



Tentative Meeting Agenda

Notice of Meeting | Polk City | City Council Meeting

May 11, 2015 | 6:30 pm | City Hall | Council Chambers

Jason Morse | Mayor

David Dvorak | Mayor Pro-Tem

Council Members: Rob Mordini | Rob Sarchet | Dan Lane | Ron Anderson

1. *Call to Order*
2. *Roll Call*
3. *Approval of Agenda*
4. *Audience: Items not on the agenda will be discussed at this time.*
5. *Consent Items*
 - A. Action Items
 1. Consider motion to approve the City Council Meeting Minutes for April 27, 2015, with corrections.
 2. Consider motion to approve the May 11, 2015, Claims Statement.
 3. Consider motion to receipt and file the Parks Commission Meeting Minutes for May 4, 2015.
 4. Consider motion to approve the Polk City Development Corporation and the Polk City Chamber of Commerce request of the use of the Town Square on July 16-17-18, 2015. Temporary Site Plan for the F Seasons Festival and requested in the amount of \$6000.
 5. Consider motion to approve of Summer Recreation Art Teacher Missy Rhoads at \$10.00 per hr.
 6. Consider motion to approve Sign Purchase and Removal of Selected Trees at Doc Simmer Memorial Park.
 7. Consider motion to approve Opening Ceremony for the Central Iowa Little League State Softball Tournament in Polk City, City Square on July 10, 2015
 8. Consider motion to approve Pony Express Riders of Iowa to conduct a roadblock at the 4 way stop signs with volunteers from either 8-12 noon or 9-1 pm on Saturday, May 23, 2015.
 9. Consider approval of Brandon Simpsons Resignation of the Polk City Fire Department, effective May 1, 2015.
 10. Informational: Fire Department Reports.
 11. Informational: Police Department Reports.
 12. Informational: Public Works Report
6. *New Business*
 - A. New Business Action Items
 1. Public Hearing on the Vacating the Public Right-of-Way on Davis Street at 6:30 pm.
 2. Consider motion to approve 1st reading of Ordinance 2015-500 Vacating the Public Right-of-Way on Davis Street.
 - a. Consider motion to approve waiving the 2nd and 3rd reading.

3. Consider motion to approve Resolution 2015 – 30 Parker Townhomes II Easements.
4. Consider motion to approve the Public Water Main Construction Drawings for Parker Townhomes II Site Plan.
5. Consider a motion to approve Resolution 2015-31 to set the date of Public Hearing for Fiscal Year 2014/2015 Budget Amendment.
6. Consider motion to approval the Agreement between the North Polk Community School District with Administrative Offices for Summer Recreation Transportation.
7. Consider motion to approve the City of Polk City | IA to receive Request for Proposals (RFP) to preform agreed upon procedures to satisfy the annual examination requirements of section 11.6 of the Code of Iowa for the Fiscal Year 2014/2015 ending June 30, 2015.
8. Consider motion to approve the North Drive Street Repair in the amount of \$12,000. To remove old pavement, haul away, and replace concrete.
9. Consider motion to approve Resolution 2015-33 for Payment Application No. 1 for the Washington Ave & Booth Street Reconstruction Project in the amount of \$117,910.57

7. *Old Business*

A. Old Business Action Items

1. Ordinance No 2015-400 approving 2nd reading Amending Chapter 92, Water Rates, Section 92.02, Rates for Service by Amending the Rate and Adding Two New Rate Classifications, Domestic and Irrigation/Garden; and Amending Chapter 99, Section 99.02 by Adding a New Sewer Rate.

8. *Mayor's Report*

Finance Committee Meeting Tuesday, May 26, 2015 at 5:00 pm.

9. *Council Report*

1. Dave Dvorak
2. Rob Sarchet
3. Rob Mordini
4. Ron Anderson
5. Dan Lane

10. *Council Discussion*

11. *City Administrator Report*

12. *City Reports*

1. Attorney's Report
2. Engineer's Report
3. Public Works Report
4. Information Technology Report
5. Library Report
6. Police Department Report
7. Fire Department Report
8. Citizen Liaison Report

13. *Adjournment – Next meeting May 26, 2015*

ISSUE: APPROVAL OF CONSENT ITEMS

VOTE: Consider approval of the consent items.

BACKGROUND:

1. Consider motion to approve the City Council Meeting Minutes for April 27, 2015, with corrections.
2. Consider motion to approve the May 11, 2015, Claims Statement.
3. Consider motion to receipt and file the Parks Commission Meeting Minutes for May 4, 2015.
4. Consider motion to approve the Polk City Development Corporation and the Polk City Chamber of Commerce request of the use of the Town Square on July 16-17-18, 2015. Temporary Site Plan for the F Seasons Festival and requested in the amount of \$6000.
5. Consider motion to approve of Summer Recreation Art Teacher Missy Rhoads at \$10.00 per hr.
6. Consider motion to approve Sign Purchase and Removal of Selected Trees at Doc Simmer Memorial Park.
7. Consider motion to approve Opening Ceremony for the Central Iowa Little League State Softball Tournament in Polk City, City Square on July 10, 2015
8. Consider motion to approve Pony Express Riders of Iowa to conduct a roadblock at the 4 way stop signs with volunteers from either 8-12 noon or 9-1 pm on Saturday, May 23, 2015.
9. Consider approval of Brandon Simpsons Resignation of the Polk City Fire Department, effective May 1, 2015.
10. Informational: Fire Department Reports.
11. Informational: Police Department Reports.
12. Informational: Public Works Report

RECOMMENDATION:

Approve the consent items of May 11, 2015.

STAFF CONTACT:

Jennifer Ratcliff, jratcliff@polkcity.org;
(515) 984-6233.

Minutes of the Regular Meeting of the Honorable Mayor and City Council of the City of Polk City, held in the Council Chambers, 112 Third Street | on Monday, April 27, 2015.

Before the meeting, staff emailed agenda packets to the Mayor and City Council, and posted the agenda, at the City Hall Office. In addition to these published tentative minutes, there also may be additional meeting notes on file with the Polk City staff that are public record and available upon request as provided by law. These tentative minutes reflect all action taken at the meeting.

City Council Members Present:

Jason Morse | Mayor
Dave Dvorak | Pro Tem
Rob Sarchet | City Council Member
Rob Mordini | City Council Member
Dan Lane | City Council Member
Ron Anderson | City Council Member

Council Members Absent:

Staff Members Present:

Gary Mahannah | City Administrator
Jennifer Ratcliff | City Clerk
Mike Schulte | Public Works Director
Jake Schreier | Technology Director
Dan Gubbins | Fire Chief
Dustin Bjornson | Police Sargent
Amy Beattie | City Attorney
Mike Schulte | Public Works Director
Kathleen Connor | City Engineer Representative

1. **Call to Order** | *The Honorable Jason Morse called the meeting to order at 6:30 pm.*
2. **Roll Call** | Mayor Morse, Mordini, Sarchet, Dvorak, Lane, Anderson
3. **Approval of Agenda with Corrections**

MOTION & SECOND:

A motion was made by Sarchet and seconded by Dvorak to approve the agenda.

Ayes: Mordini, Sarchet, Dvorak, Lane, Anderson

Noes: None

MOTION CARRIED UNANIMOUSLY

4. **Audience Items** | *No discussion on item 4.*
5. **Consent Agenda Items**

MOTION & SECOND:

A motion was made by Dvorak and seconded by Anderson to approve the April 27, 2015, consent agenda items.

- a) Approval of the City Council Meeting Minutes for April 13, 2015.
- b) Approval of the April 27, 2015, Claims Statement.
- c) Approval the Financial Statement for March.
- d) Receipt and File of the Library Board Meeting Minutes for March 10, 2015.
- e) Receipt and File of the Planning and Zoning Commission Meeting Minutes for April 20, 2015
(Voted on separately).
- f) Approval of the Temporary Site Plan for Cornerstone Dental's Annual Event, June 11, 2015
4:00 pm – 7:30 pm.
- g) Approval of the Temporary Site Plan for the Polk City Chambers Concert Series May 29, June
26, 2015 6:00 – 9:00 pm & August 29, 2015 3:00 – 6:00 pm.
- h) Approval of Maureen McGuire Resignation from the Library Board Effective May 31, 2015.
- i) Approval of the Request by Polk City Development Corporation (PCDC) for \$2500.00, to pay
JEO for the Aquatic Center Study.
- j) Approval of the Request Made by Kiwanis Club of Polk City to Waive the rental fee for the
Community Room for a Fundraiser on May 9, 2015 8:00 am – 12:00 pm.
- k) Approval of Fareway Stores, Polk City, Class C Liquor Permit, Pending Approval from the
Alcohol Beverage Division.
- l) Approval of Kum & Go #135, Polk City Iowa Retail, Cigarette, Tobacco, Nicotine, Vapor
Permit, Pending Approval from the Alcoholic Beverage Division.
- m) Approval of the 2015 Farmers Market Temporary Sign Policy May 7 – September 3, 2015.
- n) Approval of the 2015 Polk City Summer Recreation Hires Pending Completion of Background
Checks;
*Stacey Emary \$10.00, Sara Tolbert \$9.50, Michelle Bakken \$9.50, Chase Erickson \$9.00,
Ann Marie McCormick \$9.00, Tammy Tounsley \$9.00, Misty Rhodes \$9.00, Skylar Finch
\$9.00, Lexi Dvorak \$8.50, Jenna Kauble \$7.75, Cody Meiners \$7.50, Maxwell Wokkittel
\$7.50, William McCormick \$7.75, Macayla Rhodes \$7.50, Grace Leonard \$7.75.*
- o) Approval of Firefighter Tyler Rommel's Promotion to Lieutenant, Grade 4 Step 2 at \$12.57

- p) Approval of rehiring of Firefighter *Josh Sneller*, Grade 6 Step 1 at \$14.70.

MOTION CARRIED UNANIMOUSLY

Ayes: Mordini, Sarchet, Dvorak, Lane, Anderson

Noes: None

- e) Receipt and File of the Planning and Zoning Commission Meeting Minutes for April 20, 2015. Also reflecting the 5-2 Vote for the Plan Unit Development (PUD) Master Plan Amendment.

MOTION & SECOND:

A motion was made by Anderson and seconded by Lane to approve the Receipt and File of the Planning and Zoning Commission Meeting Minutes for April 20, 2015 agenda items.

MOTION CARRIED UNANIMOUSLY

Ayes: Mordini, Sarchet, Dvorak, Lane, Anderson

Noes: None

6. New Business

- a) The Mayor declared it was time to close the regular meeting at 6:30 and open the Public Hearing on Parker Townhomes II at 825 Parker Blvd | Polk City for the Plan Unit Development (PUD) Master Plan Amendment. The Mayor asked the City Clerk if the Public Hearing Notice had been published, it was on April 17, 2015. The Mayor asked the City Clerk if any written comments were received for or against the PUD, none were. Wally Pelds, President of A. Leo Pelds Engineering Company spoke on behalf of Bruce Lefkow and the Parker Townhome II Development; followed by comments from Kathleen Connor, Polk City Engineer Representative, City Administrator, and City Council.

MOTION & SECOND:

A motion was made by Lane and seconded by Dvorak Public Hearing April 27, 2015 at 6:36 pm to close the Public Hearing and to reopen the regular meeting.

MOTION CARRIED UNANIMOUSLY

Ayes: Mordini, Sarchet, Dvorak, Lane, Anderson

Noes: None

- b) **MOTION:** A motion was made by Lane and seconded by Sarchet to approve the Resolution 2015-24 Approval of Amended Planned Unit Development (PUD) Master Plan for Parker Townhomes II (originally part of Lakeside Development Plan-Phase 1).

MOTION CARRIED UNANIMOUSLY

Ayes: Mordini, Sarchet, Dvorak, Lane, Anderson

Noes: None

- c) **MOTION:** A motion was made by Lane and seconded by Sarchet to approve the Resolution 2015-25 approving the Site Plan for Parker Townhomes II.

MOTION CARRIED UNANIMOUSLY

Ayes: Mordini, Sarchet, Dvorak, Lane, Anderson

Noes: None

- d) **MOTION:** A motion was made by Lane and seconded by Anderson to approve Resolution 2015-26 Approval to Setting the Date of Public Hearing on the Vacating the Public Right-of-Way on Davis Street.

MOTION CARRIED UNANIMOUSLY

Ayes: Mordini, Sarchet, Dvorak, Lane, Anderson

Noes: None

- e) **Park City Board/Tree City USA Presentation** – Given by Ken Morse. Recognizing Polk City for its commitment to effective urban forest management. The community also received a Tree City USA Growth Award for demonstrating environmental improvement and higher level of tree care. In addition, Phil Jensen received the 2015 Iowa Urban Forestry Outstanding Volunteer Award from the Iowa Urban Tree Council. The City of Polk City thanked Phillip, for all of his years of dedicated service, and congratulate him on receiving the 2015, Iowa Urban Forestry Outstanding Volunteer Award.

- f) **MOTION:** A motion was made by Mordini and seconded by Lane to approve Resolution 2015-27 Approval of Site Plan for Lakeside Fellowship.

MOTION CARRIED UNANIMOUSLY

Ayes: Mordini, Sarchet, Dvorak, Lane, Anderson

Noes: None

- g) **MOTION:** A motion was made by Sarchet and seconded by Lane to approve Resolution 2015-29 Approval of Calling the Special Election for the General Obligation Bonds (GOB); pending the change in language to reflect

“Shall The City of Polk City Issue its Bond in an Amount not exceeding the Amount of \$8,715,000 for the Purpose of Paying costs Associated with the Construction, Equipping, and Furnishing of an Aquatic Center and Recreation Complex, and the renovation of the Existing Sports Complex and the Acquisition of any Real Property required for those Purposes.”

MOTION CARRIED UNANIMOUSLY

Ayes: Mordini, Sarchet, Dvorak, Lane, Anderson

Noes: None

- h) **MOTION:** A motion was made by Lane and seconded by Sarchet to approve Ordinance No 2015-400 approving 1st reading Amending Chapter 92, Water Rates, Section 92.02, Rates for Service by Amending the Rate and Adding Two New Rate Classifications, Domestic and Irrigation/Garden; and Amending Chapter 99, Section 99.02 by Adding a New Sewer Rate.

MOTION CARRIED UNANIMOUSLY

Ayes: Mordini, Sarchet, Dvorak, Lane, Anderson

Noes: None

- i) **MOTION:** A motion was made by Lane and seconded by Dvorak to approve Resolution 2015-28 Setting Dates of the Consultation and A Public Hearing on a Proposed Amendment No. 2 to The Polk City Urban Renewal Area II Plan in the City of Polk City.

MOTION CARRIED UNANIMOUSLY

Ayes: Mordini, Sarchet, Dvorak, Lane, Anderson

Noes: None

7. Old Business

- a) Development and Discussion of the Request by Ben Nissin for the Second Driveway Approach at 1203 W. Broadway.

At this time, Ben Nissin has requested 30 days to complete his documentation and will come before the Planning and Zoning Commission in May 2015. Upon the recommendation from P&Z it will then come before the City Council to vote upon.

8. Mayor's Report

Discussion by Mayor on item 8.

9. Council Report

Discussion by Council Members on item 9.

10. Council Discussion

Discussion by Council on item 10.

11. Administrator Report

Discussion by City Administrator on item 11.

12. City Reports

Discussion by City Administrator on item 12.

13. Next Meeting Date – May 11, 2015.

14. Adjournment – 7:53 p.m.

Jennifer Ratcliff – City Clerk

Jason Morse, Mayor

CLAIMS REPORT
The City of Polk City

For | 5/11/2015

DEPARTMENT	VENDOR	EXPENSE TYPE	AMOUNT
SU	ACCUJET LLC	SEWER LINKING	\$3,735.00
PARKS	ADVENTURE LIGHTING	REPLACEMENT FLAG LIGHT	\$362.52
LIB & P&A	ALLIANCE CONNECT	WEB HOSTING	\$55.97
RU	ARDICK EQUIPMENT CO.	NO PARKING SIGNS-BROADWAY	\$161.00
WU	ARNOLD MOTOR SUPPLY	2 FITTINGS FOR BOBCAT	\$17.94
PARKS	BOLAND RECREATION	MULCH	\$2,800.00
FD	BOUND TREE MEDICAL	MEDICAL SUPPLIES	\$700.38
PA	BRICK LAW FIRM	LEGAL SERVICES	\$5,190.00
CH	BULL'S EYE	DISPLAY AD	\$153.00
WU	CENTRAL PUMP & MOTOR	BRIDGE RD LIFT STATION	\$735.00
CH	CENTURY LINK	PHONE SERVICE	\$3.21
FD	CITY OF ANKENY	CHANGE OF QUARTERS	\$250.00
FD	CITY OF ANKENY AMBULANCE	PARAMEDIC TIER	\$400.00
SU	CONTRACTOR SOLUTIONS	RENTAL OF TRASH PUMP	\$500.00
FD	CRYSTAL CLEAR WATER CO	PURCHASED WATER	\$45.50
RU	D & K PRODUCTS		\$416.00
SU	DES MOINES STEEL FENCE CO	FENCE REPAIR	\$900.00
WU	DES MOINES WATER WORKS	WATER	\$35,581.57
PD	DEWEY FORD	#23-CAR AC REPAIRS	\$3,592.53
WU	ELECTRONIC ENGINEERING CO.	PROGRAMMING RADIOS	\$144.95
OG	FALLER, KINCHELOE & CO. CPAS	ANNUAL AUDIT FEE	\$3,750.00
ALL DEPTS	FIRST NATIONAL BANK	CREDIT CARDS	\$3,763.01
WU	G & L CLOTHING	WORK CLOTHING	\$118.98
P&A	G.F.O.A.	DUES	\$160.00
PARKS	GNA TRUCKING LLC	CLEAN ROCKS	\$462.33
ED	GREATER DES MOINES CONVENTION	HOTEL MOTEL TAX DISTRIBUTION	\$1,327.32
WU	H.D. WATERWORKS SUPPLY	REPAIR PARTS	\$73.08
WU	HACH COMPANY	WATER DEPARTMENT SUPPLIES	\$914.17
WU	HAWKINS INC	BLEACH	\$545.00
WU	HEARTLAND TIRE & AUTO	2 TIRES	\$686.99
WU	I.A.M.U.	2015-16 WATER DUES & RESEARCH	\$625.46
RU	INTERSTATE BATTERIES	BATTERY	\$427.49
SU	IOWA IREPAIR	PHONE SCREEN REPAIR	\$249.98
PARKS	JASON MORSE	REIMBURSEMENT FOR REC FEE	\$125.00
PARKS	JIM'S JOHNS	PORTABLE TOILET RENTAL	\$40.00
LIB	JONES LIBRARY SALES INC	BOOKS	\$1,832.00
LIB	KIM KELLOGG	REIMBURSEMENT FOR CONFERENCE	\$50.00
WU	KEYSTONE LABORATORIES INC.	WATER TESTING	\$149.00
LIB, CC, & PARKS	KLEEN SWEEP SERVICES INC	CLEANING SERVICE	\$1,075.00
RU	LAWSON PRODUCTS	PARTS, HARDWARE & SUPPLIES	\$1,169.33
RU	LOGAN CONTRACTORS SUPPLY	OPERATING SUPPLIES	\$1,105.50
PARKS	LOUNSBURY SAND & GRAVEL	LANDSCAPING SUPPLIES	\$433.05
P&A	M.I.A.L.G.	DUES FY2015-16	\$350.00
PD	MED-TECH RESOURCE INC.	EQUIPMENT	\$33.79
PD	MEDIACOM	MEDIACOM	\$147.40
CC, PD, FD, WU	MENARDS	SUPPLIES	\$1,713.47
BLDG	METRO WASTE AUTHORITY	CURB IT RECYCLING	\$3,776.25
LIB	MICROMARKETING, LLC	BOOKS	\$102.97

SL	MIDAMERICAN ENERGY	STREETLIGHTS 3RS ST-WMIS 24411	\$5,471.18
WU	MIDCO DIVING & MARINE SERVICES	TANK CLEANING	\$2,675.00
WU	MIDWEST OFFICE TECHNOLOGY	COPIER RENTAL-MARCH	\$209.02
RU	MIKE SCHULTE	REIMBURSEMENT FOR CDL	\$64.00
FD	NATHAN REIS	REIMBURSEMENT	\$94.08
P&A	NEW YORK LIFE INS.CO.	INSURANCE	\$50.96
RU	WILLIE OSTRANDER	REIMBURSEMENT FOR CDL	\$40.00
CH	PETTY CASH	MISC ITEMS FROM PETTY CASH	\$20.78
FD	RACOM	EDACS ACCESS	\$658.00
LIB	RICHARD TAYLOR	TECH SUPPORT	\$465.00
BLDG	SAFE BUILDING COMP. & TECH	BUILDING INSPECTIONS	\$10,863.88
FD	SANDRY FIRE SUPPLY L.L.C.	BOOTS/HELMETS	\$908.88
DC	SLATER ANIMAL HOSPITAL	ANIMAL CONTROL	\$301.28
CC	SMITH'S SEWER SERVICE	DRAIN CLEAN OUT	\$70.00
BLDG & P&A	SNYDER AND ASSOCIATES	ENGINEER FEES	\$27,822.05
CH, FD	STAPLES	SUPPLIES	\$939.82
CH	STOREY KENWORTHY	OFFICE SUPPLIES	\$439.38
PD	SUPERIOR PRINTING & PROMOTIONS	CITSTF REFUNDABLE- 300 BOOKS	\$354.50
RU	TTAN MACHINERY	REPAIRS TO END LOADER	\$1,273.06
FD	TOM HOGAN	REIMBURSEMENT OF EMT BOOKS	\$212.72
LIB, CH, PARKS	TOTAL QUALITY INC.	LAWNCARE & FERTILIZER	\$10,879.64
OG	TOURNAMENT CLUB OF IOWA	ANNUAL APPRECIATION DINNER	\$2,280.00
RU	VAN-WALL EQUIPMENT	GATOR RENTAL	\$210.86
PD & FD	VERIZON WIRELESS	PHONE AND DATA PLAN	\$375.96
RU	WASTE MANAGEMENT OF IOWA	WASTE HAULING	\$548.80
WU	Z WIRELESS ANKENY	FOUR PHONE CASES	\$149.95
RU	ZEP MANUFACTURING COMPANY	CASE ZEP PRESERVE	\$146.74
TOTAL			\$148,476.68

MEETING MINUTES
The City of Polk City
Parks Commission
6:00 p.m., Monday, May 4, 2015
City Hall

Polk City, Parks Commission held a meeting at 6:00 p.m., on May 4, 2015. Before the meeting, staff emailed agenda packets to the Parks Commission and posted the agenda at the City Hall office. **In addition to these published tentative minutes, there also may be additional meeting notes on file with the Polk City staff that are public records and available upon request as provided by law. These tentative minutes reflect all action taken at the meeting.**

Parks Commission Members Present:

Same Hill | Chair
Audrey Bell | Pro Tem
Andy Johnson | Parks Commission Member
David Hiatt | Parks Commission Member
Adrienne Tiedens | Parks Commission Member
Josh Reed | Parks Commission Member
Dave Dvorak | Liaison for City Council
Ken Morse | Liaison for Tree Board

Staff Members Present:

Charlotte Loter | Deputy City Clerk
Jenny Gibbons | Deputy City Clerk
Randy Franzen | Supervisor of Public Works
Terri Keasey | Summer Rec Director

Parks Commission Members Absent:

Bob Fourez | Parks Commission Member

Formal Presenters

Recreation Improvements

John Calhoun – Polk City Development Corporation

1. **Call to Order** | Chair Sam Hill called the meeting to order at 6:00 p.m.
Introduction of new Deputy City Clerk, Jenny Gibbons.
Discussion of Charlotte Loter’s retirement celebration and David Hiatt shared the commission’s appreciation for all of Loter’s hard work for Parks over the years.
2. **Roll Call** | Chair Hill, Bell, Johnson, Hiatt, Tiedens, Reed | In attendance
Fourez | Absent
3. **Approval of Minutes**
MOTION: A motion was made by Bell and seconded by Reed to approve the minutes
MOTION CARRIED UNANIMOUSLY
4. **Audience Items** | No discussion

10. Commission Report

Discussion by Parks Commission on potentially approving the use of the Sports Complex facilities in July for an outside group. Commission open to approving if group fills out paperwork and pays usage fees. Upon request from group, will be added to next Agenda for Consent

Request for Public Works to raise up the speed bumps at the Complex now that more gravel has been added

11. Next Meeting Date – June 1, 2015

12. Adjournment – 7:36 p.m.

Jenny Gibbons – Deputy City Clerk



February 26, 2015

The Polk City Development Corporation and the Polk City Chamber of Commerce have formed an executive committee to oversee the 2015 Four Seasons Festival. This committee will submit minutes to the City Finance Committee. The committee consists of:

John Calhoun, PCDC-Chair
Jason Morse-Mayor
Scott Borwig-Citizen
Rob Sarchet-Councilman

Planning participants include representatives from the Kiwanis, Legion, Sons of the Legion, City, and many other citizen volunteers.

The Committee would like to request the following from the City for the Festival:

1. Use of the Community Room parking lot on July 17 & 18
2. Use of the Community Room on July 17 & 18
3. Waiver of Noise Control Ordinance 52.1 for July 17 from 1:00 p.m. to 12:00 a.m. & July 18 from 7:00 a.m. to 12:00 a.m.
4. Waiver of the rental fee for the use of the Community Room
5. Use of the Town Square on July 16, 17 & 18 (The 16th is for set up)
6. A financial contribution of \$6,000
7. Closure of the following streets:
 - a. 3rd Street from Broadway to Wood Street on July 18
 - b. Van Dorn from 3rd to 4th street on July 18
 - c. 2nd Street from Broadway to Wood Street on July 16 to July 19
 - d. Van Dorn from 3rd Street to 1st street from July 17 to July 19
 - e. Broadway from 3rd to 1st Street from July 16 to July 19

- f. Designation of Handicapped Parking for the parking spots on 3rd street between police dept. alley & Broadway on the east & west side of the street on July 17 & 18.
- g. Designation of No Parking for the parking spots on 3rd street between Van Dorn & Broadway on the east side of the street on July 17. This will be used for "Unloading Only"

Exact timing of closures during these dates will be limited to an "as needed" basis during the festival. All efforts will be made to open streets back up in a timely manner. The committee will work with local businesses to soften the impact of requested street closures.

- **This request does not include a request for the parade route and the 5/8K Run. We are working with Chief Bowersox on those routes. That request will be submitted at a later date.**
- **Additional temporary closures may be needed. We will work with Chief Bowersox on these as needed.**

John Calhoun
Chair
Four Seasons Festival



To: Polk City Parks Board

From: Polk City Development Corporation

Re: Four Seasons Festival

Date: March 6, 2015

The Polk City Development Corporation and the Polk City Chamber of Commerce are requesting the following for the 2015 Four Seasons Festival:

1. Use of the Town Square on July 16-17-18, 2015-(the 16th is setup)

Respectfully,

John Calhoun
Director
Polk City Development Corporation

**Polk City Chamber of Commerce
City Council Request**

The Polk City Chamber of Commerce is requesting the following to accommodate the Central Iowa Little League State Softball Tournament being held in Polk City from July 10-17.

We are proposing that the Opening Ceremony for the tournament be held in the Polk City Square on July 10 from 6:00 p.m. to 9:00 p.m. Therefore, we are requesting the following:

- Use of the Polk City Square from 5:00 p.m. to 10:00 p.m. on July 10th
- Closure of the following streets on July 10 from 5:00 p.m. to 10:00 p.m.:
 - 3rd Street from Broadway to Wood Street
 - Van Dorn from 3rd to 4th street
 - 2nd Street from Broadway to Wood Street
 - Van Dorn from 3rd Street to 2nd street
 - Broadway from 3rd to 2nd Street
- Handicap parking designation on the east side of 3rd street between Van Dorn & Broadway
- Waiver of Noise Control Ordinance 52.1 for July 10 from 5:00 p.m. to 10:00 p.m.

Jennifer Ratcliff

From: Marla Wylie <mhopewylie@gmail.com>
Sent: Monday, April 27, 2015 8:04 PM
To: jratcliff@polkcity.org
Subject: Pony Express road block request

Road block in polk city. We would like to hold a roadblock on May 24. You had replied earlier that Sharon had retired. We are Tri County Pony Express.

Thanks for your consideration.

Marla Wylie
515-343-7480



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



May 4th, 2015

To: City Council
Cc: Mayor Morse, Gary Mahannah
From: Dan Gubbins, Fire Chief
Re: Fire Department Staff Update
Attached: department roster

- The department has received a resignation from part time EMT/Firefighter Brandon Simpson effective 5/1/2015. Resignation letter attached.

Thanks,

A handwritten signature in black ink that reads "Dan Gubbins".

Dan Gubbins
Fire Chief

I regret to inform you that I plan to resign my position at the Polk City Fire Department effective 5/1/2015. I have realized that I am unable to commit myself to the time necessary to be a quality member of the Polk City Fire Department. I thoroughly enjoyed my time with Polk City. The Polk City Fire Department is a first class organization. I want to thank you for the opportunity to work with your staff and I look forward to continuing a professional relationship with the Polk City Fire Department.

Respectfully Submitted,

Brandon Simpson

EMS Week Proclamation

To designate the Week of May 17-23, 2015, as Emergency Medical Services Week

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

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

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

WHEREAS, the emergency medical services system consists of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, educators, administrators and others; and

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

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

THEREFORE, I Jason Morse, Mayor of the City of Polk City, Iowa in recognition of this event do hereby proclaim the week of May 17-23, 2015, as

EMERGENCY MEDICAL SERVICES WEEK

With the theme, "EMS Strong" and I encourage the community to observe this week with appropriate programs, ceremonies and activities.

Jason Morse, Mayor

Polk City Fire Department - 2015 Call Response Statistics

Year To Date - As of 5/4/2015

Call Numbers by Call Type		
Fire Alarm	6	2.9%
Fire Assignment	31	14.9%
Investigation Assignment	3	1.4%
Medical Assignment	109	52.4%
Rescue Assignment	15	7.2%
COQ - Fire	1	0.5%
COQ - EMS	40	19.2%
Special Assignment	2	1.0%
Water/Ice Rescue	1	0.5%
Totals	208	

Call Numbers By Day		
Monday	33	15.9%
Tuesday	32	15.4%
Wednesday	33	15.9%
Thursday	19	9.1%
Friday	22	10.6%
Saturday	39	18.8%
Sunday	30	14.4%
Totals	208	

Call Numbers By ALS		
M1 - Dan G.	16	9.7%
M2 - JD. Stover	8	4.8%
M3 - Adam V.	11	6.7%
M4 - Jason B.	13	7.9%
M5 - Garrett F.	2	1.2%
M6 - Derek M.	7	4.2%
M7 - Chris R.	5	3.0%
M8 - Jason C.	6	3.6%
M9 - Craig V.	11	6.7%
M10 - Mike B.	14	8.5%
M11 - Mark D.	0	0.0%
M12 -	0	0.0%
Ankeny	0	0.0%
Other	0	0.0%
Totals	93	56.4%

Call Numbers By Time Frame		
05:00-07:00	9	4.3%
07:00-09:00	12	5.8%
09:00-11:00	20	9.6%
11:00-13:00	25	12.0%
13:00-15:00	26	12.5%
15:00-17:00	24	11.5%
17:00-19:00	28	13.5%
19:00-21:00	25	12.0%
21:00-23:00	16	7.7%
23:00-01:00	5	2.4%
01:00-03:00	7	3.4%
03:00-05:00	11	5.3%
Totals	208	

New Recruits		
Active New Recruits	7	19.4%

Active Members		
Active Members	41	

Call Numbers By Shift		
Mon-Fri Day (0600-1800)	90	43.3%
Mon-Fri Evening (1800-2200)	32	15.4%
Mon-Fri Night (2200-0600)	15	7.2%
Sat/Sun Day (0600-1800)	40	19.2%
Sat/Sun Evening (1800-2200)	19	9.1%
Sat/Sun Night (2200-0600)	12	5.8%

Call Numbers By Mutual Aid		
Ankeny Fire Department	52	
Granger Fire Department	5	
Grimes Fire Department	0	
Johnston Fire Department	1	
Madrid Fire Department	3	
Story County	1	
Other	1	
Totals	63	30.3%

Call Numbers By Automatic Aid		
Granger Fire Dept	17	
Ankeny Fire Dept	18	
Totals	35	16.8%

Call Numbers By Month		
January	45	21.6%
February	56	26.9%
March	57	27.4%
April	47	22.6%
May	3	1.4%
June	0	0.0%
July	0	0.0%
August	0	0.0%
September	0	0.0%
October	0	0.0%
November	0	0.0%
December	0	0.0%
Totals	208	

Call Numbers By Division		
Fire Division	43	20.7%
EMS Division	165	79.3%
Totals	208	

Transports By Hospital		
Blank Children's Hospital	6	7.1%
Boone County Hospital	0	0.0%
Broadlawns	1	1.2%
Dallas County Hospital	0	0.0%
Lutheran	3	3.6%
Mary Greeley	0	0.0%
Mercy Medical Center	43	51.2%
Mercy West Lakes	8	9.5%
Methodist	19	22.6%
Methodist West	3	3.6%
VA	1	1.2%
Totals	84	

Call Numbers by Response Area		
IN Polk City Response Area	129	62.0%
OUT of Polk City Response	79	38.0%
Totals	208	

Call Numbers by Apparatus		
Chief 4500	24	11.5%
Deputy Chief 4501	16	7.7%
Duty Officer 4506	35	16.8%
Attack 4520	42	20.2%
Engine 4530	19	9.1%
Tanker 4550	0	0.0%
Engine 4570	22	10.6%
Special Operations 4575	3	1.4%
Ambulance M2	53	25.5%
Ambulance M3	112	53.8%
Boat 4599	0	0.0%

Call Totals By Call Reason		
Abdominal Pain	6	2.9%
Allergic Reaction	2	1.0%
Altered LOC	1	0.5%
Animal Bite	0	0.0%
Apnea (Not Breathing)	0	0.0%
Arm Injury	0	0.0%
Assault	0	0.0%
Assistance	0	0.0%
Back Pain	1	0.5%
Bicycle Accident	0	0.0%
Burns	0	0.0%
Change of Quarters/Standby	40	19.2%
Chest Pain/Cardiac	12	5.8%
Choking	2	1.0%
Code 4 (possible death)	0	0.0%
Commercial Fire	10	4.8%
CPR in Progress	3	1.4%
Crash unknown Injuries	7	3.4%
Crash with Injuries	6	2.9%
Diabetic Problem	3	1.4%
Difficulty Breathing	19	9.1%
Dislocated Shoulder	0	0.0%
Fall	4	1.9%
Fire - Other	2	1.0%
Grass/Brush Fire	4	1.9%
Haz-mat Clean-up	0	0.0%
Head Injury	1	0.5%
Heat Problems	0	0.0%
Ice Rescue	1	0.5%
Illegal Burn	0	0.0%
Insect Bite	0	0.0%
Labor/Delivery	0	0.0%
Leg Injury	1	0.5%
Motorcycle Accident	0	0.0%
Natural Gas Odor	0	0.0%
Odor Investigation	0	0.0%
Medical - Other	3	1.4%
Overdose	3	1.4%
Psychiatric Problem	3	1.4%
Public Assist	6	2.9%
Residential Fire	18	8.7%

Call Totals By Call Reason		
Seizure	4	1.9%
Sick & Care	32	15.4%
Smoke Investigation	0	0.0%
Stroke/CVA	5	2.4%
Sucide Attempt	1	0.5%
Syncope/Passed Out	0	0.0%
Transport (Medical)	1	0.5%
Trauma	0	0.0%
Under the Influence	0	0.0%
Unknown Medical Problem	0	0.0%
Unresponsive	1	0.5%
Vehicle Fire	3	1.4%
Water Rescue	1	0.5%

0

Certifications By Staff		
EMR	1	2.4%
EMT	11	26.8%
Advanced EMT	33	80.5%
Paramedic	32	78.0%
Firefighter I	35	85.4%
Firefighter II	14	34.1%
Haz-mat Operations	11	26.8%
Engineer	4	9.8%
Fire Officer I	14	34.1%
Fire Officer II	1	2.4%
Fire/EMS Instructor	6	14.6%
Fire Instructor II	0	0.0%
BLS Instructor (CPR)	10	24.4%
Health Safety Officer	6	14.6%
Ice Rescue Specialist	0	0.0%

10

Staffing Summary		
Resident - Paid on Call	18	43.9%
Resident - POC/Part Time	8	19.5%
Non-Resident - POC	2	4.9%
Non-Resident - POC/Part Time	13	31.7%
Total Fire Department Staff	41	

April 2015 Summary

Total Calls for Month	46
Total Calls for Month Last Year	61
% Increase/Decrease For Month	-24.59%

Total Calls Occuring 6:00 AM - 6:00 PM Monday-Friday	17
% Of Calls Occuring 6:00 AM - 6:00 PM Monday-Friday	36.96%

Monthly Volunteer On Call Hours	1665
--	-------------

Total Calls Year To Date	208
Total Calls Last Year To Date	236
% Increase Year to Date	-11.86%

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 April

Year 2015

Total Water Pumped 9720380 Gallons
Monthly Daily Avg 324012 Gallons

Testing Results

- SDWA Bacteriological Coliform Analysis absent University Hygienic Lab.
Fecal Coliform Analysis- Sample incubated 35c for 48 hrs then examine for gas production. Gas production verifies presence of fecal coliform organisms.
- Fluoride Analysis .6 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 .76 mg/l Polk City Lab.
Fluoride in System- Monthly Average .71 mg/l Polk City Lab.
- Chlorine Free At Plant- Monthly Average 1.67 mg/l Polk City Lab.
Chlorine Total at plant- Monthly Average 2.99 mg/l Polk City Lab.
Chlorine Free in System- Monthly Average .90 mg/l Polk City Lab.
Chlorine Total in System- Monthly Average 1.10 mg/l Polk City Lab.
Chlorine requirement is the quantity of chlorine that must be added to H₂O to achieve complete disinfection of pathogens and protozoa. Chlorine residuals will vary widely depending on organic loading. We also use chlorine to oxidize iron prior to filtration.
- Iron Raw Water- Monthly Average 6.85 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 4th most abundant element respectively. Iron has no effect on human health; its main objection is aesthetics. Concentrations of Iron in finish H₂O should be between 0.03-0.06mg/l.
- Manganese Raw Water- Monthly Average .22 mg/l Polk City Lab.
Manganese Finish Water- Monthly Average .09 mg/l Polk City Lab.
Manganese System Water- Monthly Average .02 mg/l Polk City Lab.
Manganese also occurs in rocks and the earth's crust. It is the 7th most abundant element. Manganese is extremely difficult to remove. Concentrations of Manganese in finish H₂O should not exceed 0.05mg/l or black staining of plumbing fixtures may occur. No effect on human health.
- pH Raw Water Monthly Average 7.9 mg/l Polk City Lab.
pH Finish Water-Monthly Average 8.2 mg/l Polk City Lab.
pH System Water- Monthly Average 8.4 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 _____

ISSUE: APPROVAL OF NEW BUSINESS

VOTE: Consider approval of the New Business for the City of Polk City.

BACKGROUND:

1. Public Hearing on the Vacating the Public Right-of-Way on Davis Street at 6:30 pm.
2. Consider motion to approve 1st reading of Ordinance 2015-500 Vacating the Public Right-of-Way on Davis Street.
 - a. Consider motion to approve waiving the 2nd and 3rd reading.
3. Consider motion to approve Resolution 2015 – 30 Parker Townhomes II Easements.
4. Consider motion to approve the Public Water Main Construction Drawings for Parker Townhomes II Site Plan.
5. Consider a motion to approve Resolution 2015-31 to set the date of Public Hearing for Fiscal Year 2014/2015 Budget Amendment.
6. Consider motion to approval the Agreement between the North Polk Community School District with Administrative Offices for Summer Recreation Transportation.
7. Consider motion to approve the City of Polk City | IA to receive Request for Proposals (RFP) to preform agreed upon procedures to satisfy the annual examination requirements of section 11.6 of the Code of Iowa for the Fiscal Year 2014/2015 ending June 30, 2015.
8. Consider motion to approve the North Drive Street Repair in the amount of \$12,000. To remove old pavement, haul away, and replace concrete.
9. Consider motion to approve Resolution 2015-33 for Payment Application No. 1 for the Washington Ave & Booth Street Reconstruction Project in the amount of \$117,910.57

RECOMMENDATION:

Approve the new business items of May 11, 2015.

STAFF CONTACT:

Jennifer Ratcliff, jratcliff@polkcity.org;
(515) 984-6233.

ORDINANCE NO. 2015-500

AN ORDINANCE VACATING RIGHT OF WAY KNOWN AS LOT B IN PARKER TOWNHOMES

WHEREAS, on the 11 day of May 2015, pursuant to published notice as required by law, the City Council has held a public hearing on a proposal to vacate right of way legally described as follows:

LOT B, PARKER TOWNHOMES, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF POLK CITY, POLK COUNTY, IOWA; and

WHEREAS, the City Council of the City of Polk City, Iowa, has determined that it is in the best interests of the City to vacate said right of way.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Polk City, Iowa, as follows:

Section 1. The City of Polk City, Iowa, hereby vacates the following described right of way:

LOT B, PARKER TOWNHOMES, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF POLK CITY, POLK COUNTY, IOWA

Section 2. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 3. This Ordinance shall be in effect upon its passage, approval and publication as provided by law.

PASSED AND APPROVED this 11 day of May 2015.

Jason Morse, Mayor

ATTEST:

Jennifer Ratcliff, City Clerk

1st Reading: _____

2nd Reading: _____

3rd Reading: _____

Published Date: _____

RESOLUTION 2015-30

A RESOLUTION APPROVING THE EASEMENTS REFERRED TO IN THE SITE PLAN FOR PARKER
TOWN HOMES II

WHEREAS, Bruce Lefkow with 3100 LLC. Submitted a Site Plan for Parker Townhomes II located at 825 Parker Blvd.

WHEREAS, the Polk City Planning and Zoning Commission reviewed and approved the site plan for Parker Townhomes II on April 20, 2015, and;

WHEREAS, the City Council approved the Parker Townhomes II on April 27, 2015, and;

WHEREAS, the Site Plan includes a Buffer Easement, Detention Easement, and Water Mail Easement, and;

WHEREAS, the City Engineer has reviewed the Easements and recommends approval.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa hereby approves the following:

1. Acceptance of the Buffer Easement, Detention Easement, and Water Main Easement of Parker Townhomes II
2. Approval of the Site Plan for the Parker Townhomes II located at 825 Parker Blvd.

PASSED AND APPROVED the 11th day of May, 2015

Dave Dvorak, Mayor Pro-Tem

Attest:

Jennifer Ratcliff, City Clerk

RETURN TO:
City of Polk City
112 3rd Street

Polk City, Iowa 50226

PREPARED BY: Louis R. Hockenberg, Esq., Sullivan & Ward, P.C., 6601 Westown Parkway, Suite 200, West Des Moines, IA
50266-7733 (515)247-4702

PUBLIC WATER MAIN EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that 3100, L.L.C. (hereinafter called "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey unto the CITY OF POLK CITY, IOWA, a municipal corporation (hereinafter called "City"), a perpetual easement and right-of-way under, over, on, through, across and within the following described real estate:

See Exhibit "A" attached hereto and by this reference made a part hereof.

(hereinafter called "Easement Area"), for the purpose of the City constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining a public water main, together with all necessary structures and appurtenances thereto, under, over, on, through, across and within said Easement Area.

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

1. ERECTION AND PLACEMENT OF STRUCTURES, OBSTRUCTIONS, PLANTINGS OR MATERIALS PROHIBITED. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through across or within the Easement Area without obtaining the prior written consent of the City.

2. CHANGE OF GRADE PROHIBITED. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore

any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

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

4. MAINTENANCE. The City shall not be responsible for any maintenance of the land located within the Easement Area whatsoever and that responsibility shall remain with the Grantor, its grantees, assigns or transferees. The City may, however, perform such maintenance should it determine in its sole discretion such maintenance is needed.

5. PROPERTY TO BE RESTORED. The City shall restore the Easement Area after exercising its rights hereunder provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

6. LIABILITY. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

7. EASEMENT BENEFIT. This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

8. EASEMENT RUNS WITH LAND. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

9. CONSENT AND SUBORDINATION OF MORTGAGE HOLDER. By signing this Agreement, the undersigned lender, its successors and assigns consent to the terms of this Easement Agreement and hereby subordinate its interest in the Easement Area to the interest of the City and its successors and assigns.

10. APPROVAL BY CITY COUNCIL. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

Grantor does HEREBY COVENANT with the City that (i) Grantor holds said real estate described in this Easement by title in fee simple; (ii) that Grantor has good and lawful authority to convey the same; and (iii) said Grantor covenants to WARRANT AND DEFEND the said premises against the claims of all persons whosoever.

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

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

Signed this 6 day of May 2015.

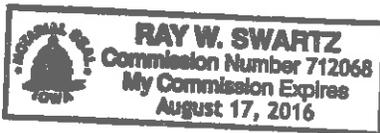
3100, L.L.C.

By [Signature]

Name: Bruce Lefkow, Manager

STATE OF IOWA)
)SS:
COUNTY OF DALLAS)

On this 6 day of May 2015, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Bruce Lefkow, to me personally known, who being by me duly sworn, did say that that person is Manager of said limited liability company, that no seal has been procured by the limited liability company and that said instrument was signed on behalf of the said limited liability company by authority of its managers and the said Bruce Lefkow acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the limited liability company by it voluntarily executed.



[Signature]
NOTARY PUBLIC IN AND FOR THE
STATE OF IOWA

Consented to by:

LUANA SAVINGS BANK

By *Ray W Swantz*

Name/Title: *Ray W Swantz Loan officer*

STATE OF IOWA)

)SS:

COUNTY OF *Polk*)

On this *16* day of *May* 2015, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared *Ray Swantz* and _____, to me personally known, who being by me duly sworn, did say that they are the *Loan officer* and _____, respectively, of the corporation executing the within and foregoing instrument to which this is attached, that (no seal has been procured by the) (the seal affixed thereto is the seal of the) corporation; that the instrument was signed (and sealed) on behalf of the corporation by authority of its Board of Directors; and that _____ and _____ as officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.



Dawn Fay
NOTARY PUBLIC IN AND FOR THE
STATE OF IOWA

ACCEPTANCE BY CITY

STATE OF IOWA)

)SS:

COUNTY OF POLK)

I, _____, City Clerk of the City of Polk City, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Polk City by Resolution No. _____, passed on the _____ day of _____, 20____, and this Certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2015.

CITY CLERK OF POLK CITY

EXHIBIT "A"

A part of Lots 19 and 20 of the O.P. of the North ½ of Section 2, Township 80 North, Range 25 West of the 5th P.M., lying between Roosevelt Street and Parker Boulevard, Except Lakeview Acres Plats 1 and Plat 2, more particularly Describes as follows:

Beginning at the Northwest corner of Lot B of Parker Townhomes, an Official Plat;
Thence North 04°24'29" West along the Easterly Right of Way of said Parker Boulevard,
a distance of 20.02 feet;
Thence South 89°07'41" East a distance of 406.04 feet;
Thence South 00°51'49" West a distance of 20.00 feet;
Thence North 89°07'09" West a distance of 404.20 feet to the POINT OF
BEGINNING, and containing 8,089 square feet, more or less.

RETURN TO:
City of Polk City
112 3rd Street

Polk City, Iowa 50226

PREPARED BY: Louis R. Hockenber, Esq., Sullivan & Ward, P.C., 6601 Westown Parkway, Suite 200, West Des Moines, IA
50266-7733 (515)247-4702

GRANT OF DETENTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that 3100, L.L.C. (hereinafter are called "Grantor"), for good and valuable consideration, the receipt and sufficiency of which hereby acknowledged, does hereby convey unto the CITY OF POLK CITY, IOWA, a municipal corporation (hereinafter called "City"), a perpetual easement and right-of-way under, over, on, through, across and within the following described real estate:

See Exhibit "A" attached hereto and by this reference made a part hereof.

(hereinafter called "Easement Area"), for the purpose of the City inspecting, if needed, removing any obstructions from a water detention basin, together with all necessary structures and appurtenances thereto, under, over, on, through, across and within said Easement Area.

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

1. ERECTION AND PLACEMENT OF STRUCTURES, OBSTRUCTIONS, PLANTINGS OR MATERIALS PROHIBITED. Grantor and its grantees, assigns and transferees are solely responsible for constructing, reconstructing, repairing, replacing, enlarging and maintaining the water detention basin and its structures and appurtenances within the Easement Area. Grantor shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through across or within the Easement Area without obtaining the prior written consent of the City.

2. CHANGE OF GRADE PROHIBITED. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area

without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

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

4. MAINTENANCE. The City shall not be responsible for any maintenance of the land located within the Easement Area whatsoever and that responsibility shall remain with the Grantor, its grantees, assigns or transferees including repairing the Easement Area due to erosion. The City may, however, perform such maintenance should it determine in its sole discretion such maintenance is needed.

5. PROPERTY TO BE RESTORED. The City shall restore the Easement Area after exercising its rights hereunder provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

6. LIABILITY. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

7. EASEMENT BENEFIT. This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

8. EASEMENT RUNS WITH LAND. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

9. CONSENT AND SUBORDINATION OF MORTGAGE HOLDER. By signing this Agreement, the undersigned lender, its successors and assigns consent to the terms of this Easement Agreement and hereby subordinate its interest in the Easement Area to the interest of the City and its successors and assigns.

10. APPROVAL BY CITY COUNCIL. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

Grantor does HEREBY COVENANT with the City that (i) Grantor owns the real estate described in this Easement, including the Easement Area, by title in fee simple; (ii) that Grantor has good and lawful authority to convey the same; and (iii) said Grantor covenants to WARRANT AND DEFEND the said premises against the claims of all persons whosoever.

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

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

Signed this 6 day of May 2015.

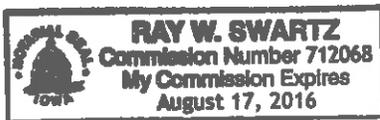
3100, L.L.C.

By Bruce Lefkow

Name: Bruce Lefkow, Manager

STATE OF IOWA)
)SS:
COUNTY OF DALLAS)

On this 6 day of May 2015, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Bruce Lefkow, to me personally known, who being by me duly sworn, did say that that person is Manager of said limited liability company, that no seal has been procured by the limited liability company and that said instrument was signed on behalf of the said limited liability company by authority of its managers and the said Bruce Lefkow acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the limited liability company by it voluntarily executed.



Ray W. Swartz
NOTARY PUBLIC IN AND FOR THE
STATE OF IOWA

Consented to by:

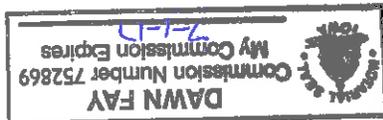
LUANA SAVINGS BANK

By Ray Swartz

Name/Title: Ray Swartz / Loan officer

STATE OF IOWA)
)SS:
COUNTY OF Polk)

On this 6 day of May, 2015, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ray Swartz and _____, to me personally known, who being by me duly sworn, did say that they are the loan officer and _____, respectively, of the corporation executing the within and foregoing instrument to which this is attached, that (no seal has been procured by the) (the seal affixed thereto is the seal of the) corporation; that the instrument was signed (and sealed) on behalf of the corporation by authority of its Board of Directors; and that _____ and _____ as officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.



Dawn Fay
NOTARY PUBLIC IN AND FOR THE
STATE OF IOWA

ACCEPTANCE BY CITY

STATE OF IOWA)
)SS:
COUNTY OF POLK)

I, _____, City Clerk of the City of Polk City, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Polk City by Resolution No. _____, passed on the _____ day of _____, 20____, and this Certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2015.

CITY CLERK OF POLK CITY

EXHIBIT "A"

A part of Lot 1 of Parker Townhomes, an Official Plat, all being in and forming a part of the City of Polk City, Polk County, IA, more particularly described as follows:

Beginning at the Northwest corner of said Lot 1,
Thence South 89°07'55" East along the North line of said Lot 1, a distance of 225.00 feet;
Thence South 00°52'42" West a distance of 35.00 feet;
Thence North 89°07'18" West a distance of 125.00 feet;
Thence South 00°52'42" West a distance of 10.00 feet;
Thence North 89°07'18" West a distance of 95.77 feet to a point on the West line of said Lot 1;
Thence North 04°29'30" West along the West line of said Lot 1, a distance of 45.16 feet to the POINT OF BEGINNING, and containing 8,776 square feet, more or less.

RETURN TO:

City of Polk City

112 3rd Street

Polk City, Iowa 50226

PREPARED BY: Louis R. Hockenberger, Esq., Sullivan & Ward, P.C., 6601 Westown Parkway, Suite 200, West Des Moines, IA 50266-7733 (515)247-4702

GRANT OF BUFFER EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that 3100, L.L.C. (hereinafter called "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey unto the CITY OF POLK CITY, IOWA, a municipal corporation (hereinafter called "City"), a perpetual easement and right-of-way under, over, on, through, across and within the following described real estate:

See Exhibit "A" attached hereto and by this reference made a part hereof.

(hereinafter called "Easement Area"), for the purpose of the City creating a buffer screen to and from adjacent property.

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

1. ERECTION AND PLACEMENT OF STRUCTURES, OBSTRUCTIONS, PLANTINGS OR MATERIALS PROHIBITED. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.

2. CHANGE OF GRADE PROHIBITED. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

3. RIGHT OF ACCESS. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of

the Easement area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. MAINTENANCE. The City shall not be responsible for any maintenance of the land located within the Easement Area whatsoever and that responsibility shall remain with the Grantor, its grantees, assigns or transferees. The City may, however, perform such maintenance should it determine in its sole discretion such maintenance is needed. The Grantor shall maintain and replace trees within the Easement Area as necessary and in compliance with the site plan for Parker Townhouses II.

5. PROPERTY TO BE RESTORED. The City shall restore the Easement Area after exercising its rights hereunder provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

6. LIABILITY. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

7. EASEMENT BENEFIT. This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

8. EASEMENT RUNS WITH LAND. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

9. CONSENT AND SUBORDINATION OF MORTGAGE HOLDER. By signing this Agreement, the undersigned lender, its successors and assigns consent to the terms of this Easement Agreement and hereby subordinate its interest in the Easement Area to the interest of the City and its successors and assigns.

10. APPROVAL BY CITY COUNCIL. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

Grantor does HEREBY COVENANT with the City that (i) Grantor holds said real estate described in this Easement by title in fee simple; (ii) that Grantor has good and lawful authority

to convey the same; and (iii) said Grantor covenants to WARRANT AND DEFEND the said premises against the claims of all persons whosoever.

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

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

Signed this 6 day of May 2015.

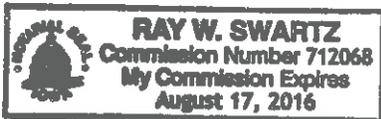
3100, L.L.C.

By *Bruce Lefkow*

Name: Bruce Lefkow, Manager

STATE OF IOWA)
)SS:
COUNTY OF DALLAS)

On this 6 day of May 2015, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Bruce Lefkow, to me personally known, who being by me duly sworn, did say that that person is Manager of said limited liability company, that no seal has been procured by the limited liability company and that said instrument was signed on behalf of the said limited liability company by authority of its managers and the said Bruce Lefkow acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the limited liability company by it voluntarily executed.



Ray W. Swartz
NOTARY PUBLIC IN AND FOR THE
STATE OF IOWA

Consented to by:

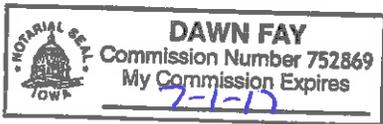
LUANA SAVINGS BANK

By *[Signature]*

Name/Title: Ray Swartz Loan officer

STATE OF IOWA)
)SS:
COUNTY OF Polk)

On this 6 day of May 2015, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ray Swartz and _____, to me personally known, who being by me duly sworn, did say that they are the Loan officer and _____, respectively, of the corporation executing the within and foregoing instrument to which this is attached, that (no seal has been procured by the) (the seal affixed thereto is the seal of the) corporation; that the instrument was signed (and sealed) on behalf of the corporation by authority of its Board of Directors; and that _____ and _____ as officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.



Dawn Fay
NOTARY PUBLIC IN AND FOR THE
STATE OF IOWA

ACCEPTANCE BY CITY

STATE OF IOWA)
)SS:
COUNTY OF POLK)

I, _____, City Clerk of the City of Polk City, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Polk City by Resolution No. _____, passed on the _____ day of _____, 20____, and this Certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2015.

CITY CLERK OF POLK CITY

EXHIBIT "A"

A part of Lots 19 and 20 of the O.P. of the North ½ of Section 2, Township 80 North, Range 25 West of the 5th P.M., lying between Roosevelt Street and Parker Boulevard, Except Lakeview Acres Plats 1 and Plat 2, more particularly Describes as follows:

Beginning at the Southwest corner of Lot 35 of said Lakeview Acres Plat 2,
Thence North 89°38'09" East along the South line of said Lakeview Acres Plat 2,
a distance of 181.97 feet;
Thence South 79°01'57" East along the South line of said Lakeview Acres Plat 2,
a distance of 59.76 feet to the Southeast corner of Lot 37 of said Lakeview Acres Plat 2, said point also
being the Southwest corner of Lot 16 of said Lakeview Acres Plat 1;
Thence South 69°51'07" East along the Southerly line of said Lakeview Acres Plat 1,
a distance of 344.23 feet;
Thence South 89°51'07" East along the Southerly line of said Lakeview Acres Plat 1,
a distance of 46.12 feet to the Northwest corner of Lot 22 of said Lakeview Acres Plat 1;
Thence South 00°03'07" West along the Westerly line of said Lakeview Acres Plat 1,
a distance of 154.67 feet;
Thence South 70°25'37" East a distance of 18.27 feet;
Thence North 89°07'41" West a distance of 364.13 feet;
Thence North 00°52'19" East a distance of 20.00 feet;
Thence South 89°07'41" East a distance of 326.62 feet;
Thence North 00°03'07" East a distance of 120.27 feet;
Thence North 89°51'07" West a distance of 29.68 feet;
Thence North 69°51'07" West a distance of 347.76 feet;
Thence North 79°18'06" West a distance of 54.58 feet;
Thence South 89°38'09" West a distance of 179.99 feet;
Thence North 00°21'51" West a distance of 20.00 feet to the POINT OF BEGINNING,
and containing 22,027 square feet, more or less.



May 7, 2015

Honorable Mayor and City Council
City of Polk City
112 S. Third Street
Polk City, Iowa 50226

RE: PARKER TOWNHOMES II
APPROVAL OF CONSTRUCTION DRAWINGS FOR PUBLIC WATER MAIN

Dear Honorable Mayor and City Council:

On behalf of Bruce Lefkow and Castle Properties, Pelds Engineering has submitted the construction drawings for the public water main in Parker Townhomes II. At the time the Drake property is developed, this water main will be extended such that it connects to the existing water main near the Roosevelt/Davis intersection.

The developer understands that construction of this public improvement requires construction observation by the City Engineer and that his contractor shall provide a 4-year maintenance bond prior to Council acceptance of this public improvement. In addition, it is the developer's responsibility to obtain approval of the Iowa DNR permit application for water main as well as the NPDES Storm Water Discharge permit related to this project.

This construction drawing appears to be in conformance to SUDAS and the approved Site Plan. We therefore recommend approval of the construction drawing for Parker Townhomes II public water main.

Respectfully submitted;

SNYDER & ASSOCIATES, INC.


Kathleen Connor

CC: Gary Mahannah, City Administrator
Mike Schulte, Public Works Director
Bruce Lefkow, Castle Properties
Wally Pelds, Pelds Engineering

RESOLUTION 2015-32

A RESOLUTION AMENDING THE CITY BUDGET AND CERTIFYING SAID AMENDMENT FOR
FISCAL YEAR END JUNE 30, 2015.

WHEREAS, the City Council of the City of Polk City, Iowa, and City Staff have prepared an amendment to the 2015-2015 City Budget,

WHEREAS, it is necessary to hold a public hearing to review and approve an amendment to the budget,

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Polk City, Iowa, hereby orders a public hearing and notice thereof to be held on May 26, 2015, at 6:30 pm in the City Hall Council Chambers, Polk City, Iowa on amendment to the 2014-2015 City Budget.

PASSED AND APPROVED this 11th day of May, 2015.

David Dvorak, Mayor Pro-Tem

ATTEST:

Jennifer Ratcliff, City Clerk

**NOTICE OF PUBLIC HEARING
AMENDMENT OF CURRENT CITY BUDGET**

Form 653.C1

The City Council of Polk City in POLK County, Iowa

will meet at Polk City City Hall

at 6:30 pm on 05/26/2015

, for the purpose of amending the current budget of the city for the fiscal year ending June 30, 2015

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

	Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources			
Taxes Levied on Property 1	942,763	0	942,763
Less: Uncollected Property Taxes-Levy Year 2			0
Net Current Property Taxes 3	942,763	0	942,763
Delinquent Property Taxes 4	0	0	0
TIF Revenues 5	322,500	0	322,500
Other City Taxes 6	2,419,827	0	2,419,827
Licenses & Permits 7	152,675	0	152,675
Use of Money and Property 8	111,000	0	111,000
Intergovernmental 9	395,621	0	395,621
Charges for Services 10	1,483,800	0	1,483,800
Special Assessments 11	10,300	0	10,300
Miscellaneous 12	349,200	0	349,200
Other Financing Sources 13	3,213,120	0	3,213,120
Total Revenues and Other Sources 14	9,400,806	0	9,400,806
Expenditures & Other Financing Uses			
Public Safety 15	1,502,957	0	1,502,957
Public Works 16	539,211	0	539,211
Health and Social Services 17	5,000	0	5,000
Culture and Recreation 18	475,896	0	475,896
Community and Economic Development 19	387,500	0	387,500
General Government 20	803,772	0	803,772
Debt Service 21	21,000	129,045	150,045
Capital Projects 22	1,738,293	0	1,738,293
Total Government Activities Expenditures 23	5,473,629	129,045	5,602,674
Business Type / Enterprises 24	2,980,571	40,000	3,020,571
Total Gov Activities & Business Expenditures 25	8,454,200	169,045	8,623,245
Transfers Out 26	1,690,000	0	1,690,000
Total Expenditures/Transfers Out 27	10,144,200	169,045	10,313,245
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year 28	-743,394	-169,045	-912,439
Beginning Fund Balance July 1 29	3,038,849		3,038,849
Ending Fund Balance June 30 30	2,295,455	-169,045	2,126,410

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

Sanitary sewer seals in low lying areas and debt service payment

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

Lindsey M. Huber
City Clerk/ Finance Officer Name

RESOLUTION NO. 2015-32

A RESOLUTION REGARDING A PROPOSED TAX INCREMENT FINANCING AGREEMENT AND MINIMUM ASSESSMENT AGREEMENT WITH POLK CITY BRIDGE POINTE LLC, DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ENTER INTO SAID AGREEMENTS AND CALLING A PUBLIC HEARING ON THE PROPOSAL

WHEREAS, the City of Polk City is an Iowa municipality ("City") authorized and empowered by the Iowa Code to enter into agreements concerning the city division and reallocation of property taxes; and

WHEREAS, the City has determined that it is necessary and advisable that the City should enter into an agreement with Bridge Pointe, LLC, ("Developer") for the purpose of providing funds for paying a portion of the costs of improvements to be made to certain property within an urban renewal area of the City (the "Project"); and

WHEREAS, before the City may enter into said agreement, it is necessary to conduct a public hearing on the proposal.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY AS FOLLOWS:

Section 1. A public hearing shall be conducted by the City Council of Polk City on May 26, 2015, at 6:30 o'clock p.m. at the City Hall, 112 3rd Street, Polk City, Iowa on the proposal to enter into a Tax Increment Financing Agreement and Minimum Assessment Agreement with the Developer for the purpose of financing the costs of the Project, and all persons who appear at said hearing shall be given an opportunity to express their views for or against the proposal; and following said hearing, the City Council shall adopt a Resolution determining whether or not to enter into said Agreements.

Section 2. The City Clerk is hereby directed to publish one time, not less than 4 nor more than 20 days prior to the date fixed for said hearing, in a legal newspaper published and having a general circulation within the jurisdiction of the City, a Notice in substantially the form as attached as Exhibit "A".

Section 3. That all resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed.

PASSED AND APPROVED this 11th day of May, 2015.

David Dvoark, Mayor Pro-Tem

ATTEST:

Jennifer Ratcliff, City Clerk

EXHIBIT "A"

NOTICE OF PUBLIC HEARING ON PROPOSAL TO ENTER INTO A TAX
INCREMENT FINANCING AGREEMENT AND MINIMUM ASSESSMENT
AGREEMENT WITH POLK CITY COMMERCIAL CENTER, LLC

Notice is hereby given that a public hearing will be conducted on behalf of the City Council of the City of Polk City, Iowa at the City Hall, 112 3rd Street, Polk City, Iowa, at 6:30 o'clock p.m. on May 26, 2015, on the proposal of providing funds for paying a portion of the costs of the improvements to be made to certain property within an urban renewal area of the City by entering into a Tax Increment Financing Agreement and Minimum Assessment Agreement with the Developer.

All citizens who appear at the hearing shall be given an opportunity to express their views for or against the proposal, and at the hearing, or any adjournment thereof, the City Council of the City of Polk City, Iowa shall adopt a resolution determining whether or not to proceed with the proposal.

Jason Morse, Mayor

ATTEST:

Jennifer Ratcliff, City Clerk

AGREEMENT

This Agreement is entered into by and between the North Polk Community School District with administrative offices located in Alleman, Polk County, Iowa (hereafter "North Polk") and the City of Polk City with administrative offices located in Polk City, Polk County, Iowa (hereafter "Polk City").

WITNESSETH:

WHEREAS, pursuant to Iowa Code Section 285.10(9), school districts may furnish school buses and services of qualified drivers to an organization of, or sponsoring activities for, other persons and groups in this state;

WHEREAS, North Polk has within its employment bus drivers who are approved by North Polk and who possess an appropriate driver's license and a school bus driver's authorization; and

WHEREAS, Polk City desires to utilize the North Polk bus drivers and North Polk school buses pursuant to the terms of this Agreement for the Polk City Summer Parks and Rec Program;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

Section 1. Purpose. The purpose of this Agreement is to provide a means by which the parties hereto may jointly and cooperative proceed under the provisions of Iowa Code Section 285.10(9), for North Polk to share with Polk City the services of bus drivers employed by North Polk, who are approved by North Polk and who possess an appropriate driver's license and a school bus driver's authorization, and schools buses owned by North Polk, at times when they are not needed for transportation of North Polk students, for use in the Polk City Summer Parks and Rec Program.

Section 2. Duration. This Agreement shall become effective upon approval and execution by the parties, and shall remain in effect until expiration of its term or until it is terminated as herein provided.

Section 3. Administration. It is agreed that North Polk shall be the employer of said bus drivers and owner of the school buses furnished by North Polk under this Agreement for purposes of this Agreement and for purposes of compliance with all federal and state laws relating to employment. As employer, North Polk shall pay the wages and benefits due the bus drivers in accordance with North Polk's personnel policies and contracts. It is agreed that the bus drivers furnished under this Agreement will at all times be governed by the personnel policies of North Polk.

insurance policy as an additional insured.

North Polk and Polk City shall each carry Public Officials' Errors & Omissions Liability coverage. Such insurance coverage shall have limits of not less than \$1,000,000 each claim.

All required insurance shall be obtained from issuers of recognized responsibility licensed to do business in the State of Iowa. Each party shall be furnished with a certificate of insurance required under this Agreement upon request. The parties expressly agree and state that the maintenance of any policy of liability insurance pursuant to this Agreement does not waive any of the defenses of governmental immunity that may be available to either or both of the parties under Iowa Code Chapter 670, and such insurance policies will be endorsed accordingly.

Section 8. Indemnification. To the extent permitted by law, each party will indemnify and hold harmless the other party, including such other party's directors, officers, employees, and agents, from and against claims, liabilities, damages, losses, costs, and expenses, including reasonable attorneys' fees, to the extent arising out of the negligence or breach of this Agreement by the indemnifying party in connection with this Agreement. The obligations in this section shall survive termination of this Agreement with respect to injury or damage occurring prior to such termination.

Section 9. Term. The term of this Agreement shall be for the period beginning June 1, 2015 and ending August 10, 2015. This Agreement may be renewed annually, for one summer term, upon mutual agreement of the parties. Renewal must be agreed upon by the parties in writing no later than May 1 of each year with a "not to exceed" figure established on a per mile basis by March 15 of the year renewed.

Section 10. Termination. The parties may mutually agree to terminate this Agreement at any time. Either party may also terminate this Agreement immediately upon written notice to the other party in the event of a material breach of this Agreement by such other party.

Section 11. Compliance with Law. The parties agree to comply with all federal, state, and local laws and regulations which are applicable to the performance of this Agreement, including, but not limited, Iowa Code Section 285.10(9) and 281 Iowa Administrative Code 43.10(5).

Section 12. Status of the Parties. It is expressly understood and agreed by the parties that nothing contained in this Agreement shall be construed to create a partnership, association, or other affiliation or like relationship between the parties, it being specifically agreed that their relation is and shall remain that of independent parties to a cooperative contractual relationship. In no event shall either party be liable for the debts or obligations of the other party.

Section 13. Entire Agreement. This Agreement supersedes all previous agreements, arrangements, and understandings, and constitutes the entire agreement between the parties. No amendments to this Agreement shall be valid unless agreed to in writing by the parties. In case

Activity	Date	Attendance	Hours	North Polk Cost (\$5.46/mile)	Durham Bus Cost (\$70/hour)	Windstar Lines Cost (\$5.10/bus/day)	Best Cost
Summer Rec (2 busses):							
Ledges State Park	6/18	46	5	\$502.32	\$700.00	\$1,020.00	\$502.32
Climb Iowa	6/25	22	5	\$240.24	\$700.00	\$1,020.00	\$240.24
Sky Zone	6/25	18	5	\$196.56	\$700.00	\$1,020.00	\$196.56
Climb Iowa	7/2	22	5	\$240.24	\$700.00	\$1,020.00	\$240.24
Sky Zone	7/2	18	5	\$196.56	\$700.00	\$1,020.00	\$196.56
Raccoon River Park	7/7	42	5	\$458.64	\$700.00	\$1,020.00	\$458.64
Camp Dodge- LRC	7/14	20	5	\$218.40	\$700.00	\$1,020.00	\$218.40
West Grand Golf course	7/14	40	5	\$436.80	\$700.00	\$1,020.00	\$436.80
Arlanes	7/16	40	5	\$436.80	\$700.00	\$1,020.00	\$436.80
Meals from the Heartland	7/21	42	5	\$458.64	\$700.00	\$1,020.00	\$458.64
Polk City Library	7/21	Walking		N/A	N/A	N/A	N/A
(Sorting donations for VA)				N/A	N/A	N/A	N/A
Polk County Fair	7/23	40	5	\$436.80	\$700.00	\$1,020.00	\$436.80
Walker Johnston Park	7/28	18	5	\$196.56	\$700.00	\$1,020.00	\$196.56
Ames Aquatic Center	6/17	60	5	\$655.20	\$700.00	\$1,020.00	\$655.20
Nevada Aquatic Center	6/24	64	5	\$698.88	\$700.00	\$1,020.00	\$698.88
Ankeny Aquatic Center	7/1	16	5	\$174.72	\$700.00	\$1,020.00	\$174.72
Ames Aquatic Center	7/8	60	5	\$655.20	\$700.00	\$1,020.00	\$655.20
Nevada Aquatic Center	7/15	64	5	\$698.88	\$700.00	\$1,020.00	\$698.88
Ankeny Aquatic Center	7/22	16	5	\$174.72	\$700.00	\$1,020.00	\$174.72
Ames Aquatic Center	7/29	60	5	\$655.20	\$700.00	\$1,020.00	\$655.20
Swim Lessons (1 bus):				N/A	N/A	N/A	N/A
	6/1-6/11	810	4	\$4,422.60	\$3,080.00	\$5,610.00	\$3,080.00
Totals:				\$12,153.96	\$16,380.00	\$24,990.00	\$10,811.36

Date: May 11, 2015

City of Polk City

REQUEST FOR PROPOSALS (RFP)

The City of Polk City, Iowa will receive proposals to perform agreed upon procedures to satisfy the annual examination requirements of Section 11.6 of the Code of Iowa for the FY 14/15 year ending June 30, 2015.

The City of Polk City located in the northwest portion of Polk County has been experiencing rapid growth in the past ten years, with the population at about 4300.

The following is information relating to minimum specifications of services, data to be included in the proposal, evaluation criteria and selected information relating to the City to be examined.

Sealed proposals (8 copies) will be accepted until 4:00 p.m., June 1, 2015, at City Hall in Polk City, Iowa. If mailed, the proposals should be mailed to:

Lindsey Huber, Finance Officer

City of Polk City

P.O. Box 426, 112 Third Street

Polk City, Iowa 50226

Those submitting sealed proposals should indicate on the outside of the envelope in the lower left-hand corner that it is a sealed proposal for the RFP and the name of the firm submitting the proposal.

The contract for services will be awarded on June 8th, 2015.

Further information may be obtained from Lindsey Huber at 515-984-6233

I. SPECIFIC REQUIREMENTS

1. The City reserves the right to reject any and all proposals received.
2. Only proposals received at the location described and in the time frame given will be considered.
3. The original and one copy of the enclosed contract should be completed and manually signed by a partner of the firm submitting the proposal.
4. The annual examination agreed upon procedures (AUP) engagement shall be performed in accordance with the following:

- a) Attestation Standards for agreed upon procedures engagements issued by the American Institute of Certified Public Accountants,
 - b) The Standards for Attestation Engagements contained in Government Auditing Standards issued by the Comptroller General of the United States and
 - c) The agreed upon procedures program guide prepared by the Office of Auditor of State (AOS).
 - d) Other procedures, if any, requested by the City.
5. The fees quoted in the proposal and included in the contract will be the maximum paid per hour and in total, unless an amendment to the contract is completed by both parties.
 6. The AUP engagement report should conform to:
 - a) Reporting formats specified by the AOS,
 - b) Attestation Standards reporting requirements and
 - c) Government Auditing Standards reporting requirements.
 7. The AUP engagement report should report all findings from the AUP engagement since materiality does not apply to the findings to be reported in accordance with, and as described in, Attestation Standards, AT 201.25.
 8. Bound copies of the report, in a quantity sufficient to meet the needs of the City, are required to be provided by the firm awarded the contract. In addition, the firm awarded the contract shall prepare an electronic (PDF) copy of the report for submission to the AOS at submitreports@auditor.state.ia.us.
 9. Two bound copies of the report, a detailed per diem AUP engagement invoice and a copy of the news release shall be provided to AOS upon release of the report to the City.
 10. Working papers shall be retained by the firm performing the AUP engagement and shall be made available to the AOS in accordance with Chapter 11 of the Code of Iowa.

II. DATA TO BE INCLUDED IN PROPOSAL

In order to simplify the review process and to obtain the maximum degree of comparability, the proposal should include the following items and be organized in the manner specified below.

A. Letter of Transmittal

A letter of transmittal will be included briefly outlining the proposer's understanding of the work and general information regarding the firm and individuals to be involved, including the local address of the office of the firm which will perform the work, the telephone number and the name of the contact person.

B. Profile of Firm Proposing

1. Provide a brief description of the size of the firm.
2. State whether the firm is in compliance with the registration requirements to engage in the practice of public accounting within Iowa.
3. State whether the firm is independent of the City in accordance with Government Auditing Standards.
4. Describe the local office from which the work will be performed.
 - a. Location of the office.
 - b. Current size of the office.
 - c. Size of professional staff by level, such as partner, manager, supervisor, senior and other professional staff.
 - d. Number of CPA's in the office.
5. Submit any other pertinent information required to describe the office which will perform the work.

C. Qualifications

1. Describe the recent local office experience in similar types of City or governmental engagements to which the proposal relates. If appropriate, include regional experience regarding similar types of entities and/or engagements.
2. Include brief resumes of all key professional members who will be assigned to the AUP engagement. The resumes should include:
 - a. The amount of experience the individual has in the profession.
 - b. A summary of similar governmental audits and/or AUP engagements on which the individual has worked.
 - c. A summary of the continuing professional education the individual has had in governmental accounting and auditing during the last two years.
 - d. A statement as to whether the individual is independent, as defined by Government Auditing Standards.
3. Describe the firm's policy on notification of changes in key personnel to be assigned to the engagement.
4. Provide a listing of or the number of professionals in the office who are experienced in governmental audits and/or AUP engagements.
5. Describe the availability of individuals within the firm who are primarily involved in governmental audits and/or AUP engagements and reporting and with whom the AUP engagement team may consult.
6. Describe briefly the firm's system of quality control to ensure the AUP engagement is adequately performed.

D. Scope of Services and Proposed Project Schedule

Briefly describe your understanding of the scope of services to be provided. Indicate a proposed time schedule for completing the work (including dates and times at City Hall), assuming the contract will be issued on June 8, 2015. Include the approximate dates you would perform fieldwork, office review and report preparation and the latest delivery date of the final report.

E. Fees and Compensation

Provide the following information:

1. Estimated total hours.
2. Estimated out-of-pocket expenses.
3. Hourly rate by staff classification.
4. All-inclusive maximum fee and out-of-pocket expenses, which will not be exceeded.
5. Frequency and timing of your billing process.

Possible Firms

Denman & Company, LLP
1601 22nd Street, #400
West Des Moines, IA 50266

Shaul & Desmond, PLLC
2700 Westown Pkwy #220
West Des Moines, IA 50266

Brooks Lodden, PC
1441 29th Street, #305
West Des Moines, IA 50266

Lincicum & Albertson, LLC
2625 N Ankeny Blvd
Ankeny, IA 50023

Office of Auditor of State
Room 111
State Capitol Building
Des Moines, IA 50319

Memo

Date: 4/23/2015

To: Mayor, Council and Administrator

From: Mike Schulte

R.E. North Drive Street Repair

At the very end of North Drive four panels of street are in bad shape and in need of replacement. The four panels, as you can see from the attached picture, have settled cracked and separated. This repair was low on our list to repair because it was at a dead end and didn't affect any homeowner. The situation has changed and the house that was built at the end of North Drive needs to connect to the street with their driveway and can't because of the street settlement. The homeowner was given a one year waiver to pave the driveway because they filled in a ditch under the driveway and wanted it to settle before paving it. Now that waiver is up and we found this situation.

Further, the road panels have settled below the storm drain which causes water to stand in the roadway. This repair will fix that problem.

The cost of the repair will be \$12,000. The contractor will remove the old pavement, haul it away, and replace the concrete.

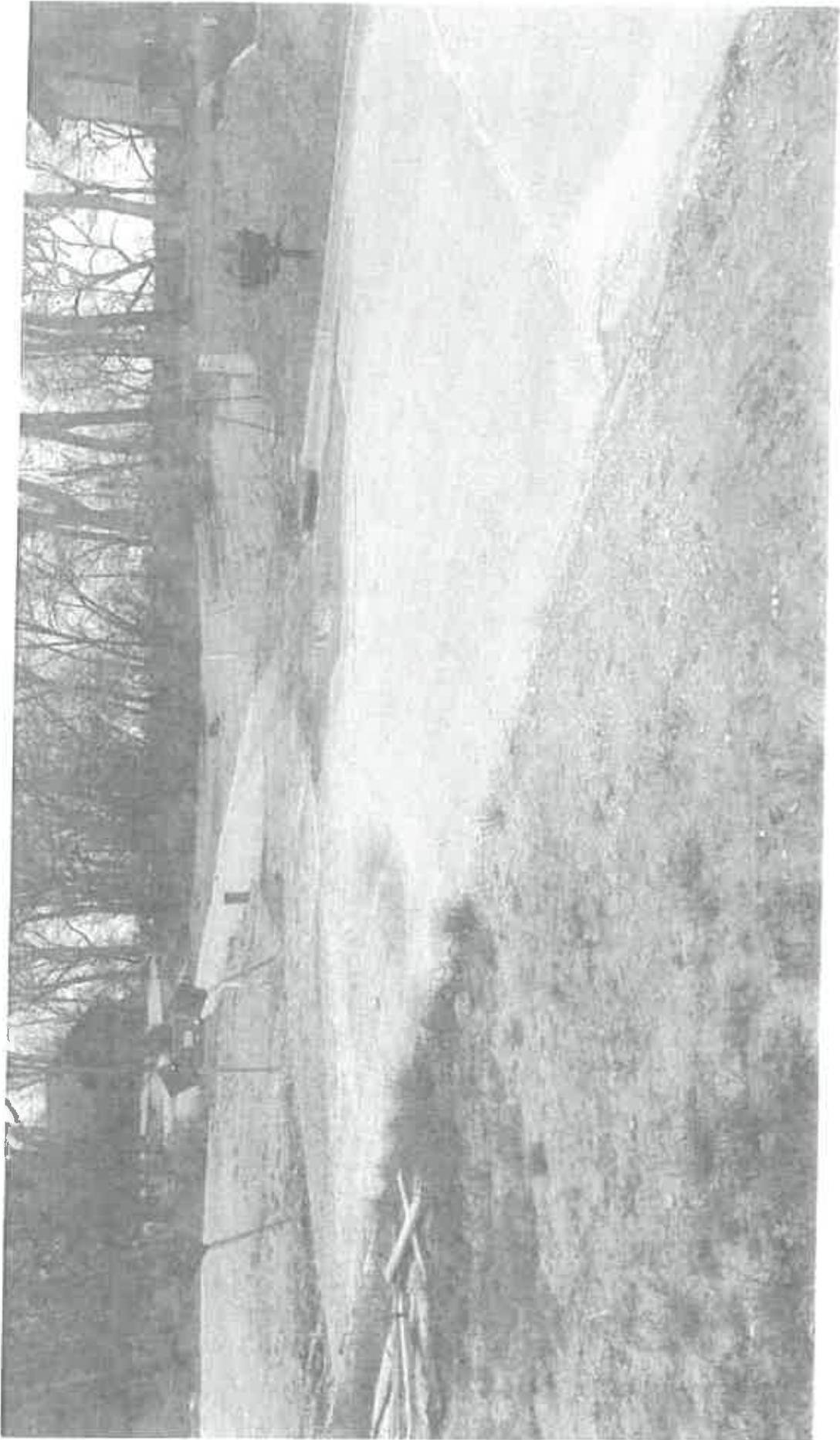
In my opinion we need to make this repair so we don't hold up the home owners from completing their project. The funds would come from the Road Use Budget for repairs.

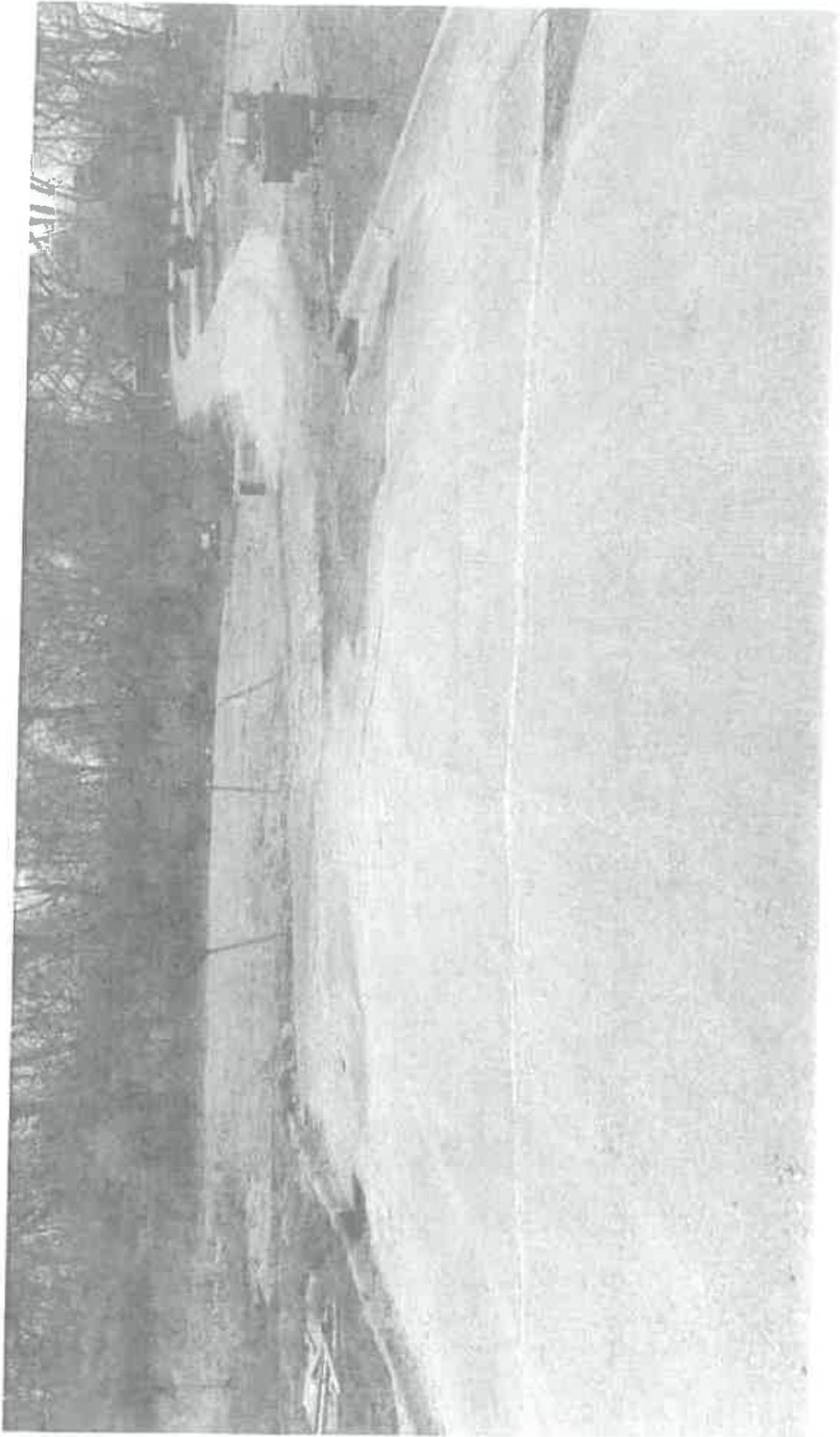
I would recommend to council that we approve the quote from Caligiuri Concrete in the amount of \$12,000 to complete the North Drive street repairs.

Thanks!

Mike













Resolution No. 2015-33

A RESOLUTION APPROVING PARTIAL PAY APPLICATION #1 FOR THE WASHINGTON AVENUE &
BOOTH STREET RECONSTRUCTION PROJECT

WHEREAS, the City Council of the City of Polk City, Iowa has approved construction for the Washington Avenue & Booth Street Reconstruction Project; and,

WHEREAS, the City Council has awarded the contract to Synergy Contracting, LLC, 1120 2nd Street NE, Bondurant, IA 50035

WHEREAS, the City Council approved the Washington Avenue & Booth Street Reconstruction Project in the amount of \$117,910.57.

WHEREAS, the City Engineer has submitted an approved partial payment application for payment giving a detailed estimate of work to be completed by contractor between April 20, 2015, and April 30, 2015. The completed work included water main, five hydrants and storm sewer pipe installation, some pavement removal and topsoil stripping.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Polk City, Iowa, that the Partial Payment Application #1 be approved and the Finance officer is hereby authorized to issue a check to Synergy Contracting, LLC, in the amount of \$117,910.57.

PASSED AND APPROVED the 11th day of May, 2015

David Dvorak, Mayor Pro-Tem

ATTEST:

Jennifer Ratcliff, City Clerk



May 5, 2015

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

RE: PARTIAL PAYMENT APPLICATION NO. 1
WASHINGTON AVENUE & BOOTH STREET RECONSTRUCTION PROJECT

Dear Honorable Mayor and City Council:

Please find the attached Partial Payment Application No. 1 for the Washington Avenue and Booth Street Reconstruction Project. This pay application includes work completed by the Contractor between April 20, 2015, and April 30, 2015. Work completed through this pay application includes water main, fire hydrants and storm sewer pipe installation, some pavement removal and topsoil stripping. This also includes payment for materials stored on the jobsite.

The Contractor is continuing utility installation operations along Booth Street. The Contractor's schedule as of our construction meeting on May 5 is as follows:

- Storm drain installation will continue in the Bennett Avenue to Booth Avenue areas followed by work on Washington Avenue.
- Water main tie-in, service relocation and water main relocation work will commence later this week. This work will involve scheduled outages for residents.
- Utility work is scheduled to continue through the month of May.
- Roadway construction and temporary drive construction will occur in June with paving scheduled for early to mid-July.

We recommend payment of \$117,910.57 to the Contractor, Synergy Contracting, LLC for work completed through April 30, 2015. Approximately 9% of the total contract work has been completed and 9 of the 75 working days have been charged through this pay application.

Honorable Mayor and City Council
City of Polk City
May 5, 2015
Page 2 of 2

Please contact me should you have any questions on this pay application. We will be in attendance at the May 11, 2015, council meeting to answer any questions regarding this partial payment application.

Sincerely,

SNYDER & ASSOCIATES, INC.



Laura C. Lamberty, P.E.

Enclosures

cc: Mike Schulte
Gary Mahannah
Kathleen Connor
John Haldeman, PE

APPLICATION FOR PARTIAL PAYMENT NO. 1

PROJECT: Washington & Booth Street Reconstruction
OWNER: CITY OF POLK CITY
CONTRACTOR: Synergy
ADDRESS: 1120 2nd Street NE
Bondurant IA 50035
DATE: 5/4/2015

S&A PROJECT NO.: 113.0548

PAYMENT PERIOD: 04/20/15 to 4/30/15

1. CONTRACT SUMMARY:

Original Contract Amount: \$ 986,076.80
Net Change by Change Order: \$ -
Contract Amount to Date: \$ 986,076.80

CONTRACT PERIOD: TOTAL WORKING DAYS
Original Contract Date: August 4, 2014
Original Contract Time: 75

2. WORK SUMMARY:

Total Work Performed to Date: \$ 124,116.39
Retainage: 5% \$ 6,205.82
Total Earned Less Retainage: \$ 117,910.57
Less Previous Applications for Payment: \$ -
AMOUNT DUE THIS APPLICATION: \$ 117,910.57

Added by Change Order: 0
Contract Time to Date: 75
Time Used to Date: 9
Contract Time Remaining: 66

3. CONTRACTOR'S CERTIFICATION:

The undersigned CONTRACTOR certifies that:

- (1) all previous progress payments received from OWNER on account of Work done under the contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with the Work covered by prior Applications for Payment; and
- (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by the application for Payment are free and clear of all liens, claims, security interests, and encumbrances

SYNERGY CONTRACTING LLC
CONTRACTOR

By 

DATE: 5-5-15

4. ENGINEER'S APPROVAL:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended:

Snyder & Associates, Inc.
ENGINEER

By 

DATE: 05/05/15

5. OWNER'S APPROVAL

City of Polk City
OWNER

By _____

DATE: _____

6. DETAILED ESTIMATE OF WORK COMPLETED:

ITEM NO.	DESCRIPTION	ORIGINAL CONTRACT QUANTITIES				COMPLETED WORK			
		QUANTITY	UNIT	UNIT COST	COST Total	QUANTITY	CO #	COST Total	
GENERAL PROVISIONS									
1.1	Mobilization	1	LS	\$ 21,000.00	\$ 21,000.00	0.25		\$ 5,250.00	
1.2	Remove and Reinstall Fence	184	LF	\$ 14.00	\$ 2,576.00			\$ -	
1.3	Remove and Reinstall Mailbox	9	EA	\$ 210.00	\$ 1,890.00	4.5		\$ 945.00	
1.4	Maintain Garbage Service	1	LS	\$ 4,200.00	\$ 4,200.00			\$ -	
1.5	Temporary Stairs	1	LS	\$ 2,800.00	\$ 2,800.00	0.50		\$ 1,400.00	
EXHUMING									
2.1	Clearing and Grubbing	1	LS	\$ 10,000.00	\$ 10,000.00			\$ -	
2.2	Subgrade Preparation	5,044	SY	\$ 5.00	\$ 25,220.00			\$ -	
2.3	Subbase, Modified, 8-Inches	5,044	SY	\$ 16.80	\$ 84,739.20			\$ -	
2.4	Topsoil, On-site	1,077	CY	\$ 10.00	\$ 10,770.00	270.0		\$ 2,700.00	
2.5	Excavation, Class 10	2,054	CY	\$ 14.00	\$ 28,756.00			\$ -	
2.6	Pavement Removal	3,906	SY	\$ 8.00	\$ 31,248.00	41.5		\$ 332.00	
2.7	Removal of Driveway	635	SY	\$ 8.00	\$ 5,080.00	5.0		\$ 40.00	
2.8	Sidewalk Removal	201	SY	\$ 8.00	\$ 1,608.00			\$ -	
2.9	Removal of Storm Sewer/Culverts <= 36"	452	LF	\$ 10.00	\$ 4,520.00			\$ -	
				\$ -	\$ -			\$ -	
				\$ -	\$ -			\$ -	
SANITARY AND STORM									
4.1	Storm Sewer, Trenched, 15" RCP, Class III	721	LF	\$ 98.00	\$ 70,858.00	144.0		\$ 14,112.00	
4.2	Storm Sewer, Trenched, 18" RCP, Class III	14	LF	\$ 100.80	\$ 1,411.20			\$ -	
4.3	Storm Sewer, Trenched, 24" RCP, Class III	538	LF	\$ 121.80	\$ 65,528.40			\$ -	
4.4	Storm Sewer, Trenched, 8" PVC	110	LF	\$ 42.00	\$ 4,620.00			\$ -	
4.5	Subdrain, Type 1, 6"	857	LF	\$ 20.00	\$ 17,140.00			\$ -	
4.6	Subdrain, Type 1, 8"	1,284	LF	\$ 22.00	\$ 28,248.00			\$ -	
4.7	Subdrain, Cleanout, Type A-1	3	EA	\$ 500.00	\$ 1,500.00			\$ -	
4.8	Subdrain, Outlet and Connections	13	EA	\$ 350.00	\$ 4,550.00			\$ -	
4.9	Sump Service Stubouts	19	EA	\$ 420.00	\$ 7,980.00			\$ -	
				\$ -	\$ -			\$ -	
WATER MAIN AND APPURTENANCES									
5.1	Water Main, Trenched, PVC, 4"	10	LF	\$ 70.00	\$ 700.00			\$ -	
5.2	Water Main, Trenched, PVC, 8"	812	LF	\$ 42.00	\$ 34,104.00	753.0		\$ 31,626.00	
5.3	Water Main, Trenched, PVC, 12"	30	LF	\$ 140.00	\$ 4,200.00			\$ -	
5.4	Fire Hydrant Assembly	4	EA	\$ 7,000.00	\$ 28,000.00	2.0		\$ 14,000.00	
5.5	Gate Valve, 8"	5	EA	\$ 4,200.00	\$ 21,000.00	3.0		\$ 12,600.00	
5.6	Remove and Relocate Hydrant Assembly	2	EA	\$ 5,600.00	\$ 11,200.00			\$ -	
5.7	Water Service, 1"	9	EA	\$ 3,000.00	\$ 27,000.00			\$ -	
5.8	Lower Existing Water Service	5	EA	\$ 1,000.00	\$ 5,000.00			\$ -	
5.9	Adjust Valve Box/Curb Stop	5	EA	\$ 300.00	\$ 1,500.00			\$ -	
5.10	Remove Water Main	804	LF	\$ 10.00	\$ 8,040.00			\$ -	
SANITARY AND STORM									
6.1	Manhole, Type SW-401, 48" Dia.	1	EA	\$ 5,000.00	\$ 5,000.00			\$ -	
6.2	Intake, Type SW-501	2	EA	\$ 4,000.00	\$ 8,000.00			\$ -	
6.3	Intake, Type SW-503	2	EA	\$ 5,000.00	\$ 10,000.00			\$ -	
6.4	Intake, Type SW-505	1	EA	\$ 4,000.00	\$ 4,000.00			\$ -	
6.5	Intake, Type SW-506	5	EA	\$ 5,000.00	\$ 25,000.00			\$ -	
6.6	Intake, Type SW-512, 18", Type 4A Casting	2	EA	\$ 4,000.00	\$ 8,000.00			\$ -	
6.7	Intake, Type SW-512, 30", Type 4A Casting	3	EA	\$ 5,000.00	\$ 15,000.00			\$ -	
6.8	Pipe Apron, 24" RCP w/ Footing and Apron Guard	1	EA	\$ 3,000.00	\$ 3,000.00			\$ -	
6.9	Pipe Apron, 12" CMP with Apron Guard	1	EA	\$ 1,000.00	\$ 1,000.00			\$ -	
6.10	Removal of Intakes	6	EA	\$ 200.00	\$ 1,000.00	1.0		\$ 200.00	
6.11	Sanitary Manhole Adjustment	4	EA	\$ 500.00	\$ 2,000.00			\$ -	
STREETS AND RELATED WORK									
7.1	Driveway, Paved, PCC, 6" Depth	627	SY	\$ 40.00	\$ 25,080.00			\$ -	
7.2	Standard / Slip-Form PCC Pavement, Class C, 6" Depth	4,362	SY	\$ 40.00	\$ 175,280.00			\$ -	
7.3	Full Depth Patch, PCC, 8"	75	SY	\$ 95.00	\$ 7,125.00			\$ -	
7.4	6" Reinforcing Steel Mat	68	SY	\$ 9.00	\$ 612.00			\$ -	
7.5	Temporary Roadway, Granular Surfacing	480	TON	\$ 30.00	\$ 14,400.00			\$ -	
7.6	Sidewalk, PCC, 4"	865	SY	\$ 35.00	\$ 30,975.00			\$ -	
7.7	Sidewalk, PCC, 6"	28	SY	\$ 50.00	\$ 1,400.00			\$ -	
7.8	Detectable Warning Panels	68	SF	\$ 35.00	\$ 2,380.00			\$ -	
TRAFFIC CONTROL									
8.1	Traffic Control	1	LS	\$ 10,000.00	\$ 10,000.00	0.25		\$ 2,500.00	
8.2	Pavement Markings (Crosswalks)	1	LS	\$ 2,000.00	\$ 2,000.00			\$ -	
SITE WORK AND LANDSCAPING									
9.1	Sodding	647	SQ	\$ 50.00	\$ 32,350.00			\$ -	
9.2	Seeding and Fertilizing, Type 1, and Hydromulching	0.40	AC	\$ 5,000.00	\$ 2,000.00			\$ -	
9.3	Silt Fence	1,172	LF	\$ 3.00	\$ 3,516.00			\$ -	
9.4	Silt Fence Removal	1,172	LF	\$ 1.00	\$ 1,172.00			\$ -	
9.5	Concrete Washout	2	EA	\$ 1,000.00	\$ 2,000.00			\$ -	
9.6	Inlet Protection Device	10	EA	\$ 300.00	\$ 3,000.00			\$ -	
9.7	Inlet Protection Device, Maintenance	40	EA	\$ 50.00	\$ 2,000.00			\$ -	
9.8	Type 1" Inlet Filter	15	EA	\$ 100.00	\$ 1,500.00			\$ -	
9.9	Storm Water Pollution Prevention Plan Management	1	LS	\$ 2,000.00	\$ 2,000.00			\$ -	
9.10	Storm Water Pollution Prevention Plan Inspections	15	EA	\$ 100.00	\$ 1,500.00			\$ -	
9.11	Retaining Wall, Modular Block	230	SF	\$ 20.00	\$ 4,600.00			\$ -	
9.12	Temporary Hydromulch	1.2	AC	\$ 2,000.00	\$ 2,400.00			\$ -	
TOTAL ORIGINAL CONTRACT =								\$ 986,076.80	\$ 85,705.00
Stored Materials								\$ 38,411.39	\$ 38,411.39
Total Due								\$ 124,116.39	\$ 124,116.39

ISSUE: APPROVAL OF OLD BUSINESS

VOTE: Consider approval of the Old Business for the City of Polk City.

BACKGROUND:

1. Ordinance No 2015-400 approving 2nd reading Amending Chapter 92, Water Rates, Section 92.02, Rates for Service by Amending the Rate and Adding Two New Rate Classifications, Domestic and Irrigation/Garden; and Amending Chapter 99, Section 99.02 by Adding a New Sewer Rate.

RECOMMENDATION:

Approve the old business items of May 11, 2015.

STAFF CONTACT:

Jennifer Ratcliff, jratcliff@polkcity.org;
(515) 984-6233.

ORDINANCE NO. 2015-400

AN ORDINANCE AMENDING CHAPTER 92, WATER RATES, SECTION 92.02, RATES FOR SERVICE BY AMENDING THE RATE AND ADDING TWO NEW RATE CLASSIFICATIONS, DOMESTIC AND IRRIGATION/GARDEN; AND AMENDING CHAPTER 99, SECTION 99.02 BY ADDING A NEW SEWER RATE

Be It Ordained By the City Council of the City of Polk City, Iowa, that:

Section 1. Chapter 92, of the Polk City Code of Ordinances; Water Rates, Section 92.02, Rates for Service is hereby amended by deleting the section and inserting the following:

92.02 Water service shall be furnished at the following monthly rates and classification within the City:

1. Domestic rate is the water used for human consumption and needs of a particular location.

<u>Gallons Used per Month</u>	<u>Rate</u>
First 1,000	\$9.40 (minimum bill)
All over 1,000	\$3.75 per 1,000 gallons

2. Irrigation/Garden rate is the water used for irrigation/garden purposes and these water uses are billed on a separate meter from the domestic meter.

<u>Gallons Used per Month</u>	<u>Rate</u>
All usage/1000 gallons	\$4.50 (minimum bill)

Section 2. Chapter 99, Sections 99.02 (1) and (2) are hereby deleted and there are inserted in lieu thereof the following:

99.02 RATE. Each customer shall pay sewer service charges for the use of and for the service supplied by the municipal sanitary sewer system as follows:

1. Service Availability Charge. A service availability charge of \$10.77 per month (minimum bill).

2. Usage Charge. A usage charge of \$4.06 per each 1,000 gallons of water used.

Section 3. The new water and sanitary sewer rates will start with meter reads in the month of June 2015, payable in July 2015.

Section 4. All Ordinances or parts of any Ordinance in conflict with the provisions of this Ordinance are hereby repealed to the extent of the conflict.

Section 5. 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 _____ day of _____, 2015.

Jason Morse, Mayor

ATTEST:

Jennifer Ratcliff, City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

Date of Publication: _____

ISSUE: MAYOR'S REPORT

INFORMATIONAL:

BACKGROUND:

Informational report from the Mayor on the City of Polk City's activities.

RECOMMENDATION:

None.

STAFF CONTACT:

Jennifer Ratcliff, jratcliff@polkcity.org;
(515) 984-6233.

ISSUE: COUNCIL REPORT

INFORMATIONAL:

BACKGROUND:

Informational report from the City Council.

RECOMMENDATION:

None.

STAFF CONTACT:

Jennifer Ratcliff, jratcliff@polkcity.org;
(515) 984-6233.

ISSUE: COUNCIL DISCUSSION

INFORMATIONAL:

BACKGROUND:

Discussion from the City Council on Polk City business.

RECOMMENDATION:

None.

STAFF CONTACT:

Jennifer Ratcliff, jratcliff@polkcity.org;
(515) 984-6233.

ISSUE: CITY ADMINISTRATOR REPORT

INFORMATIONAL:

BACKGROUND:

Informational report from the City Administrator.

RECOMMENDATION:

None.

STAFF CONTACT:

Jennifer Ratcliff, jratcliff@polkcity.org;
(515) 984-6233.

ISSUE: CITY STAFF REPORT

INFORMATIONAL:

BACKGROUND:

Reports for City Staff:

- a) Attorney's Report
- b) Engineer's Report
- c) Public Works Report
- d) Information Technology Report
- e) Library Report
- f) Police Department Report
- g) Fire Department Report
- h) Citizen Liaison Report

RECOMMENDATION:

None.

STAFF CONTACT:

Jennifer Ratcliff, jratcliff@polkcity.org;
(515) 984-6233.