundable fees.

Scholarships based on financial need will be available for anyone who is unable to pay the fees. Information on applying for the scholarship will be included on the application.

### **Summer Recreation Programing**

The recommendation was made that the Summer Recreation Program be structured so they utilize busses on two days each week. One day would be devoted to swimming, one for an away activity and one for in town activities.

Terri Keasey recommended that the location be changed to the Sports Complex. This new location would give them good restroom facilities and a large area to do activities on those days they stay in Polk City. The committee was agreeable to the recommendations.

**Art Camp**

Art Camp fees will continue at the same rate as in the prior year i.e. \$45.00.

**Swim Lessons**

Swim Lessons fees will be set when we know what the cost will be from Johnston. Committee is recommending the city raise transportation fees to the swim lessons from \$10.00 to \$15.00.



# Polk City Fire Department



309 West Van Dorn Street • P.O. Box 34  
Polk City, Iowa 50226  
Phone 515-984-6304 Fax 515-984-6792  
[www.polkcityfd.com](http://www.polkcityfd.com)

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December 1<sup>st</sup>, 2014

To: City Council

Cc: Mayor Morse, Gary Mahannah, Deb Nabity

From: Dan Gubbins, Fire Chief

Re: Fire Department Staff Update

Attached: department roster

- The department is seeking council approval to hire Taylor Young for part time/POC firefighter/EMT. Taylor is a part time Firefighter/EMT with the Ankeny Fire Department and a resident of Ankeny.
  - Starting wage: Grade Scale 4, Step 2 = \$12.18 per hour
- The department is seeking council approval to promote Firefighter/Paramedic Jason Custforth to the position of Fire Marshal. Jason has a great deal of experience with Fire code and duties of a Fire Marshal. He is a full time Firefighter/Paramedic with Ankeny Fire department and his previous job was full time Fire Marshal with the Windsor Heights Fire Department. Jason's expertise will position us well for future growth and needs of the community. This officer position will replace the former position of Deputy Chief vacated by Rich Davis earlier this year.
  - Hourly wage change: Grade Scale 6, Step 2 = \$15.19 per hour
- The department is seeking council approval to promote Firefighter/Paramedic Craig Ver Huel to the position of Lieutenant – EMS. Craig is a full time Firefighter/Paramedic with the Johnston Fire Department and will be a great addition to our leadership team. This Lieutenant position replaces the position vacated by Chris Roberts earlier this year.
  - Hourly wage change: Grade Scale 6, Step 2 = \$15.19 per hour
- Lieutenant Lisa Mart has requested to step down her position as Lieutenant. Lisa has a background in Human Resources and has offered to continue to coordinate our HR activities.
- The department is seeking council approval to promote Brian Hanson to Lieutenant/Chief Engineer. Brian will be responsible for all of our vehicles, including preventative maintenance, repairs, equipment, etc. Brian is a full time Firefighter/EMT with Ankeny fire department and works both part time and POC hours for us. He is a Polk City resident.
  - Hourly wage change: Grade Scale 6, Step 2 = \$15.19 per hour



# Polk City Fire Department



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Below are my recommended officers for 2015 for your approval:

Dan Gubbins – Fire Chief  
Adam Vanderleest – Assistant Chief

Jeff Feller, Deputy Chief – Education & Training  
Tim Cory, Deputy Chief – Fire Operations

Jason Cutsforth – Fire Marshal

Mike Bernard, Captain – Education & Training  
Rob Sarchet, Captain – Personal Equipment

Chris Weishaar, Lieutenant – Public Relations & Education  
Craig Ver Huel, Lieutenant – Emergency Medical Services  
Brain Hanson, Lieutenant/Chief Engineer

Thanks,

Dan Gubbins  
Fire Chief

Prepared by and Return to:  
Christopher Talcott, 215 10th Street, Suite 1300, Des Moines, IA 50309 (515)288-2500

AFFIDAVIT RE: DEVELOPMENT AGREEMENT

STATE OF IOWA     )  
                                  )ss;  
COUNTY OF POLK    )

RE:    Lot 27 in Tournament Club Townhomes, an Official Plat, now included in and forming a part of the City of Polk City, Polk County, Iowa.

I, Amy S. Beattie, being first duly sworn on oath, do depose and state as follows:

1.       I am the attorney for the City of Polk City (the "City"), and as such am familiar with that certain Agreement filed February 1, 2002 in Book 9090, Page 639 of the Polk County Recorder's Office, by and between the City and Big Creek Development, L.C. (Big Creek Development, L.C. and its successors and assigns as developer, hereinafter the "Developer"), as amended by that Amendment filed April 16, 2010 in Book 13412, Page 182, and that certain Development Agreement filed February 11, 2002 in Book 9090, Page 834, as amended by Amendment filed May 4, 2012 in Book 14260, Page 213 (collectively, the "Development Agreements").

2.       I hereby state that there are no sums or obligations owed to the City under the Development Agreements that constitute a lien or charge against the above-described property.

3.       This Affidavit shall in no way be construed to modify or limit the obligations of the Developer or the rights of the City against the Developer under the Development Agreements.

4.       This Affidavit is being filed pursuant to Iowa Code Section 558.8 solely to clear any potential cloud on the title to the real property legally described above.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Amy S. Beattie

Subscribed and sworn to before me, a Notary Public, on this \_\_\_\_ day of December, 2014, by Amy S. Beattie.

\_\_\_\_\_  
Notary Public in and for the State of Iowa  
My commission expires: \_\_\_\_\_

**RESOLUTION 2014-113**

**A RESOLUTION APPROVING SNYDER & ASSOCIATES, INC.  
ENGINEERING INVOICE FOR October 2014.**

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

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

General Engineering Fees:	\$ 10,300.50
Capital Improvement Projects:	\$ 5,709.00
Reimbursable Development Review Projects:	\$ 2,618.60

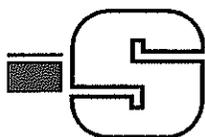
**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Polk City, Iowa hereby approves the Snyder & Associates invoice for October, 2014, in the amount of \$18,628.10.

**PASSED** and approved this 8<sup>th</sup> day of December, 2014.

\_\_\_\_\_  
Jason Morse, Mayor

ATTEST:

\_\_\_\_\_  
Sharon Nickles, City Clerk



**Date** December 3, 2014

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

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**INVOICE SUMMARY - OCTOBER SERVICES**

Services from October 1, 2014 through October 31, 2014

**GENERAL ENGINEERING**

<u>2014 General Engineering</u>	114.0001	\$ 2,103.00
<u>Building and Development issues:</u> <i>Walk-thru's, coordination with developers, engineers, building inspector, and staff regarding various potential and ongoing projects.</i>	114.0001	\$ 2,743.50
<u>Miscellaneous Projects:</u> <i>Access Management Policy Broadway, Access Management Plan and Policy for S. 3rd Street, and Research, field review and prepare Memo regarding drainage issues on James Hill property.</i>	114.0001	\$ 4,560.00
<u>Zoning &amp; Subdivision Ordinances:</u> <i>Coordinate with Dan Gubbins re: new fire codes and impact to various development projects. Work on update to Zoning Map.</i>	114.0001	\$ 894.00

**SUBTOTAL** \$ 10,300.50

**CAPITAL IMPROVEMENT PROJECTS**

2014 Water Supply Study	114.0923	\$ 2,709.00
3rd Street Lighting Analysis & RRFB Design	114.0837	\$ -
Big Creek/Wolf Creek Floodplain Modeling & Mapping	114.0457	\$ -
Doc Simmer Park Master Plan	114.0716	\$ 3,000.00
Washington Ave/Booth St Reconstruction	113.0548	\$ -

**SUBTOTAL** \$ 5,709.00

**REIMBURSABLE DEVELOPMENT REVIEW PROJECTS**

Big Creek Valley: Grading Plan and permit	114.0521	\$ 248.00
Bridgeview Plat 1: Construction Observation	114.0287	\$ 1,569.10
Lost Lake Estates: Construction Observation of Stilling Basin	113.0163	\$ 98.75
TCI Plat 6: Pump Station and Gravity Sewer Review	113.0870	\$ 702.75
Twelve Oaks Plat 2: Final Plat, Construction Observation	114.0212	\$ -
Wolf Creek Plat 8: Construction Phase Services	113.1016	\$ -

**SUBTOTAL** \$ 2,618.60

**TOTAL** \$ 18,628.10

Snyder & Associates, Inc.  
2014 Invoice Summary

Average Monthly Fees for General Engineering Services: \$2,091.70

Printed: December 3, 2014

Service Provided	Comments	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Total
<b>General Engineering</b>														
General Engineering Services	General Engineering	2080.00	3040.00	1422.00	2142.00	1582.00	2880.00	2178.00	1884.50	1605.50	2103.00			20,917.00
General Engineering Services	Building & Development Issues	6437.00	2880.00	1520.00	3880.00	4240.00	3600.00	4634.00	4816.50	2873.00	2743.50			37,424.00
Zoning, Subdivision, TIF	Special Projects								327.00	1398.00	894.00			2,619.00
<b>SUBTOTAL</b>	<b>GENERAL ENGINEERING</b>	8517.00	5920.00	2942.00	5822.00	5822.00	6480.00	6812.00	7028.00	5876.50	5740.50	0.00	0.00	60,960.00
<b>Capital Improvement Projects</b>														
2014 Water Supply Study	Potential capacity purchase, research										2709.00			2,709.00
3rd St Street Lighting & RRFG	Design							4920.00		2500.00				2,500.00
Big Creek/Wolf Creek Flood Study	Modeling and Mapping Services										3000.00			4,920.00
Doc Simmer Park Master Plan	Concept Plans						16401.95							3,000.00
E. Grimes Street Reconstruction	Liquidated Damages, Monument Survey						777.75	439.25						16,401.95
North Pump Station Access	Easement Plat per WRA						1747.50	1347.29	395.00					1,217.00
Washington/Booth Reconstruction	Design, plans, easement, const phase		1524.00	22323.90	10449.75	4871.00	1747.50	1347.29						42,458.44
Generat. Misc. Small Projects	Design, plans, survey, easements, etc.	5265.00	3949.00	1700.00	5872.50	5290.00	2606.00	4501.00	2637.50	3921.00	4560.00			40,462.00
<b>SUBTOTAL</b>	<b>CAPITAL IMPROVEMENTS</b>	5265.00	5473.00	24083.90	16422.25	9561.00	21533.20	11207.54	3032.50	6421.00	10269.00	0.00	0.00	100,539.39
<b>Watermain Projects</b>														
807 S. 3rd Street	Plat of Survey		750.00											750.00
All Seasons Storage	Site Plan		800.00		300.00									1,100.00
Big Creek Valley	Preliminary Plat, Grading Plan					1000.00	850.00			1566.75	248.00			3,684.75
Bridge Pointe	Site Plan				2050.00	900.00	900.00							1,800.00
Bridgeview	Preliminary Plat, const dwgs					3000.00	650.00	250.00		1878.50	1569.10			9,397.60
Ginnell State Bank	Site Plan									1100.00				1,100.00
Lost Lake Estates	Const observation, final plat, extra services			1937.64	5812.92	5813.25	7312.08	8388.66	5927.03	2175.25	98.75			37,465.58
Lots 2 & 3 Goldfinch Park	Plat of Survey								500.00					500.00
Oakwood Sanitary Sewer	Sewer repairs				4575.50									4,575.50
TCT Plat 6 Lift Station & Sewer	Construction Observation		6488.06	5492.70	3771.14	2541.70	1377.90	4589.94	1608.36		702.75			29,850.23
TCT Plat 6	Plat of Survey									145.80				645.80
Twelve Oaks Plat 1	Construction Observation, punchlists						500.00							3,912.50
Twelve Oaks Plat 2	Prelim Plat, Const dwgs, Observation		247.50	847.50	357.50		400.00			2059.20				15,507.80
Water's Edge Marine	Site Plan Amendment			1150.00	850.00	2950.00	50.00	1586.04	6862.56					1,100.00
Wolf Creek Townhomes Plat 8	Final Plat, const observation					375.00	670.00			650.00				1,695.00
Wolf Creek Townhomes Plat 9	Amended Dev Plan, Const Dwgs, Final Plat		1450.00			1700.00								4,450.00
Wolf Creek Townhomes Plat 10	Amended Dev Plan, Final Plat					1970.00								1,700.00
Woodhaven Plat 1	Const Obs, Extra services, punchlists		1234.00	80.00	1062.00		880.00	338.00						6,672.00
Woodhaven Plat 2	Prelim Plat, Construction drawings					2050.00								2,050.00
<b>SUBTOTAL</b>	<b>DEVELOPER REIMBURSEMENTS</b>	7895.68	9419.56	12507.84	18779.06	22399.95	13589.98	15152.64	15997.95	9595.50	2618.60	0.00	0.00	127,956.76
<b>TOTALS</b>		21,677.68	20,812.56	39,533.74	41,023.31	38,182.95	41,603.18	33,172.18	26,058.45	21,893.00	18,628.10	-	-	289,456.15

Misc Projects: Krapp/DNR lift station, Iowa DNR sewer connection, Davis Street extension, Edgewater Drive extension, S. 3rd Street hydrants, TCI golf course sewer issues, dFIRM and FEMA membership, MidAm upgrades, W. Bridge Road, City Square signage, Edgewater Drive Extension, Erosion in Turk Ravine, James Hill drainage, Dubberke driveway, Broadway Driveway, Schlichtee erosion, Lakeside Plat 2 swale reconstruction.

**Resolution 2014-114**

**A RESOLUTION APPROVING THE 28E AGREEMENT BETWEEN POLK CITY AND THE METROPOLITAN WASTEWATER RECLAMATION AUTHORITY FOR COVEYANCE OF PROPERTY INTERESTS AND IMPORVEMENTS AND FOR THE GRANT OF PERMANENT EASEMENT FOR OPERATIONAL CONTROL AND MAINTENANCE OF EQUALIZATION BASINS, PUMP STATION AND CONTROLS FACILITIES**

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**WHEREAS**, Altoona, Ankeny, Bondurant, Clive, Des Moines, Johnston, Norwalk, Pleasant Hill, West Des Moines, Polk County, Warren County, Greenfield Plaza/Hills of Coventry Sanitary District, Urbandale Sanitary Sewer District and Urbandale-Windsor Heights Sanitary District entered into the Amended and Restated Agreement for the Des Moines Metropolitan Wastewater Reclamation Authority effective on July 1, 2004 (hereinafter the “Original Agreement”) and the cities of Waukee, Cumming and Polk City subsequently joined as parties to the Original Agreement;

**WHEREAS**, Altoona, Ankeny, Bondurant, Clive, Cumming, Des Moines, Johnston, Norwalk, Pleasant Hill, West Des Moines, Polk County, Warren County, Greenfield Plaza/Hills of Coventry Sanitary District, Polk City, Urbandale Sanitary Sewer District , Urbandale-Windsor Heights Sanitary District and Waukee are hereinafter referred to as the “Participating Communities”); and

**WHEREAS**, the Second Amended and Restated Agreement for the Des Moines Metropolitan Wastewater Reclamation Authority has been prepared and will be submitted to the WRA for approval as to form and content and recommendation for approval and execution by the Participating Communities at the same meeting the WRA Board will act on this Agreement; and

**WHEREAS**, any reference to the WRA Agreement in this Agreement shall mean the Second Amended and Restated Agreement for the Des Moines Metropolitan Wastewater Reclamation Authority (hereinafter the “WRA Agreement”); and

**WHEREAS**, Polk County, Polk City and Ankeny entered into a Joint Public Service Agreement pursuant to the provisions of Chapter 28E of the Iowa Code which was recorded with the Secretary of State on May 24, 2007 and in the Office of the Polk County Recorder on May 16, 2007 in Book 12195, Pages 695-717 (hereinafter the “Joint Service Agreement”); and

**WHEREAS**, the Joint Service Agreement between Polk County, Polk City and Ankeny was to establish the terms and conditions between the County and the Cities for a joint project to finance, design, acquire land, and construct a sewer to serve areas in Polk County, Polk City and Ankeny, which for purposes of WRA nomenclature, is referred to as the Rock Creek Interceptor Sewer, Phase 26, Segment 1-5 (hereinafter the “Rock Creek Interceptor Sewer”); and

**WHEREAS**, the Rock Creek Interceptor Sewer, Phase 26, Segments 1-5 was not included in the program of capital improvements in the Original Agreement and was not contemplated by the WRA Communities or the Original Agreement as an improvement for which the WRA would be responsible; and

**WHEREAS**, the purpose of the Rock Creek Interceptor Sewer, Phase 26, Segments 1-5, was to provide sanitary Interceptor sewer collection to areas without sewer in the area of the Rock Creek basin of Polk County, to serve the existing and future flow from Polk City and to serve the existing and future flow from the City of Ankeny including the flow tributary to the existing Rock Creek Pump Station; and

**WHEREAS**, Segments 1 through 4 of the Rock Creek Interceptor Sewer, Phase 26 have been constructed by Polk County and Segment 5, including an equalization basin, control facilities and two pump stations on property owned by Polk City, is under construction and scheduled for completion in 2014; and

**WHEREAS**, Polk County, Polk City and Ankeny have requested that the WRA take ownership of the Rock Creek Interceptor Sewer and in return the WRA requested compensation for taking over the Rock Creek Interceptor Sewer; and

**WHEREAS**, the financial consideration for the WRA to accept the Rock Creek Interceptor Sewer, Phase 26, Segments 1 -5 is set forth in the Second Amended and Restated Agreement for the Des Moines Metropolitan Wastewater Reclamation Authority; and

**WHEREAS**, a separate agreement has been negotiated between the WRA and Polk County setting forth the terms and conditions pursuant to which the WRA will take ownership of the Rock Creek Interceptor Sewer; and

**WHEREAS**, this agreement with Polk City is needed to address the operation of the equalization basin and North Pump Station and the conveyance of the South Pump Station all being constructed by Polk County pursuant to the Joint Public Service Agreement is a part of the Rock Creek Interceptor Sewer, Phase 26, Segments 1-5.

**NOW, THEREFORE**, the WRA and Polk City, (hereafter referred to collectively as "the Parties") do hereby agree as follows:

**Article 1 - Joint Exercise of Powers Under Chapter 28E of the Code of Iowa.**

**1.1 Purpose of Agreement.** Pursuant to Chapter 28E of the 2013 Code of Iowa, the Parties do hereby agree that the purpose of this Agreement is to jointly exercise their respective powers regarding the operation and maintenance of the Equalization Basin, Control Facilities and Pump Station and conveyance of Property Interests to the WRA for the Pump Stations, Equalization Basins, Control Facilities, access easement and conveyance of property interests in the Rock Creek Interceptor Sewer improvements located in Polk City owned property.

**1.2 Effective Date.** The Parties agree that this Agreement shall be effective upon its approval and execution by both Parties and its recording with the Secretary of State.

1.3 Administrators. The Parties hereby agree that the Polk City Administrator and the WRA Director shall be designated as co-administrators for purposes of this Agreement as provided by Section 28E.6 of the Code of Iowa, that the Polk City Administrator shall administer this agreement on behalf of Polk City and that the WRA Director shall administer this Agreement on behalf of the WRA. No separate entity is created by this Agreement.

1.4 Duration. This Agreement shall have three originals and shall be effective upon its execution by both Parties and it shall remain in effect through June 30, 2064 or such time as both Parties have discharged their respective obligations under this Agreement, whichever occurs later. All easements granted pursuant to this Agreement shall be permanent and perpetual.

## **Article 2 – Equalization Basins, Control Facilities and Pump Stations**

2.1 Equalization Basins, Control Facilities and Pump Stations. Polk County has constructed the Rock Creek Interceptor, Phase 26, Segments 1-4, and is in the process of constructing Segment 5. Segment 5 includes the construction of an equalization basin, control facilities and the North and South Pump Stations on Polk City property for the Rock Creek Interceptor Sewer all constructed pursuant to the Joint Public Service Agreement between Ankeny, Polk City and Polk County. The Rock Creek Interceptor, Phase 26, Segments 1-5 is an interceptor sewer pipe ranging in size from 10 to 42 inches in diameter sewer and other improvements described as follows:

Segment 1 beginning at the downstream end just north of Saylor Creek and just west of N.W. 6<sup>th</sup> Drive, which is where the sewer will be connected to the existing W.R.A. Saylor Creek Interceptor sewer. The sewer then continues northwesterly along the edge of the Des Moines River valley to the west side of the intersection of N.W. 66<sup>th</sup> Avenue and N.W. Timberline Drive, then northwesterly crossing NW 23<sup>rd</sup> Street south of NW 70<sup>th</sup> Avenue, then northwesterly to the intersection of Northwest 26<sup>th</sup> Street and Northwest 70<sup>th</sup> Avenue, then west and northwest along NW Fisher Lane to the south side of Rock Creek and the beginning of Segment 2 just north of NW 75<sup>th</sup> Place on the east side of NW 37<sup>th</sup> Street.

Segment 2 beginning at the downstream end just south of Rock Creek on the east side of NW 37<sup>th</sup> Street, and continues northeasterly along the south side of Rock Creek to cross Highway 415 at the bridge over Rock Creek, then northwesterly along both sides of Rock Creek to the north side of NW 84<sup>th</sup> Avenue and the beginning of Segment 3.

Segment 3 beginning at the downstream end just east of Rock Creek on the north side of NW 84<sup>th</sup> Avenue, and continues northerly along Rock Creek to cross NW Polk City Drive just east of Rock Creek, then northerly along Rock Creek to cross West 1<sup>st</sup> Street just east of Rock Creek, then northerly along Rock Creek to the north side of NW 5<sup>th</sup> Street just west of Rock Creek and the beginning of Segment 4.

Segment 4 beginning at the downstream end just west of Rock Creek on the north side of NW 5<sup>th</sup> Street, and continues westerly and northwesterly along the west side of Rock Creek to cross NW 18<sup>th</sup> Street just west of Rock Creek, then northerly and northwesterly to cross NW 26<sup>th</sup> Street just south of the High Trestle Trail, then northwesterly just south of the High Trestle Trail to its intersection with NW 110<sup>th</sup> Avenue, then west along the

center of NW 110<sup>th</sup> Avenue to a point approximately 800 feet east of NW 44<sup>th</sup> Street and the beginning of Segment 5.

Segment 5 includes the south force mains which begin at the downstream end approximately 800 feet east of NW 44<sup>th</sup> Street in the center of NW 110<sup>th</sup> Avenue, then continue west along NW 110<sup>th</sup> Avenue to the north side of the site of the South Pump Station. Segment 5 also includes the north force mains which begin at the downstream end at the west side of the South Pump Station and continue northwesterly along the abandoned Highway 415 roadway through the Big Creek Ponding Area to the site of the North Pump Station at the north end of the Polk City Wastewater Facility property. Segment 5 also includes the South Pump Station, the North Pump Station, and the Equalization Basin at the site of the Polk City Wastewater Facility property.

**Article 3 - Conveyance of Permanent Easement for WRA's Operation of the Equalization Basins, North Pump Station and Control Facilities and Conveyance of South Pump Station**

3.1 Property Interests. Polk City hereby agrees to convey the Property Interests necessary for the WRA to operate and maintain the North and South Pump Stations, Equalization Basins and Control Facilities as set forth below. Polk City hereby agrees to acquire and convey to the WRA, an access easement needed to access the North Pump Station, Equalization Basins and Control Facilities. The Property Interests to be conveyed are described as follows

- A. Permanent Easement for North Pump Station, Equalization Basins and Control Facilities. Polk City shall convey a Permanent Easement for the North Pump Station, Equalization Basins and Control Facilities on the property described as follows on property legally described as follows:

Commencing at a point on the West line of the SE ¼ of Section 1-Township 80-Range 25, West of the 5<sup>th</sup> P.M., at the Southerly Right-of-way line of Iowa Highway #415; thence South to the Northwest corner of the SW ¼ of the SE ¼ of said Section 1, thence East 134 feet, thence S 44 1/2°, East 309 feet, thence S 79°, East 360 feet, thence N 4°, East 969 feet to the Southerly right-of-way line of said Highway #415, thence Northwesterly along the said Southerly right-of-way line to the point of beginning, containing 19.67 acres more or less.

all as shown on Exhibit "PE-1" herein incorporated. The Permanent Easement for North Pump Station, Equalization Basins and Control Facilities shall be in the form attached hereto as Exhibit "A" and made a part hereof for the purpose and right of WRA to access, operate, maintain, repair, reconstruct the North Pump Station, Equalization Basins, Control Facilities and related equipment, conveyance, holding and diversion of wastewater, the right of access and the exclusive right to use, operate, maintain, replace, reconstruct and enlarge the following as part of the WRA conveyance system:

- A. Pump Station
- B. Generator
- C. Electrical Control Building
- D. Force mains and lines to Equalization Basin
- E. Equalization Basins, intake structures and manholes
- F. Outlet Lines from Equalization Basins

- G. Flow Meter Manholes
- H. Electrical lines and control lines necessary for operation of pump station, equalization basins, flow meters, generator and intake structures
- I. All appurtenances necessary and directly related to items (A) through (H) and the use of the above equipment as a conveyance, holding and diversion of wastewater

hereinafter referred to as the Equipment and also shown on the attached Exhibit "PE-1".

- B. Fee Interest. Polk City shall convey a fee interest to the WRA by Quit Claim Deed to the South Pump Station and property legally described as follows :

A part of Lot 9 of the Official Plat of the South ½ of the Southeast ¼ except 7 Acres in the Northeast corner of the same, and the Southeast ¼ of the Southwest ¼ of Section 6, Township 80 North, Range 24 West, also the West ½ of the Northeast ¼, and the North fractional ½ of the Northwest ¼ of Section 7, Township 80 North, Range 24 West of the 5<sup>th</sup> P.M., in the City of Polk City, Polk County, Iowa and described as follows:

Commencing at the Northwest corner of Lot "A", Red Cedar Prairie, being an Official Plat; thence South 89°45'14" West along the South Right-of-way line of NW 110<sup>th</sup> Avenue, 58.18 feet; thence North 87°50'07" West continuing along said South Right-of-way line, 165.13 feet to the point of beginning; thence South 2°33'36" West, 239.77 feet; thence North 71°46'13" West, 107.92 feet to the East Right-of-way line of NW 55<sup>th</sup> Street; thence North 21°51'12" West along said East Right-of-way line, 229.80 feet to said South Right-of-way line of NW 110<sup>th</sup> Avenue; thence South 87°50'07" East along said South Right-of-way line, 198.89 feet to the point of beginning and containing 0.77 acres (33,331 S.F.).

All as shown on Exhibit "FE-1 herein incorporated hereto.

Polk City shall convey fee title to above described property, the South Pump Station and all improvements on the property to the WRA in the form attached as Exhibit "B. Polk City shall quitclaim and convey all right, title and interest to the slope easement acquired by Polk County as part of the Rock Creek Interceptor Sewer, Phase 26, Segments 1-5 and recorded in Book 13829, Pages 965-969 of the Polk County Recorder's Office and conveyed to Polk City by Polk County as recorded in Book 14880, Pages 869-870 of the Polk County Recorder's Office.

Polk City reserves sanitary sewer easements and city improvements easement as shown on Exhibit FE-1.

- C. Permanent Easement for Existing Sanitary Sewer Facilities and Quitclaim of Interest in Existing Sanitary Sewer Facilities located in Right of Way. Polk City shall convey a permanent easement for existing sanitary sewer facilities and quitclaim of interest in existing sewer facilities to the WRA which are described on Exhibit "PE-3. Polk City shall convey such interests pursuant to the form attached as Exhibit "C".

D. Access Easement. Polk City will acquire and obtain a permanent access right, acceptable to the WRA, from the United States of America permitting the WRA to access the Permanent Easement for the North Pump Station, Equalization Basins and Control Facilities as set forth in Section 3.1, paragraph A above and for Polk City to access the blower building and its sanitary sewers on the property.

3.2 Marketable Title. Prior to Closing, Polk City shall provide evidence of ownership of the Property Interests by virtue of attorney opinions provided to the WRA by Polk City. If the WRA receives evidence of ownership of the Property Interests from Polk County in accordance with the transfer of the Rock Creek Interceptor Sewer, Phase 26, Segments 1-5, acceptable to the WRA, then the WRA in its sole discretion, may not require evidence of ownership of the Property Interests from Polk City. For fee simple interests the attorney opinions shall be based upon an examination of abstract(s) (or other search approved at the Authority's discretion) and shall be prepared in accordance with the 40-year Marketable Title Act and Iowa Code Sections 614.29-.38. For Permanent Easement interests, the attorney opinions shall be based upon an examination of Title Certificate(s) certified by an Iowa abstractor. The title certificate shall document a title search of all customary public records affecting title brought forward since the recording of the last good deed for full value. In any event the attorney opinions shall opine that Polk City has title to and ownership or valid rights under fee or easement free and clear of all known liens, claims, security interests, and encumbrances except those of record of which the WRA has been given actual notice in writing and which the WRA has found acceptable. WRA shall not accept conveyance of the Property Interests until the WRA is satisfied that Polk City has marketable title in the Property Interests.

3.3 Conveyance. When requested by the WRA, Polk City will follow the process under Section 364.7 of the Iowa Code for conveyance of the Property Interests. Such conveyance shall be and shall be accomplished pursuant to governing body proceedings (resolutions and public notice of intent to convey) in the form appended hereto as Exhibit D Prior to commencing the conveyance process under Section 364.7 of the Iowa Code. Polk City shall prepare and submit to the WRA the proposed form of conveyance documents including the description of the Property Interests to be conveyed, together with the proposed governing body proceedings (governing body resolutions and public notice of intent to convey), by which Polk City will authorize such conveyance. Upon review and approval of the proposed form of conveyance documents and governing body proceedings by the WRA Operating Contractor's legal counsel, the WRA Director shall direct Polk City to initiate said conveyance proceedings.

Upon completion of the Section 364.7 conveyance process and execution of the conveyance documents approved by the WRA, Polk City shall so inform the WRA Director. Closing shall not occur until all the conditions precedent set forth in Section 3.4 herein have been met as determined by the WRA Director. At the Closing, Polk City shall deliver the executed Quit Claim Deed and the Permanent Easement for the Property Interests, together with the executed governing body proceedings and proof of publication of notice of intent to convey, to the WRA Operating Contractor's legal counsel for examination and approval.

All documents must be acceptable to WRA Operating Contractor's legal counsel before Closing shall occur. Closing is defined for purposes of the Agreement, when all condition precedents in Section 3.4 have been met, the WRA will accept conveyance of the Property Interests and will record the documents transferring such interests to the WRA. The WRA is not required to Close

until Polk City has satisfied all conditions above and the condition precedents set forth in Section 3.4 below.

3.4 Closing on the Property Interests. Closing on the Property Interests shall occur upon the date set forth in a notice provided by the WRA Director that the WRA is willing to accept conveyance and transfer of the Property Interests, Closing shall not occur until after all of the following condition precedents have been met in the sole determination of the WRA:

- (A) Polk City has provided evidence of ownership of all Property Interests as required in Section 3.2 herein satisfactory to WRA's legal counsel.
- (B) Polk City has complied with Section 364.7 of the Iowa Code for conveyance of the Property Interests.
- (C) The public improvement contracts for construction of the Rock Creek Interceptor Sewer, Phase 26, Segments 1-5 have been completed and accepted in writing by Polk County; the Rock Creek Interceptor Sewer, Phase 26, Segments 1-5 in the WRA's sole discretion, is ready to be made operational; and Polk County has provided the construction certifications to the WRA as required in the Agreement between the WRA and Polk County for the acceptance of the Rock Creek Interceptor Sewer, Phase 26, Segments 1-5.
- (D) Polk County has obtained all property interests determined necessary by the WRA for the construction, maintenance and operation of the Rock Creek Interceptor Sewer, Phase 26, Segments 1-5.
- (E) Polk City has acquired at its sole cost and expense, permanent access rights from the United States of America acceptable to the WRA, granting the WRA permanent access to the North Pump Station, Equalization Basins and Control Facilities.
- (F) WRA has, in the sole determination of the WRA Director, been provided all training and manuals for operation of the North and South Pump Stations.
- (G) The Iowa Finance Authority or such other financing authority entity that has provided financing of the Rock Creek Interceptor Sewer, Phase 26, Segments 1-5, has provided written consent and permission for conveyance of the Property Interests to the WRA.
- (H) The Second Amended and Restated Agreement for the Des Moines Metropolitan Wastewater Reclamation Authority has been approved and executed by all the Participating Communities of the WRA.
- (I) Polk County has fulfilled all condition precedents set forth in the agreement between the WRA and Polk County, in the sole determination of the WRA, for acceptance by WRA of the property interests and Rock Creek Interceptor Sewer, Phase 26, Segments 1-5 from Polk County.

Upon Closing on the Property Interests the WRA shall assume the obligations in Article 4 herein.

3.5 Revenue Bonds and SRF Obligations. Polk City represents and covenants to the WRA that it has no obligations, loan agreements, bonds, state revolving fund loans (SRF) or other financing instruments that restrict or prohibit or contain covenants against the disposition, sale or transfer of the Property Interests to the WRA. If there are any such obligations, loan agreements, state revolving fund loans (SRF) or other financing instruments, Polk City shall obtain and provide written consent and authority for conveyance of the Property Interests to the WRA from IFA or other financing entity holding such restrictions or covenants prior to Closing. Polk City shall remain solely responsible for payment of any obligations, loans, bonds or other financing

obligation, including but not limited to SRF loans to IFA. Such written authorization from IFA and any other party with an interest in the Property Interests shall be obtained before the WRA will accept conveyance of the Property Interests. The WRA agrees that the purpose and use of Property Interests by the WRA shall be for governmental use.

3.6 Costs of Constructing the Rock Creek Interceptor Sewer, Phase 26, Segments 1-5. It agreed that the WRA is assuming no cost or debt incurred for or related to the Rock Creek Interceptor Sewer, Phase 26, Segments 1-5 and Property Interests.

#### **Article 4 - WRA Obligations Upon Closing on the Property Interests**

4.1 Responsibilities for Equipment. After Closing, the WRA shall be responsible for providing for the operation, maintenance, repair and replacement of the Equipment listed above in Section 3.1, paragraph A for the duration of the Permanent Easement described in that Section. Polk City shall be responsible for the Blower Building shown on Exhibit PE-1 that is located within the easement area. The parties agree to equally share the expense of replacing or repairing the manholes when determined necessary by the parties. Notwithstanding the foregoing, pursuant to an agreement with Polk County and the WRA, Polk County is responsible, at its sole cost and expense, for repairing or causing the repair through its contractor of any defects in workmanship or materials or any other issue covered under the Maintenance Bonds required and held by Polk County for the construction of the Rock Creek Interceptor Sewer, Phase 26, Segments 1-5. The WRA shall be responsible for revegetation of the Equalization Basins as needed and determined by the WRA.

4.2 Other Property Interest. After Closing on the Property Interests set forth in Section 3.1, paragraphs B and C, the WRA shall be responsible for the operation, maintenance, repair and replacement of the improvements located thereon. Notwithstanding the foregoing, pursuant to an agreement with Polk County and the WRA, Polk County is responsible, at its sole cost and expense, for repairing or causing the repair through its contractor of any defects in workmanship or materials or any other issue covered under the Maintenance Bonds required and held by Polk County for the construction of the Rock Creek Interceptor Sewer, Phase 26, Segments 1-5.

#### **Article 5 - Obligations and Responsibilities of Polk City**

5.1 Operations of Facilities Until Closing. Polk City shall continue to operate the Equalization Basins, North and South Pump Stations and Control Facilities in compliance with its National Pollution Discharge Elimination Permit and United States Environmental Protection Agency (USEPA), State of Iowa and IDNR laws and regulations until Closing on the Property Interests as provided in Section 3.4 herein.

5.2 Polk City Remains Responsible to Iowa Department of Natural Resources and United States Environmental Protection Agency. Polk City acknowledges and agrees that nothing in this Agreement relieves Polk City from its obligations or responsibilities under its current or any preceding National Pollution Discharge Elimination Permit (NPDES) pursuant to the State of Iowa, Iowa Department of Natural Resources and/or the United State Environmental Protection Agency (USEPA) and/or federal or state law and regulation or to any third parties. Polk City agrees that WRA is not assuming any obligations or responsibilities between Polk City, the

IDNR or the USEPA under said NPDES Permits or any responsibilities arising from Polk City's operation of Polk City treatment facilities, the North and South Pump Stations, Equalization Basins or Control Facilities including any responsibility or obligation to pay fines and/or penalties issued or to be issued to Polk City by either the federal government, the state government, the IDNR or any local government because of violations of the NPDES permits or any federal, state or local law or regulation or any obligations to third parties arising from Polk City's violation of the NPDES Permits or its operation of Polk City treatment facilities, North and South Pump Stations, Equalization Basins or Control Facilities.

5.3 Property Insurance. Upon closing on the Permanent Easement set forth in Section 3.1, paragraph A, the WRA shall maintain Property Insurance in a form at least as broad as the standard Insurance Services Office special cause of loss form, covering the Equipment listed in Section 3.1, paragraph A above at replacement cost value to the extent such similar equipment is routinely insured by the WRA under its current property insurance policy.

5.4 Access to Equipment. Polk City shall provide access to the WRA at all times to the Permanent Easement and Equipment set forth in Section 3.1, paragraph and identified on Exhibit "PE-1". Polk City shall provide a phone number that is answered 24 hours a day, seven days a week, that may be used by WRA personnel to contact Polk City personnel if necessary.

5.5 Maintenance of Road to Equalization Basin and Pump Stations. Polk City shall be solely responsible for obtaining and maintaining access for the WRA to the North Pump Station, Equalization Basins and Control Facilities and Permanent Easement set forth in Section 3.1, paragraph A. Polk City shall maintain the access drives and roads in a good and reasonable manner so as to allow continual and easy passage by the WRA to the Equalization Basins, North Pump Station, Control Facilities and Permanent Easement set forth in Section 3.1, paragraph A. This obligation on the part of Polk City includes maintenance, repair, repaving with the roadway, drive and snow removal. This obligation to provide access to the WRA is for twenty four (24) hours, seven (7) days per week through the duration of this Agreement.

5.6 Failure to Maintain. Polk City shall maintain the access for the WRA to the North Pump Station, Equalization Basins, Control Facilities and Permanent Easement set forth in Section 3.1, paragraph A as required by this Agreement in Section 5.5. If Polk City fails to maintain the access roads or drives as required by this Agreement the WRA shall give thirty (30) day notice to Polk City that maintenance of the road is required. If Polk City and the WRA cannot agree on a schedule for repair of the access roads or drives, the WRA shall give thirty (30) day notice to Polk City that it intends to cause such maintenance to be done, unless Polk City completes such maintenance within the thirty (30) days. If Polk City fails to do so, the WRA may cause the maintenance to be completed and shall invoice Polk City for such costs, which shall be due and payable to the WRA within thirty (30) days of the date of invoice. Unpaid amounts shall bear interest from the due date until paid at a rate equal to the then-prevailing prime rate in effect at a national banking association with an office in the city of Des Moines designated by the WRA. The terms of this section are for the benefit of the parties to this Agreement only. This does not create an obligation which is enforceable by a third party.

5.7 Site Maintenance and Assistance in High Flow Events. In high flow events, Polk City shall assist the WRA by cleaning the screening basket at the North and South Pump Stations to keep them operational and free from debris and buildup. High flow events are situations when

the flow to the Des Moines Metropolitan Wastewater Reclamation Facility (WRF) is measured at the WRF flow meter at 120 mgd. Polk City shall be responsible for mowing of all grass areas and snow removal of all paved areas of the North Pump Station the Permanent Easement described in Section 3.1, paragraph A and the South Pump Station Fee Interest described in Section 3.1, paragraph B after the WRA closes on the Property Interests. Should Polk City fail to mow or remove snow as required under this Agreement, the WRA may cause the mowing or snow removal to be done and invoice Polk City for the cost of such services. Polk City shall pay such invoices within thirty days of the date of the invoice. Unpaid amounts shall bear interest from the due date until paid at a rate equal to the then-prevailing prime rate in effect at a national banking association with an office in the city of Des Moines designated by the WRA.

5.8 Blower Building and Manholes. The Blower Building designated as C on Exhibit PE-1 shall remain under the control and responsibility of Polk City. The WRA assumes no responsibility for the Blower Building. The manholes designated as 1-4 on Exhibit PE-1 contain access to Polk City sanitary sewers and the Rock Creek Interceptor Sewer. The parties agree to equally share the expense of replacing or repairing the manholes when determined necessary. Polk City agrees to use the traveled access drive of the Permanent Easement set forth in Section 3.1, paragraph A to access the Blower Building and manholes which are shown on Exhibit PE-1.

5.9 Utility Continuity. Polk City shall not perform any activities that will result in the suspension, disruption or termination of any utility to any of the Equipment listed in Section 3.1, paragraph A and identified on Exhibit "PE-1 or the buildings or structures housing that Equipment. The parties recognize that there are electric lines and conduit that are not included within the easement to the WRA that provides service and power to the Equipment identified in Section 3.1, paragraph A. Polk City agrees that it will take all necessary measures to preserve, maintain, repair and replace the electric lines and conduit so that the power to the Equipment identified in Section 3.1, paragraph A and buildings and structures housing so that shall not be disturbed, cut or interrupted.

5.10 No Alterations to Permanent Easement Area. Polk City shall maintain access to the Permanent Easement area set forth in Section 3.1, paragraph A, Equipment and any buildings or structures housing those items. Polk City shall not make any alterations or changes to the Permanent Easement area without the prior written consent of the WRA Director.

5.11 Operation and Control of the Equalization Basin. After closing, the WRA shall be solely responsible for the operation of the Equalization Basin, Control Facilities, Pump Stations and all Equipment as set forth in Section 3.1, paragraph A, including but not limited to, all decisions to discharge wastewater to the basin and to pump wastewater from the Equalization Basin. Notwithstanding the foregoing, Polk City will provide assistance as set forth in Section 5.7 to the WRA, when requested in high flow events.

5.12 Proximity of Use. It is recognized that the WRA and Polk City shall be in close proximity to each other through WRA's use and operation of the North Pump Station and Equalization Basins and Polk City's use of the Blower Building located within the Permanent Easement set forth in Section 3.1, paragraph A. The WRA and Polk City agree to cooperate and not interfere with the others use and activities. Polk City and the WRA shall cooperate at all times with each other in the others use and activities.

5.13 Other Buildings Outside Permanent Easement Area. Polk City shall be responsible for all other Polk City treatment facility buildings, other buildings, structures and Equipment not within the Permanent Easement Area. Polk City shall not allow or permit a use of any of Polk City buildings, structures, equipment or property that is incompatible with the use of the Permanent Easement Area or Equipment identified in Section 3.1, paragraph A by the WRA.

5.14 Landscaping for South Pump Station. Polk City shall provide and maintain landscaping on the property set forth in Section 3.1, paragraph B. Polk City shall obtain the WRA's written approval of such landscaping before accessing the property to install the landscaping. Polk City shall not make any changes to grade or elevation of the property when installing or maintaining the landscaping.

### **Article 6 – Environmental Responsibilities.**

6.1 Environmental Representations. The property legally described in Section 3.1, paragraphs A and B and as shown on Exhibit PE-1 and Exhibit FE-1 has been used by Polk City for Wastewater treatment and collection and the WRA's intended use of that property is for an Equalization Basin, Control Facilities and Pump Stations and for wastewater collection. Polk City hereby represents and discloses that to its best knowledge and belief there are no known environmental conditions or contaminants in or on the property legally described in Section 3.1, paragraphs A and B and as shown on Exhibit PE-1 and Exhibit FE-2.

6.2 Environmental Indemnity and Hold Harmless. The Property for purposes of Section 6.2 is defined as the property legally described in Section 3.1, paragraph A as shown on Exhibit PE-1. The WRA will use the Property in the same manner as Polk City utilized the Property, To the fullest extent permitted by law, Polk City shall defend, indemnify and hold harmless WRA, its officers, agents, employees and WRA's Operating Contractor and other participating communities with respect to any and all damages, claims, demands, causes of action, losses, liabilities, suits, judgments, legal or administrative proceedings, fines and penalties, and incurred costs and expenses, including court costs and attorney's fees, incurred by WRA or which are asserted against or imposed upon WRA, its officers, agents, employees and WRA's Operating Contractor and other participating communities by any other party (including without limit any governmental entity) by reason of or arising out of any breach of any representation, warranty, or agreement of Polk City as set forth in this Article or as a result of or in any way arising out of or connected with the known or unknown condition of the Property (including, without limitation, any contamination in, on or under the Property by any hazardous or toxic substance or material), or any Environmental Condition relating to or arising from the Property, whether under the control of the WRA or Polk City.

Nothing in this Agreement shall be deemed to be or constitute a waiver by the WRA or Polk City of any defense available to it as a governmental entity pursuant to 42 U.S.C. §§ 9601(35)(A)(ii) and 9607(b)(3).

To the fullest extent allowed by law, the WRA shall defend, indemnify and hold harmless Polk City, its officers, agents, employees and WRA's Operating Contractor with respect to any and all damages, claims, losses, liabilities, suits, judgments, fines and penalties, and expenses, incurred by Polk City or which are asserted against or imposed upon Polk City by any other party (including without limit any governmental entity) as a result of any Environmental Condition

resulting from the use of the Property by the WRA for any purpose other than conveyance, holding or diversion of wastewater.

6.3 Definition of Environmental Condition. Environmental condition means any condition that exists or has existed with respect to soil, storm waters, surface or ground waters, stream sediments, or air and every other environmental media, which condition requires investigation and/or response and/or remediation action pursuant to applicable environmental federal, state or local statutes, regulations, ordinances or permits or which could result in claims, demands, orders, penalties, fines or liabilities by or to third parties, including without limitation all applicable governmental entities.

### **Article 7– Insurance and Indemnification.**

7.1 Definition of WRA for Article 7. For purposes of Article 7 of this Agreement, the term "WRA" shall mean the Des Moines Metropolitan Wastewater Reclamation Authority and its Operating Contractor, the City of Des Moines, Iowa including their respective elected and appointed officials, employees and volunteers.

7.2 Indemnification Requirements. Neither party shall, by reason of this Agreement, be obligated to defend, hold harmless or indemnify the other from any liability to third-parties; from and against any liability, loss, damage, claim or lawsuit asserted against them or any of them arising out of or in any way connected with this Agreement, except as provided in Article 6 herein.

#### Waiver of Subrogation.

- A. To the fullest extent permitted by law, Polk City hereby releases the WRA including their respective elected and appointed officials, its agents, employees and volunteers and others working on its behalf from and against any and all liability or responsibility to Polk City or anyone claiming through or under Polk City by way of subrogation or otherwise, for any loss without regard to the fault of the WRA or the type of loss involved, including loss due to occupational injury. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this Agreement. Polk City's policies of insurance shall contain a clause or endorsement to the effect that such releases shall not adversely affect or impair such policies or prejudice the right of Polk City to recover thereunder.
  
- B. To the fullest extent permitted by law, the WRA hereby releases Polk City including its elected and appointed officials, its agents, employees and volunteers and others working on its behalf from and against any and all liability or responsibility to the WRA or anyone claiming through or under the WRA by way of subrogation or otherwise, for any loss without regard to the fault of Polk City or the type of loss involved, including loss due to occupational injury. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this Agreement. The WRA'S policies of insurance shall contain a clause or endorsement to the effect that such releases shall not adversely affect or impair such policies or prejudice the right of the WRA to recover thereunder. This provision and waiver of subrogation does not

affect or alter any of the provisions or matters set forth in Article 6 of this Agreement.

7.3 Insurance Requirements. Polk City and the WRA shall, respectively, purchase and maintain the following insurance coverages throughout the duration of this Agreement. Said insurance shall be provided by an insurance company(ies) or an insurance equivalent provided by a local governmental risk pool pursuant to Section 670.7 of the Iowa Code, "admitted" and "nonadmitted" to do business in the State of Iowa, having no less than an A.M. Best Rating of "B+" or equivalent Demotech rating. A self-insurance/excess insurance program may satisfy these requirements if approved by the other Party. The WRA may, from time to time, review the insurance requirements of this Agreement and require reasonable changes as deemed necessary to protect Polk City and the WRA from loss.

- A. Worker's Compensation & Employer's Liability Insurance: Worker's Compensation Insurance, including *Employer's Liability Coverage*, in accordance with all applicable statutes of the State of Iowa. The coverage limits for Employer's Liability Insurance shall be \$500,000 each accident for Bodily Injury by Accident, \$500,000 each accident for Bodily Injury by Disease, and \$500,000 policy limit for Bodily Injury by Disease.
- B. Commercial General Liability Insurance: Commercial General Liability insurance on a per occurrence basis with limits of liability not less than \$2,000,000 per occurrence and/or aggregate combined single limit covering Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (a) Premises and Operations, (b) Products and Completed Operations, (c) (d) Personal and Advertising Injury and (e) Explosion, Collapse and Underground (XCU). Coverage shall be no less comprehensive and no more restrictive than the coverage provided by a standard form Commercial General Liability Policy (ISO CG 0001 or any subsequent ISO equivalent or a non-ISO equivalent form).
- C. Automobile Liability Insurance: Automobile Liability Insurance with limits of liability of not less than \$2,000,000 per occurrence combined single limit including Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. Umbrella/Excess Insurance: The General Liability and Automobile Liability Insurance requirements above may be satisfied with a combination of primary and Umbrella/Excess Insurance. The Umbrella/Excess Insurance shall also be written on a per occurrence basis. If the Umbrella/Excess Liability Insurance policy does not follow the form of the primary policy(ies) it shall include the same endorsements as required of the primary policy(ies).
- E. Directors & Officers or Public Officials Liability Insurance: Directors and Officers or Public Officials Liability Insurance with limits of liability of not less than \$1,000,000 per loss and \$1,000,000 aggregate per policy period for all losses.

- F. Governmental Immunity: Liability insurance policies shall include an endorsement that preserves governmental immunity granted under Code of Iowa Section 670.4 by stating that the purchase of the liability insurance and including the WRA as an Additional Insured shall not waive any of the defenses of governmental immunity available to the City or WRA under Code of Iowa Section 670.4 as it now exists or as it may be amended from time to time and that the insurance policy only covers those claims not subject to the defense of governmental immunity under Code of Iowa Section 670.4 and the policy shall not deny any of the rights and benefits accruing to the City or WRA under the policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City or WRA. An example is included in Attachment 1.
- G. Cancellation & Material Change Endorsement: The insurance policies shall include a thirty (30) day advance written notification of Cancellation, forty-five (45) days advance written notification of Nonrenewal and ten (10) days advance written notification for cancellation due to nonpayment. An example is included in Attachment 1.
- H. Proof of Insurance: Polk City and the WRA shall, respectively, submit to the other, a Certificate(s) of Insurance demonstrating compliance with the above insurance requirements. A letter of self-insurance may be submitted in lieu of a Certificate of Insurance if the limits of self-insurance are equal to or exceed those required above.
- I. Responsibility For The Property of Others: Polk City shall assume full responsibility for all loss or damage from any cause whatsoever to any property brought onto the Property Interests that is owned or rented by Polk City or any of Polk City's employees, agents, subcontractors, suppliers or their employees.
- J. Polk City's Contractors: After Closing as set forth in Section 3.4, Polk City shall require all contractors who do work on the Property Interests to indemnify the WRA and its Operating Contractor in accordance with the indemnification provisions included in Attachment 2 and to purchase and maintain insurance in accordance with the insurance provisions included in Attachment 2.

### **Article 8 – General Provisions.**

8.1 Notices and Invoices. All notices which the Parties are authorized or required to give one another pursuant to this Agreement, and all invoices, shall be in writing and may be personally delivered or sent by ordinary mail to the addresses hereafter provided. Mailed notices or invoices shall be deemed to be received by the Party to whom directed when they are postmarked. Such notices and invoices shall be delivered or mailed to the following persons at the addresses listed:

Notices to WRA:  
WRA Director  
c/o Des Moines Wastewater  
Reclamation Facility  
3000 Vandalia Road  
Des Moines, Iowa 50317

Notices to Polk City:  
City Administrator  
112 3<sup>rd</sup> Street  
Polk City, IA 50035

8.2 Declaration of Default and Notice. In the event any party determines another party has defaulted in the performance of its obligations under this Agreement, the aggrieved party may declare the default has occurred and give notice to the other party. Notice of default shall be in writing and shall specify the nature of default and shall specify what action is requested to correct the default. The party receiving notice shall have thirty (30) days from the date of its receipt of the notice of default to correct the default. If at the end of said thirty (30) day period the default has not, in the opinion of the aggrieved party been corrected, that party may thereupon take whatever action it determines necessary or appropriate to enforce or obtain performance of the provisions of this Agreement.

8.3 Payment of Attorneys Fees. If judicial proceedings are necessary to enforce the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees directly attributed to such litigation, in addition to any other legal or equitable relief to which it may be entitled.

8.4 Remedies. In addition to any other remedies available under applicable law, the WRA and Polk City shall have the right to the equitable remedy of specific performance to enforce compliance with any provision of this Agreement.

8.5 Amendment of Agreement. This Agreement may be amended only by written agreement signed by both Parties.

8.6 Assignment of Agreement. No Party may assign this Agreement to a third party without the written consent of the other Party.

8.7 Binding Nature of Agreement. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

8.9 Waiver of Compliance. No failure of either party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right, term or remedy available upon a breach thereof shall constitute a waiver of any such breach or such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Agreement but each and every covenant, agreement, term or condition of this Agreement shall continue in full force and effect with respect to any other than existing or subsequent breach thereof.

8.10 Breach. In the event of a breach by the WRA or Polk City of this Agreement, that breach shall not be considered to affect any remaining terms or conditions of this Agreement. If any terms or conditions of this Agreement are held to be invalid or illegal, those remaining terms or conditions shall not be construed to be affected.

8.11 No Third Party Beneficiaries. Nothing in this Agreement shall be construed to create in any third party, or in favor of any third party, any right(s), license(s), power(s) or privilege(s).

8.12 Severability. If any section, provision or part of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision or part thereof not found to be invalid or unconstitutional.

8.13 Remedies and Governing Law. The rights and remedies set forth herein are not exclusive and are in addition to any of the rights and remedies provided by law or equity. This Agreement and all actions arising hereunder shall be governed by, subject to and construed according to the laws of the State of Iowa. The parties agree, consent and submit to the personal jurisdiction of the Iowa District Court in and for Polk County, Iowa, for any action arising out of this Agreement. The parties agree that service of process at the address and in the manner specified above will be sufficient to put a party on notice and hereby waive any and all claims relative to such notice. The parties also agree that they will not commence any action because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Agreement in any court except the Iowa District Court in and for Polk County, Iowa, unless original jurisdiction can be had in the United States District Court for the Southern District of Iowa.

8.15 Execution of Agreement. This Agreement shall be executed in three counterparts, each of which so executed shall be deemed to be an original.

PASSED AND APPROVED the 8<sup>th</sup> of December, 2014.

\_\_\_\_\_  
Jason Morse, Mayor

ATTEST:

By: \_\_\_\_\_  
Sharon Nickles, City Clerk

**RESOLUTION 2014-115**

**A RESOLUTION ON THE COMPLETION OF PUBLIC IMPROVEMENTS IN CONNECTION WITH LOST LAKE ESTATES PLAT 1 AND THE RELEASE OF SECURITY CHECK.**

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**WHEREAS**, Bresson Construction, Inc., developer for Lost Lake Estates Plat 1, submitted a check in the amount of \$8,700.00 as security for the completion of public improvements in connection with Lost Lake Estates Plat 1 as per the Development Agreement; and

**WHEREAS**, the Developer of Lost Lake Estates Plat 1, has completed a portion of the public improvements installed in connection therewith; and

**WHEREAS**, the Developer plans to complete the remaining improvements within the next few weeks; and

**WHEREAS**, the City Engineer has reviewed the punch list and has reduced the list to the attached as Exhibit "A"; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Polk City, Iowa, that since not all of the public improvements have been completed by the Developer in connection with Lost Lake Estates Plat 1, and that the attached Exhibit "A" punch list items can be completed prior to the next council meeting; the City Engineer is given the authority to inspect and accept the improvements for the City and may further direct the release of the security check in the amount of \$8,700 to Bresson Construction, upon completion of the punch list.

**PASSED AND APPROVED** the 8<sup>th</sup> day of December, 2014.

---

Jason Morse, Mayor

ATTEST:

---

Sharon Nickles, City Clerk

# Exhibit "A"

## LOST LAKES PLAT 1 PUNCH LIST WALK-THRU: AUGUST 1, 2014 UPDATED: DECEMBER 4, 2014

The following items shall be completed prior to Council acceptance of the public improvements:

### **Contractor Items:**

3. Provide extended warranty for pavement areas represented by out-of-spec core sample #6, hand pour areas at N. Broadway and Falcon Drive.
4. Seed all disturbed areas, including off site areas:
  - a. Disturbed areas *on Lots 24 and 25, between the street and stilling basin.*
  - b. Bart Turk property where disturbed, other than TRM areas.
  - d. Re-seed area of park near culvert since grass died due to stormwater backup at culvert under Broadway.
6. Clean joints and add sealant. (Several panels *near Lots 35/36 and in Robin Court cul-de-sac* require cleaning and sealing, but check all joints.)
14. Clean invert of ST-21.
26. Repair erosion near detention pond outlet pipe (after MAE electric installation).
27. Install additional Landlok 300 Turf Reinforcement Mat to cover all of the very steep slopes near FES on Lots 24/25 to permanently control erosion. *Contractor shall meet with Deb Beck on site to define limits of TRM placement. This TRM will need to be installed as per manufacturer's recommendations, including staking as necessary.*
28. On Turk property, install additional Landlock 300 Turf Reinforcement Mat on all steep slopes to permanently control erosion. *Contractor shall meet with Deb Beck on site to define limits of TRM placement. This TRM will need to be installed as per manufacturer's recommendations, including staking as necessary.*
30. Repair birdbath located on Falcon Drive at its intersection with Broadway. *Sternquist Construction will need to work with Deb Beck to resolve this issue.*

### **Engineering Items:**

2. Provide revised as-built Record Drawings, *as per comments provided 12/4/14.* Submittal shall include 3 signed copies of full size plan sets and one pdf plan set *and a statement that the as-built conditions meet the intent of the Storm Water Management Plan.*
3. Provide CADD file of as-built location of all public improvements, including water main, so improvements can be added to Polk City's GIS database.

### **Developer Items:**

1. Contact Kathleen for punch list update when all contractor items have been addressed. (\$200 fee per update required.)
2. Engineering review fees must be paid in full.

**ORDINANCE NO 2014-2000**

**AN ORDINANCE AMENDING CHAPTER 65, STOP OR YIELD REQUIRED.**

---

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

**Section 1.** Chapter 65, Section 65.04 Yield required, of the Polk City Code of Ordinances; is hereby amended by removing number:

1. Traffic on Lyndale shall yield at Forest Street;

**Section 2.** Chapter 65, Section 65.02 Stop required, of the Polk City Code of Ordinances; is hereby amended by adding the follow:

- The entrance from N. 6<sup>th</sup> to Madison Drive;
- The entrance from Walker Street to E. Van Dorn Street (north side of intersection);
- The entrance from Summer Street to E. Wood Street (both sides);
- The entrance from 1<sup>st</sup> Street to Church Street (both sides);
- The entrance from 2<sup>nd</sup> Street to Church Street (both sides);
- The entrance from Waldo Street to Tyler Street;
- The entrance from Waldo Street to Stippich Street;
- The entrance from Lyndale to Forest Street;
- The entrance from Sunset to Westside Drive;
- The entrance from Sunset to Crestmoor Drive;
- The entrance from Oaklyn Drive to Lyndale Drive;
- The entrance from First Street to Wood Street (both sides);
- The entrance from First Street to Van Dorn Street (both sides);

**Section 3.** All ordinances of parts of any ordinance in conflict with the provisions of this ordinance are hereby repealed to the extent of the conflict.

**Section 4.** This ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

**PASSED AND APPROVED** at Polk City, Iowa, this 8<sup>th</sup> day of December, 2014.

\_\_\_\_\_  
Jason Morse, Mayor

ATTEST:

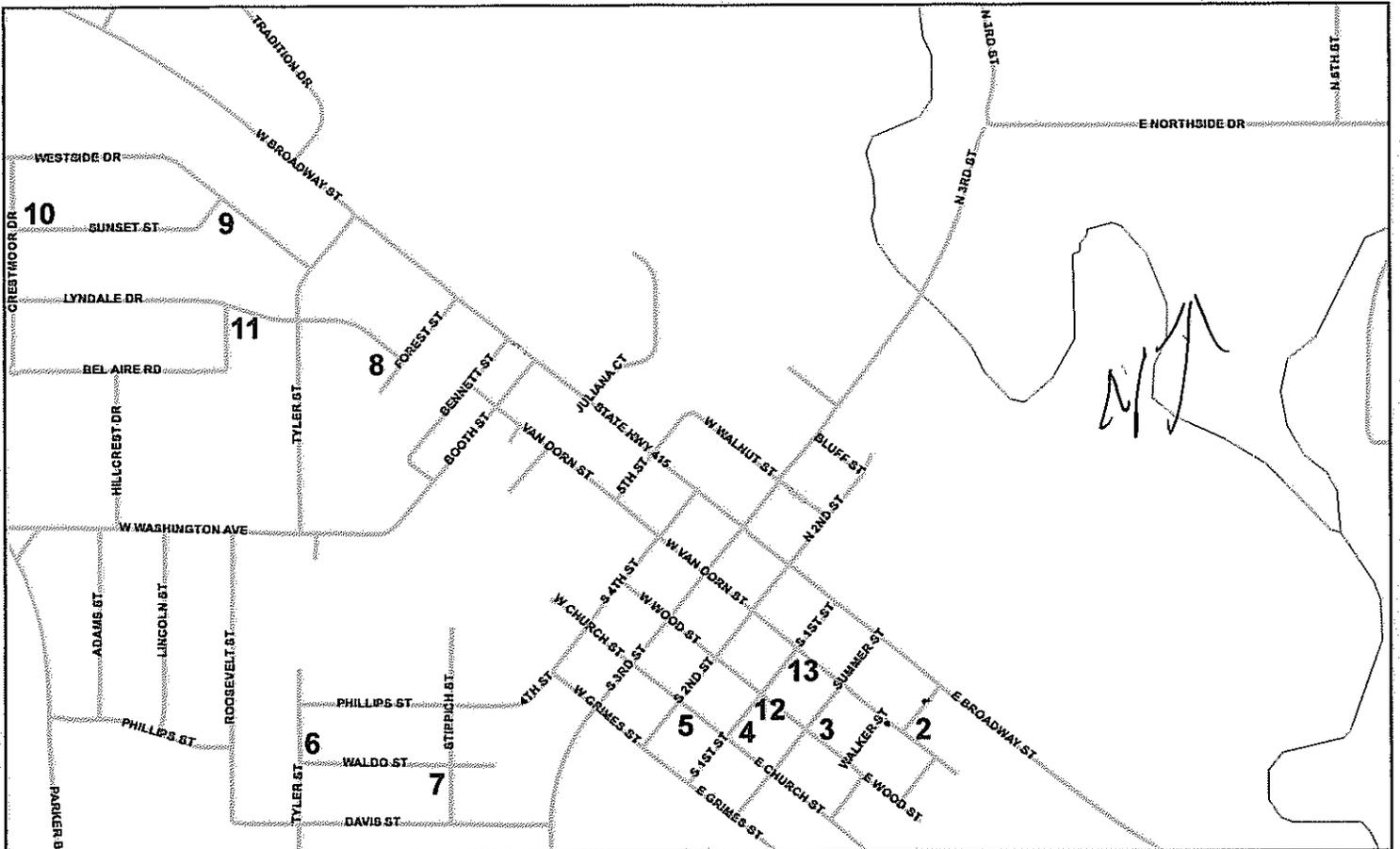
\_\_\_\_\_  
Sharon Nickles, City Clerk

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_

Date of Publication: \_\_\_\_\_

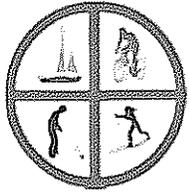


## Locations to change Yield Signs to Stop Signs

1. N 6th to Madison Dr
- ② Walker St to E Van Dorn St  
north side of intersection
3. Summer St to E Wood St  
(both sides)
4. 1st St to Church St (both sides)
5. 2nd St to Church St (both sides)
6. Waldo St to Tyler St
7. Waldo St to Stippich St
8. Lyndale to Forest St
9. Sunset to Westside Dr
10. Sunset to Crestmoor Dr
11. Oaklyn Dr to Lyndale Dr
12. First St to Wood St (both sides)
13. First St to Van Dorn St (both sides)

SAYLORVILLE

STATE HWY 415



# POLK CITY - A City For All Seasons -

## 2014 Department Accomplishments

### City Hall

- New Franchise Agreements with MidAmerican for gas and electric for a twenty year period with reopeners.
- Two commercial site plans through the approval process.
- Six new subdivisions went through the platting process.
- 2013 Ordinances were codified.
- Large Projects
  - Close out of the 2013 Paving Project
  - Design and Bid of the Washington and Booth Street Reconstruction Project
- Hiring of a New City Clerk.
- Participated in the Capital Crossroads Projects.
- Preliminary work for the Special Census.
- Highway 415 Improvements.
  - Completed TEAP Study and shared results with Polk County and IDOT
  - Approved a plan for street lighting along the corridor of S 3<sup>rd</sup> Street
- Removal of Dangerous Buildings
  - 309 S 2<sup>nd</sup> Street
  - 302 Van Dorn
- Flood Plain
  - Created Ordinance for use in Flood Plain Areas
  - Completed application for joining the FEMA Flood Program
  - Completed Flood Study
  - Completed Flood Plain Map for us with Ordinance
- WRA Second and Restated 28E Agreement
- WRA and Polk City 28E Agreement regarding Rock Creek Sanitary Sewer Operations and Maintenance.
- City Hall painted
- Master Plan for Doc Simmer Memorial Park.
- Officially became a member of Des Moines Convention and Visitor's Bureau.
- Implemented the Hotel/Motel Tax.
- Request for Proposals and the interview process for Comprehensive Plan.
- Request for Proposals and completion of Fiscal Year Audit.
- G.O. Bond Sale for the WRA Surcharge Payments prepayment.

## Technology Department

- Website redesign
  - Digitized all City forms
  - Online payment option
  - .GOV verified
  - Mobile version
  - Integrated DWOLLA payments on website
- Installed wireless internet on Polk City Square
- Created Polk City social media accounts
- Created/implemented Public Address system/policy
- Created Polk City curb stop layer
- Setup City Hall/CFO's mobile workstation
- Setup new City Clerk's mobile workstation
- Setup Public Works multi-function copier/enabled mobile printing
- Council/Commission updated photos & bios
- Upgraded Polk City plotter
- Assisted in implementation of a new water meter reader
- Created web content policies, terms of use
- Setup City Hall Wireless internet (public & private)
  - Upgraded internet connection
- Installed City Hall wireless projector
- Setup Public Works wireless internet
- Taught Public Works how to use Trimble
  - Wrote how-to-instructional
- Backed up all old website information
  - Removed spam from old site
- Implemented numerous apps for Public Works including GuardDog (Omni. – WRA plant SCADA)
- Installed City Hall Firewall
- Setup Public Works network drive
- Assisted with USDA Forest Service grant tree grant application
- Upgraded City Hall phone system
- Created City Mission Statement
- Setup Public Works rugged mobile workstation
- Setup Deputy Clerk's new workstation
- Installed universal antivirus across all City Hall workstations
- Completed Connect Iowa Broadband Survey
- Addressed: Twelve Oaks Plat 2 - Part 1, Lost Lake Plat 1, Wolf Creek Plats 8, 9, 10, TCI Plat 6
- Maps: Updated 2014 Fall Bike Ride, 2014 Lot Line Map, 2014 Festival Staging Map, 2014 Parade Route/Barricades,

- Polk City's 2014 Comparative Growth Survey

### **Public Works Department**

- Playground sidewalk at sports complex
- Playground at sports complex
- Curb stop layer locating GIS
- Root cutting and televising program 17000 ft.
- Mulch/hauling and tree chipping
- Setup & takedown 8<sup>th</sup> grade cleanup day
- Water plan tour 4<sup>th</sup> grade
- Water plant maintenance (cabinets, tile floor, sink, painting, HI service pump update, electrical panels)
- Scoreboard updates
- Replaced bleachers at sports complex and the teardown of old bleachers
- City Hall and Historical Society painting
- Tree trimming for City R.O.W's
- Removed and scrapped old soccer goals at West Elementary
- Moved soccer goals from sports complex to West Elementary
- Installed approximately 75-100 meters
- Removed and installed heated panels at Community Center
- Replace fence at north lift station entrance
- Replaced fence around iron lagoon
- Lift station grease removal (scheduled with Hydro Kleen)
- Assist with tree replanting at shop and Parkers Blvd
- Concession stand maintenance (plumbing freezing)
- Cooperation with Polk City Development Community on directional signs and installs
- New development signs (130)
- 2 manhole rehabs
- 20 fire hydrant install and inspections
- Reviewed and restricted recycling area
- Removed all waste mulch twice
- Added 3 new lift stations to monitor and maintain
- Added smart phones for all Public Works (emails, texts, monitor Big Creek lift station)
- Coordinated with contractors and engineers for emergency sewer backup on Oakwood Drive
- Upgrade communication at shop
- Consolidated all snow mosquito controls into one truck
- Update town square electrical
- Remodeled bandstand
- Replaced all benches and tables at square with composite
- Added water service and replaced sidewalk panels at Westside Park
- Ash tree removal program

- Inspected older trees at square and cabled
- Replaced sidewalk panels at Parker and Phillips
- Removal of Community Garden and seed to grass
- Floor maintenance of Community Center
- Utility locates and coordination for Booth Street project
- Ashbore training 2 employees
- Snowplow training 2 employees
- Started water service line resident responsibility forms
- Installed ice dams on city building roof
- Installed culvert and rock driveway for Simmer Park access
- Replaced all Community Center tables
- Fire hydrant flow testing
- Coordinated Big Creek sewer hookup
- Coordinated Plates with City Hall developers
- Coordinated new street signs on 3 plats

### **Police Department**

- Sponsored/participated in the Fall Festival, estimated 350 children and parents attended
- Sponsored the Punt Pass and Kick event, 30 kids participated
- Worked and changed the long time parade route for the city's Four Season's Festival and had the parade go off without any problems
- Provided security for the beer garden at the city's Four Seasons Festival no serious problems or arrests
- No reports of any criminal mischief over Beggar's Night or Halloween Night, in addition the department had a patrol vehicle and officer at the Trunk and Treat event held on Beggar's Night
- Department officer Ron Lamfers recognized for saving a life by using the department's AED on the bike trail
- Provided several safety related educational programs for the public and groups such as Kiwanis Club, Boy Scouts, and area Daycares.
- Department is in the process of working with a young man attempting to become an Eagle Scout by sponsoring him and his project (The project will benefit the city, announcement of details will be presented at a council meeting in January 2015)
- Officer used forensic training to lift identifiable fingerprints and code DNA for prosecution and filing of criminal charges
- Sgt. Bjornson provided assistance to several parents and grandparents in how to properly install car seats.
- Department hosted the Central Iowa Traffic Safety Task Force's annual luncheon held at the Tournament Club of Iowa
- Chief Bowersox served as Treasurer for the Central Iowa Traffic Safety Task Force
- Department provided traffic control for three 5K type runs
- Department provided traffic control for Fall Bike Ride

- Department provided traffic control for multiple Motorcycle Benefit Rides
- Chief Bowersox received training and became a member of Polk County's Mental Health team that provides Critical Incident Stress Management debriefings for area Law Enforcement, EMS, and members of the community
- Officers of the department served as guest instructors at the Iowa Law Enforcement Academy, topics of instruction include, Firearms, Traffic Occupant Protection Strategies and Operation Kids.

### Library

- The Library has a computer that is used as an infomercial it runs continuously to inform customers of daily activities, future programing, and anything else pertaining to the Library.
- The Library applied and received a technology grant through the State Library for \$1,500.00 that was used to purchase a laptop and projector.
- 400 signed up for this year's Summer Reading Program.
- The Library as of December 1<sup>st</sup> has 3,775 active card holders.
- The Library as of December 1<sup>st</sup> has a collection of 51,263 and have had a total of 41,030 check-outs.
- 2015 we will have been in the new building for 10 years.

# Memo

Date: 11/19/2014

To: Mayor, Council and Administrator

From: Mike Schulte

R.E. 2014 Brush and Leaf Drop Off Check Point Findings

As an ongoing attempt to reduce the cost of our brush and leaf drop off area, Public Works staffed a checkpoint at the entrance of the facility to determine who was using the facility and what they were dropping off. We staffed the checkpoint from 9am until 5pm November 1<sup>st</sup>, 2<sup>nd</sup>, 8th and 9<sup>th</sup>. The two weekends picked had good usage and will give us a good starting point.

We stopped all vehicles entering the area and asked if they were from in town, out of town and what they had to drop off.

We stopped 316 vehicles on the four days.

42 of which indicated that they were from out of town. 27 of the 42 used the recycling area for cardboard, as they are allowed. 15 come to use the brush and leaf area and were turned away. To summarize 4.7% of the vehicles were not to use the area.

Overwhelmingly the people that could use the area thanked us for staffing the area and understood we were trying to reduce costs for them.

As of this year we have spent \$25,574 on the brush and leaf area, take the 4.7% that are not to use the area and that is costing us \$1,201 annually.

Keep in mind that this is one snap shot in time and I look forward to more of these to get a better picture.

Also we have continued to enforce not to allow land and lot clearing debris at the site. Although I don't have stats to back it up, I know this has had a big impact in the amount of brush we receive and that should reflect in 2015 numbers.

At this point I would recommend waiting until next spring and staffing more check points and continue to get more data to get a better picture of the usage.

Thanks! Mike Schulte

# Memo

Date: 11/19/2014

To: Mayor, Council and Administrator

From: Mike Schulte

R.E. 2014 Snow Removal Review

As the Council may remember, Public Works started using granular salt to treat snow and ice instead of the sand, salt mix we used previously. The idea was to try to prevent the sand from becoming a problem for the citizens on their driveways and in garages. The City would benefit from one less street sweeping and keeping the sand out of the storm sewers thus reducing the cleaning of storm sewers. Also the City would have better ice removal from the streets.

The annual costs for salt, sand and pretreatment are as follows:

FY 12/13	\$14,987
----------	----------

FY 13/14	\$12,376
----------	----------

The numbers of snow events a year are as follows:

FY 12/13	14
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FY 13/14	12
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I believe the current ice treatment that Public Works is applying has worked well and is staying on budget. We will continue our operations as we did last year.

If anyone has comments, please let me know!

Thanks for your continued support!

Mike Schulte

RECEIVED

DEC 04 2014

December 3, 2014

CITY OF POLK CITY

To Whom It May Concern:

I am writing to address the Polk City City Council in regards to Leonard Park on Parker Boulevard. The park has been in place for 4 years now and it seems it is time that the lack of any parking area needs to be addressed.

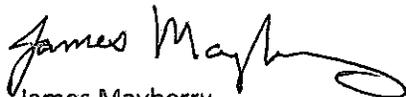
With Parker Boulevard being a main traffic line to the library, school, and etc on that side of town, the park is highly visible by those who drive that route. In addition, with all the new homes being built in that neighborhood, it seems to make sense that a parking area should be available. The park also seems to be on a main line bicycle/walking trail where a parking area would serve to increase use of the trail as well.

Unfortunately, unless you live within a block of the park, you must park around 2 blocks or better away and walk to the park. For those of us who are disabled, this is not an option. Several citizens that I have conversed with who are also disabled, agree that they would go to the park if parking were available but do not since parking close is not an option.

I addressed the Parks Commission on 12/1/14 on this issue. Their response was that they agreed that in fact, they had been dragging their feet when it comes to dealing with this issue. They stated that this matter would be considered a priority with the upcoming budget. I would request that the City Council consider this matter a priority as well.

Thank you for your time and consideration of this matter.

Sincerely,

  
James Mayberry