

*Tentative Meeting Agenda*

*Notice of Meeting | Polk City | City Council Meeting*

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*July 13, 2015 | 6:30 pm | City Hall | Council Chambers*

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*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 for July 13, 2015*
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 June 22, 2015.
    2. Consider motion to approve the July 13, 2015, Claims.
    3. Consider motion to receipt and file the Parks Meeting Minutes for July 6, 2015.
    4. Consider motion to receipt and file the Polk City Arts Council Meeting Minutes for June 3, 2015.
    5. Consider motion to approve Lindsey Huber as Alternate Representative on the Metro Waste Committee.
    6. Consider motion to approve the Polk City Development Corporation (PCDC) the Four Seasons Festival Quarterly Report.
    7. Consider motion to approve the Polk City Development Corporation (PCDC) Quarterly Report.
    8. Consider motion to approve Suzanne Wille to serve as the new Board Member on Polk City Arts Council Term Ending 12/31/2015.
    9. Consider motion to approve Adrian Sankey Tiedens resignation from the Polk City Parks Commission.
    10. Consider motion to approve \$1000.00 contribution to the Meals from the Heartland for the Polk City Summer Recreation Program.
6. *New Business*
  - A. *Action Items*
    1. Public Hearing on July 13, 2015, at 6:30 pm for the Vacation of Certain Easements in now known as Bridgeview Plat 1.
    2. Public Hearing on July 13, 2015, at 6:30 pm for the Authorizing Conveyance of Improvements, Property and Permanent Easements to the Des Moines Metropolitan Wastewater Reclamation Authority.
    3. Consider motion to approve Resolution 2015-47 Authorizing Conveyance of Improvements, Property and Permanent Easements to the Des Moines Metropolitan Wastewater Reclamation Authority.
    4. Consider motion to approve 3<sup>rd</sup> reading of Ordinance 2015- 600 for the Zoning Amendment, which would restrict additional religious facilities from being permitted in the C-2 Zoning District.
    5. Review and possible changes to the Amended Council iPad Policy.

**Mission | To provide friendly, excellent, affordable municipal and utility services. The responsibility of sustaining an environmentally friendly, growing city environment is our highest priority. We always act with honesty and integrity to achieve our goals. The City strives to meet or exceed the community's expectation of economic, environmental, and social needs through a fiscally responsible and open City government.**

6. Consider motion to approve Home Serve Insurance contract and homeowner's correspondence and repeal of the Hardship Policy.
7. Consider motion to approve Resolution 2015-51 MidAmerican Light Emitting Diode (LED) Street Lighting Installation Agreement.
8. Consider motion to approve the Right-of-Way Agreement between Polk City, Iowa and Unite Private Networks for the installation of Fiber Optic Cables.
9. Consider motion to approve Washington and Booth Street Reconstruction Project.
  - a. Approval of change order #2 in the amount of \$25,549.11.
  - b. Consider motion to approve Resolution 2015-52 for the pay application #3 in the amount of \$124,241.67.
10. Consider motion to approve Resolution 2015-54 accepting the Accepting Public Improvements associated with Twelve Oaks Plat 2.
7. Mayor's Report
8. Council Report
  1. Dave Dvorak
  2. Rob Sarchet
  3. Rob Mordini
  4. Ron Anderson
  5. Dan Lane
9. Council Discussion
  1. Discussion regarding the issue of Coyote(s) in the City Limits of Polk City.
10. City Administrator Report
11. 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
12. Closed Session - "Consideration of Going into closed session under Code of Iowa Section 21.5 j to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property.
13. Adjournment – Next meeting July 27, 2015

1. Call to Order | Jason Morse, Mayor called the meeting to order at 6:30 pm.
2. Roll Call | Morse, Sarchet, Lane, Mordini, and, Anderson | Dvorak - Absent
3. Approval of Agenda

**Motion & Second:** A motion was made by Anderson and seconded by Sarchet to approve the agenda.

**Motion Carried Unanimously:** Ayes: Lane, Sarchet, Anderson, and Mordini | Nays: None

4. Audience Items | Discussion from the Audience Lynne Fallis regarding the new developments in Polk City, Pat Morton regarding the water damage on Booth and Washington, and Jenny Mulliany regarding the same.
5. Consent Agenda Items

**Motion & Second:** A motion was made by Anderson and seconded by Sarchet to approve the June 22, 2015, consent agenda items.

1. Consider motion to approve the City Council Meeting Minutes for June 8, 2015.
2. Consider motion to approve the June 22, 2015, Claims Statement.
3. Consider motion to approve Financial Statement for May 2015
4. Consider motion to receipt and file the Planning and Zoning Meeting Minutes for June 15, 2015.
5. Consider motion to receipt and file the Library Board Meeting Minutes for April 14, 2015.
6. Consider motion to approve the resignation of Mary Kaye Madden of the Polk City Arts Council effective June 30, 2015.
7. Consider motion to approve the amended Grade Step Policy.
8. Consider motion to approve the request by the American Legion to close First Street between Broadway and Van Dorn Street on Saturday, June 27, 2015, to host a motorcycle ride and will use the street for parking. The street would be closed from 8:30 am until 10:00 am and then again from 3:00 pm to 5:30 pm.
9. Consider motion to approve the promotion for the Fire Department of Nick Klatt as a certified EMT, moving him to Grade 4, Step 2, \$12.18 per hour.
10. Consider motion to approve the promotion for the Fire Department of Ryan Moore as a certified EMT, moving him to Grade 4, Step 2, \$12.18 per hour.
11. Consider motion to approve new Firefighter/EMT hire Matt Dose as Part-Time/Paid on Call (POC), at Grade 4, Step 2, \$12.18 per hour.
12. Consider motion to approve Resolution 2015-50 for the Snyder & Associates Invoice for May 2015 for 36,802.50.

**Motion Carried Unanimously:** Ayes: Lane, Sarchet, Anderson, and Mordini | Nays: None

#### 6. New Business

1. Public Hearing of Ordinance Vacating a Landscaping Easement in Lakeside Plat 3 at 6:30 pm. This was a proposal to vacate a landscaping easement within property legally described as legally follows: A forty foot (40') strip of land to be used for landscaping easement located in the Western 40 feet of Lot 1 all in the official plat of Lakeside Plat 3, now included in and forming a part of the City of Polk City, Polk County, Iowa more particularly shown on said Lakeside Plat 3. The Mayor asked for the date published June 12 and the Mayor asked if there were any written or oral comments for or against the Public Hearing, there were none.

**Motion & Second:** A motion was made by Anderson and seconded by Sarchet to approve the closing of the Public hearing for the Vacating of a Landscaping Easement in Lakeside Plat 3 at 7:10.

**Motion Carried Unanimously:** Ayes: Lane, Sarchet, Anderson, and Mordini | Nays: None

2. Consider motion to approve the 1<sup>st</sup> reading of Ordinance 2015-700 on Vacating a Landscaping Easement in Lakeside Plat 3.

**Motion & Second:** A motion was made by Mordini and seconded by Lane to approve the 1<sup>st</sup> reading of Ordinance 2015-700 for the Vacating of a Landscaping Easement in Lakeside Plat 3.

**Motion Carried Unanimously:** Ayes: Lane, Sarchet, Anderson, and Mordini | Nays: None

- 2A. Consider motion to waive the 2<sup>nd</sup> and 3<sup>rd</sup> reading of Ordinance 2015-700 on Vacating a Landscaping Easement in Lakeside Plat 3.

**Motion & Second:** A motion was made by Mordini and seconded by Lane to approve the waving of the 2<sup>nd</sup> and 3<sup>rd</sup> reading of Ordinance 2015-700 on Vacating a Landscaping Easement in Lakeside Plat 3.

**Motion Carried Unanimously:** Ayes: Lane, Sarchet, Mordini, and Anderson | Nays: None

3. Consider motion to approve 2<sup>nd</sup> reading of Ordinance 2015- 500 for the for the Rezoning of a Portion of Deer Haven from R-1 to Planned Unit Development (PUD).

**Motion & Second:** A motion was made by Lane and seconded by Sarchet to approve the 2<sup>nd</sup> reading of Ordinance 2015-500 for the Rezoning of a Portion of Deer Haven from R-1 to Planned Unit Development (PUD) .

**Motion Carried Unanimously:** Ayes: Lane, Sarchet, Anderson and Mordini | Nays: None

- 3A. Consider motion to waive the 3<sup>rd</sup> reading of Ordinance 2015-500 for the Rezoning of a Portion on Deer Haven from R-1 to Planned Unit Development (PUD).

**Motion & Second:** A motion was made by Mordini and seconded by Lane to approve the waving of the 3<sup>rd</sup> reading of Ordinance 2015-500 for the Rezoning of a Portion of Deer Haven from R-1 to Planned Unit Development (PUD).

**Motion Carried Unanimously:** Ayes: Lane, Sarchet, Mordini, and Anderson | Nays: None

4. Review and findings of the Polk City Water Supply Study by Snyder and Associates.

**Discussion on item 4.**

5. Consider approval of the Memorandum of Understanding (MOU) with the Des Moines Water Works for an RFP for Regional Water System Master Plan Study involving the City of Ankeny, Des Moines Water Works, and Polk City in the expected amount of \$8,228.84.

**Motion & Second:** A motion was made by Anderson and seconded by Lane to approve the Memorandum of Understanding (MOU) with the Des Moines Water Works for an RFP for Regional Water

System Master Plan Study involving Ankeny, Des Moines Water Works, and the City of Polk City, in the expected amount of \$8,228.84

**Motion Carried Unanimously:** Ayes: Lane, Anderson, Sarchet, and Mordini | Nays: None

6. Consider motion to approve the 2<sup>nd</sup> reading of Ordinance 2015-600 for the Zoning Amendment which would restrict additional religious facilities from being permitted in the C-2 Zoning District.

**Motion & Second:** A motion was made by Anderson and seconded by Lane to approve the 2<sup>nd</sup> reading of Ordinance 2015-600 for the Zoning Amendment which would restrict additional religious facilities from being permitted in the C-2 Zoning District.

**Motion Carried:** Ayes: Lane, Sarchet, and Anderson | Nays: None | Mordini – Abstained

7. Review, further discussion and option to approve the Polk City Comprehensive Plan Goals and Objectives.

**Discussion on item 7; Move the process to the next step.**

**Motion & Second:** A motion was made by Mordini and seconded by Sarchet to approve Resolution 2015-48 for the Washington & Booth Reconstruction Project Pay Application No. 2 in the amount of \$187,934.33

**Motion Carried Unanimously:** Ayes: Lane, Sarchet, Mordini and Anderson | Nays: None

8. Consider motion to approve the Early Retirement Program and Announcement of Enrollment period of July 1, - August 1, 2015.

**Motion & Second:** A motion was made by Sarchet and seconded by Anderson to approve the Early Retirement Program and Announcement of the Enrollment period of July 1, - August 1, 2015.

**Motion Carried Unanimously:** Ayes: Lane, Sarchet, Anderson, and Mordini | Nays: None

9. Consider motion to approve the amended Council iPad.

**Postponed and moved to the next agenda on July 13, 2015.**

10. Consider motion to approve the Purchase of a Server for Polk City, entering into a Master Service Agreement with Alliance Technologies in the amount of not to exceed \$20,000 for Fiscal Year 2015-2016.

**Motion & Second:** A motion was made by Lane and seconded by Mordini to approve the Purchase of a Server for Polk City, entering into a Master Service Agreement with Alliance Technologies in the amount of not to exceed \$20,000 for Fiscal Year 2015-2016.

**Motion Carried Unanimously:** Ayes: Lane, Sarchet, Anderson, and Mordini | Nays: None

11. Consider motion to approve Resolution 2015-51 calling for a Public Hearing on July 13, 2015, at 6:30 pm for the Vacation of Certain Easements in now known as Bridgeview Plat 1.

**Motion & Second:** A motion was made by Anderson and seconded by Lane to approve Resolution 2015-51 calling for a Public Hearing on July 13, 2015, at 6:30 pm for the Vacation of Certain Easements in now known as Bridgeview Plat 1.

**Motion Carried Unanimously:** Ayes: Lane, Sarchet, Anderson, and Mordini | Nays: None

12. Consider motion to approve construction drawings for Lost Lake Plat 2.

**Motion & Second:** A motion was made by Mordini and seconded by Lane to approve the construction drawings for Lost Lake Plat 2.

**Motion Carried Unanimously:** Ayes: Lane, Sarchet, Anderson, and Mordini | Nays: None

13. Review of Home Service for Water Line & Sewer/Septic Line Coverage & Optional Staff Direction for next step.

**Discussion on item 13; move the process to the next step.**

7. **Mayor's Report**

Discussion by Mayor on item 7.

8. **Council Report**

Discussion by Council Members on item 8.

9. **Council Discussion**

Discussion by Council on item 9.

10. **Administrator Report**

Discussion by City Administrator on item 10.

11. **City Reports**

Discussion by City Department Heads on item 11.

12. **Next Meeting Date** – July 13, 2015.

13. **Adjournment** – 8:45 p.m.

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Jennifer Ratcliff – City Clerk

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Jason Morse, Mayor

# CLAIMS REPORT

The City of Polk City

For | 7/13/2015

DEPARTMENT	VENDOR	EXPENSE TYPE	AMOUNT
FD	440-PRAXAIR DISTR. INC.	OXYGEN	\$191.25
CH	AHLERS & COONEY, P.C.	ATTORNEY FEES	\$4,507.46
CH & LIB	ALLIANCE CONNECT	WEB HOSTING	\$42.98
ALL DEPT	ALLIANCE TECHNOLOGIES	SERVER	\$11,158.39
PARKS	ARBORCARE BY KLUVER	ASH TREE TREATING	\$1,581.00
PW	ARDICK EQUIPMENT CO.	SIGNS	\$350.75
PW	ARNOLD MOTOR SUPPLY	VEHICLE PARTS & SUPPLIES	\$252.99
LIB	AWE ACQUISITION INC	EARLY LITERACY STATIONS	\$5,542.00
FD	BOUND TREE MEDICAL	MEDICAL SUPPLIES	\$157.06
CH	BRICK LAW FIRM	LEGAL SERVICES	\$7,390.96
PW	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	\$929.01
FD	CARPENTER UNIFORM CO.	CLASS A	\$51.98
PW	CARUS CORP		\$842.90
ALL DEPT	CENTURY LINK	PHONE SERVICE	\$514.11
PARKS	CLIMB IOWA	PC SUMMER REC.	\$1,017.00
PD	COAST TO COAST SOLUTIONS	STADIUM CUPS	\$340.46
ALL DEPT	COVENTRY	INSURANCE	\$17,182.83
CH & FD	CRYSTAL CLEAR WATER CO	PURCHASED WATER	\$61.00
PW	CTI READY MIX LLC	CONCRETE	\$439.28
PW	CURTIS REES	TREE REMOVAL	\$2,000.00
PD	CUSTOM AWARDS & EMBROIDERY INC	PLAQUE	\$85.00
PW	D & K PRODUCTS	GRASS SEED	\$527.85
PW	DES MOINES STEEL FENCE CO	RADAR SIGN INSTALL	\$84.02
PW	DES MOINES WATER WORKS	PURCHASED WATER	\$26,532.43
PD	DUSTIN G. BJORNSON	REIMBURSEMENT FOR RETIREMENT	\$61.15
FD	EMSLRC	CEHS	\$40.00
CH	G.C.M.O.A.	MEMBERSHIP	\$25.00
PW	GURNSEY ELECTRIC CO	WELL #4 REPAIRS	\$354.34
PW	HAWKINS INC	FLOURIDE	\$490.20
PD	IA DEPT OF TRANSPORTATION	VEHICLE INSPECTIONS	\$410.00
ALL DEPT	ICAP	INSURANCE	\$52,250.06
FD	IMAGE TREND	SOFTWARE FEE	\$300.00
PD	IOWA CRIME PREVENTION ASS.	2015-2016 DUES	\$50.00
PW	IOWA D.N.R.	FY16 WATER SUPPLY FEE	\$398.96
CH	IOWA LEAGUE OF CITIES	DUES	\$1,667.00
LIB	IOWA LIBRARY SERVICES	E-BOOKS SUBSCRIPTION	\$65.00
ALL DEPT	IMWCA	WORKERS COMPENSATION	\$14,762.00
ALL DEPT	KLEEN SWEEP SERVICES INC	CLEANING SERVICE	\$880.00
PD	LAW ENFORCEMENT EQUIP. CO.	FORMS	\$90.00
PW	LAWSON PRODUCTS	PARTS, HARDWARE & SUPPLIES	\$360.39
FD	M & M SALES COMPANY	COPIER RENTAL	\$27.50
PD	MED-TECH RESOURCE INC.	KEY	\$23.47
CH	MEDIACOM	INTERNET SERVICE	\$69.95
FD	MERCY NORTH PHARMACY	RX SUPPLIES	\$88.42
PW	METHODIST OCCUPATIONAL HEALTH	DOT DRUG SCREEN- FRANZEN	\$54.25
PW	METRO WASTE AUTHORITY	CURB IT RECYCLING	\$3,776.25
LIB	MICROMARKETING, LLC	BOOKS ON CD	\$29.99
PW	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$4,308.54

PW	MUNICIPAL SUPPLY CO.	PRESSURE RELIEF VALVE	
CH	NOTARY ROTARY	STAMP	\$1,327.00
PW	O'REILLY AUTO PARTS	BRAKE CLEAN	\$26.50
LIB	OVERDRIVE INC	WILBOR BOOKS	\$58.05
PARKS	P & M APPAREL	SUMMER REC SHIRTS	\$542.62
FD	RACOM	EDACS ACCESS	\$107.40
LIB	RECORDED BOOKS LLC.	BOOKS ON CD	\$658.00
LIB	RICHARD TAYLOR	TECH SUPPORT	\$330.40
CH	SAFE BUILDING COMP. & TECH	BUILDING INSPECTIONS	\$423.00
CH & FD	STAPLES	SUPPLIES	\$9,052.61
CH	SUZANNE WILLE	ARTS FESTIVAL POSTERS	\$1,920.87
PD	T-MOBILE	PHONE SERVICE	\$220.00
CH	TAXPAYERS ASSOCIATION OF C.I.	CONTRIBUTION	\$59.74
PW	TITAN MACHINERY	CUT EDGES	\$900.00
FD	TOM HOGAN	REIMBURSEMENT FOR EMT CLASS	\$1,197.20
PARKS	TOTAL QUALITY INC.	LAWNCARE	\$196.59
PW	TOYNE INC	BULB	\$13,283.86
FD	TYLER ROMMEL	REIMBURSEMENT FOR TEST	\$78.94
PW	VAN-WALL EQUIPMENT	VEHICLE REPAIR PARTS	\$110.00
ALL DEPT	VERIZON WIRELESS	PHONE AND DATA PLAN	\$363.14
PW	WASTE MANAGEMENT OF IOWA	WASTE HAULING	\$1,008.66
PD	WATCH GUARD	CDS	\$549.32
<b>TOTAL</b>			<b>\$194,890.08</b>

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

Polk City, Parks Commission held a meeting at 6:00 p.m., on July 6, 2015. Before the meeting, staff emailed agenda 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:**

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

**Staff Members Present:**

Jenny Gibbons | Deputy City Clerk

**Parks Commission Members Absent:**

Adrienne Tiedens | Parks Commission Member

1. **Call to Order** | Chair Sam Hill called the meeting to order at 6:00 p.m.
2. **Roll Call** | Chair Hill, Bell, Fourez, Johnson, Hiatt, Reed | In attendance  
Tiedens | 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
5. **New Business**
  - a. **MOTION:** A motion was made by Fourez and seconded by Reed on the recommendation to Council to approve the ArborCare by Kluver proposal for treating Ash Trees at Sports Complex  
**MOTION CARRIED UNANIMOUSLY**
6. **Tree Board Liaison Report**

Ken Morse updated Commission on progress with Nature Park by the school. And also planted a tree at Leonard Park for dedication to Tami Leonard family

7. **Council Liaison Report**

Dave Dvorak discussed the need for updates on communication to the public for upcoming Bond vote. Would like to see PCDC get ahead of any of the negative comments/feedback now instead of too close to the vote. Will follow up with John Calhoun and report back to Commission

8. **Staff Report** | *No discussion*

9. **Public Works Report** | *No discussion*

10. **Commission Report** | *No discussion*

11. **Next Meeting Date** – August 3, 2015

12. **Adjournment** – 6:35 p.m.

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Jenny Gibbons – Deputy City Clerk

**Polk City Arts Council Meeting**  
**Wednesday, June 3, 2015**  
**6:30 pm**  
**Tournament Club of Iowa**

**Board Members Present:**

Chair: Bob Miller  
Kay Gettler  
Mary Kaye Madden

**Also present:**

Suzanne Wille  
Maureen Korte  
Denise Franck

The meeting was called to order by Chair, Bob Miller at 6:30 pm.

**Presentation of Storytelling Event**

Maureen Korte, Two Rivers Story Spinners Club (phone 515-321-9581).  
Denise Franck, also from the Club (phone 515-250-9734).

Maureen presented some options for a storytelling event, which could include a solo, a duo (with Frank Strong), or a group of storytellers. Irish musicians might also be included with the storytellers. Costumes can be worn by the storytellers. A program runs from 30 minutes to 3 hours. Usually 2 people can handle a 70-minute stretch of programming.

Maureen and Denise discussed several options. One idea described was a "Ghosting" storytelling event in the fall.

The charges for a storytelling event start at \$175.00. There may be a possibility of some funding with grants and Metro Arts.

There was some discussion of combining a Halloween Trick or Treat night on the square, followed by Ghost Stories.

Denise mentioned that other groups might be available for a storytelling event.

**Approval of Minutes**

The minutes of the previous meeting were read. Kay made a motion to approve the minutes; Mary Kaye seconded the motion. Minutes approved.

### **Arts Council Terms and Election of Officers**

Kay made a motion that the present officers be re-instated for the 2015-2016 year. Mary Kaye seconded the motion. The motion was approved by unanimous vote.

The terms of Arts Council members were supposed to have been set up on a staggered basis, but have not been up to this point. Current members may resign if they wish. The Mayor will then appoint someone for the vacated slot or slots.

Bob Miller recommends staggered terms. The first term begins June 30, 2016. Every year after that would complete another term.

Suzanne Wille expressed an interest in taking over responsibility for the 4 Seasons Festival Art Show and would also like to serve on the Arts Council.

Mary Kaye suggested that board members submit a written letter of resignation to the City Council if they do not want to continue serving on the board, so new members can be appointed, if necessary.

#### **Following are the staggered terms:**

2016 Kay Gettler  
2017 Mary Kaye Madden  
2018 Collette Heuertz  
2019 Barbara Pothast  
2020 Bob Miller

Mary Kay made a motion to stagger the terms and Kay seconded the motion. The motion was approved unanimously.

### **Music on the Square Update**

Bob said that a grant was approved for \$1000 for the concert. He has promotion posters ready. There is a rain-cancellation plan in place.

Suzanne will promote the concert on Facebook and will talk to Julie Brown about electronic media. Bob will contact Kimberly Knapp for publicity on the Polk City Square website.

Suzanne recommended a base list for Arts Council advertising.

### **Four Seasons Art Show**

Kay discussed promotional material for the Festival Art Show. Suzanne has designed materials and the posters have been printed.

Kay recommended that the coordinator of the 4 Seasons Festival Art Show be paid or compensated in some way. Discussion on this topic was tabled for the next meeting because of the small number of Arts Council members present.

Also discussed was help needed for the Art Show set-up and clean-up.

Mary Kay made a motion to order a new banner for the Art Show. Kay seconded the motion; motion approved.

**Invoices for Printing and Promotional Materials**

Bob will submit an invoice to City Hall for printing and promotional materials.

**Americana Festival**

Mary Kaye will not be the chair of the Americana Festival for the summer of 2015 and offered the position to anyone who might be interested in organizing the event.

**July Meeting**

The Arts Council will meet July 7th, 6:30 pm, location to be announced.

**Adjournment**

There was a motion made to adjourn the meeting, it was seconded, and approved. Meeting adjourned.

Respectfully submitted,



Barbara Ann Pothast

(Acting Secretary for the meeting, Mary Kay Madden)

**POLK CITY DEVELOPMENT CORPORATION  
FOUR SEASONS FESTIVAL BALANCE SHEET SUMMARY (JUNE 30, 2015)**

**ASSETS:**

**Current Assets:**

Cash -- Checking	\$ 31,970.73
Cash -- Savings	\$ -
Accounts Receivable	\$ -
Other Assets	\$ -

**Total Current Assets:** **\$ 31,970.73**

**LIABILITIES:**

**Current Liabilities:**

Accounts Payable	\$ -
Other Liabilities	\$ -

**Total Current Liabilities:** **\$ -**

**TOTAL NET WORTH:** **\$ 31,970.73**

**GRANTS RECEIVED YTD:**

City / County    \$ 7,725.00  
Chamber  
County  
Knapp Prop.  
TCI

**NOTE:**

\*1/31/15 checking amount includes balance forward from 12/31/13  
1/3/14 transferred 500.00 from PCDC checking to Festival checking - Emerald Sponsor



**POLK CITY DEVELOPMENT CORPORATION  
FOUR SEASONS FESTIVAL  
STATEMENT OF ACTIVITIES / BUDGET SUMMARY (JUNE 2015)**

	06/01-06/30/15	01/01/15-06/30/15	01/01/15-12/31/15	YTD BUDGET	
DESCRIPTION	CURRENT MONTH	CURRENT YTD	ANNUAL BUDGET	ESTIMATE	NOTES
	ACTUAL	ACTUAL	ESTIMATE	BALANCE	
<b>INCOME</b>					
City / County		6,250.00	8,000.00	-1,750.00	Arts Council, City
Other / Vendor Fees			3,000.00	-3,000.00	
5-8K Run Fees			5,000.00	-5,000.00	
<b>Sub-total income</b>	<b>0.00</b>	<b>6,250.00</b>	<b>16,000.00</b>	<b>-9,750.00</b>	
<b>Sales</b>					
Beer Garden			19,000.00	-19,000.00	
Beverages			1,300.00	-1,300.00	
Ice			300.00	-300.00	
Raffle			0.00	0.00	
Shirts			600.00	-600.00	
<b>Total Sales</b>	<b>0.00</b>	<b>0.00</b>	<b>21,200.00</b>	<b>-21,200.00</b>	
<b>Sponsors</b>					
5-8K Run		500.00	1,000.00	-500.00	
Beer Garden		1,000.00	750.00	250.00	
Bike Night		500.00	500.00	0.00	
Bill Riley Talent Search		1,000.00	1,000.00	0.00	
Boat Show			0.00	0.00	
Boomerang			0.00	0.00	
Children's Crafts		500.00	500.00	0.00	
Classic Car Show			625.00	-625.00	
Dog Show			0.00	0.00	
Emerald		3,500.00	3,000.00	500.00	
Face Painting		250.00	250.00	0.00	
Final Mix			0.00	0.00	
Horseshoe Tournament	250.00	250.00	250.00	0.00	
Inflatables/Kids Zone/Game On	1,500.00	1,500.00	1,250.00	250.00	
Kiddie Parade			0.00	0.00	
NASCAR			0.00	0.00	
Parade			0.00	0.00	
Pedal Pull			500.00	-500.00	
Petting Zoo		750.00	750.00	0.00	
Platinum		1,500.00	1,500.00	0.00	
Princess / Spiderman			0.00	0.00	
Queen Contest			0.00	0.00	
Ruby	1,600.00	3,950.00	5,175.00	-1,225.00	
Sapphire			0.00	0.00	
Softball Tournament			0.00	0.00	
Stage	2,000.00	2,000.00	2,000.00	0.00	
Standing Hampton		1,200.00	1,200.00	0.00	
Tennis Tournament Fees			0.00	0.00	
Tennis Tournament			0.00	0.00	
Toaster Band / Becker	500.00	1,100.00	1,500.00	-400.00	
Tractor Show			0.00	0.00	
Train Rides			0.00	0.00	
Volleyball Tournament			0.00	0.00	
Water Fights			0.00	0.00	
Wii Tournament Fees			0.00	0.00	
Wii Tournament	1,000.00	1,000.00	1,000.00	0.00	
<b>Total Sponsors</b>	<b>6,850.00</b>	<b>20,500.00</b>	<b>22,750.00</b>	<b>-2,250.00</b>	
<b>TOTAL INCOME</b>	<b>6,850.00</b>	<b>26,750.00</b>	<b>59,950.00</b>	<b>-33,200.00</b>	

**POLK CITY DEVELOPMENT CORPORATION  
FOUR SEASONS FESTIVAL  
STATEMENT OF ACTIVITIES / BUDGET SUMMARY (JUNE 2015)**

	06/01-06/30/15	01/01/15-06/30/15	01/01/15-12/31/15	YTD BUDGET	
DESCRIPTION	CURRENT MONTH	CURRENT YTD	ANNUAL BUDGET	ESTIMATE	NOTES
	ACTUAL	ACTUAL	ESTIMATE	BALANCE	
<b>EXPENSES</b>					
<i>Activities</i>					
5-8K Run		935.29	3,535.00	2,599.71	
Bag Tournament			0.00	0.00	
Bike Night			0.00	0.00	
Bill Riley Talent Search			1,000.00	1,000.00	
Bingo			0.00	0.00	
Bingo License			0.00	0.00	
Children's Crafts			85.00	85.00	
Classic Car Show			300.00	300.00	
Clowns			0.00	0.00	
Face Painting			150.00	150.00	
Inflatables/Kids Zone/Game On		900.00	3,175.00	2,275.00	
Kiddie Parade			0.00	0.00	
Lincoln St. Fun Night			500.00	500.00	
NASCAR			0.00	0.00	
Parade			1,355.00	1,355.00	
Pedal Pull			700.00	700.00	
Petting Zoo			350.00	0.00	
Princess / Spiderman			350.00	350.00	
Queen Contest			0.00	0.00	
Raffle			0.00	0.00	
Tennis Tournament			0.00	0.00	
Train Rides			0.00	0.00	
Water Fights			350.00	350.00	
Wii Tournament			0.00	0.00	
<b>Total Activities</b>	<b>0.00</b>	<b>1,835.29</b>	<b>12,850.00</b>	<b>11,014.71</b>	
<i>Advertising</i>					
Brochures			0.00	0.00	
Bull's Eye			2,700.00	2,700.00	
Radio			0.00	0.00	
Register			0.00	0.00	
Signs / Marketing		72.00	1,950.00	1,878.00	
Website			72.00	72.00	
<b>Total Advertising</b>	<b>0.00</b>	<b>72.00</b>	<b>4,722.00</b>	<b>4,650.00</b>	
<i>Beer Garden</i>					
License		617.50	155.00	-462.50	
Services	205.20	1,437.81	6,500.00	5,062.19	
Promotionals			0.00	0.00	
<b>Total Beer Garden</b>	<b>205.20</b>	<b>2,055.31</b>	<b>6,655.00</b>	<b>4,599.69</b>	
<i>Beverages</i>					
Ice			450.00	450.00	
Pop			1,500.00	1,500.00	
Wine			250.00	250.00	
<b>Total Beverages</b>	<b>0.00</b>	<b>0.00</b>	<b>2,200.00</b>	<b>2,200.00</b>	
<i>Entertainment</i>					
Boomerang			0.00	0.00	
DJ			0.00	0.00	
Final Mix			0.00	0.00	
Iowa Sound			3,000.00	3,000.00	
Shay & Friends (Chad Sutter)			0.00	0.00	
Standing Hampton			2,400.00	2,400.00	
Toaster Band			1,800.00	1,800.00	



**POLK CITY DEVELOPMENT CORPORATION  
BUSINESS BALANCE SHEET SUMMARY (JUNE 30, 2015)**

**ASSETS:**

**Current Assets:**

Cash -- Checking	\$ 11,040.00 *
Cash -- Savings	\$ 13,118.03 *
Accounts Receivable	\$ -
Other Assets	\$ -

**Total Current Assets:** **\$ 24,158.03**

**LIABILITIES:**

**Current Liabilities:**

Accounts Payable	\$ -
Other Liabilities	\$ -

**Total Current Liabilities:** **\$ -**

**TOTAL NET WORTH:** **\$ 24,158.03**

**GRANTS RECEIVED YTD:**

City	\$ 45,000.00 (City of Polk City - Economic Development received 12/5/14)
	\$ 2,500.00 (City of Polk City received 5/1/15)
Chamber County	\$ 5,500.00 (Polk County Betterment received 6/22/15)
Knapp Prop. TCI Bravo	

**NOTE:**

\*1/31/15 checking amt incls and savings amt incls balances forward from 12/31/14  
1/3/14 transferred 500.00 from PCDC checking to Festival checking - Emerald Sponsor

## Jennifer Ratcliff

---

**From:** Jason Morse <jmorse@polkcity.org>  
**Sent:** Monday, July 06, 2015 5:14 PM  
**To:** Gary Mahannah  
**Cc:** Jennifer Ratcliff  
**Subject:** Fwd: PCAC

Gary,

I would like to have Ms. Wille placed on an upcoming Council Agenda for appointment to the Arts Council.

—  
Jason Morse  
*Mayor*  
City of Polk City  
112 S. 3rd St.  
P.O. Box 426  
Polk City, Iowa 50226  
515.208.3996 cell  
515.984.6233 office  
[jmorse@polkcity.org](mailto:jmorse@polkcity.org)  
[www.polkcityia.gov](http://www.polkcityia.gov)

Begin forwarded message:

**From:** Robert Miller <[rmiller4448@gmail.com](mailto:rmiller4448@gmail.com)>  
**Subject:** PCAC  
**Date:** July 6, 2015 at 4:31:50 PM CDT  
**To:** [jmorse@polkcity.org](mailto:jmorse@polkcity.org)  
**Cc:** "<[cheuertz@qwest.net](mailto:cheuertz@qwest.net)>" <[cheuertz@qwest.net](mailto:cheuertz@qwest.net)>, Barbara Pothast <[barbaraahri@gmail.com](mailto:barbaraahri@gmail.com)>, "<[prairiequeen39@aol.com](mailto:prairiequeen39@aol.com)>" <[prairiequeen39@aol.com](mailto:prairiequeen39@aol.com)>, "<[randerson@polkcity.org](mailto:randerson@polkcity.org) <[suzanne@aphotoop.com](mailto:suzanne@aphotoop.com)>" <[suzanne@aphotoop.com](mailto:suzanne@aphotoop.com)>, Mary Kaye Madden <[mkmadden7@live.com](mailto:mkmadden7@live.com)>  
**Resent-From:** <[jmorse@polkcity.org](mailto:jmorse@polkcity.org)>

To: Mayor, Jason Morse  
City of Polk City  
[jmorse@polkcity.org](mailto:jmorse@polkcity.org)

From: Robert Miller, Chairman  
Polk City Arts Council  
[rmiller4448@gmail.com](mailto:rmiller4448@gmail.com)

Mayor Morse,

As you are aware, Mary Kaye Madden has resigned as a member of the PCAC board. It has

been a pleasure to serve with Mary Kaye and we will miss her leadership and commitment. She has indicated her willingness to be supportive of our efforts.

We would submit the name Suzanne Wille to fill the vacancy on our council board. I understand you know Suzanne. She has been helping with the planning for this year's Art Show at the 4SF and has a willingness to serve on PCAC.

Your consideration and approval of Ms. Wille's appointment as a member of the Polk City Arts Council board would be appreciated.

Thank you.  
Bob Miller

Sent from my iPad

# BIOgraphy

**SUZANNE WILLE**  
Photographic & Encaustic Artist



Hello World My Name is Suzanne Wille.

I am not a great writer and I hate talking about myself but here goes. I am an artist not a writer.

I was born in Florida and have lived in many a place, the last 18 years in Colorado. Just arrived in Iowa in the fall of 2014. I am married to my best friend and have an amazing family. I spent lots of time in the corporate world in advertising design, and sales. I have been a Professional Photographer since the film days. I gave up the corporate world 15 years ago to become a full time Professional Photographer and Artist. I have never looked back, photography and art satisfies my heart and soul. I am an International Award winning photographer and encaustic artist with over 25 years experience. I have been published in many magazines and have been on the Board of Professional Photographers of Colorado. I currently have a studio in Colorado and will be opening a new studio, gallery and mentoring center later this year in Iowa. My work is about discovery; the photographs, some alone and some through digital design develop their own personalities. They are one of a kind, an individual story, a wonderland, a place in a memory, a fantasy world, and a journey. Printed on canvas, metal, paper and wood. The use of encaustic medium turns the images into wonderful unpredictable, refreshing, unique, and one of a kind fine art pieces

## ARTIST *statement*

My work is eclectic like my spirit, a love of many styles and designs. It interprets what I see in the world. My art loves are photography, fantasy photography, surrealism, photo-montage, fine art photography, mixed media photography, encaustic photography and encaustic painting. My Photography is digital at the present time and an occasional film session. I use bits and pieces of photographs or digital items in my crazy catalog of images. A piece can be an individual image, and an image within many images, whatever speaks to me as I create. I use Photoshop and other plugins, masking and layers in the design of my photography which are then printed on many substrates. Encaustic is the ancient art of blending beeswax and resin and pigment melted together to create and paint my work. A porous substrate is the start of my pieces. My work combines encaustic wax medium, photographs, and found objects accumulating layers of material, images, light and color. Thanks for stopping by! Enjoy!

# SUZANNE WILLE

OWNER SUZANNE WILLE STUDIOS

## ABOUT ME

Suzanne Wille Studios  
404 Woodhaven Drive, Polk City, Iowa 50226  
303-907-7694  
suzanne@aphotoop.com  
www.suzannewillestudios.com

Born: in Ft Lauderdale, Florida

Education: Pompano Beach High School, Romar Academy, BC College

Other: Traveled and lived in many place all over the USA and the world. Settled in Colorado again in 1996. A corpoptate move for my husband (a native Iowan) brought us to Iowa in August of 2014.

## CONTACT INFO

Website:  
www.suzannewillestudios.com

Mobile:  
303-907-7694

Email:  
suzanne@aphotoop.com

## SKILLS & SOFTWARE

Graphic Design  
Logo Design  
Web Design  
Creative Design

Photoshop  
Photography  
Encasutic  
Mixed Media

Marketing  
Sales  
Coaching  
Mentoring

Lightroom  
Topaz  
Illustrator  
Digital Art

## AWARDS & GROUPS

2013 Still Photographer on motion picture  
"The Return of Joe Rich"

International Photographic Awards WPPI  
Las Vegas, Nevada 2009, 2010, 2011

Confetti Magazine Icon Awards 2009

Published in The Knot, Modern Bride, and  
Colorado Bride

Served on the board of directors for  
Professional Photographers of Colorado

Have belonged or belong to the professional  
group of Wedding and Portrait Photographers  
International

Have belonged or belong to the professional  
group of Professional Photographers of  
America

## EXPERIENCE

Professional Photographer, Hairstylist, Account Executive,  
1990 Suzanne Pierce LLC

Radio Account Executive  
Station 99.9 Panama City Florida

Television Advertising Account Executive  
WJHG News 7 (NBC) Panama City Florida

Newspaper Major Account Executive  
Rocky Mountain News Denver, Colorado

Vice President Sales and Marketing  
Linuxmall.com, Denver, Colorado

Owner Suzanne Wille Studios  
(Photography Studio and Gallery)  
Denver, Colorado

Owner Suzanne Wille Studios  
Polk City, Iowa  
(Coming Soon 113 W Broadway Street)

## Jennifer Ratcliff

---

**From:** Jenny Gibbons <jgibbons@polkcity.org>  
**Sent:** Tuesday, July 07, 2015 3:20 PM  
**To:** 'Jennifer Ratcliff'  
**Subject:** FW: Parks July 6, 2015 Minutes

Jason wants this added to the Council Agenda...Thanks ☺

**From:** Adriane Tiedens [mailto:cosmooz@hotmail.com]  
**Sent:** Tuesday, July 07, 2015 2:18 PM  
**To:** Jenny Gibbons; 'Jason Morse'; gmahannah@polkcity.org  
**Subject:** RE: Parks July 6, 2015 Minutes

Jenny, Jason, and Gary,

I am not sure who I need to send this to so I am sending it to all three of you.

I am resigning from Polk City Parks Commission. Thank you for allowing me to be apart of the Commission.

Adriane Sankey Tiedens

---

**From:** [jgibbons@polkcity.org](mailto:jgibbons@polkcity.org)  
**To:** [cosmooz@hotmail.com](mailto:cosmooz@hotmail.com); [andyjohnson154@aol.com](mailto:andyjohnson154@aol.com); [audrey.bell@ankenyschools.org](mailto:audrey.bell@ankenyschools.org); [bob@4adigital.com](mailto:bob@4adigital.com); [bob.fourez@pioneer.com](mailto:bob.fourez@pioneer.com); [ddvorak@polkcity.org](mailto:ddvorak@polkcity.org); [rdhamh@juno.com](mailto:rdhamh@juno.com); [gmahannah@polkcity.org](mailto:gmahannah@polkcity.org); [jgschreier@polkcity.org](mailto:jgschreier@polkcity.org); [jsnmorse@gmail.com](mailto:jsnmorse@gmail.com); [joshua.d.reed@wellsfargo.com](mailto:joshua.d.reed@wellsfargo.com); [ken@4morse.com](mailto:ken@4morse.com); [mschulte@polkcity.org](mailto:mschulte@polkcity.org); [rfranzen@polkcity.org](mailto:rfranzen@polkcity.org); [shill@iadn.org](mailto:shill@iadn.org); [tkeasey@polkcity.org](mailto:tkeasey@polkcity.org)  
**Subject:** Parks July 6, 2015 Minutes  
**Date:** Tue, 7 Jul 2015 11:49:09 -0500

Please see attached for Minutes from last night's meeting. Let me know of any changes or additions. Thank you

Jenny Gibbons, IIMC, NAPW  
*Deputy City Clerk*

City of Polk City  
112 Third Street | PO Box 426  
Polk City | IA 50226  
P: 515- 984-6233 | F: 515-984-6177  
E: [jgibbons@polkcity.org](mailto:jgibbons@polkcity.org) | W: [polkcityia.gov](http://polkcityia.gov)



### Mission

To provide friendly, excellent, affordable municipal and utility services. The responsibility of sustaining an environmentally friendly, growing city environment is our highest priority. We always act with honesty and integrity to achieve our goals. The City strives to meet or exceed the community's expectation of economic, environmental, and social needs through a fiscally responsible and open City government.

We are here visiting with the Council today to inquire about some help with funding The Meals from the Heartland Activity we will be taking part in on July 21, 2015. This is Community Service Based activity that we started doing with the 4<sup>th</sup> -6<sup>th</sup> grade groups last year. This year we will be including the 3<sup>rd</sup> grade group. The participants had a great time doing this and learned lots while taking part in this activity. A couple of our participants went as far as asking their parents if they could do it for a Birthday Party.

In order for us to take part in this activity we are asked to raise money to help with the cost of the materials. Last year the Summer Recreation Group raised \$1000 for this activity and received a \$1000 youth grant through the Meals from the Heartland for a total of \$2000.

Last year we received donations from:

*The American Legion and groups within it donated \$750 as a whole. This year the Legion sponsored one of the participants in our program.*

*Luana Bank donated \$150.*

*Polk City Parks donated \$100.*

This year I sent out approximately 25 letters to Businesses and Private Groups for donations and to date we have received a donation from one business. (Attached is a copy of letter sent to Businesses and Private Groups)

This year we received donations from:

*Total Quality (Charlie Husak) has donated \$300.*

I have not visited with the Park Board but I believe like in the past they will help us.

We know this is a costly activity but we feel the participants receive so much out of participating in this activity. It builds Character, teaches teamwork and helps to teach most of them to appreciate themselves.

We are here tonight to see if it will be possible to receive additional funding from the City Council to help us reach our goal of \$1000 again this year.

Thank you for any helping us reach this goal.

Polk City Summer Recreation Participants

Re: Polk City Summer Rec/ Meals from the Heartland

Polk City each year runs a summer recreational program for school age children, entering First Grade to finishing Sixth Grade. The program is set up of community based activities including swimming and team building, always with an eye on education.

During the summer of 2015 we are looking to have our older school age children attend and activity, called Mobile Hunger Fights, at Meals from the Heartland. This will give our children the opportunity to package meals for children of like age in less fortunate countries and help build individual character in each of them.

In order to make this happen we will be required to come up with approximately \$2000 to help cover the costs interred for the purchase of items for the meals, packaging materials and other support services. Listed below you will find a breakdown of the cost and how it works.

*Mobile Hunger Fights offer the opportunity for companies, organizations, church groups, and school or community organizations to host their own packaging event, with Meals from the Heartland providing the materials, education, support and transportation of the finished food to mission partners.*

*Groups that want to sponsor their own Mobile Hunger Fights must provide or raise the funds to pay for the costs of ingredients to make the meals. Sponsorship for one rice and soy meal is 20 cents per meal or \$1.20 per bag to cover the cost of food ingredients, packaging materials and other support services. Sponsorship for one macaroni and cheese meal or one beans and rice meal is 25 cents or \$1.50 per bag to cover the cost of food ingredients, packaging materials and other support services. Meal breakdown- one bag contains 6 meals and one box contains 36 bags or 216 meals.*

*To help you plan for your volunteers, our research indicates the average volunteer packages approximately 200 meals for each hour shift they work. That meal amount is equivalent to \$40 to \$50 per person for each one- hour shift depending on the type of meal packaged.*

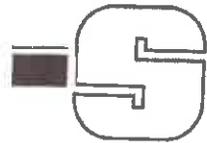
To help offset this cost we are looking for individuals or businesses with our community who will be willing to make any amount of donation to help make this happen. Any donations made are considered tax deductible and will be benefitting a great program.

I would be happy to answer your questions. Should you have any questions please feel free to contact me through my email address at [tkeasey@polkcity.org](mailto:tkeasey@polkcity.org)

Thank you for your consideration,

**Terri Keasey**

**Director, Polk City Summer Recreation**



# SNYDER & ASSOCIATES

ENGINEERS & PLANNERS

ANKENY, IA  
(515) 964-2020

ATLANTIC, IA  
(712) 243-6505

CEDAR RAPIDS, IA  
(319) 362-9394

MARYVILLE, MO  
(660) 582-8888

ST. JOSEPH, MO  
(816) 364-5222

## VACATION OF EASEMENTS

Date: June 16, 2015  
Project: Bridgeview Plat 1 Final Plat

Prepared by: Kathleen Connor  
Project No.: 114.0287.01

### GENERAL INFORMATION:

Applicant: Bridgeview Development LLC  
Zoning: R-3 Multi-Family Residential  
Location: West of Parker Boulevard,  
North of Edgewater Dr., extended  
Size: 17.37 acres  
Parcels: 52 SF lots  
Lots A & B (Street ROW)



### BACKGROUND:

The subject property, highlighted in yellow on the aerial photo above, is being developed by Diligent Development under Bridgeview Development LLC. Construction of the improvements is progressing and is expected to be completed in the near future, at which time the Final Plat will be presented to City Council for approval, along with acceptance of the public improvements.

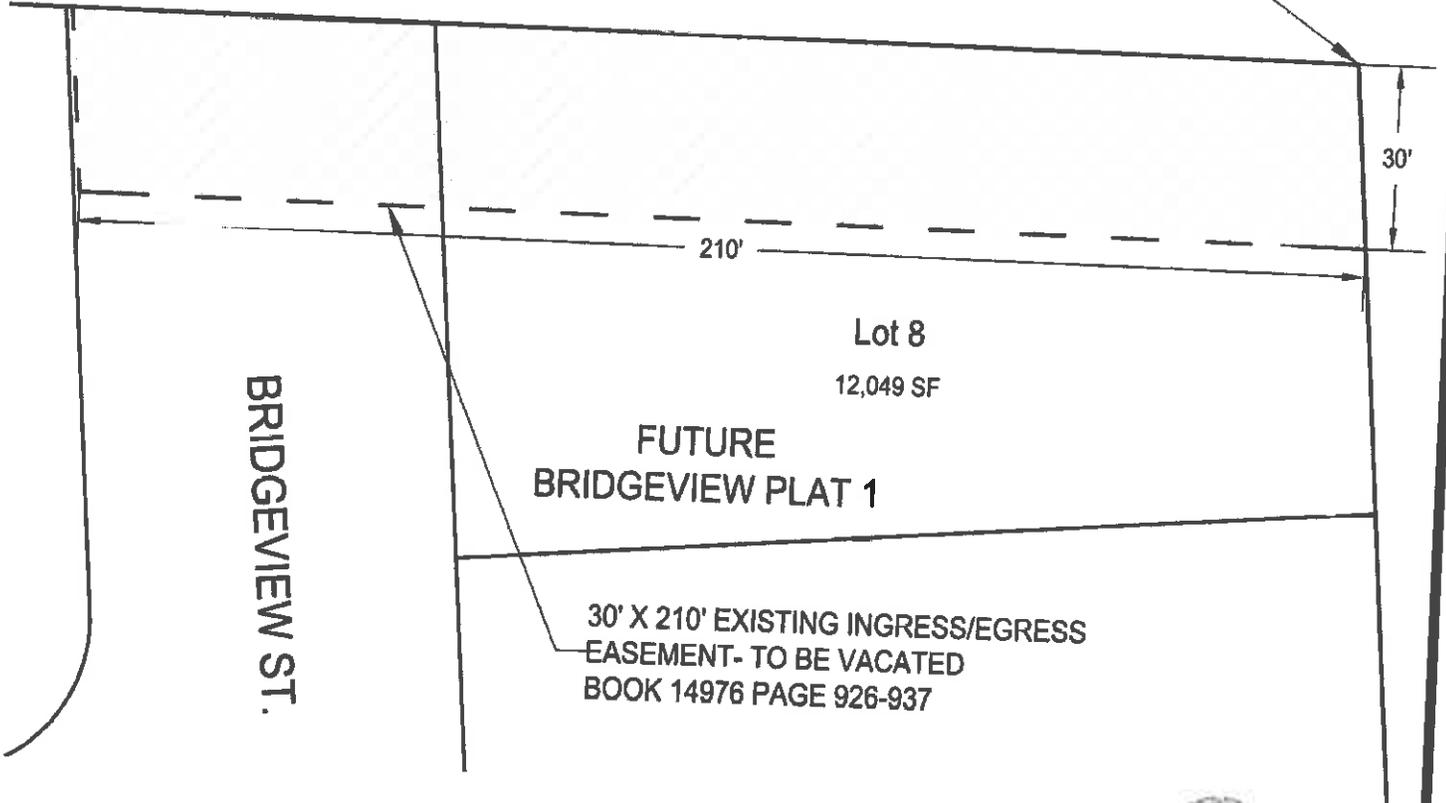
Prior to approval of the Final Plat, the following existing easements will need to be vacated so they do not unnecessarily encumber lots within this subdivision.

1. Ingress/Egress Easement on the north 30 feet of Lot 8 of Bridgeview Plat 1: to be vacated since Davis Street was not constructed.
2. Storm Sewer and Drainage Easement on Lots 6 & 7 of Bridgeview Plat 1: to be vacated and replaced with a narrower easement since the storm sewer was extended through the plat.
3. Ingress/Egress Easement in Edgewater Drive right-of-way, south of Lot 1 of Bridgeview Plat 1: to be vacated since the right-of-way will be dedicated to the City as part of Lot B of Bridgeview Plat 1.
4. Ingress/Egress Easement in Edgewater Drive right-of-way, on adjacent Polk City Ventures property: to be vacated since the right-of-way will be dedicated to the City as part of Lot B of Bridgeview Plat 1.

At this time, we recommend Council proceed with holding a public hearing regarding the future vacation of the above mentioned easements. Once the public improvement associated with Bridgeview Plat 1 have been accepted by City Council, we will be in a position make a recommendation regarding the vacation of said easements.

# INGRESS/EGRESS EASEMENT VACATION EXHIBIT

NE COR, LOT 2  
POLK CITY VENTURE-FINAL PLAT



NORTH



(IN FEET)

1 inch = 30 ft.

## LEGAL DESCRIPTION

AN EXISTING INGRESS/EGRESS EASEMENT TO BE VACATED RECORDED IN POLK COUNTY RECORDS AT BOOK 14976 PAGE 926-937 BEING A PART OF THE NORTH 30 FEET OF THE EAST 210 FEET OF LOT 2 OF POLK CITY VENTURE FINAL PLAT, AN OFFICIAL PLAT INCLUDED IN AND FORMING PART OF THE CITY OF POLK CITY, POLK COUNTY, IOWA.

LEGEND	
— — — — —	PROPERTY LINE
- - - - -	SECTION LINE
- - - - -	ROW LINE
[ Dashed Box ]	EASEMENT VACATION AREA



**McCLURE**™  
ENGINEERING CO.  
building strong communities.

1360 NW 121st Street  
Clive, Iowa 50325  
515-964-1229  
fax 515-964-2370

NOTICE  
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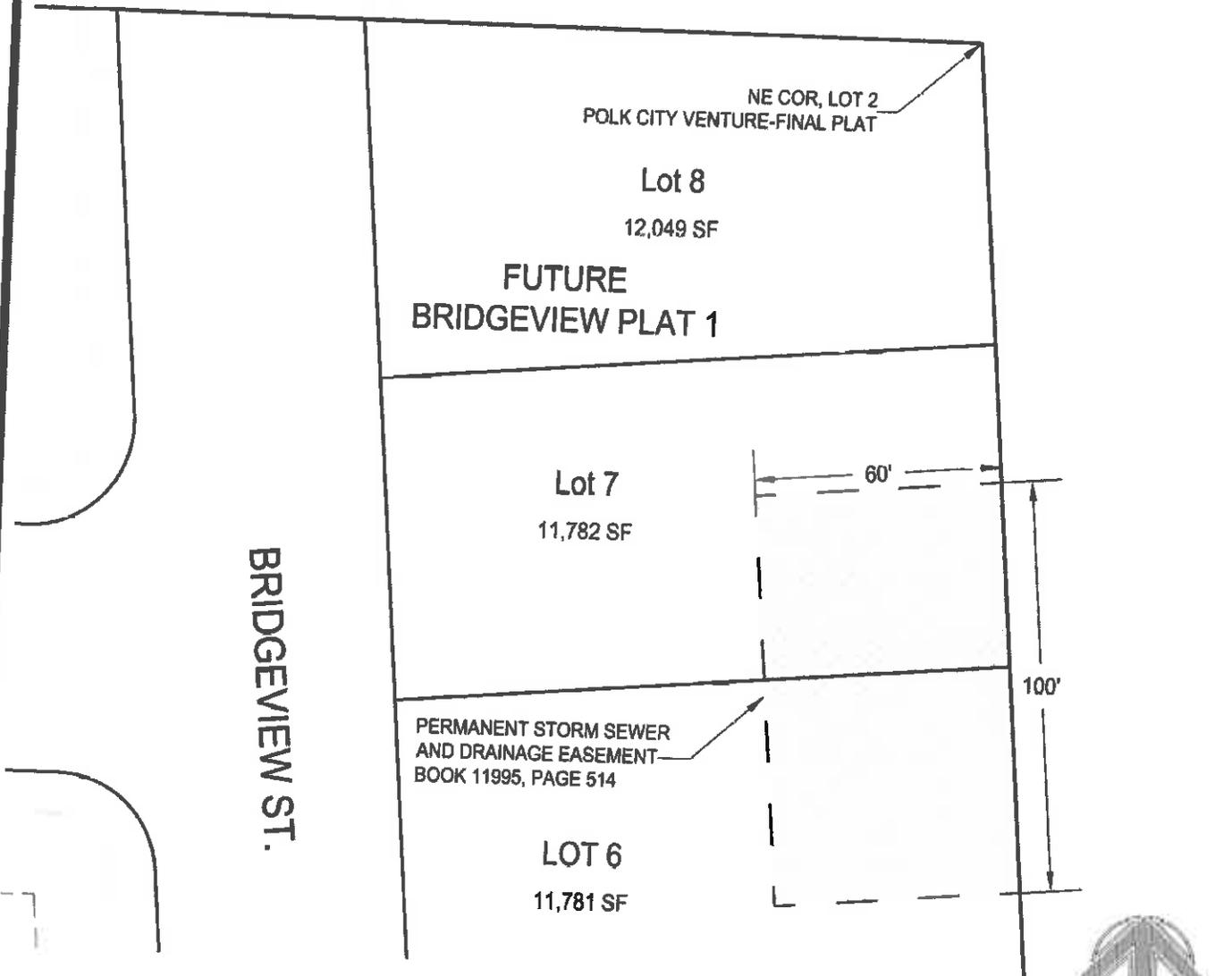
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**BRIDGEVIEW  
VACATION  
EASEMENT EXHIBIT**

POLK CITY, IOWA  
2213019  
05/21/2012

REVISIONS	
DRAWN BY C. SCHARBUCH	DRAWN BY C. CARLETON
CHECKED BY B. GEATER	FIELD BOOK NO.
SECTION NO. EXH-01	REFERENCE SHEET 01

# STORM SEWER AND DRAINAGE EASEMENT VACATION EXHIBIT



NORTH



(IN FEET)

1 inch = 40 ft.

## LEGAL DESCRIPTION

AN EXISTING PERMANENT STORM SEWER AND DRAINAGE EASEMENT TO BE VACATED RECORDED IN POLK COUNTY RECORDS AT BOOK 11995 PAGE 514 BEING A PART OF LOT 2 OF POLK CITY VENTURE FINAL PLAT, AN OFFICIAL PLAT INCLUDED IN AND FORMING PART OF THE CITY OF POLK CITY, POLK COUNTY, IOWA.

## LEGEND

	PROPERTY LINE
	SECTION LINE
	ROW LINE
	EASEMENT VACATION AREA



**McCLURE**<sup>TM</sup>  
ENGINEERING CO.

1360 NW 121st Street  
Clive, Iowa 50328  
515-964-1229  
fax 515-964-2370

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## BRIDGEVIEW VACATION EXHIBIT

POLK CITY, IOWA

2213019

05/21/2015

### REVISIONS

DESIGNED BY C. SCHAFFBUCH	DRAWN BY C. CARLETON
CHECKED BY B. GEATER	FIELD BOOK NO.
SECTION NO. EXH-02	SUPPLEMENT SHEET 01

building strong communities

# INGRESS/EGRESS EASEMENT VACATION EXHIBIT

BRIDGEVIEW ST.

FUTURE  
BRIDGEVIEW PLAT 1      Lot 1  
14,080 SF

30' X 210' INGRESS/EGRESS EASEMENT  
BOOK 14976 PAGE 926-937

LOT "B"  
6,300 SF

210'

30'



NORTH



(IN FEET)

1 inch = 30 ft.

## LEGAL DESCRIPTION

BEING THE NORTH 30 FEET OF AN EXISTING INGRESS/EGRESS EASEMENT TO BE VACATED RECORDED IN POLK COUNTY RECORDS AT BOOK 14976 PAGE 926-937 BEING A PART OF THE SOUTH 30 FEET OF THE EAST 210 FEET OF LOT 2 OF POLK CITY VENTURE FINAL PLAT, AN OFFICIAL PLAT INCLUDED IN AND FORMING PART OF THE CITY OF POLK CITY, POLK COUNTY, IOWA.

### LEGEND

	PROPERTY LINE
	SECTION LINE
	ROW LINE
	EASEMENT VACATION AREA



**McCLURE**™  
ENGINEERING & SURVEYING

1360 NW 121st Street  
Clive, Iowa 50326  
515-964-1229  
fax 515-964-2370

NOTICE  
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### BRIDGEVIEW VACATION EXHIBIT

POLK CITY, IOWA  
2213D19  
05/21/2015

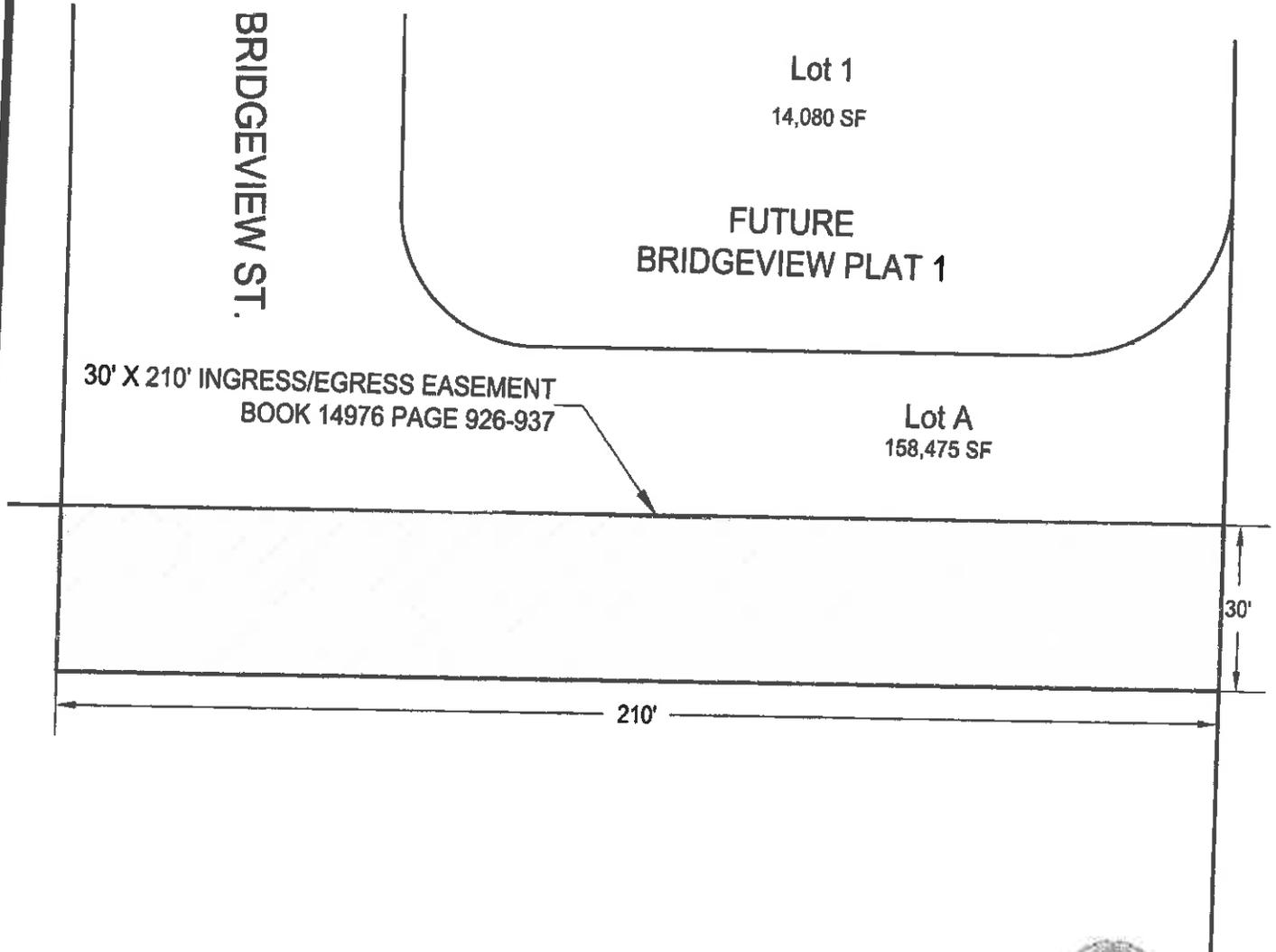
REVISIONS

<small>DESIGNED BY</small> C.SCHAUBUCH	<small>DRAWN BY</small> C. CARLETON
<small>CHECKED BY</small> B. GEATER	<small>FIELD BOOK NO.</small>
<small>REVISION NO.</small>	<small>APPROVED SHEET</small>

**EXH-03      01**

building strong communities.

# INGRESS/EGRESS EASEMENT VACATION EXHIBIT



## LEGAL DESCRIPTION

BEING THE SOUTH 30 FEET OF AN EXISTING INGRESS/EGRESS EASEMENT TO BE VACATED RECORDED IN POLK COUNTY RECORDS AT BOOK 14976 PAGE 926-937 BEING A PART OF THE NORTH 30 FEET OF THE EAST 210 FEET OF LOT 1 OF POLK CITY VENTURE FINAL PLAT, AN OFFICIAL PLAT INCLUDED IN AND FORMING PART OF THE CITY OF POLK CITY, POLK COUNTY, IOWA.

LEGEND	
	PROPERTY LINE
	SECTION LINE
	ROW LINE
	EASEMENT VACATION AREA

**McCLURE**<sup>INC.</sup>  
ENGINEERING  
building strong communities

1360 NW 12 1st Street  
Clive, Iowa 50325  
515-964-1229  
fax 515-964-2370

NOTICE  
McClure Engineering Company waives any and all responsibility and liability for problems which arise from failure to follow these Plans. Specifications need the engineering intent this means, in the problem which arise from failure to obtain and/or follow the engineer's guidance with respect to any errors, omissions, inconsistencies, ambiguities, or conflicts which are alleged.

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**BRIDGEVIEW  
VACATION  
EASEMENT EXHIBIT**

POLK CITY, IOWA  
2213019  
05/21/2015

**REVISIONS**

**OWNER** C. SCHAFBUCH  
**DRAWN BY** C. CARLTON

**CHECKED BY** B. GEATER  
**FIELD BOOK NO.**

**REVISION NO.** EXH-04  
**DRAWING NO.** 01

**RESOLUTION AUTHORIZING CONVEYANCE OF IMPROVMENTS,  
PROPERTY AND PERMANENT EASEMENTS  
TO THE DES MOINES METROPOLITAN  
WASTEWATER RECLAMATION AUTHORITY**

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

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

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

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

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

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

**WHEREAS**, Polk City and the WRA entered into a 28E Agreement for the Conveyance of Property Interests and Improvements and for the Grant of a Permanent Easement for the Operational Control and Maintenance of Equalization Basins, Pump Station, and Control Facilities  
Dated December 8, 2014; and

**WHEREAS**, Polk City is now required to undertake the statutory process for conveyance of the Project Improvements and of the Project Properties to the WRA.

**WHEREAS**, on December 8, 2014, by Resolution No.2014-114, it was duly resolved by this City Council that the proposed conveyance to the WRA by quit claim deed of all of the City of Polk City' right, title and interest in and to:

A part of Lot 9 of the Official Plat of the South  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  except 7 Acres in the Northeast corner of the same, and the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 6, Township 80 North, Range 24 West, also the West  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$ , and the North fractional  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of Section 7, Township 80 North, Range 24 West of the 5<sup>th</sup> P.M., in the City of Polk City, Polk County, Iowa and described as follows:

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

Polk City reserves an easement for sanitary sewer legal described as follows:

A PART OF THE ACQUISITION PLAT AS RECORDED IN BOOK 14259, PAGE 411 OF THE POLK COUNTY RECORDER'S OFFICE, AND BEING A PART OF LOT 9 OF THE OFFICIAL PLAT OF THE SOUTH  $\frac{1}{2}$  OF THE SOUTHEAST  $\frac{1}{4}$  EXCEPT 7 ACRES IN THE NORTHEAST CORNER OF THE SAME, AND THE SOUTHEAST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 6, TOWNSHIP 80 NORTH, RANGE 24 WEST, ALSO THE WEST  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$ , AND THE NORTH FRACTIONAL  $\frac{1}{2}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 7, TOWNSHIP 80 NORTH, RANGE 24 WEST OF 5TH P.M., IN THE CITY OF POLK CITY, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT "A", RED CEDAR PRAIRIE PLAT 1, BEING AN OFFICIAL PLAT; THENCE SOUTH  $89^{\circ}45'14''$  WEST ALONG THE SOUTH RIGHT-OF-WAY LINE OF NW 110TH AVENUE, 58.18 FEET; THENCE NORTH  $87^{\circ}50'07''$  WEST CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, 165.13 FEET TO THE NORTHEAST CORNER OF SAID ACQUISITION PLAT AND TO THE POINT OF BEGINNING; THENCE SOUTH  $02^{\circ}33'36''$  WEST ALONG THE EAST LINE OF SAID ACQUISITION PLAT, 30.00 FEET; THENCE NORTH  $87^{\circ}50'07''$  WEST, 163.37 FEET; THENCE SOUTH  $21^{\circ}55'16''$  EAST, 205.10 FEET TO THE SOUTH LINE OF SAID ACQUISITION PLAT; THENCE NORTH  $71^{\circ}46'13''$  WEST ALONG SAID SOUTH LINE, 26.52 FEET TO THE SOUTHWEST CORNER OF SAID ACQUISITION PLAT; THENCE NORTH  $21^{\circ}51'12''$  WEST ALONG THE WEST LINE OF SAID ACQUISITION PLAT, 229.80 FEET TO THE NORTHWEST CORNER OF SAID ACQUISITION PLAT; THENCE SOUTH  $87^{\circ}50'07''$  EAST ALONG THE NORTH LINE OF SAID ACQUISITION PLAT,

198.89 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.23 ACRES (9,816 S.F.).

Polk City reserves an easement for street right-of-way legally described as follows:

A PART OF THE ACQUISITION PLAT AS RECORDED IN BOOK 14259, PAGE 411 OF THE POLK COUNTY RECORDER'S OFFICE, AND BEING A PART OF LOT 9 OF THE OFFICIAL PLAT OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 EXCEPT 7 ACRES IN THE NORTHEAST CORNER OF THE SAME, AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 80 NORTH, RANGE 24 WEST, ALSO THE WEST 1/2 OF THE NORTHEAST 1/4, AND THE NORTH FRACTIONAL 1/2 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 80 NORTH, RANGE 24 WEST OF 5TH P.M., IN THE CITY OF POLK CITY, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT "A", RED CEDAR PRAIRIE PLAT 1, BEING AN OFFICIAL PLAT; THENCE SOUTH 89°45'14" WEST ALONG THE SOUTH RIGHT-OF-WAY LINE OF NW 110TH AVENUE, 58.18 FEET; THENCE NORTH 87°50'07" WEST CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE AND ALONG THE NORTH LINE OF SAID ACQUISITION PLAT, 334.02 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 35°09'20" WEST, 32.67 FEET TO THE WEST LINE OF SAID ACQUISITION PLAT; THENCE NORTH 21°51'12" WEST ALONG SAID WEST LINE, 30.00 FEET TO THE NORTHWEST CORNER OF SAID ACQUISITION PLAT; THENCE SOUTH 87°50'07" EAST ALONG THE NORTH LINE OF SAID ACQUISITION PLAT, 30.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 ACRES (411 S.F.).

That the proposed conveyance of all right, title and interest to the Permanent Slope Easement acquired by Polk County as part of the Rock Creek Interceptor Sewer, Phase 26, Segments 1-5 and recorded in Book 13829, Pages 965-969 of the Polk County Recorder's Office and conveyed to Polk City by Polk County as recorded in Book 14880, Pages 869-870 of the Polk County Recorder's Office and attached hereto as Exhibit 2.

That the proposed conveyance to the WRA by Permanent Easement for Operational Control and Maintenance Responsibilities of Equalization Basins, Pump Station and Control Facilities on property legally described as follows:

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

including the equipment described as:

- A. Pump Station
- B. Generator
- C. Electrical Control Building
- D. Force mains and lines to Equalization Basin
- E. Equalization Basins, intake structures and manholes
- F. Outlet Lines from Equalization Basins
- G. Flow Meter Manholes
- H. Electrical lines and control lines necessary for operation of pump station, equalization basins, flow meters, generator and intake structures
- I. All appurtenances necessary and directly related to items (A) through (H) and the use of the above equipment as a conveyance, holding and diversion of wastewater.

That the proposed conveyance to the WRA by permanent easement of all right, title and interest or to:

existing sanitary sewer and related facilities constructed within the public right-of-way of NW 110<sup>th</sup> Avenue or South 14<sup>th</sup> Street for the Rock Creek Interceptor Sewer, Phase 26, Segments 1-5 described in Exhibit PE-3

be set down for hearing on July 13, 2015 at 6:30 p.m., in the City Council Chambers, City Hall, 112 3<sup>rd</sup> Street, Polk City, Iowa; and

WHEREAS, due notice of said proposal to convey said facilities and property interests was given as provided by law, setting forth the time and place for hearing on said proposal; and

WHEREAS, in accordance with City Council direction, those interested in this proposed conveyance, both for and against, have been given an opportunity to be heard with respect thereto and have presented their views to the City Council.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Polk City, Iowa:

1. Upon due consideration of the facts and the statements of interested persons, if any, all objections to the proposed conveyance of said property interests are hereby overruled and the hearing is closed.
2. That the conveyance to the WRA by quit claim deed of all of Polk City' right, title and interest in and to:

A part of Lot 9 of the Official Plat of the South  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  except 7 Acres in the Northeast corner of the same, and the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 6, Township 80 North, Range 24 West, also the West  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$ , and the North fractional  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of Section 7, Township 80 North, Range 24 West of the 5<sup>th</sup> P.M., in the City of Polk City, Polk County, Iowa and described as follows:

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

Subject to an easement for sanitary sewer legally described as follows:

A PART OF THE ACQUISITION PLAT AS RECORDED IN BOOK 14259, PAGE 411 OF THE POLK COUNTY RECORDER'S OFFICE, AND BEING A PART OF LOT 9 OF THE OFFICIAL PLAT OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 EXCEPT 7 ACRES IN THE NORTHEAST CORNER OF THE SAME, AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 80 NORTH, RANGE 24 WEST, ALSO THE WEST 1/2 OF THE NORTHEAST 1/4, AND THE NORTH FRACTIONAL 1/2 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 80 NORTH, RANGE 24 WEST OF 5TH P.M., IN THE CITY OF POLK CITY, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT "A", RED CEDAR PRAIRIE PLAT 1, BEING AN OFFICIAL PLAT; THENCE SOUTH 89°45'14" WEST ALONG THE SOUTH RIGHT-OF-WAY LINE OF NW 110TH AVENUE, 58.18 FEET; THENCE NORTH 87°50'07" WEST CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, 165.13 FEET TO THE NORTHEAST CORNER OF SAID ACQUISITION PLAT AND TO THE POINT OF BEGINNING; THENCE SOUTH 02°33'36" WEST ALONG THE EAST LINE OF SAID ACQUISITION PLAT, 30.00 FEET; THENCE NORTH 87°50'07" WEST, 163.37 FEET; THENCE SOUTH 21°55'16" EAST, 205.10 FEET TO THE SOUTH LINE OF SAID ACQUISITION PLAT; THENCE NORTH 71°46'13" WEST ALONG SAID SOUTH LINE, 26.52 FEET TO THE SOUTHWEST CORNER OF SAID ACQUISITION PLAT; THENCE NORTH 21°51'12" WEST ALONG THE WEST LINE OF SAID ACQUISITION PLAT, 229.80 FEET TO THE NORTHWEST CORNER OF SAID ACQUISITION PLAT; THENCE SOUTH 87°50'07" EAST ALONG THE NORTH LINE OF SAID ACQUISITION PLAT, 198.89 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.23 ACRES (9,816 S.F.).

Subject to an easement for street right-of-way legally described as follows:

A PART OF THE ACQUISITION PLAT AS RECORDED IN BOOK 14259, PAGE 411 OF THE POLK COUNTY RECORDER'S OFFICE, AND BEING A

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And the conveyance of all right, title and interest to the Permanent Slope Easement acquired by Polk County as part of the Rock Creek Interceptor Sewer, Phase 26, Segments 1-5 and recorded in Book 13829, Pages 965-969 of the Polk County Recorder's Office and conveyed to Polk City by Polk County as recorded in Book 14880, Pages 869-870 of the Polk County Recorder's Office and attached hereto as Exhibit 2.

be and is hereby approved.

3. That the conveyance to the WRA by Permanent Easement for Equalization Basins, Pump Station and Control Facilities on property legally described as follows:

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

and the equipment described as:

- A. Pump Station
- B. Generator
- C. Electrical Control Building

- D. Force mains and lines to Equalization Basin
- E. Equalization Basins, intake structures and manholes
- F. Outlet Lines from Equalization Basins
- G. Flow Meter Manholes
- FL Electrical lines and control lines necessary for operation of pump station, equalization basins, flow meters, generator and intake structures
- I. All appurtenances necessary and directly related to items (A) through (H) and the use of the above equipment as a conveyance, holding and diversion of wastewater.

be and is hereby approved.

4. That the conveyance to the WRA by permanent easement of all of Polk City's right, title and interest in and to:

- (a) existing sanitary sewer and related facilities constructed within the public right-of-way of NW 110<sup>th</sup> Avenue and south 14<sup>th</sup> Street for the Rock Creek Interceptor Sewer, Phase 26, Segments 1-5 Project, described in Exhibit PE-3 hereto.

be and is hereby approved.

5. The Mayor and City Clerk are hereby authorized and directed to execute and attest, respectively, the quit claim deed and permanent easement for the conveyances identified above.

6. The City Clerk is authorized and directed to forward the original of said quit claim deed and permanent easement, together with a certified copy of this resolution and of the affidavit of publication of the notice of this hearing, to the WRA Director for the purpose of recording said documents when the WRA is ready to accept the property interests and improvements.

**PASSED AND APPROVED** this 8th day of June, 2015.

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

ATTEST:

\_\_\_\_\_  
Jennifer Ratchiff, City Clerk

## ATTACHMENT 1

### EXAMPLE OF ENDORSEMENT LANGUAGE

#### GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy does not waive any of the defenses of governmental immunity available to the Des Moines Metropolitan Wastewater Reclamation Authority (WRA) under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The WRA shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the WRA.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the WRA under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the WRA.
5. No Other Change in Policy. The insurance carrier and the WRA agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

#### CANCELLATION AND MATERIAL CHANGES ENDORSEMENT

Thirty (30) days Advance Written Notice of Cancellation, forty-five (45) days Advance Written Notification of Non-Renewal and ten (10) days written notice of non-payment of premium shall be sent to: Des Moines Metropolitan Wastewater Reclamation Authority, Attn: WRA Director, 3000 Vandalia Road, Des Moines, Iowa 50317. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.

## ATTACHMENT 2

### DES MOINES METROPOLITAN WASTEWATER AUTHORITY STANDARD – MAJOR

#### INSURANCE & INDEMNIFICATION REQUIREMENTS

For purposes of this Attachment and all provisions included herein, the term "Contractor" means and includes the Contractor, its officers, agents, employees, subcontractors and others under the control of Contractor. The term "WRA" means the Des Moines Metropolitan Wastewater Reclamation Authority. The term "CITY" means the City of Des Moines, Iowa. The terms WRA and CITY include their elected and appointed officials, and their agents, employees and volunteers.

#### 1. GENERAL

The Contractor shall purchase and maintain insurance to protect (1) the Contractor, (2) the Des Moines Metropolitan Wastewater Reclamation Authority (WRA) and (3) the City of Des Moines, Iowa (CITY) throughout the duration of the Agreement. Said insurance shall be provided by insurance companies "admitted" or "nonadmitted" to do business in the State of Iowa having no less than an A. M. Best Rating of "B+." All policies shall be written on an occurrence basis and in form and amounts satisfactory to the WRA and CITY. Certificates of Insurance confirming adequate insurance coverage shall be submitted to the WRA and CITY prior to Agreement execution or commencement of work and/or services.

#### 2. INSURANCE REQUIREMENTS

A. WORKER'S COMPENSATION & EMPLOYER'S LIABILITY INSURANCE: The Contractor shall procure and maintain Worker's Compensation Insurance, including Employer's Liability Coverage, both written with State of Iowa statutory limits. ***Waiver of Subrogation in favor of the WRA and CITY is required.***

B. COMMERCIAL GENERAL LIABILITY INSURANCE: The Contractor shall procure and maintain Commercial General Liability insurance on an occurrence basis with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit covering Personal Injury, Bodily Injury and Property Damage. Coverage shall include: (a) Contractual Liability, (b) Premises and Operations, (c) Products and Completed Operations, (d) Independent Contractors Coverage, (e) Personal and Advertising Injury and (f) Explosion, Collapse and Underground- XCU (when applicable). ***Waiver of Subrogation in favor of the WRA and CITY is required.***

Coverage shall be no less comprehensive and no more restrictive than the coverage provided by ISO standard Commercial General Liability Policy form ISO CG 0001 including standard exclusions or a non-ISO equivalent form.

C. AUTOMOBILE LIABILITY INSURANCE: The Contractor shall procure and maintain Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence combined single limit covering Bodily Injury and Property Damage. Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles,

coverage is required on non-owned and hired vehicles. Policy shall include Contractual Liability coverage. ***Waiver of Subrogation in favor of the WRA and CITY is required.***

- D. **UMBRELLA/EXCESS LIABILITY INSURANCE:** The General Liability and Automobile Liability Insurance requirements above may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies. ***Waiver of Subrogation in favor of the WRA and CITY is required.***
- E. **ADDITIONAL INSURED ENDORSEMENT:** The General Liability Insurance policy shall include standard ISO endorsements CG 20 26 07 04 and CG 20 37 07 04 or their non-ISO equivalents. The Contractor's insurance shall be primary to that of the WRA and CITY and noncontributory to any other insurance or similar coverage available to the WRA or CITY whether the other available coverage is primary, contributing or excess.
- F. **GOVERNMENTAL IMMUNITY ENDORSEMENT:** The General Liability Insurance policy shall include the WRA and CITY Governmental Immunities Endorsement language as provided below. Standard ISO or insurance carrier "Waiver of Immunity" endorsements are not acceptable.

**DES MOINES METROPOLITAN WASTEWATER RECLAMATION  
AUTHORITY  
GOVERNMENTAL IMMUNITIES ENDORSEMENT**

1. **Nonwaiver of Government Immunity.** The insurance carrier expressly agrees and states that the purchase of this policy and the including of the Des Moines Metropolitan Wastewater Reclamation Authority and the City of Des Moines, Iowa as Additional Insureds does not waive any of the defenses of governmental immunity available to the Des Moines Metropolitan Wastewater Reclamation Authority or the City of Des Moines, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. **Claims Coverage.** The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. **Assertion of Government Immunity.** The Des Moines Metropolitan Wastewater Reclamation Authority and the City of Des Moines, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the Des Moines Metropolitan Reclamation Authority or the City of Des Moines, Iowa.
4. **Non-Denial of Coverage.** The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the Des Moines Metropolitan Wastewater Reclamation Authority or the City of Des Moines, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Des Moines Metropolitan Wastewater Reclamation Authority or the City of Des Moines, Iowa.

5. No Other Change in Policy. The insurance carrier, the Des Moines Metropolitan Wastewater Reclamation Authority and the City of Des Moines, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

G. CANCELLATION & NONRENEWAL NOTIFICATION ENDORSEMENT: The General Liability Insurance policy shall be endorsed to provide the WRA and CITY with no less than thirty (30) days Advance Written Notice of Cancellation, forty-five (45) days Advance Written Notification for Nonrenewal and ten (10) days Written Notification of Cancellation due to non-payment of premium. **Written notifications shall be sent to: Director, Des Moines Metropolitan Wastewater Reclamation Authority, 3000 Vandalia Rd, Des Moines, Iowa 50317.**

H. WAIVER OF SUBROGATION: To the fullest extent permitted by law, Contractor hereby releases the WRA and CITY, including its appointed officials, agents, employees and volunteers and others working on its behalf, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise for any loss without regard to the fault of the WRA or CITY or the type of loss involved including loss due to occupational injury. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this Agreement. The Contractor's policies of insurance shall contain either a policy provision or endorsement affirming the above stated release in favor of the WRA and CITY.

I. PROOF OF INSURANCE: The Contractor shall provide to the WRA and CITY Certificates of Insurance evidencing all insurance coverage as required in paragraphs A through H above utilizing the latest version of the ACORD form. The Certificate(s) of Insurance shall specify the Title of the Agreement under "Description of Operations/Locations/Vehicle/Special Items". A Copy of the (1) Additional Insured Endorsements, (2) Governmental Immunities Endorsement and (3) Cancellation and Nonrenewal Notification Endorsement shall be submitted with the Certificates of Insurance. **Mail Certificates of Insurance to: Director, Des Moines Metropolitan Wastewater Reclamation Authority, 3000 Vandalia Rd, Des Moines, Iowa 50317.**

J. AGENTS AND SUBCONTRACTORS: The Contractor shall require that any of its agents and subcontractors who perform work and/or services on behalf of the Contractor purchase and maintain the types of insurance customary for the services being provided.

### 3. INDEMNIFICATION REQUIREMENTS

To the fullest extent permitted by law, Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the WRA and CITY against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith including, but not limited to, attorneys' fees and court costs that may be asserted or claimed against, recovered from or suffered by the WRA or CITY by reason of any injury or loss including, but not limited to, personal injury; including bodily injury or death, property damage; including loss of use thereof, and economic damages that arise out of or are in any way connected or associated with Contractor's work.

Contractor's obligation to indemnify the WRA and CITY contained in this Agreement is not limited by the amount or type of damages, compensation or benefits payable under any workers' compensation acts, disability benefit acts, or other employee benefits acts.

The WRA and CITY shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by Contractor arising out of or in any way connected or associated with Contractor's work, except to the extent caused by or resulting from the negligence act of the WRA or CITY.

Contractor expressly assumes responsibility for any and all damage caused to WRA property arising out of or in any way connected or associated with Contractor's work.

Contractor shall ensure that its activities on WRA property will be performed and supervised by adequately trained and qualified personnel and Contractor will observe all applicable safety rules.

Exhibit A

Prepared by: Kathleen Vanderpool, City Legal Department, 400 Robert D. Ray Drive, Des Moines, IA (515) 283-4945  
Return to: Kathleen Vanderpool, City of Des Moines, 400 Robert D. Ray Drive, Des Moines, IA 50309-1891

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Project: Rock Creek Interceptor Sewer, Phase 26, Segments 1-5

Project Location:

Address

### PERMANENT EASEMENT

The City of Polk City, Iowa a municipal corporation, (hereinafter referred to as the "Grantor" or "City"), in consideration of \$1.00 and other good and valuable consideration in hand paid by the Des Moines Wastewater Reclamation Authority (hereinafter referred to as the "WRA") and in accordance with the Chapter 28E Agreement between Polk City, Iowa and the Des Moines Metropolitan Wastewater Reclamation Authority for the Conveyance of Property Interests and Improvements and for the Grant of Permanent Easement for Operational Control and Maintenance Responsibilities of the Equalization Basins, Pump Station and Control Facilities in Polk City does hereby convey unto the Des Moines Metropolitan Wastewater Reclamation Authority, a political subdivision organized and existing under Chapters 28E and 28F of the Iowa Code, a Permanent Easement under, over, through and across property described as:

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

for the purpose of the construction, reconstruction, repair, maintenance and operation of Equalization Basins, pump station and related equipment, the conveyance, holding and diversion of wastewater and the right to access to operate, maintain, repair, construct, reconstruct and enlarge the structures, facilities and related appurtenances listed as:

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

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

all as identified on Exhibit "PE-1"

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

1. **ERECTION OF STRUCTURES PROHIBITED.** Grantor shall not erect any structure over or within the Easement Area without obtaining the prior written approval of the WRA.
2. **OBSTRUCTIONS PROHIBITED.** Grantor shall not erect or cause to be placed on the Easement Area any structure, plantings, material, device, thing or matter which could possibly obstruct or impede the access through the Easement Area.
3. **CHANGE OF GRADE PROHIBITED.** Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the WRA.
4. **RIGHT OF ACCESS.** The WRA, its agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to remove any unauthorized plantings or structures placed or erected on the Easement Area. This right of access shall begin on the date that City executes this document.
5. **BLOWER BUILDING AND MANHOLES.** The Blower Building designated as C on Exhibit PE-1 shall remain under the responsibility and control of Grantor. The manholes designated as 1-4 on Exhibit PE-1 contain access to Polk City sanitary sewers and the Rock Creek Interceptor Sewer. The parties agree to equally share the expense of replacing or repairing the manholes when determined necessary. Grantor agrees to use the traveled access drive of the Permanent Easement to access the Blower Building and manholes which are shown on Exhibit PE-1.
6. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.
7. **ABANDONMENT OF FACILITIES; TERMINATION OF EASEMENT INTEREST.** In the event the WRA shall declare by resolution of the WRA, an abandonment of any portion of the facilities covered by this Easement, or shall discontinue use and maintenance thereof for a period in excess of two years, such facilities shall be deemed abandoned and this Easement shall terminate as to such facilities and as to the property upon which same are located. Such facilities may be abandoned in place with the mutual consent of the Grantor and WRA or the WRA shall take such actions with respect to such facilities as Grantor and the WRA mutually agree to at the WRA's expense.



accepted by the WRA Board 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 \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Tim Moerman, WRA Board Secretary



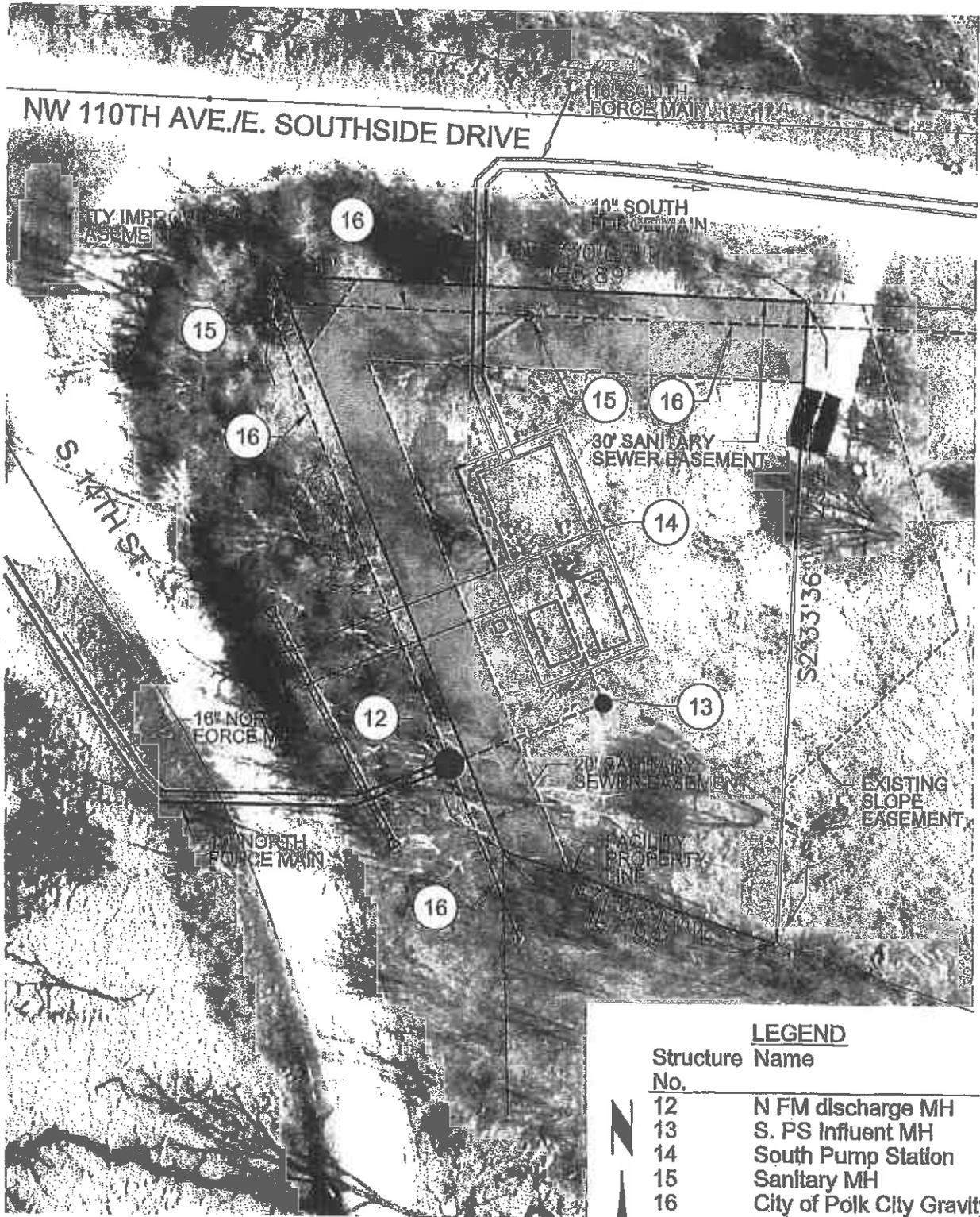
**Rock Creek Trunk Sewer Segment 5**  
**North Pump Station and Equalization Basin Legal Description**

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

### List of Equipment at North Rock Creek Pump Station

- A. Pump Station
- B. Generator
- C. Electrical Control Building
- D. Force mains and lines to Equalization Basin
- E. Equalization Basins, intake structures and manholes
- F. Outlet Lines from Equalization Basins
- G. Flow Meter Manholes
- H. Electrical lines and control lines necessary for operation of pump station, equalization basins, flow meters, generator and intake structures
- I. All appurtenances necessary and directly related to items (A) through (H) and the use of the above equipment as a conveyance, holding and diversion of wastewater.

10/27/2008 10:23:40 AM L:\Bentley\Drawings\Rock Creek Interceptor Sewer Segment 5.dwg  
 4/10/2008  
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**LEGEND**

Structure No.	Structure Name
12	N FM discharge MH
13	S. PS Influent MH
14	South Pump Station
15	Sanitary MH
16	City of Polk City Gravity Sanitary Sewers




  
 SCALE (FEET)



**SNYDER & ASSOCIATES**  
Engineers and Planners

**WRA FEE INTEREST  
SOUTH PUMP STATION  
ROCK CREEK INTERCEPTOR  
SEWER SEGMENT 5**

**Rock Creek Trunk Sewer Segment 5**  
**South Pump Station Legal Description**

A part of Lot 9 of the Official Plat of the South  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  except 7 Acres in the Northeast corner of the same, and the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 6, Township 80 North, Range 24 West, also the West  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$ , and the North fractional  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of Section 7, Township 80 North, Range 24 West of the 5<sup>th</sup> P.M., in the City of Polk City, Polk County, Iowa and described as follows:

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

Exhibit "B"

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Prepared by and return to: Kathleen Vanderpool, Legal Dept., City of Des Moines, 400 Robert D. Ray Drive,  
Des Moines, IA 50309 (515) 283-4130  
Address Tax Statements to: Des Moines Metropolitan Wastewater Reclamation Authority, 3000 Vandalia Road  
Project: Rock Creek Interceptor Sewer, Phase 26, Segments 1-5

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## QUIT CLAIM DEED

For consideration of \$1.00 and other valuable consideration in hand paid by the Des Moines Metropolitan Wastewater Reclamation Authority (WRA), receipt of which is hereby acknowledged and pursuant to the Agreement between Polk City, Iowa and the WRA for Conveyance of Property Interests and Improvements and for the Grant of Permanent Easement for Equalization Basins, Pump Facility and Control Facilities in Polk City, the City of Polk City, Iowa, a political subdivision organized and existing under the laws of the State of Iowa, and Grantor herein, does hereby Quitclaim to the WRA all its right, title and interest in and to the following real property interests, facilities and improvements, and necessary appurtenances thereto:

Fee simple interest in real property legally described as follows:

A part of Lot 9 of the Official Plat of the South  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  except 7 Acres in the Northeast corner of the same, and the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 6, Township 80 North, Range 24 West, also the West  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$ , and the North fractional  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of Section 7, Township 80 North, Range 24 West of the 5<sup>th</sup> P.M., in the City of Polk City, Polk County, Iowa and described as follows:

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

feet to said South Right-of-way line of NW 110<sup>th</sup> Avenue; thence South 87°50'07" East along said South Right-of-way line, 198.89 feet to the point of beginning and containing 0.77 acres (33,331 S.F.).

And as shown on Exhibit FE-1 and Exhibit 1 attached hereto and made a part hereof and as described in the Warranty Deed and plat of survey recorded in the office of the Polk County Recorder in Book 14602, Pages 411-415 and Book 14880, Pages 787-791.

Said fee title conveyance is subject to reservation of a Sanitary Sewer Easement by Polk City allowing Polk City to maintain and repair an existing sanitary sewer on the property legally described as follows:

A PART OF THE ACQUISITION PLAT AS RECORDED IN BOOK 14259, PAGE 411 OF THE POLK COUNTY RECORDER'S OFFICE, AND BEING A PART OF LOT 9 OF THE OFFICIAL PLAT OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 EXCEPT 7 ACRES IN THE NORTHEAST CORNER OF THE SAME, AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 80 NORTH, RANGE 24 WEST, ALSO THE WEST 1/2 OF THE NORTHEAST 1/4, AND THE NORTH FRACTIONAL 1/2 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 80 NORTH, RANGE 24 WEST OF 5TH P.M., IN THE CITY OF POLK CITY, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT "A", RED CEDAR PRAIRIE PLAT 1, BEING AN OFFICIAL PLAT; THENCE SOUTH 89°45'14" WEST ALONG THE SOUTH RIGHT-OF-WAY LINE OF NW 110TH AVENUE, 58.18 FEET; THENCE NORTH 87°50'07" WEST CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, 165.13 FEET TO THE NORTHEAST CORNER OF SAID ACQUISITION PLAT AND TO THE POINT OF BEGINNING; THENCE SOUTH 02°33'36" WEST ALONG THE EAST LINE OF SAID ACQUISITION PLAT, 30.00 FEET; THENCE NORTH 87°50'07" WEST, 163.37 FEET; THENCE SOUTH 21°55'16" EAST, 205.10 FEET TO THE SOUTH LINE OF SAID ACQUISITION PLAT; THENCE NORTH 71°46'13" WEST ALONG SAID SOUTH LINE, 26.52 FEET TO THE SOUTHWEST CORNER OF SAID ACQUISITION PLAT; THENCE NORTH 21°51'12" WEST ALONG THE WEST LINE OF SAID ACQUISITION PLAT, 229.80 FEET TO THE NORTHWEST CORNER OF SAID ACQUISITION PLAT; THENCE SOUTH 87°50'07" EAST ALONG THE NORTH LINE OF SAID ACQUISITION PLAT, 198.89 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.23 ACRES (9,816 S.F.).

Said fee title conveyance is subject to an easement for street improvements on the property legally described as follows:

A PART OF THE ACQUISITION PLAT AS RECORDED IN BOOK 14259, PAGE 411 OF THE POLK COUNTY RECORDER'S OFFICE, AND BEING A PART OF LOT 9 OF THE OFFICIAL PLAT OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 EXCEPT 7 ACRES IN THE NORTHEAST CORNER OF THE SAME, AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 80 NORTH, RANGE 24 WEST, ALSO THE WEST 1/2 OF THE NORTHEAST 1/4, AND THE NORTH FRACTIONAL 1/2 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 80 NORTH, RANGE 24 WEST OF 5TH P.M., IN THE CITY OF POLK CITY, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT "A", RED CEDAR PRAIRIE PLAT 1, BEING AN OFFICIAL PLAT; THENCE SOUTH 89°45'14" WEST ALONG THE SOUTH RIGHT-OF-WAY LINE OF NW 110TH AVENUE, 58.18 FEET; THENCE NORTH 87°50'07" WEST CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE AND ALONG THE NORTH LINE OF SAID ACQUISITION PLAT, 334.02 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 35°09'20" WEST, 32.67 FEET TO THE WEST LINE OF SAID ACQUISITION PLAT; THENCE NORTH 21°51'12" WEST ALONG SAID WEST LINE, 30.00 FEET TO THE NORTHWEST CORNER OF SAID ACQUISITION PLAT; THENCE SOUTH 87°50'07" EAST ALONG THE NORTH LINE OF SAID ACQUISITION PLAT, 30.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 ACRES (411 S.F.).

Polk City hereby quitclaims and convey all right, title and interest to the Permanent Slope Easement acquired by Polk County as part of the Rock Creek Interceptor Sewer, Phase 26, Segments 1-5 and recorded in Book 13829, Pages 965-969 of the Polk County Recorder's Office and conveyed to Polk City by Polk County as recorded in Book 14880, Pages 869-870 of the Polk County Recorder's Office and attached hereto as Exhibit 2.

Said facilities, property and Permanent Easement is being conveyed to the WRA in accordance with the Chapter 28E Agreement between Polk City, Iowa and the Des Moines Metropolitan Wastewater Reclamation Authority for the Conveyance of Property Interests and Improvements and for the Grant of a Permanent Easement for Operational Control and Maintenance of Equalization Basins, Pump Facility and Control Facilities.

Said facilities and properties are being acquired for public purposes and a Declaration of Value is not required. Iowa Code Section 428A.1(2011). This deed and transfer is exempt from

transfer tax as the grantor is a political subdivision of the State of Iowa. Iowa Code Section 428A.2(6)(2013).

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

Signed this 13<sup>th</sup> day of July, 2015

CITY OF POLK CITY, IOWA, GRANTOR

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

Attest:

\_\_\_\_\_  
Jennifer Ratcliff, City Clerk

State of Iowa

) ss

County of Polk

On this \_\_\_\_\_ day of \_\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jason Morse and Jennifer Ratcliff, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Polk City, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by the authority of its City Council, under Roll Call No. \_\_\_\_\_ of the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, and that Jason Morse and Jennifer Ratcliff acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation by it voluntarily executed.

Notary Public in and for the State of Iowa

I, Tim Moerman, Secretary of the Board of the Des Moines Metropolitan Wastewater Reclamation Authority, do hereby certify that the within and foregoing Quit Claim Deed was duly approved and accepted by the WRA Board 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 \_\_\_\_\_, 20

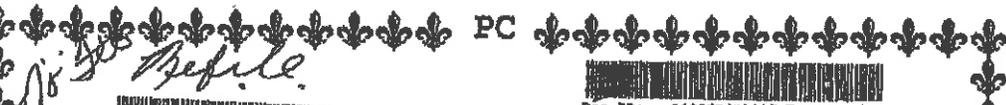
Tim Moerman, WRA Board Secretary



**Rock Creek Trunk Sewer Segment 5**  
**South Pump Station Legal Description**

A part of Lot 9 of the Official Plat of the South  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  except 7 Acres in the Northeast corner of the same, and the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 6, Township 80 North, Range 24 West, also the West  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$ , and the North fractional  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of Section 7, Township 80 North, Range 24 West of the 5<sup>th</sup> P.M., in the City of Polk City, Polk County, Iowa and described as follows:

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



*No file*

PC



Doc ID: 027807020006 Type: GEN  
Kind: DEED CORRECTED  
Recorded: 07/17/2013 at 03:02:40 PM  
Fee Amt: \$0.00 Page 1 of 5  
Polk County Iowa  
JULIE N. Haggerty RECORDER  
File# 2014-0006931

Doc ID: 026888190006 Type: GEN  
Kind: WARRANTY DEED  
Recorded: 01/04/2013 at 09:39:37 AM  
Fee Amt: \$0.00 Page 1 of 5  
Polk County Iowa  
JULIE N. Haggerty RECORDER  
File# 2013-00061088

BK 14602 PG 411-415

BK 14880 PG 787-791

Prepared by ~~Becky Dewey~~ Robert Rice, Polk County Public Works, 5885 NE 14<sup>th</sup> Street, Des Moines, IA 50313 975-5516  
Address Tax Statement; Polk County, 111 Court Avenue, Des Moines, Iowa 50309

WARRANTY DEED

For the consideration of 1.00 Dollar(s) and other valuable consideration, Polk County, Iowa, does hereby Convey to City of Polk City, in fee simple the following described real estate in Polk County, Iowa:

See Attached for legal description

GRANTOR, does hereby covenant with grantee, and its successors in interest, that grantor holds the real estate by title in fee simple subject only to utility, road and highway easements; The GRANTOR hereby covenants with the grantee, and successors in interest, that it holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; an it covenants to Warrant and Defend the real estate against the lawful claims of all persons, except as may be above stated.

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

Signed the 2<sup>nd</sup> day of JANUARY A.D. 2013

By Tom Hockensmith  
Chair, Polk County Board of Supervisors

Attest: Jamie Fitzgerald  
Auditor



STATE OF IOWA, COUNTY OF POLK, ss:

On this 2<sup>nd</sup> day of JANUARY, A.D., 2013, before me, REBECCA DEWEY, the undersigned, a Notary Public in and for POLK County, Iowa, personally appeared TOM HOCKENSMTIH and JAMIE FITZGERALD, to me personally known, who being by me duly sworn, did say they are the Chairperson and Auditor, respectively, of said Polk County; that the seal affixed thereto is the seal of said Polk County that said Instrument was signed (and sealed) on behalf of said Polk County by authority of its Board of Supervisors, and that the said TOM HOCKENSMTIH and JAMIE FITZGERALD as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said Polk County, by it and by them voluntarily executed.

Rebecca Dewey  
Notary Public



2/1/14  
My Commission Expires

\*\*BEING RE-RECORDED TO INCLUDE A RESOLUTION\*\*

RETURN TO:

AFTER RECORDING RETURN  
TO BECKY DEWEY,  
AUDITOR'S OFFICE



A PART OF LOT 9 OF THE OFFICIAL PLAT OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 EXCEPT 7 ACRES IN THE NORTHEAST CORNER OF THE SAME, AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 80 NORTH, RANGE 24 WEST, ALSO THE WEST 1/2 OF THE NORTHEAST 1/4, AND THE NORTH FRACTIONAL 1/2 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 80 NORTH, RANGE 24 WEST OF 5<sup>TH</sup>. P.M., IN THE CITY OF POLK CITY, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT "A", RED CEDAR PRAIRIE, BEING AN OFFICIAL PLAT; THENCE SOUTH 89°45'14" WEST ALONG THE SOUTH RIGHT-OF-WAY LINE OF NW 110TH AVENUE, 58.18 FEET; THENCE NORTH 87° 50'07" WEST CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, 165.13 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 2°33'36" WEST, 239.77 FEET; THENCE NORTH 71°46'13" WEST, 107.92 FEET TO THE EAST RIGHT-OF-WAY LINE OF NW 55TH STREET; THENCE NORTH 21° 51'12" WEST ALONG SAID EAST RIGHT-OF-WAY LINE, 229.80 FEET TO SAID SOUTH RIGHT-OF-WAY LINE OF NW 110TH AVENUE; THENCE SOUTH 87°50'07" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, 198.89 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.77 ACRES (33,331 S.F.).

PREPARED BY: ERIN D. GRIFFIN, SNYDER & ASSOCIATES, INC., 2727 SW SNYDER BLVD, ANKENY, IA 50023 (515)984-2020

RETURN TO: ERIN D. GRIFFIN, SNYDER & ASSOCIATES, INC., 2727 SW SNYDER BLVD, ANKENY, IA 50023 (515)984-2020

## ACQUISITION PLAT

### SANITARY SEWER ACQUISITION DESCRIPTION:

A PART OF LOT 9 OF THE OFFICIAL PLAT OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 EXCEPT 7 ACRES IN THE NORTHEAST CORNER OF THE SAME, AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 80 NORTH, RANGE 24 WEST, ALSO THE WEST 1/2 OF THE NORTHEAST 1/4, AND THE NORTH FRACTIONAL 1/2 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 80 NORTH, RANGE 24 WEST OF 5TH P.M., IN THE CITY OF POLK CITY, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT "A", RED CEDAR PRAIRIE, BEING AN OFFICIAL PLAT; THENCE SOUTH 89°45'14" WEST ALONG THE SOUTH RIGHT-OF-WAY LINE OF NW 110TH AVENUE, 58.18 FEET; THENCE NORTH 87°50'07" WEST CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, 165.13 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 2°33'36" WEST, 239.77 FEET; THENCE NORTH 71°46'13" WEST, 107.92 FEET TO THE EAST RIGHT-OF-WAY LINE OF NW 55TH STREET; THENCE NORTH 21°51'12" WEST ALONG SAID EAST RIGHT-OF-WAY LINE, 229.80 FEET TO SAID SOUTH RIGHT-OF-WAY LINE OF NW 110TH AVENUE; THENCE SOUTH 87°50'07" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, 198.89 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.77 ACRES (33,331 S.F.).

### OWNER/ADDRESS

LARRY J. AND DIANE K. HANDLEY  
5150 NW 110TH AVE.  
POLK CITY, IA 50226

### DATE OF SURVEY

JUNE 2010

### LEGEND

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar, Yellow Cap #19710 (Unless Otherwise Noted)	●	○
ROW Marker	■	□
ROW Nail	✕	+
Calculated Point		
Bench Mark	⊙	
Plotted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Minimum Protection Elevation	MPE	
Centerline	-----	
Section Line	-----	
1/4 Section Line	-----	
1/4 1/4 Section Line	-----	
Easement Line	-----	

Revised: 1-07-2011



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed land surveyor under the laws of the State of Iowa.

*Erin D. Griffin* 1/20/11  
Erin D. Griffin, ILS  
Date

License Number 19710

My License Renewal Date is December 31, 2011

Pages or sheets covered by this seal:  
Sheets 1 and 2

**POLK COUNTY - ROCK CREEK TRUNK SEWER**

**PARCEL 35 - LARRY J AND DIANE K. HANDLEY**

SHEET 1 OF 2

PN: 1070080D

RAM: EDG

DATE: 7/16/10

TECH: JCC



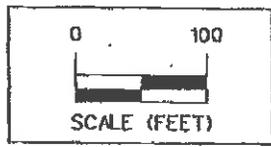
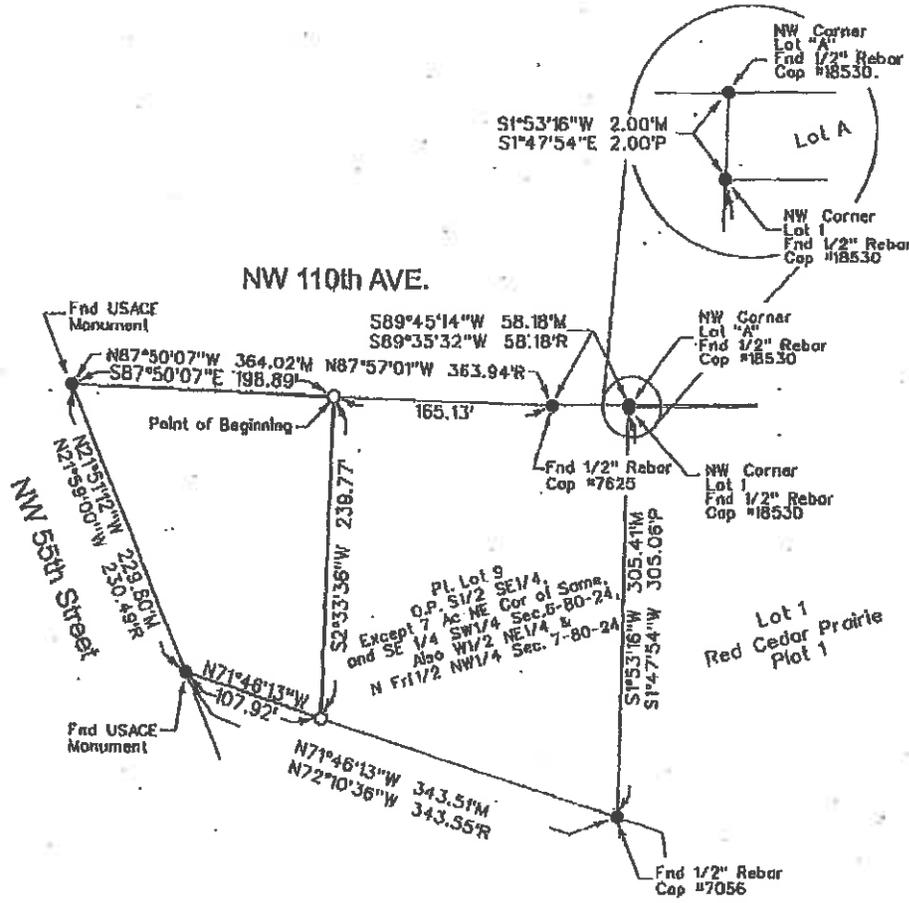
**SNYDER & ASSOCIATES**

Engineers and Planners

2727 S.W. SNYDER BLVD.  
ANKENY, IA 50023 (515) 984-2020

Book: 14880 Page: 787 File Number: 2014-0005911-Seq: 5

# ACQUISITION PLAT



<b>POLK COUNTY - ROCK CREEK TRUNK SEWER</b>		SHEET 2 OF 2
<b>PARCEL 35 - LARRY J. AND DIANE. K HANDLEY</b>		PN: 1070088D
 <b>SNYDER &amp; ASSOCIATES</b> Engineers and Planners 2727 S.W. SNYDER BLVD. ANKENY, IA 50023 (515) 964-2020	PM: EDG	
	DATE: 7/16/10	
	TECH: JCC	

Res. No 106-13  
July 16, 2013

RESOLUTION

Moved by Mauro, Seconded by VanOort that the following resolution be adopted:

WHEREAS, construction of the Rock Creek Trunk Sewer Project Segments 4 and 5 are included in the approved Fiscal Year 2011/2012 Polk County Five (5) year (2011-2016) Capital Improvements Program; and

WHEREAS, Resolution Number 44-11, dated April 19, 2011, approved Polk County's purchase of property and slope easement from Larry J. and Djane K. Handley in order to facilitate construction of the sanitary sewer pumping station associated with the Rock Creek Trunk Sewer Project; and

WHEREAS, after construction is complete, said sanitary sewer pumping station will be owned and operated by the City of Polk City as part of the City's sanitary sewer system and requires the transfer of the aforementioned property and slope easement obtained by Polk County to the City of Polk City.

NOW, THEREFORE, BE IT RESOLVED that the Polk County Board of Supervisors approves the transfer of attached property and easement to the City of Polk City and authorizes the Chairperson to ratify the conveyance as shown by the attached warranty deed and execute the permanent easement on behalf of Polk County; and

BE IT FURTHER RESOLVED that the Polk County Board of Supervisors authorizes the Polk County Public Works Department to record all necessary documents and provide copies of all documents to the City of Polk City for their records.

POLK COUNTY BOARD OF SUPERVISORS:

Tom Hockensmith  
Chairperson

RECOMMENDED FOR APPROVAL:

Robert Rice  
Robert Rice, Director  
Polk County Public Works

APPROVED AS TO FORM:

David H. ...  
Assistant County Attorney

FISCAL IMPACT: None

ROLL CALL	Steve Van Oort	<del>Yes</del>	Nay
FOR ALLOWANCE	Robert Brownell	<del>Yes</del>	Nay
	Angela Connolly	<del>Yes</del>	Nay
	John F. Mauro	<del>Yes</del>	Nay
	Tom Hockensmith	<del>Yes</del>	Nay
ALLOWED BY VOTE	<u>Tom Hockensmith</u>	<del>Yes</del>	Nay <u>0</u>
	Above tabulation made by <u>ES</u>		
	CHAIRPERSON		

PC

*No 2013 Refile*



Doc ID: 027807090005 Type: GEN  
Kind: DEED CORRECTED  
Recorded: 07/17/2013 at 09:02:40 PM  
Fee Amt: \$0.00 Page 1 of 8  
Polk County Iowa  
JULIE H. HAGGERTY RECORDER  
File# 2014-0000811  
BK 14880 PG 787-791



Doc ID: 028868190005 Type: GEN  
Kind: WARRANTY DEED  
Recorded: 01/04/2013 at 08:39:37 AM  
Fee Amt: \$0.00 Page 1 of 8  
Polk County Iowa  
JULIE H. HAGGERTY RECORDER  
File# 2013-0008108  
BK 14602 PG 411-415

Prepared by ~~Robert Rice~~ Polk County Public Works, 1885 NE 14<sup>th</sup> Street, Des Moines, IA 50313 975-5516  
Address Tax Statement: Polk County, 111 Court Avenue, Des Moines, Iowa 50309

**WARRANTY DEED**

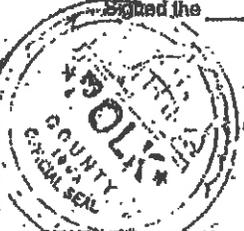
For the consideration of 1.00 Dollar(s) and other valuable consideration, Polk County, Iowa, does hereby Convey to City of Polk City, in fee simple the following described real estate in Polk County, Iowa:

See Attached for legal description

GRANTOR, does hereby covenant with grantee, and its successors in interest, that grantor holds the real estate by title in fee simple subject only to utility, road and highway easements; The GRANTOR hereby covenants with the grantee, and successors in interest, that it holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and it covenants to Warrant and Defend the real estate against the lawful claims of all persons, except as may be above stated.

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

Witnessed the 2<sup>ND</sup> day of JANUARY A.D. 2013



By Tom Hockensmith  
Chair, Polk County Board of Supervisors

Attest: Jamie Fitzgerald  
Auditor

STATE OF IOWA COUNTY OF POLK ss:

On this 2<sup>ND</sup> day of JANUARY, A.D., 2013, before me, REBECCA DEWEY the undersigned, a Notary Public in and for POLK County, Iowa, personally appeared TOM HOCKENSMTIH and JAMIE FITZGERALD, to me personally known, who being by me duly sworn, did say they are the Chairperson and Auditor, respectively, of said Polk County; that the seal affixed thereto is the seal of said Polk County that said instrument was signed (and sealed) on behalf of said Polk County by authority of its Board of Supervisors, and that the said TOM HOCKENSMTIH and JAMIE FITZGERALD as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said Polk County, by it and by them voluntarily executed.

Rebecca Dewey  
Notary Public



2/1/14  
My Commission Expires

**\*\*BEING RE-RECORDED TO INCLUDE A RESOLUTION\*\***

RETURN TO:

AFTER RECORDING RETURN  
TO BECKY DEWEY,  
AUDITOR'S OFFICE

A PART OF LOT 9 OF THE OFFICIAL PLAT OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 EXCEPT 7 ACRES IN THE NORTHEAST CORNER OF THE SAME, AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 80 NORTH, RANGE 24 WEST, ALSO THE WEST 1/2 OF THE NORTHEAST 1/4, AND THE NORTH FRACTIONAL 1/2 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 80 NORTH, RANGE 24 WEST OF 5<sup>TH</sup> P.M., IN THE CITY OF POLK CITY, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT "A", RED CEDAR PRAIRIE, BEING AN OFFICIAL PLAT; THENCE SOUTH 89°46'14" WEST ALONG THE SOUTH RIGHT-OF-WAY LINE OF NW 110TH AVENUE, 58.18 FEET; THENCE NORTH 87° 50'07" WEST CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, 165.13 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 2°33'36" WEST, 239.77 FEET; THENCE NORTH 71°46'13" WEST, 107.92 FEET TO THE EAST RIGHT-OF-WAY LINE OF NW 55TH STREET; THENCE NORTH 21° 51'12" WEST ALONG SAID EAST RIGHT-OF-WAY LINE, 229.80 FEET TO SAID SOUTH RIGHT-OF-WAY LINE OF NW 110TH AVENUE; THENCE SOUTH 87°50'07" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, 198.89 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.77 ACRES (33,331 S.F.).

PREPARED BY: ERIN D. GRIFFIN, SNYDER & ASSOCIATES, INC., 2727 SW SNYDER BLVD, ANKENY, IA 50023 (515)984-2020

RETURN TO: ERIN D. GRIFFIN, SNYDER & ASSOCIATES, INC., 2727 SW SNYDER BLVD, ANKENY, IA 50023 (515)984-2020

## ACQUISITION PLAT

**SANITARY SEWER ACQUISITION DESCRIPTION:**

A PART OF LOT 9 OF THE OFFICIAL PLAT OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 EXCEPT 7 ACRES IN THE NORTHEAST CORNER OF THE SAME, AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 80 NORTH, RANGE 24 WEST, ALSO THE WEST 1/2 OF THE NORTHEAST 1/4, AND THE NORTH FRACTIONAL 1/2 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 80 NORTH, RANGE 24 WEST OF 5TH P.M., IN THE CITY OF POLK CITY, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT "A", RED CEDAR PRAIRIE, BEING AN OFFICIAL PLAT; THENCE SOUTH 89°45'14" WEST ALONG THE SOUTH RIGHT-OF-WAY LINE OF NW 110TH AVENUE, 58.18 FEET; THENCE NORTH 87°50'07" WEST CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, 165.13 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 2°33'36" WEST, 239.77 FEET; THENCE NORTH 71°46'13" WEST, 107.92 FEET TO THE EAST RIGHT-OF-WAY LINE OF NW 55TH STREET; THENCE NORTH 21°51'12" WEST ALONG SAID RIGHT-OF-WAY LINE, 229.80 FEET TO SAID SOUTH RIGHT-OF-WAY LINE OF NW 110TH AVENUE; THENCE SOUTH 87°50'07" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, 198.89 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.77 ACRES (33,331 S.F.).

**OWNER/ADDRESS**

LARRY J. AND DIANE K. HANDLEY  
5150 NW 110TH AVE.  
POLK CITY, IA 50226

**DATE OF SURVEY**

JUNE 2010

**LEGEND**

Survey	Found	Set
Section Corner	▲	▲
1/2" Rebar, Yellow Cap #19710 (Unless Otherwise Noted)	●	○
ROW Marker	■	□
ROW Rod	≡	+
Calculated Point	○	
Bench Mark	P	
Pinned Distance	M	
Measured Bearing & Distance	R	
Recorded As	D	
Dead Distance	C	
Calculated Distance	MPE	
Minimum Protection Elevation		
Centerline		
Section Line		
1/4 Section Line		
1/4 1/4 Section Line		
Easement Line		

Revised: 1-07-2011



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

*Erin D. Griffin* 1/29/11  
Erin D. Griffin, P.E.

License Number 19710  
My License Renewal Date is December 31, 2011

Pages or sheets covered by this sheet:  
Sheets 1 and 2

**POLK COUNTY - ROCK CREEK TRUNK SEWER**

**PARCEL 35 - LARRY J AND DIANE K. HANDLEY**



**SNYDER & ASSOCIATES**  
Engineers and Planners

2727 S.W. SNYDER BLVD.  
ANKENY, IA 50023 (515) 984-2020

Book: 14888 Page: 787 File Number: 2014-00005911

SHEET 1 OF 2

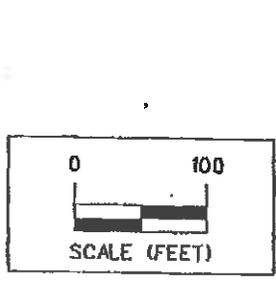
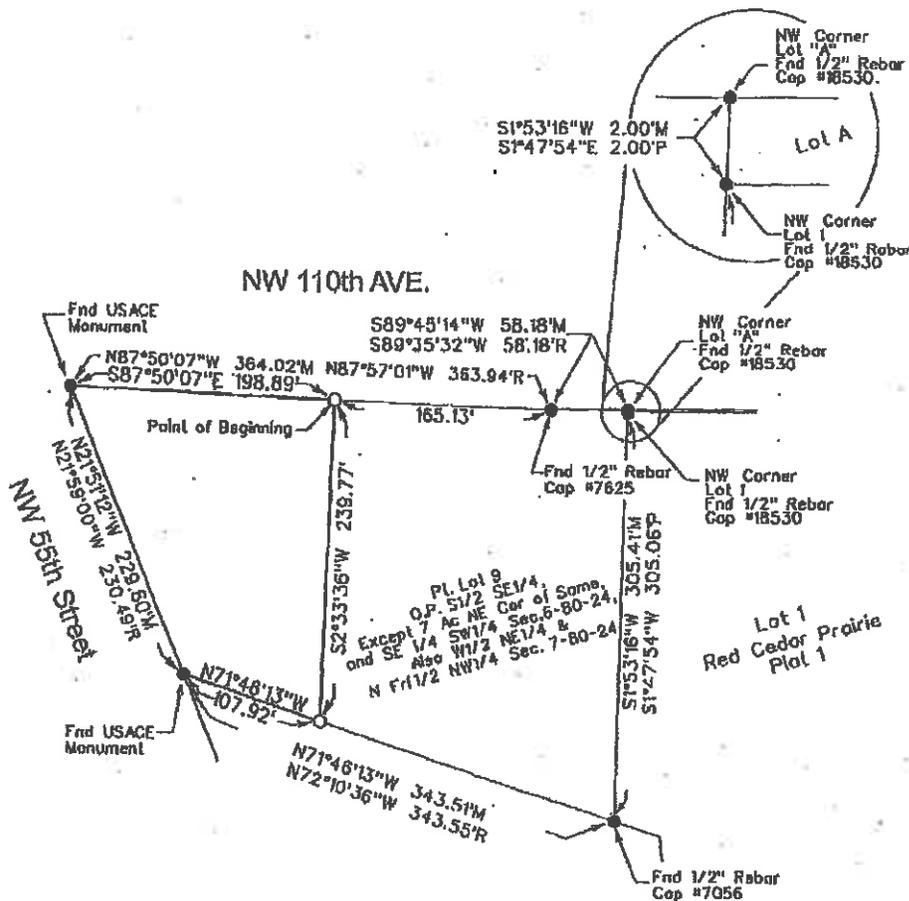
PN: 1070088D

PM: EDG

DATE: 7/15/10

TECH: JCC

# ACQUISITION PLAT



<b>POLK COUNTY - ROCK CREEK TRUNK SEWER</b>		SHEET 2 OF 2
<b>PARCEL 35 - LARRY J. AND DIANE. K HANDLEY</b>		P# 1070000
<b>SNYDER &amp; ASSOCIATES</b> Engineers and Planners 2727 S.W. SNYDER BLVD. ANKENY, IA 50023 (515) 984-2020	RM: EDG	
	DATE: 7/15/10	
	TECH: JCC	
Book: 14887 Page: 787 File Number: 2014-00005911 Set: 4		

Res. No 106-13  
July 16, 2013

RESOLUTION

Moved by Mauro, Seconded by VanOort that the following resolution be adopted:

WHEREAS, construction of the Rock Creek Trunk Sewer Project Segments 4 and 5 are included in the approved Fiscal Year 2011/2012 Polk County Five (5) year (2011-2016) Capital Improvements Program; and

WHEREAS, Resolution Number 44-11, dated April 19, 2011, approved Polk County's purchase of property and slope easement from Larry J. and Diane K. Handley in order to facilitate construction of the sanitary sewer pumping station associated with the Rock Creek Trunk Sewer Project; and

WHEREAS, after construction is complete, said sanitary sewer pumping station will be owned and operated by the City of Polk City as part of the City's sanitary sewer system and requires the transfer of the aforementioned property and slope easement obtained by Polk County to the City of Polk City.

NOW, THEREFORE, BE IT RESOLVED that the Polk County Board of Supervisors approves the transfer of attached property and easement to the City of Polk City and authorizes the Chairperson to ratify the conveyance as shown by the attached warranty deed and execute the permanent easement on behalf of Polk County; and

BE IT FURTHER RESOLVED that the Polk County Board of Supervisors authorizes the Polk County Public Works Department to record all necessary documents and provide copies of all documents to the City of Polk City for their records.

POLK COUNTY BOARD OF SUPERVISORS:

Tom Hockenmuth  
Chairperson

RECOMMENDED FOR APPROVAL:

Robert Rice  
Robert Rice, Director  
Polk County Public Works

APPROVED AS TO FORM:

Robert H. Adkins  
Assistant County Attorney

FISCAL IMPACT: None

ROLL CALL FOR ALLOWANCE

Steve Van Oort	<del>Yes</del>	Nay
Robert Brownell	Yes	<del>Nay</del>
Angela Connolly	Yes	Nay
John F. Mauro	Yes	Nay
Tom Hockenmuth	Yes	Nay

JUL 16 2013

ALLOWED BY VOTE Tom Hockenmuth  
Above tabulation made by ES  
CHAIRPERSON

PC

Previous book + page  
reference Bk 13829  
Pg 965

Doc ID: 027007820002 Type: GEN  
Kind: EASEMENT  
Recorded: 07/17/2013 at 08:42:16 PM  
Fee Amt: \$0.00 Page 1 of 2  
Revenue Tax: \$0.00  
Polk County Iowa  
JULIE K. HARGETY RECORDER  
File# 2014-00005924  
BK 14880 PG 869-870

Prepared by Robert Rice,  
Polk County Public Works Engineering Division, 5885 NE 14<sup>th</sup> Street, Des Moines, IA 50313, 286-3705  
Address Tax Statement; Polk County, 111 Court Avenue, Des Moines, Iowa 50309

PERMANENT EASEMENT

Know All Men by These Presents:

For the consideration of One Dollar(s) and other valuable consideration, paid by the City of Polk City, Iowa Polk County does hereby Convey all its right, title, interest, estate, claim and demand in the following described real estate, to the City of Polk City, a permanent slope easement included within the Rock Creek Trunk Sewer project across the following described premises situated in the County of Polk and State of Iowa, to-wit:

THE SLOPE EASEMENT DESCRIBED AS FOLLOWS:

A PART OF LOT 9 OF THE OFFICIAL PLAT OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 EXCEPT 7 ACRES IN THE NORTHEAST CORNER OF THE SAME, AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 80 NORTH, RANGE 24 WEST, ALSO THE WEST 1/2 OF THE NORTHEAST 1/4, AND THE NORTH FRACTIONAL 1/2 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 40 NORTH, RANGE 24 WEST OF 5TH P.M., IN THE CITY OF POLK CITY, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT "A", RED CEDAR PRAIRIE, BEING AN OFFICIAL PLAT; THENCE SOUTH 89°45'14" WEST ALONG THE SOUTH RIGHT-OF-WAY LINE OF NW 110TH AVENUE, 58.18 FEET; THENCE NORTH 87°50'07" WEST CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, 145.12 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 16°47'00" EAST, 126.00 FEET; THENCE SOUTH 47°11'06" WEST, 87.88 FEET; THENCE NORTH 2°33'36" EAST, 181.30 FEET TO SAID SOUTH RIGHT-OF-WAY LINE OF NW 110TH AVENUE; THENCE SOUTH 87°50'07" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, 20.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.16 ACRES (6,788 S.F.).

This easement and transfer is exempt from transfer tax. Iowa Code Sec. 428A.2(17). The undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the easement.

Signed this 16<sup>th</sup> day of JULY A.D. 2013

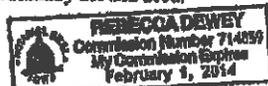


By Tom Hockensmith  
Chair, Polk County Board of Supervisors

Attest: Rebecca Dewey  
Polk County Auditor, I<sup>st</sup> Deputy

STATE OF IOWA, COUNTY OF POLK, ss:

On this 16<sup>th</sup> day of JULY, A.D. 2013, before me, Rebecca Dewey the undersigned, a Notary Public in and for Polk County, Iowa, personally appeared Tom Hockensmith and Ceri Wiederaender, to me known, who being by me duly sworn, did say they are the Chairperson and Auditor, respectively, of said Polk County; that the seal affixed thereto is the seal of said Polk County, that said instrument was signed and sealed on behalf of said Polk County by authority of its Board of Supervisors, and that the said Tom Hockensmith and Ceri Wiederaender as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said Polk County, by it and by them voluntarily executed, to be the person named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Rebecca Dewey  
Notary Public - State of Iowa

2-1-14  
My Commission Expires

RETURN TO:  
AFTER RECORDING RETURN  
TO BECKY DEWEY,  
AUDITOR'S OFFICE

Res. No 106-13  
July 16, 2013

RESOLUTION

Moved by Mauro, Seconded by Van Oort that the following resolution be adopted:

WHEREAS, construction of the Rock Creek Trunk Sewer Project Segments 4 and 5 are included in the approved Fiscal Year 2011/2012 Polk County Five (5) year (2011-2016) Capital Improvements Program; and

WHEREAS, Resolution Number 44-11, dated April 19, 2011, approved Polk County's purchase of property and slope easement from Larry J. and Diane K. Handley in order to facilitate construction of the sanitary sewer pumping station associated with the Rock Creek Trunk Sewer Project; and

WHEREAS, after construction is complete, said sanitary sewer pumping station will be owned and operated by the City of Polk City as part of the City's sanitary sewer system and requires the transfer of the aforementioned property and slope easement obtained by Polk County to the City of Polk City.

NOW, THEREFORE, BE IT RESOLVED that the Polk County Board of Supervisors approves the transfer of attached property and easement to the City of Polk City and authorizes the Chairperson to ratify the conveyance as shown by the attached warranty deed and execute the permanent easement on behalf of Polk County; and

BE IT FURTHER RESOLVED that the Polk County Board of Supervisors authorizes the Polk County Public Works Department to record all necessary documents and provide copies of all documents to the City of Polk City for their records.

POLK COUNTY BOARD OF SUPERVISORS:

Tom Hockenmuth  
Chairperson

RECOMMENDED FOR APPROVAL:

Robert Rice  
Robert Rice, Director  
Polk County Public Works

APPROVED AS TO FORM:

Robert H. Hill  
Assistant County Attorney

FISCAL IMPACT: None

ROLL CALL  
FOR ALLOWANCE

Steve Van Oort	<del>Yes</del>	Nay
Robert Brownell	Yes	<del>Nay</del>
Angela Connolly	Yes	<del>Nay</del>
John F. Mauro	Yes	<del>Nay</del>
Tom Hockenmuth	Yes	<del>Nay</del>

JUL 16 2013

ALLOWED BY VOTE

Tom Hockenmuth  
CHAIRPERSON

Yes 5 Nay 0  
Above tabulation made by BS

*Handwritten initials and scribbles*



Doc ID: 024657920008 Type: GEN  
Recorded: 04/20/2011 at 02:46:09 PM  
Fee Amt: \$0.00 Page 1 of 5  
Revenue Tax: \$0.00  
Polk County Iowa  
JULIE M. HAGGERTY RECORDER  
File# 2011-00076721

BK 13829 PG 965-969

Preparer Information: Karl Elliott, Polk County Public Works, 5835 NE 14<sup>th</sup> Street, Des Moines, IA 50313, 515-286-3705  
Polk County - Rock Creek Trunk Sewer Project

### PERMANENT EASEMENT CONVEYANCE

The undersigned Owner Larry J. Handley and Diane K. Handley, husband and wife, of the following described real estate: A part of Lots 8 & 9 of the Official Plat of the S1/2 of the SE1/4, except 7 acres in the Northeast corner of the same, and the SE1/4 of the SW1/4 of Section 6, Township 80 North, Range 24 West, also the W 1/2 of the NE 1/4, and the North Fractional 1/2 of the NW 1/4 of Section 7, Township 80 North, Range 24 West of the 5<sup>th</sup> P.M., and described as follows: Commencing at the Northwest corner of Lot 9 of said Official Plat, thence South 83°23'46" East along the Northerly line of said Lot 9, 141.04 feet to the Point of beginning; thence continuing South 83°23'46" East along said Northerly line 394.25 feet; thence North 89°35'32" East along the Northerly line of said Lot 8, 57.29 feet; thence 1°33'38" West 339.33 feet to a point being on the boundary line of Saylorville Reservoir; thence 72°10'36" West along said Boundary line 343.55 feet; thence North 21°59'00" West along said boundary line 300.86 feet to the point of beginning and containing 2.6324 acres (114.688 square feet) more or less and being subject to road right of way on the north side thereof and containing 0.4619 acres (20,122 square feet) more or less

for and in consideration of Ten Dollars & 00/100 (\$10.00), receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to Polk County, Iowa (Grantee), its successors and assigns the permanent right to construct, reconstruct, repair, alter, and maintain a slope easement across the above described real estate. Said permanent easement is described as follows:

See attached Easement Exhibit.

In consideration of the payment made, Grantor, for itself and its successors and assigns does hereby covenant and agree to the following terms and conditions:

1. Grantor shall not erect, construct, plant, or cause to be erected, constructed or planted, any walls, structures, trees, bushes or shrubs within the above described easement.
2. Grantor shall not grant, bargain, sell or otherwise convey any future or additional easements under, on, over, or through the above described easement without the express written permission of the Grantee.
3. Grantor reserves all right, title privileges and use of the above described easement except as stated herein or except such use as will be inconsistent with or abridge the rights granted hereby for a slope easement.

**RETURN TO:** Grantor shall not change the grade, elevation or contour of any part of the above described without first obtaining the express written permission of the Grantee.

**AFTER RECORDING RETURN TO BECKY DEWEY, AUDITOR'S OFFICE**

5. Grantee shall have the right to remove, without replacing, existing and future walls, structures, trees, shrubs, bushes, plantings or other obstacles, except fences, driveways or paved surfaces, located within the above described easement.
6. Grantee shall have the right to remove and if removed by Grantee, the duty to replace fences, driveways, parking lots, sidewalks and similar surfaces within the above described easement.
7. Grantee shall seed all existing grassed surfaces disturbed by Grantee.
8. Except as otherwise stated above, all surfaces disturbed or damaged by Grantee during the construction, reconstruction, repair, alteration, maintenance and operation of the sewer main shall be restored by the Grantee at its expense to the condition existing prior to such disturbances or damage.

In consideration of the payment made, Grantor, for itself and its successors and assigns does hereby covenant and agree to indemnify and save harmless Grantee, its successors and assigns from all loss, cost or liability which may at any time in the future arise or be imposed upon it in consequence of, or in any manner resulting from the possession and use of said real estate by the Grantor or its successors and assigns, excepting only loss, cost or liability resulting from the negligent acts or omissions of Grantee, its successors or assigns. This Easement Conveyance shall run with the land and shall be binding upon all parties hereto, their heirs, successors and assigns.

By [Signature]  
Larry V. Handley  
(Print Name)

By [Signature]  
Diane K Handley  
(Print Name)

**SELLER'S ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF Idaho  
COUNTY OF Blaine ss:

On this 14<sup>th</sup> day of March, A.D. 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Larry V. Handley and Diane K Handley

to me personally known  
or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/his authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



[Signature] (Sign in Ink)  
Amy J. Walter (Print Name)  
Notary Public in and for the State of IA

**CAPACITY CLAIMED BY SIGNER:**

- INDIVIDUAL
- CORPORATE  
Title(s) of Corporate Officer(s): \_\_\_\_\_
- Corporate Seal is affixed
- No Corporate Seal procured
- PARTNER(s):
- Limited Partnership
- General Partnership
- ATTORNEY-IN-FACT
- EXECUTOR(s) or TRUSTEE(s)
- GUARDIAN(s) or CONSERVATOR(s)
- OTHER:

**SIGNER IS REPRESENTING:**

List name(s) of entity (ies) or person(s)

Signed this 19<sup>th</sup> day of APRIL

A.D. 2011  
[Signature]  
Chairperson  
Polk County Board of Supervisors

PREPARED BY: ERIN D. GRIFFIN, SNYDER & ASSOCIATES, INC., 2727 SW SNYDER BLVD, ANKENY, IA 50023 (616)884-2020

RETURN TO: ERIN D. GRIFFIN, SNYDER & ASSOCIATES, INC., 2727 SW SNYDER BLVD, ANKENY, IA 50023 (616)884-2020

### EASEMENT EXHIBIT

**SLOPE EASEMENT DESCRIPTION:**

A PART OF LOT 9 OF THE OFFICIAL PLAT OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 EXCEPT 7 ACRES IN THE NORTHEAST CORNER OF THE SAME, AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 80 NORTH, RANGE 24 WEST, ALSO THE WEST 1/2 OF THE NORTHEAST 1/4, AND THE NORTH FRACTIONAL 1/2 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 80 NORTH, RANGE 24 WEST OF 5TH P.M., IN THE CITY OF POLK CITY, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT "A", RED CEDAR PRAIRIE, BEING AN OFFICIAL PLAT; THENCE SOUTH 89°45'14" WEST ALONG THE SOUTH RIGHT-OF-WAY LINE OF NW 110TH AVENUE, 58.18 FEET; THENCE NORTH 87°50'07" WEST CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, 145.12 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 16°47'00" EAST, 128.00 FEET; THENCE SOUTH 47°11'06" WEST, 87.88 FEET; THENCE NORTH 2°33'36" EAST, 181.30 FEET TO SAID SOUTH RIGHT-OF-WAY LINE OF NW 110TH AVENUE; THENCE SOUTH 87°50'07" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, 20.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.16 ACRES (6,788 S.F.).

**OWNER/ADDRESS**

LARRY J. AND DIANE K. HANDLEY  
5150 NW 110TH AVE.  
POLK CITY, IA 50226

**DATE OF SURVEY**

JUNE 2010

**LEGEND**

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar, Yellow Cap #19740 (Unless Otherwise Noted)	●	○
ROW Marker	■	□
ROW Roll	X	+
Calculated Point	○	○
Bench Mark	P	+
Plotted Distance	M	
Measured Bearing & Distance	R	
Recorded As	D	
Dead Distance	C	
Calculated Distance	C	
Minimum Protection Elevation	MPE	
Centerline	---	
Section Line	---	
1/4 Section Line	---	
1/4 1/4 Section Line	---	
Easement Line	---	

Revised: 1-07-2011



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.  
*E.D. Griffin* 1/20/11  
Erin D. Griffin PLS Date

License Number 19710  
My License Renewal Date is December 31, 2011.  
Pages or sheets covered by this seal:  
Sheets 1 and 2.

**POLK COUNTY - ROCK CREEK TRUNK SEWER  
PARCEL 35 - LARRY J. AND DIANE K. HANDLEY**

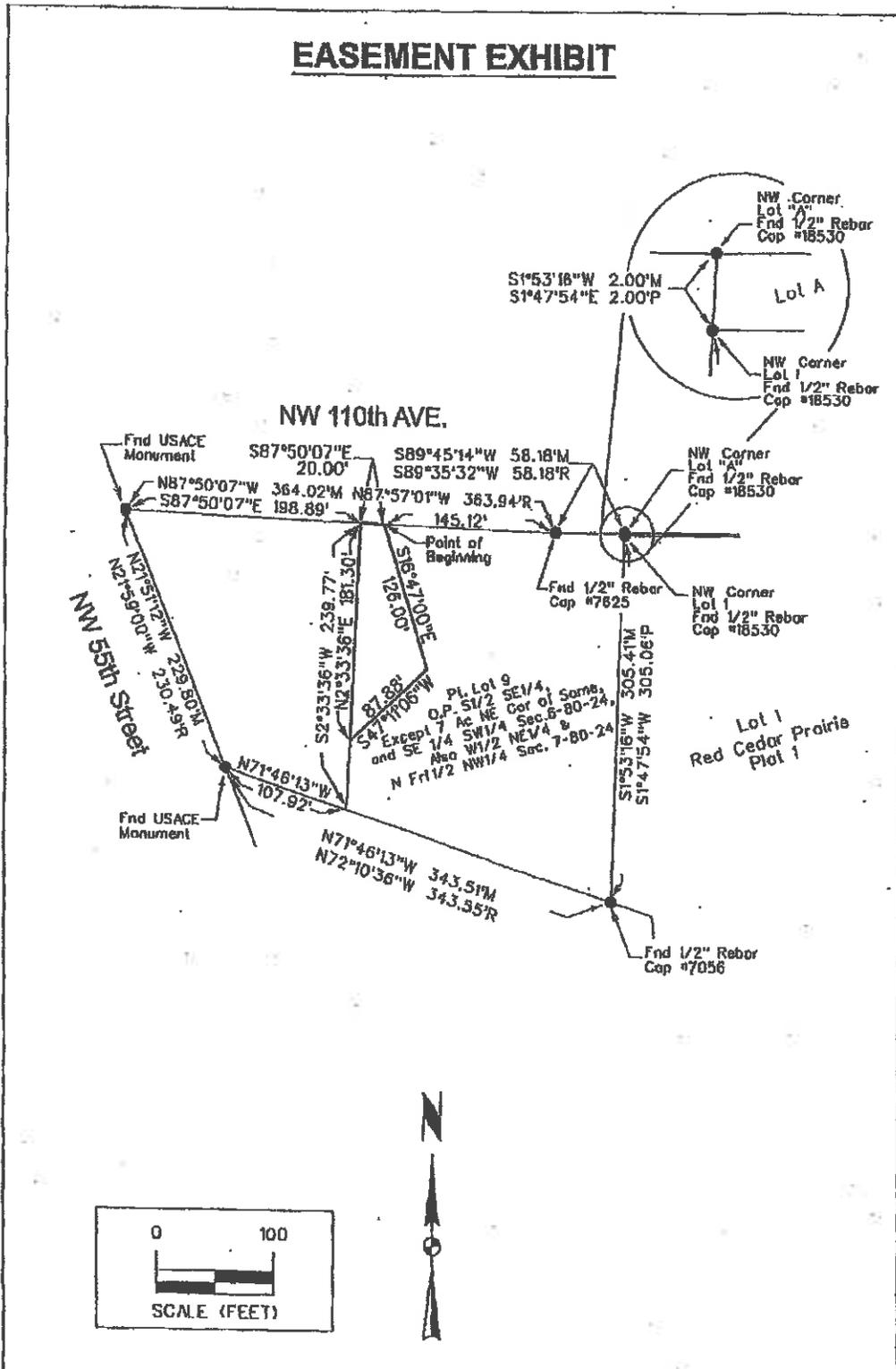


**SNYDER & ASSOCIATES**  
Engineers and Planners

2727 S.W. SNYDER BLVD.  
ANKENY, IA 50023 (616) 884-2020

SHEET 1 OF 2  
PR: 1070088D  
PM: EDG  
DATE: 1/07/11  
TECH: JCC

# EASEMENT EXHIBIT



<b>POLK COUNTY - ROCK CREEK TRUNK SEWER</b>		SHEET 2 OF 2
<b>PARCEL 35 - LARRY J. AND DIANE K. HANDLEY</b>		PN 107088RD
 <b>SNYDER &amp; ASSOCIATES</b> Engineers and Planners	2727 S.W. SNYDER BLVD. ANKENY, IA 50023 (515) 984-2020	PM: EDG
		DATE: 1/07/11
		TECH: JCC

Res. No 44-11  
April 19, 2011

RESOLUTION

Moved by Hockensmith, Seconded by Giovannetti that the following resolution be adopted:

WHEREAS, Project No SSE-14-2011 and SSE-18-2013, Construction of the Rock Creek Trunk Sewer Project is included in the approved Fiscal Year 2009/2014 Polk County Five (5) year (2009-2014) Capital Improvements Program; and

WHEREAS, in order to facilitate construction the Polk County Public Works Department has negotiated the attached thirteen (13) right-of-way contracts with a total cost of \$204,785.00.

NOW, THEREFORE, BE IT RESOLVED that the Polk County Board of Supervisors approves the terms of the attached right-of-way contracts for Project No. SSE-14-2011 and SSE-18-2013, adopts the contracts, and authorizes the Chairperson to execute the contracts on behalf of Polk County; and

BE IT FURTHER RESOLVED that the Polk County Board of Supervisors authorizes the Polk County Public Works Department to execute the terms of said contracts and record all necessary documents.

POLK COUNTY BOARD OF SUPERVISORS:

John F. Mauro  
Chairperson

RECOMMENDED FOR APPROVAL:

Darryl L. Land  
Darryl L. Land, Director  
Polk County Public Works

APPROVED AS TO FORM:

Darryl L. Land  
Assistant Polk County Attorney

ROLL CALL FOR ALLOWANCE  
APR 19 2011

ALLOWED BY VOTE OF BOARD  
CHAIRPERSON

E.J. Giovannetti	Yes	Nay
Robert Brownell	Yes	Nay
Angela Conroy	Yes	Nay
Tom Hockensmith	Yes	Nay
John F. Mauro	Yes	Nay

Yes 5 Nay 0  
Abstention made by BS

FISCAL IMPACT: Right of Way costs of \$204,785.00.00 to be drawn from the Polk County Sanitary Sewer Enterprise Fund

#6

Exhibit "C"

Prepared by and return to: Kathleen Vanderpool, Deputy City Attorney, Legal Dept., City of Des Moines, 400 Robert D. Ray Drive, Des Moines, IA 50309 (515) 283-4130

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**PERMANENT EASEMENT FOR EXISTING SANITARY SEWER FACILITIES AND  
QUITCLAIM OF INTEREST IN EXISTING SANITARY SEWER FACILITIES**

Be it known that the City of Polk City, Iowa, a municipal corporation, (hereinafter referred to as the "Grantor" or "the City"), in consideration of \$1.00 and other good and valuable consideration and the mutual promises and covenants contained in the Second Amended and Restated Agreement for the Des Moines Metropolitan Wastewater Reclamation Authority (WRA Agreement), does hereby convey unto the Des Moines Metropolitan Wastewater Reclamation Authority, a political subdivision organized and existing under Chapters 28E and 28F of the Iowa Code (hereinafter referred to as "Grantee" or the "WRA"), a Permanent Easement for Sanitary Sewer Facilities under, over, through and across property listed and identified on **Exhibit PE-3** hereto situated in Polk County, Iowa (hereinafter referred to as the "Easement Areas") for the purpose of operating, maintaining, repairing, reconstructing and enlarging existing sanitary sewer and related facilities and necessary appurtenances situated therein, and does hereby quitclaim to the WRA all its right, title, and interest in and to the existing sanitary sewer and related facilities and necessary appurtenances thereto situated upon or under said Easement Areas.

This Easement is being granted to the WRA in accordance with Article 3 of the Chapter 28E Agreement between Polk City, Iowa and the WRA for the conveyance of Property Interests and Improvements and for the Grant of Permanent Easement for Operational Control and Maintenance of an Equalization Basin, Pump Station and Control Facilities which is recorded with the Iowa Secretary of State.

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

1. **ERECTION OF STRUCTURES AND PLACEMENT OF EQUIPMENT OR PLANTINGS IN EASEMENT AREAS IN PUBLIC RIGHT-OF-WAY; DUTY TO RESTORE.**

(a) Grantor reserves the right to construct or authorize the construction of structures, or to place or authorize the placement of equipment or plantings, within Easement Areas in street or alley rights-of-way, including but not limited to

bridges; sanitary and storm sewers and appurtenances; water mains and appurtenances; traffic signals and appurtenant cables and boxes; streetlights; streetscape improvements including street furniture, planter boxes, fountains, public art, streets and sidewalks including special street or sidewalk surfaces; irrigations systems; and plantings including street trees, shrubs, flowers and sod;

all as it shall deem necessary or appropriate. Such structures, equipment and plantings shall be so placed as not to physically interfere with or prevent the day-to-day operation and maintenance of the sanitary sewer facility located within the Easement Areas.

(b) In the event Grantee is required to access the Easement Areas in public rights-of-way for purposes of repairing, reconstructing or replacing said sanitary sewer facilities, Grantee shall be responsible for restoring, at its sole cost and expense, or for paying Grantor's cost to restore, the Easement Areas, including street, alley and sidewalk surfaces, and all structures, equipment and plantings placed therein, which are disturbed, damaged or destroyed by such activities.

(c) In the event Grantor is required to access the Easement Areas in public rights-of-way for purposes of repairing, reconstructing or replacing its structures or equipment identified above, Grantor shall be responsible for restoring or repairing, at its sole cost and expense, or for paying Grantee's cost to restore, Grantee's sanitary sewer facilities which are disturbed, damaged or destroyed by such activities.

2. **ERECTION OF STRUCTURES IN EASEMENT AREAS ON OTHER CITY PROPERTIES.** Grantor shall not erect or authorize the erection of any structure, and shall not place or authorize the placement of equipment or trees, over or within Easement Areas on other properties owned by it without the prior written approval of the WRA.

3. **RIGHT OF ACCESS.** The WRA, its agents, contractors, employees and assigns shall have the right of access to the Easement Areas and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Areas listed and identified in Exhibit PE-3 hereto.

4. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.

5. RESERVATION OF RIGHTS. The Grantor does hereby reserve to itself, and this Easement is granted subject to, the right to regulate the use and occupancy of City street right-of-way.
6. ABANDONMENT OF SEWER FACILITIES; TERMINATION OF EASEMENT INTEREST. In the event the WRA shall by resolution of its Board declare an abandonment of any portion of the sanitary sewer facilities covered by this Easement, this Easement shall terminate as to such facilities and as to the property upon which same are located. Such facilities may be abandoned in place with the consent of the Grantor, but the WRA shall take such actions with respect to such facilities as Grantor may request to preserve and protect Grantor's property or other utilities situated upon said property.

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 13th day of July, 2015.

THE CITY OF POLK CITY, IOWA, GRANTOR

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

Attest:

\_\_\_\_\_  
Jennifer, City Clerk

State of Iowa

) ss

County of Polk

On this \_\_\_\_\_ day of \_\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jason Morse and Jennifer Ratcliff, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Polk City; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by the authority of its City Council, under Resolution No. \_\_\_\_\_ of the City Council on the \_\_\_\_\_ day of \_\_\_\_\_ and that Jason Morse and Jennifer Ratcliff acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

I, David Miller, Director of the Des Moines Metropolitan Wastewater Reclamation Authority, do hereby certify that the within and foregoing Easement was duly approved and accepted by the Des Moines Metropolitan Wastewater Reclamation Authority by Resolution No. \_\_\_\_\_, passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, and this certificate is made pursuant to authority contained in said Resolution.

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

\_\_\_\_\_  
David Miller, WRA Director

**EXHIBIT PE-3**

**Exhibit being prepared by Snyder & Associates for easements in right-of-way in the following streets:**

**NW 110<sup>th</sup> Avenue  
South 14<sup>th</sup> Street**

ORDINANCE NO. 2015-600

AN ORDINANCE AMENDING THE CHAPTER 165 – ZONING REGULATIONS OF THE MUNICIPAL CODE OF THE CITY OF POLK CITY, IOWA BY RESTRICTING RELIGIOUS FACILITIES IN THE C-2 COMMERCIAL ZONING DISTRICT

---

**WHEREAS** religious institutions are currently permitted uses in the R-1 Single Family Detached Residential District, R-1A Single Family Residential District, and R-2 One and Two-family Residential District; and

**WHEREAS** religious institutions are currently permitted uses with Restrictions in the C-TS Town Square Business District, C-1 Central Business District, C-2 Commercial District, and C-4 Neighborhood Friendly Commercial District; and

**WHEREAS** the City of Polk City, Iowa recognizes the importance of preserving certain areas of the city that are intended and designed to provide for general uses and activities of a retail business, service industry, or professional office that by nature of their business, provide services and commodities that benefit the community at large, and particularly the C-2 Commercial Districts located along arterial streets.

**WHEREAS**, on the 18<sup>th</sup> day of May, 2015 the Planning and Zoning Commission of the City of Polk City, Iowa, recommended to the City Council that construction of new religious facilities in the C-2 Commercial be restricted.

**WHEREAS**, on the 8th day of June, 2015, after due notice and hearing as provided by law, the City Council now deems it reasonable and appropriate to amend Chapter 165 – Zoning Regulations by restricting religious facilities in the C-2 Commercial District.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF POLK CITY IOWA:**

**Section 1.** That Chapter 165 – Zoning Regulations of the Municipal Code of the City of Polk City, Iowa, is hereby amended by adding the following clause to Section 165.10, paragraph 3 – Restrictions for Principal Permitted Uses:

- F. Religious Institutions shall be subject to the following restrictions:
- (1) Religious Institutions that have not received Site Plan approval by the City Council as of the effective date of this Ordinance shall not be permitted in the C-2 Commercial District.
  - (2) Religious Institutions for which a Site Plan has been approved by City Council as of the effective date of this Ordinance shall be considered a permitted use in the C-2 Commercial District. Subsequent amendments to the Site Plan for improvements including but not limited to additional parking areas, access roads, and building additions, may be considered for approval by City Council.

**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 full force and effect after its passage, approval and publication as provided by law.

**PASSED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2015.

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

ATTEST:

\_\_\_\_\_  
Jennifer Ratcliff, City Clerk

First reading: \_\_\_\_\_

Second reading: \_\_\_\_\_

Third reading: \_\_\_\_\_

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

## MARKETING AGREEMENT

This Marketing Agreement ("Agreement") is effective as of the "Effective Date" set forth on the signature page and is between **HomeServe USA Corp.**, a Pennsylvania corporation, and its subsidiary **HomeServe USA Repair Management Corp.** (collectively, "HomeServe") and **City of Polk City, Iowa**, a municipal corporation ("City"). HomeServe and City are referred to collectively as the "Parties" and individually as a "Party."

HomeServe provides services to homeowners for the emergency repair of domestic infrastructure and related systems ("Products"). As of the Effective Date and as represented by City, City provides water services to approximately one thousand, two hundred and thirty two (1,232) households in its exclusive franchise area ("Territory"). In consideration of \$1, which City hereby acknowledges and confirms, City wishes to engage HomeServe to offer the Products (identified in **Exhibit A**) to homeowners within the Territory ("Customers"). In consideration of the foregoing and the mutual covenants contained in this Agreement, the Parties agree as follows:

### **1. Intellectual Property; Member Data and Service Agreement Ownership.**

- 1.1 City grants to HomeServe the exclusive non-transferrable right to use City Marks (identified in **Exhibit B**) in connection with the advertisement, marketing, sale and administration of the Products in the Territory as set forth in this Agreement. Except as expressly set forth herein, HomeServe shall not have, or claim any right, title or interest in or to City Marks. Otherwise, all documentation (and any related intellectual property) relating to the Products shall remain the property of HomeServe.
- 1.2 City shall provide name, postal address, residential telephone number and, if available, email address of Customers ("Customer Data") to HomeServe for use by HomeServe in furtherance of the advertisement, promotion and operation of the program and the advertisement, marketing, sale and administration of the Products. Customer Data will be provided to HomeServe at such times and in such format as the Parties shall agree from time to time. City represents and warrants that (i) Customer Data has been collected in compliance with all applicable federal, state and local statutes, regulations or rules ("Law"); and (ii) City is permitted by Law (and permitted by any applicable privacy policy) to provide Customer Data to HomeServe and to permit HomeServe to use Customer Data for such purposes. As between the Parties Customer Data (to the extent it does not become Member Data) is the exclusive property of City. HomeServe shall use Customer Data in compliance with Law.
- 1.3 The agreement between a Customer and HomeServe for a Product is owned exclusively by HomeServe ("Service Agreement" and such Customer is called a "Member"). Name, address, phone number and all other information about a Member obtained by or through HomeServe ("Member Data") is the exclusive property of HomeServe. HomeServe may adjust the amounts paid by Members for the Products ("Service Agreement Fees") in accordance with Service Agreement terms and conditions for any reason including adverse claims experience or increased product costs. HomeServe may terminate, renew, amend and otherwise control Service Agreements in its sole discretion.

### **2. Marketing.**

- 2.1. HomeServe will be permitted (at its discretion) during the Term to send to Customers and others in the Territory at least six (6) acquisition mailings per household per year of Product marketing materials using the City Marks and at least six (6) other mailings per household per year of product marketing materials using the City Marks. HomeServe is permitted to use the City Marks on both the letter and outer envelope of the marketing materials as well as a signature to be provided by City on the letter. Subject only to the specific restrictions contained in this Agreement, HomeServe may advertise, market and promote the products using the City Marks through the use of such methods, channels and activities as may be selected by

HomeServe including, without limitation, direct mail, telesales (inbound and outbound), Customer callbacks, email, newspaper advertising, "yellow pages", magazine advertising, media activity, (such as internet, television and radio), and other lawful methods.

- 2.2 The Parties will establish a means of placing an advertisement on the City's website, including a link to a HomeServe-sponsored website.
- 2.3. Any marketing and product-related materials to be delivered to Customers or others (including by City) under this Agreement are subject to prior approval by City. HomeServe shall provide City with samples of all such materials and approval shall be deemed given unless City objects in reasonable detail within ten (10) business days of receiving the proposed materials.

**3. Off-Bill Member Billing.** HomeServe shall bill Service Agreement Fees to Members in accordance with its normal practices.

**4. Confidential Information.**

4.1 Definition of Confidential Information. "Confidential Information" means any confidential information whether or not it constitutes a trade secret under applicable law. "Confidential Information" includes, but is not limited to, business plans and methods; marketing strategies and data; usage and claims data; financial, underwriting and customer information; engineering, operating and technical data, information concerning City's and HomeServe's business and activities and any other information that a reasonable person would expect to be confidential. "Confidential Information" does not include information that (a) has become part of the public domain other than by acts or omissions of the Recipient; (b) has been furnished or made known to the Recipient by a third person as a matter of legal right and without restriction on use; (c) was in the Recipient's possession prior to disclosure by the disclosing party without restriction on use; or (d) is independently developed by the Recipient without access to the Confidential Information.

4.2 Each Party (for itself and its affiliates) who receives Confidential Information ("Recipient") from another Party or such other Party's affiliates ("Discloser") shall use Discloser's Confidential Information solely for the purposes of this Agreement. Except with the express prior written approval of Discloser, and subject to the third party's entering into obligations of confidentiality equivalent to those under this Agreement, Recipient will not disclose any Discloser Confidential Information to third parties except its Affiliates and its and their directors, officers, employees, consultants, auditors, attorneys, agents and other professional advisors who have a need to know the Discloser Confidential Information in connection with Recipient's participation hereunder ("Representatives"). Recipient will advise each such Representative receiving Confidential Information of the confidential nature thereof and of the obligations set forth in this Agreement. Recipient will be responsible for any breaches of the obligations of confidentiality and restricted use by its Representatives.

4.3 Recipient shall take all reasonable measures to protect the secrecy of, and avoid disclosure or use of, Discloser Confidential Information in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include at least the same degree of care that Recipient uses to protect its own Confidential Information of a similar nature, and in any event, no less than reasonable care.

4.4 Recipient shall promptly notify Discloser of any misuse or misappropriation of Discloser Confidential Information which may come to its attention. In the event that Recipient or its Representatives are required by legal process to disclose any Discloser Confidential

Information, Recipient shall give prompt notice to Discloser. The Party (and any of its Representatives) required to make such disclosure shall disclose only that portion of Discloser Confidential Information which it is legally required to disclose.

**5. Representations and Warranties.** Each Party represents and warrants to the other that it has the full power and authority to carry on its business as it is now being conducted and to enter into and perform under this Agreement and that there are no agreements or Law that would prevent it from carrying out its obligations hereunder.

**6. Indemnification, Limit of Liability and Disclaimer of Warranties.**

- 6.1 Each Party shall indemnify (the "Indemnifying Party") and save the other Party ("Indemnified Party") harmless from all liability for personal injury, death or property damage resulting from the negligent performance of any of the Indemnifying Party's obligations under this Agreement. Such indemnity shall extend to the Party, its officers, employees, or agents, and the Indemnifying Party shall indemnify and save the Indemnified Party harmless from and against all costs, reasonable counsel fees, expenses and liabilities incurred in or about any third-party claim of or action for any such negligent act; provided however, that the Indemnified Party shall promptly transmit to the Indemnifying Party all papers served in any suit involving such claim, the Indemnifying Party shall have entire charge and control of the defense of any such claim, and the Indemnified Party shall mitigate any damages.
- 6.2 EXCEPT FOR THE PARTIES' INDEMNIFICATION OBLIGATIONS IN SECTION 7.1 ABOVE, THE MAXIMUM AGGREGATE LIABILITY OF EITHER PARTY ARISING UNDER THIS AGREEMENT WHETHER FOR NEGLIGENCE, BREACH OF CONTRACT OR ANY OTHER CLAIM WHATSOEVER, SHALL BE TWO MILLION DOLLARS (\$2,000,000).
- 6.3 NEITHER PARTY SHALL BE LIABLE UNDER ANY CIRCUMSTANCES INCLUDING THOSE DETAILED IN SECTION 7.1 ABOVE, FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES, INCLUDING LOST REVENUES OR LOST PROFITS.
- 6.4 EXCEPT AS PROVIDED IN THIS AGREEMENT AND TO THE EXTENT PERMITTED BY LAW, NEITHER PARTY MAKES ANY WARRANTY REGARDING THE PRODUCTS, OR THE PARTY'S PERFORMANCE UNDER THIS AGREEMENT, AND ANY OTHER WARRANTY, EXPRESS OR IMPLIED, IS EXPRESSLY DISCLAIMED.

**7. Term and Termination.** Unless terminated early in accordance with this Section, this Agreement shall commence as of the Effective Date and shall continue for five (5) years thereafter. Following the initial term, this Agreement will renew for successive three (3) year renewal terms unless the Party wishing to terminate gives the non-terminating Party ninety (90) days written notice prior to the termination date (collectively, the initial term and any renewal term are referred to as "Term"). Either Party may terminate this Agreement immediately by written notice to the other where: (i) the other commits a material breach of the Agreement that is either incapable of remedy, (in which case the termination is effective upon receipt of notice) or, where capable of remedy, the breaching Party fails to remedy the breach within sixty (60) days of being notified (a termination described in this sub-Section (i) is a termination for "Cause"); or (ii) the other Party becomes insolvent or files or has filed against it any bankruptcy or similar proceeding. Either Party may terminate this Agreement effective upon notice to the other if the acts or omissions of non-terminating Party cause the terminating Party to suffer any fine or other disciplinary process from any regulatory authority or if, due to any Law, the continued sale of the Products would have a material adverse effect on the terminating Party.

**8. Effect of Termination.** Upon termination of this Agreement: (i) both Parties shall promptly return or destroy all Confidential Information of the other Party; (ii) both Parties shall cease holding itself out as

being associated with the other; (iii) HomeServe shall immediately cease any use of the City Marks; and (iv) the billing processes shall survive such termination to the extent provided in Section 3. Termination shall be not affect the operation of any provision of this Agreement that is intended to survive termination.

**9. Insurance.** Each Party shall maintain for the Term and for a period of one (1) year thereafter, at its cost, comprehensive liability insurance and such other insurance as shall be appropriate for the nature and extent of its business. The Parties agree to a mutual waiver of subrogation. Certificates of insurance evidencing the coverages shall be provided prior to the commencement of any services, and certificates evidencing renewal or replacement policies shall be provided upon request. All insurers must have a minimum rating by A.M. Best of A- VIII.

**10. Ruling by a Governmental Authority.** The terms of this Agreement may be subject to review and regulation by various governmental authorities ("Governmental Authority"). If, as a result of an interpretation, policy, ruling or order ("Ruling") by a governmental authority ("Governmental Authority"), a Party is unable to comply with any one or more specific provisions of this Agreement, the Parties will meet in good faith to discuss potential amendments to those provisions of this Agreement, including renegotiating amounts that may become due hereunder (including commission levels), that will enable the Parties to remain able to perform hereunder. It is the intent of the Parties that any such amendment will be limited to addressing issues raised in the Ruling (such as a particular geographic region in the Territory or specific activity under this Agreement). The Parties will also discuss in good faith how they may meet with and discuss the Ruling with applicable Governmental Authorities with the goal of seeking relief such that the Parties shall be able to perform hereunder without material unanticipated financial loss or a material negative business impact to either Party. The Parties agree that any change in the terms of this Agreement may impact the economic effect of this Agreement to either or both Parties, and amendments to the Agreement may be warranted to lessen such impact. In the event that, notwithstanding the efforts described in this Section 10, the Ruling remains in effect in a manner that impacts the ability of a Party to perform hereunder in compliance with the Ruling, then either Party may terminate this Agreement on thirty (30) days' notice to the other Party and the Parties will effect an orderly transition of responsibilities hereunder.

**11. Miscellaneous.**

- 11.1 The Parties shall be independent contractors, and neither Party shall incur any obligation or act in the name of the other. Each Party is responsible for its acts and the acts of its employees, agents and subcontractors.
- 11.2 Neither Party shall assign the benefit or delegate the obligations of this Agreement to any third party without the prior written consent of the other; except that upon notice to the non-assigning Party either Party: (i) may assign and delegate its obligations to subcontractors, so long as the assignor remains primarily liable under this Agreement; and (ii) HomeServe may assign and delegate its rights and obligations hereunder in connection with a sale of all or part of its business to a third party.
- 11.3 No failure or delay to exercise rights hereunder shall operate as a waiver, and no single or partial exercise of rights shall preclude any other exercise thereof.
- 11.4 If a provision of this Agreement is held by any court to be illegal or void (in whole or in part), then such provision shall be excluded, and the remaining provisions shall be interpreted and enforced in full as if such provision (or part thereof) were never included.
- 11.5 This Agreement shall be governed by New York law without regard to choice of law provisions. The Parties submit to the exclusive jurisdiction of the Federal and state courts located in the Southern District of New York to resolve all disputes and consent to service of process in any manner permitted by those courts. Prior to commencing any formal proceedings, the Parties

shall use good faith efforts to resolve any dispute by negotiation for a period of thirty (30) days, which negotiation shall involve senior management of each Party.

11.6 Notices and communications shall be in writing and delivered at the addresses below.

**City of Polk City, Iowa**  
112 3rd Street  
Polk City, IA 50226

**HOMESERVE USA CORP.**  
601 Merritt 7, 6<sup>th</sup> Floor  
Norwalk, CT 06851

Attn: Mr. Gary Mahannah  
City Administrator

Attn: Hilary E. Glassman  
General Counsel

11.7 A Party shall not be held in breach of this Agreement by reason of any force majeure event. The nonperforming Party shall be excused from performance while the event continues, provided that the nonperforming Party provides prompt notice to the other of the force majeure event and resumes full performance as soon as is practicable.

11.8 This Agreement and the attached Exhibits is the entire agreement between the Parties and supersedes and replaces any prior agreements, discussions and proposals. This Agreement may be modified only in a writing signed by both Parties.

**IN WITNESS WHEREOF**, the Parties enter into this Agreement as of the Effective Date as a binding agreement. This Agreement may be executed in counterparts.

EFFECTIVE DATE OF THIS AGREEMENT: \_\_\_\_\_

**City of Polk City, Iowa**

**HOMESERVE USA CORP.**

\_\_\_\_\_  
By:

\_\_\_\_\_  
By: Thomas J. Rusin

Its:

Its: Chief Executive Officer

**EXHIBIT A**  
Products

The Product list may be amended from time to time as mutually agreed by both Parties.

PRODUCT	PRICE
Water Service Line (with thawing of frozen pipe coverage)	\$6.49 per month
Sewer Service Line	\$10.99 per month
Interior Plumbing and Drainage	\$10.99 per month

**Coverage Limits:**

Water Service Line – Up to \$7000 annually

Sewer Service Line – Up to 3 calls annually/\$5000 per claim/\$15,000 annually

Interior Plumbing and Drainage – Up to 2 calls annually/\$2500 per claim/\$5000 annually

**EXHIBIT B**  
City Marks



RESOLUTION NO 2015-51

A RESOLUTION APPRIVING MIDAMERICAN LIGHT EMITTING DIODE (LED) STREET LIGHTING  
INSTALLATION AGREEMENT

---

WHEREAS, MIDAMERICAN ENGERY IS CHANGING TO WILL LIGHT EMITTING DIODE (LED) STREET LIGHTING INSTALLATION SYSTEM, AND;

WHEREAS, MIDAMERICAN IS TRANSITIONING TO LED STREET LIGHTS OVER THE NEXT 10 YEARS, AND;

WHEREAS, THE PROPOSAL LOWERS ENERGY COMSUMPTION, LESS MAINTENANCE, LONGER LIFE SPAN, INSTANT ON PERFORMANCE AND IMPROVED NIGHT VISIBILITY DUE TO IMPROVED COLOR INDEX, AND;

WHERAS, THE PROGRAM WILL TAKE 10 YEARS TO COMPLETELY CHANGE ALL FIXTURES WITHIN THE MIDAMERICAN AREA.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF POLK CITY, IOWA, IS AUTHORIZED TO ENTER INTO THE AGREEMENT WITH MIDAMERICAN WITH THE STANDARD CONVERSION, AND THAT THE MAYOR AND CITY CLERK ARE REQUIRED TO SIGN ON BEHALF OF THE CITY.

DATED THIS 13<sup>TH</sup> OF JULY 2015.

---

JASON MORSE, MAYOR

ATTEST:

---

JENNIFER RATCLIFF, CITY CLERK

**MIDAMERICAN ENERGY COMPANY – LIGHT EMITTING DIODE (LED)  
STREET LIGHTING INSTALLATION AGREEMENT**

---

This is a Light Emitting Diode Street Lighting Installation Agreement between

**(Please Print Municipality, Government Body and/or City, State of Customer below)**

---

**(Customer)** and MidAmerican Energy Company **(MEC)**. Customer and MEC may be referenced as “Parties” collectively.

This Light Emitting Diode (LED) Street Lighting Installation Agreement (Agreement) is entered into by and between MEC and Customer and effective upon signature of both Parties.

**Whereas**, MEC and the Customer agree that LED street lighting provides many benefits;

**Whereas**, MEC notified the Customer of the MEC LED street lighting standards selected are comparable to the High Pressure Sodium (HPS) lights they will replace;

**Whereas**, the Customer is aware that differences do exist in the performance between HPS street lights and LED street lights.

**Whereas**, the Customer consents and approves of MEC converting existing HPS street lighting to LED street lighting at the Customer’s locations including the installation of future street light installation locations requested by the Customer;

**Whereas**, Service hereunder is subject to the Rules and Regulations of the Company and Applicable Riders included in the (MEC) Electric Tariff.

**Now wherefore** MEC and the Customer agree as follows:

**Customer Responsibilities:**

The Customer is responsible for ensuring the street lighting systems meet any applicable lighting standards and requirements of the Illuminating Engineering Society (IES) and/or Department of Transportation (DOT) adopted by the Customer and/or the Customer’s own lighting standards.

Customer shall independently evaluate the adjustment of LED street light illumination levels to the road surface to determine the quality of a roadway lighting design.

Customer agrees to the terms and conditions and street lighting pricing out lined in MEC’s Rate SL – Street Lighting.

**MIDAMERICAN ENERGY COMPANY – LIGHT EMITTING DIODE (LED)  
STREET LIGHTING INSTALLATION AGREEMENT**

**MidAmerican Responsibilities:**

MEC will replace existing HPS street lights with new LED lights according to the Customer's election below.

At the Customer's request, MEC will provide the performance specifications of the LED lights placed into service for the Customer to review.

MEC will provide street lighting service in accordance with its Rate SL – Street Lighting.

**Please Select an Option**

- 1)  **Standard Conversion** - The Customer elects to allow MEC to convert existing HPS lights by planned project areas at MEC's discretion and pace and will allow MEC to install LED lights through the normal streetlight maintenance process as the existing HPS lights fail at no cost to the Customer (estimated 10 year conversion).
  
- 2)  **Custom Option** - The Customer elects to convert lights on a faster pace and timeline at locations the Customer chooses for a charge of \$100/light. A MidAmerican representative will contact the person identified on this Agreement to begin working on the process to identify and change the lights.

The signee of this Agreement confirms they are the Municipality/Government Body/City (Customer) Official, Authority or Representative having legal privileges and rights to sign this agreement on behalf of the Municipality/Government Body/City (Customer).

\_\_\_\_\_ Date \_\_\_\_\_

**Agreement Signature of Customer (Official, Authority or Representative)**

\_\_\_\_\_ Date \_\_\_\_\_

**Please print name of Customer (Official, Authority or Representative)**

**Title:** \_\_\_\_\_

**Phone#:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**\*\*\*Please keep one signed copy of this Agreement for your records and return one signed copy of this Agreement in the enclosed self-addressed envelope.\*\*\***

**MIDAMERICAN ENERGY COMPANY – LIGHT EMITTING DIODE (LED)  
STREET LIGHTING INSTALLATION AGREEMENT**

---

**Additional Customer Lighting Project Primary Points of Contact**

(Please Print)

**Name:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Email:** \_\_\_\_\_



RECEIVED  
JUN 01 2015  
CITY OF POLK

Gary Mahannah  
City Administrator  
PO Box 426  
Polk City, IA 50226

Dear Mayor and City Administrator,

MidAmerican Energy is starting an exciting new LED streetlight initiative and changing the look and image of our cities at night. Long-term community benefits include lower lighting rates, fewer outages and maintenance issues and environmental benefits. MidAmerican estimates that once the MidAmerican-owned system is fully converted to LED streetlights that approximately 40 million kilowatt-hours will be saved annually.

MidAmerican will begin the process of converting our existing streetlight system to more efficient LED streetlight equipment beginning in July 2015. With more than 100,000 MidAmerican-owned streetlights in the state of Iowa, a full conversion of lights between 70 and 250 watts will be phased-in during the next 10 years. More information on this conversion process is provided in the enclosed brochure and on MidAmerican's website: [www.midamericanenergy.com/cityLED](http://www.midamericanenergy.com/cityLED).

While LED lighting is more efficient and provides brighter, more direct lighting than our current HPS fixtures, the new fixtures will meet similar lighting standards as the HPS lights being replaced. Communities need to ensure the current and new lighting systems adhere to IES, DOT or their own city standards. Each lighting application is unique and may need to be reviewed further by the city. Before work can begin in your community, please complete and return the LED Streetlight Agreement and review the performance specifications found on our website.

The agreement allows MidAmerican to pursue the most efficient methods of changing the fixtures out and helps keep costs lower for everyone. This conversion will be done at no cost to the city, but it may take up to 10 years to complete. MidAmerican understands some communities may prefer a more accelerated conversion for their community or in specific areas; and this can be done for a one-time charge of \$100 per light fixture. More information on this option can be found in the LED Streetlight Agreement.

Once your community's Streetlight Agreement is received, a MidAmerican representative will begin planning the streetlight conversion work for your community.

Sincerely,

A handwritten signature in cursive script that reads "Kathryn M. Kunert".

Kathryn M. Kunert  
Vice President  
Business and Community Development

## **RIGHT-OF-WAY AGREEMENT BETWEEN POLK CITY, IOWA AND UNITE PRIVATE NETWORKS FOR THE INSTALLATION OF FIBER OPTIC CABLES**

Execution of this Right-of-Way agreement (“Agreement”) hereby grants Unite Private Networks, LLC (“Grantee”) the right to install, operate, and maintain fiber optic cables within certain public street right-of-way (“Right-of-Way”) within Polk City, IA (“City”). This agreement allows for the installation of conduit carrying fiber optic cables only as specified in the detailed map, plans and specifications attached as Exhibit A.

The conditions of this Agreement are as follows:

1. All construction shall be underground within the Right-of-Way within the City of Polk City.
2. All underground cables must be installed using directional boring technology except where open excavations are necessary for beginning or terminating a directional bore.

After installation of cables, all main storm and sanitary sewers shall be videoed by the Grantee in each place the cable crosses these utilities to assure there is no damage to said sewers.

All sanitary and sump pump laterals from the homes will be identified before installation of any cable to assure the Grantee does not hit the services or cause damage to them. Any service hit or damaged by the bore shall be videoed from the house to the main and a copy provided to the City.

Any damage to a City utility (water, sanitary sewer, storm sewer, secondary storm and sanitary force main) during the construction, installation, maintenance or repair of said cable shall be repaired at the Grantee’s expense.

Any and all damages shall be corrected by the Grantee at Grantee’s expense within seven (7) days unless a longer time period is granted in writing by the City.

3. The Grantee’s equipment and facilities shall be installed in accordance with good engineering practices and shall be located and constructed so as to not endanger or interfere with the lives of persons, or to unnecessarily hinder or obstruct pedestrian or vehicular traffic on public ways, places or structures. The installation, construction, maintenance and operation of the fiber optic conduit system shall be in accordance with all applicable laws, ordinances, regulations, and codes of the State of Iowa and City of Polk City. All street lanes, sidewalks and recreation trails must remain open to traffic during the Grantee’s installation work.

4. If at any time and after reasonable notice is given, the City undertakes a street or utility improvement project and said project alters the street grade, street dimensions or public utility locations such that said improvement project requires the relocation of the Grantee’s facilities

along such project corridor, the Grantee shall complete the relocation at its own expense. Such relocation may include moving and relaying or lowering underground conduits or associated fixtures so that the city improvement project is not impeded. The Grantee's relocation work shall be completed in a timely manner and shall be coordinated with the said City improvement project so that the construction of the City project is not delayed. The City shall not unreasonably require the Grantee to relocate its cables.

5. If the City, in its sole discretion, determines that there is insufficient space available in any City Right-of-Way to accommodate an installation or relocation of Grantee's cables, Grantee shall reroute its cables via City Right-of-Way where sufficient space is available.
6. All backfilling and surface restoration following any necessary open excavations shall be accomplished by Grantee in accordance with City engineering department requirements in effect at the time of the excavation. Grantee shall, at its expense, replace and restore all Rights-of-Way to a condition substantially similar to the condition of the Right-of-Way existing immediately prior to the commencement of work. In the case of any disturbance of pavement, sidewalks, driveways, lawns, or any other surface within the Right-of-Way, Grantee shall, at its expense, promptly replace, restore, and maintain same to the same condition. Restoration of lawn surfaces shall be by sod.
7. Before the commencement of operations, Grantee shall procure and maintain insurance in such amounts and kinds of coverage as may be required by the City. Grantee shall maintain such insurance with insurance companies authorized to do business in the State of Iowa. All policies shall name City, its employees, agents, and officers as additional insureds. Any such policy shall provide that it may not be cancelled or the amount of coverage altered without thirty (30) days written notice to the City Clerk. Similar coverage shall be provided for any contractors or subcontractors of Grantee.
8. All work shall conform to all applicable safety, construction, and technical specifications and codes and standards as well as all federal, state, county, and city construction requirements.
9. Grantee shall participate in and use Iowa One Call in advance of the commencement of work.
10. Grantee shall not be entitled to damages from City resulting from the closing, vacation, or relocation of any streets, alleys, or right-of-way.
11. City shall have the right to inspect or correct all construction and installation work in order to ensure compliance with the terms of this Agreement, City Code, or State law.
12. Grantee shall not be relieved of any of its obligations by reason of City's failure to enforce prompt compliance.
13. Grantee agrees to indemnify, protect, and hold the City of Polk City harmless from and against any and all liability claims, losses, costs of investigation and defense, and damage to property or bodily injury or death to any person, which may arise out of or be caused by the

erection, construction, replacement, removal, maintenance, or operation of Grantee's fiber optic system caused by any negligent act or negligent failure to act on the part of the Grantee, its agents, contractors, subcontractors, officers, or employees.

14. This Agreement and all rights hereunder may be assigned by Grantee, only with the written approval of the Grantor, which approval shall not unreasonably be withheld. Any successors and/or assigns shall succeed to all the rights, duties, and liabilities of the Grantee hereunder. Grantee shall give the City written notice of any proposed assignment of this Agreement and the rights granted hereunder no less than sixty (60) days prior to the proposed effective date of any such assignment.

15. The Grantee shall obtain approval of the construction plans included in Exhibit A prior to beginning the facility installation. The Grantee shall also remit the following fees for the right to complete the installation within the City of Polk City: \$500.00 Plan Review Fee plus \$500.00 Construction Permit Fee plus \$500.00 Agreement Fee plus \$964.00 License Fee (based on \$0.10/foot of conduit installation) for a total remittance of \$2,464.00.

16. Each and every provision hereof shall be reasonably subject to acts of God, fires, strikes, riots, floods, war and other disasters beyond Grantee's or the City's control.

17. The Grantee shall provide contact information annually or when personnel changes are made for the City to contact in emergencies or for issues that may be related to the fiber line within the city limits.

18. This Agreement shall continue for a term of twenty (20) years and for successive five (5) year terms unless written notice is given by either the City or the Grantee to the other one hundred twenty (120) days or more prior to the expiration of the initial term or any successive term of its intention to terminate the same at the expiration of the then current term.

**CITY OF POLK CITY, IOWA**

**UNITE PRIVATE NETWORKS, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

RESOLUTION NO 2015-52

A RESOLUTION APPROVING PAY APPLICATION NO. 2 FOR THE WASHINGTON & BOOTH  
RECONSTRUCTION PROJECT AND CHANGE ORDER NO. 2

---

WHEREAS, THE CITY OF POLK CITY, CITY COUNCIL, APPROVED CONSTRUCTION FOR THE WASHINGTON AVENUE & BOOTH STREET RECONSTRUCTION PROJECT, AND,

WHEREAS, THE CITY COUNCIL HAS AWARDED THE CONTRACT TO SYNGERY CONTRACTING, LLC, AT 1120 3RD STREET NE, BONDURANT, IA, AND,

WHEREAS, ON MAY 11, 2015, THE CITY COUNCIL APPROVED THE WASHINGTON AVENUE & BOOTH STREET RECONSTRUCTION PROJECT IN THE AMOUNT OF \$986,076.80, AND,

WHEREAS, SYNGERY CONTRACTING, LLC, HAS SUBMITTED TO THE CITY OF POLK CITY, IOWA, A CHANGE ORDER REQUEST IN THE AMOUNT OF \$25,549.11, AND,

WHEREAS, THE CITY ENGINEER HAS SUBMITTED AN APPROVED APPLICATION NO. 3 PAYMENT GIVING A DETAILED ESTIMATE OF WORK COMPLETED WITH A PAY APPLICATION NO. 3 FOR THE COST OF \$124,241.67.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF POLK CITY, IOWA THAT THE PAYMENT APPLICATION NO. 2 BE APPROVED AND THE FINANCE OFFICER IS HEREBY AUTHORIZED TO ISSUE A CHECK TO SYNERGY CONTRACTING, LLC, IN THE AMOUNT OF \$124,241.67.

PASSED AND APPROVED the 13<sup>th</sup> day of July, 2015

---

Jason Morse, Mayor

ATTEST:

---

Jennifer Ratcliff, City Clerk



July 7, 2015

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

RE: PARTIAL PAYMENT APPLICATION NO. 3 AND CHANGE ORDER NO. 2  
WASHINGTON AVENUE & BOOTH STREET RECONSTRUCTION PROJECT

Dear Honorable Mayor and City Council:

Please find the attached Partial Payment Application No. 3 for the Washington Avenue and Booth Street Reconstruction Project. This pay application includes work completed by the Contractor between June 1, 2015, and June 30, 2015. Work completed through this pay application includes completion of water main and storm sewer pipe and structure installation, some pavement removal, roadway excavation and Change Order No. 2.

Change Order No. 2 totals a net increase to the contract of \$ 25,549.11, a net increase to the contract of six working days and includes the following items:

- a) Exposing water line and investigate existing condition at Broadway and at Van Dorn.
- b) Delete one fire hydrant shown as "remove and replace" - Capped in item (f) below
- c) Reroute storm line due to conflict with existing sanitary sewer. Construct pipe support
- d) Lower water line to eliminate conflict with proposed storm line and provide minimum clearance
- e) Increase depth of intake St-4 to eliminate storm conflict with sanitary sewer line.
- f) Cap existing hydrant barrel at damaged fire hydrant location.
- g) Reconstruct water line connection at Washington and Booth to replace push-on jointing and construct standard thrust blocks.
- h) Replace water line valve at Prospect tie-in.
- i) Delete 30 LF 12" PVC water main anticipated to be required to reroute for conflict.

The Contractor is currently working on roadway grading on Booth from Prospect to Broadway. The subgrade has had stability issues in the area of an old sewer trench at the center of the roadway. Work has not progressed as planned while the contractor was allowing the subgrade to dry and Snyder & Associates was investigating cost effective alternatives to provide adequate roadway foundation in these areas of unanticipated unstable soils conditions. There are additional costs anticipated with adding geogrid to the roadway structure and continuous reinforcement to the pavement in the areas of the roadway from Prospect to Broadway. These costs are not included in Change Order No. 2. Once pavement is removed on the remainder of

Booth and Washington, we will evaluate soils conditions in that area to determine the limits of additional geogrid and reinforcement.

The Contractor's schedule as of July 7, 2015 is as follows:

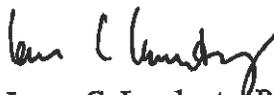
- Week of 7/6: Place geogrid and rock on Booth: Prospect to Broadway; temporary road construction
- Week of 7/13: Remove pavement; subgrade preparation: Prospect to Tyler.
- Week of 7/20: Place rock: Prospect to Tyler. Prepare for paving – all mainline streets
- Week of 7/27: Pave mainline & curetime
- Week of 8/3: Prepare & pour intersections and returns
- Weeks of 8/10 & 8/17: Subdrain, Sidewalks
- Weeks of 8/24 & 8/31: Sod and project clean-up

We recommend payment of \$124,241.67 to the Contractor, Synergy Contracting, LLC for work completed through June 30, 2015 and approval of Change Order No. 2 in the amount of \$25,549.11 and approval of 6 additional working days. Approximately 45 % of the total contract work has been completed and 42 of the 84 working days have been charged through this pay application.

Please contact me should you have any questions on this pay application. We will be in attendance at the July 13, 2015, council meeting to answer any questions regarding this partial payment application and Change Order No 2.

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. 3

PROJECT: Washington & Booth Street Reconstruction  
OWNER: CITY OF POLK CITY  
CONTRACTOR: Synergy  
ADDRESS: 1120 2nd Street NE  
Bondurant IA 50035  
DATE: 7/7/2015

S&A PROJECT NO.: 113.0548

PAYMENT PERIOD: 6/1/5 through 6/30/15

#### 1. CONTRACT SUMMARY:

Original Contract Amount: \$ 986,076.80  
Net Change by Change Order: \$ 27,261.71  
Contract Amount to Date: \$ 1,013,338.51

CONTRACT PERIOD: TOTAL WORKING DAYS  
Original Contract Date: August 4, 2014  
Original Contract Time: 75  
Added by Change Order: 9  
Contract Time to Date: 84  
Time Used to Date: 42  
Contract Time Remaining: 42

#### 2. WORK SUMMARY:

Total Work Performed to Date: \$ 452,722.71  
Retainage: 5% \$ 22,836.14  
Total Earned Less Retainage: \$ 430,086.57  
Less Previous Applications for Payment: \$ 305,844.90  
AMOUNT DUE THIS APPLICATION: \$ 124,241.67

#### 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: 7-7-15

#### 4. ENGINEER'S APPROVAL:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended:

Snyder & Associates, Inc.  
ENGINEER

By 

DATE: 7/7/15

#### 5. OWNER'S APPROVAL

City of Polk City  
OWNER

By \_\_\_\_\_

DATE: \_\_\_\_\_

8. DETAILED ESTIMATE OF WORK COMPLETED:

ITEM NO.	DESCRIPTION	ORIGINAL CONTRACT QUANTITIES				COMPLETED WORK		
		QUANTITY	UNIT	UNIT COST	COST Total	QUANTITY	CO #	COST Total
1.1	Installation	1	LB	\$ 21,000.00	\$ 21,000.00			
1.2	Remove and Reinstall Fence	184	LF	\$ 14.00	\$ 2,576.00	0.00		\$ 10,600.00
1.3	Remove and Reinstall Manhole	0	EA	\$ 210.00	\$ 0.00			\$ -
1.4	Monthly Garbage Service	1	LB	\$ 4,200.00	\$ 4,200.00	4.5		\$ 843.00
1.8	Temporary Signs	1	LB	\$ 2,800.00	\$ 2,800.00	0.4		\$ 1,600.00
2.1	Clearing and Grading	1	LB	\$ 10,000.00	\$ 10,000.00			\$ 1,400.00
2.2	Subgrade Preparation	6,044	SY	\$ 8.00	\$ 48,352.00	0.78	1	\$ 7,800.00
2.3	Subbase, Hotmix, 8-inches	6,044	SY	\$ 14.80	\$ 89,451.20			\$ -
2.4	Topsoil, On-site	1,077	CY	\$ 10.00	\$ 10,770.00			\$ -
2.5	Entraversion, Class 10	2,054	CY	\$ 14.00	\$ 28,756.00	690.0		\$ 5,000.00
2.6	Pavement Removal	3,806	SY	\$ 8.00	\$ 30,448.00	1,800.0		\$ 22,400.00
2.7	Removal of Driveway	856	SY	\$ 8.00	\$ 6,848.00	1,600.0		\$ 12,972.00
2.8	Sidewalk Removal	301	SY	\$ 8.00	\$ 2,408.00	67.0		\$ 538.00
2.9	Removal of Storm Sewer/Culverts < 36"	492	LF	\$ 10.00	\$ 4,920.00			\$ -
4.1	Storm Sewer, Trenched, 18" RCP, Class III	721	LF	\$ 98.00	\$ 70,638.00	360.0	1	\$ 3,800.00
4.2	Storm Sewer, Trenched, 18" RCP, Class III	161	LF	\$ 150.00	\$ 24,150.00	696.0	1	\$ 85,404.00
4.3	Storm Sewer, Trenched, 24" RCP, Class III	650	LF	\$ 121.50	\$ 78,975.00	14.0		\$ 1,411.20
4.4	Storm Sewer, Trenched, 6" PVC	63	LF	\$ 42.00	\$ 2,646.00	494.0		\$ 60,180.20
4.5	Subdrain, Type 1, 6"	877	LF	\$ 26.00	\$ 22,842.00	83.0		\$ 3,498.00
4.6	Subdrain, Type 1, 6"	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	\$ 380.00	\$ 4,940.00			\$ -
4.9	Scum Service Stations	10	EA	\$ 420.00	\$ 4,200.00			\$ -
5.1	Water Main, Trenched, PVC, 4"	10	LF	\$ 75.00	\$ 750.00	8.0		\$ 1,280.00
5.2	Water Main, Trenched, PVC, 6"	812	LF	\$ 42.00	\$ 34,104.00	10.0		\$ 700.00
5.3	Water Main, Trenched, PVC, 12"	30	LF	\$ 140.00	\$ 4,200.00	812.0		\$ 34,104.00
5.4	Fire Hydrant Assembly	4	EA	\$ 7,000.00	\$ 28,000.00	2		\$ -
5.5	Gate Valve, 6"	5	EA	\$ 4,200.00	\$ 21,000.00	4.5		\$ 28,800.00
5.6	Remove and Reinstall Hydrant Assembly	2	EA	\$ 6,000.00	\$ 12,000.00	4.0	1	\$ 18,000.00
5.7	Water Service, 1"	9	EA	\$ 3,000.00	\$ 27,000.00	1.0		\$ 6,000.00
5.8	Lower Existing Water Service	6	EA	\$ 1,000.00	\$ 6,000.00	10.0	2	\$ 30,000.00
5.9	Adjust Valve Box/Clap Stop	5	EA	\$ 300.00	\$ 1,500.00	1.0		\$ 1,000.00
5.10	Remove Water Main	84	LF	\$ 10.00	\$ 840.00			\$ -
6.1	Manhole, Type SW-601, 48" Dia.	1	EA	\$ 8,000.00	\$ 8,000.00	120.0	1	\$ 1,200.00
6.2	Manhole, Type SW-501	2	EA	\$ 4,000.00	\$ 8,000.00	1.0		\$ 5,000.00
6.3	Manhole, Type SW-503	2	EA	\$ 5,000.00	\$ 10,000.00	2.0		\$ 8,000.00
6.4	Manhole, Type SW-505	1	EA	\$ 4,000.00	\$ 4,000.00	1.0	1	\$ 5,000.00
6.5	Manhole, Type SW-505	8	EA	\$ 5,000.00	\$ 40,000.00	1.0		\$ 4,000.00
6.6	Manhole, Type SW-612, 18", Type 4A Coating	2	EA	\$ 4,000.00	\$ 8,000.00	6.0		\$ 25,000.00
6.7	Manhole, Type SW-612, 30", Type 4A Coating	3	EA	\$ 5,000.00	\$ 15,000.00	3.0		\$ 12,000.00
6.8	Pipe Apron, 24" RCP w/ Footing and Apron Guard	1	EA	\$ 3,000.00	\$ 3,000.00	2.0		\$ 10,000.00
6.9	Pipe Apron, 18" CMP w/ Apron Guard	1	EA	\$ 1,000.00	\$ 1,000.00	1.0		\$ 3,000.00
6.10	Removal of Inlets	6	EA	\$ 200.00	\$ 1,200.00	4.0		\$ 800.00
6.11	Sanitary Manhole Adjustment	4	EA	\$ 500.00	\$ 2,000.00			\$ -
7.1	Driveway, Form, FCG, 6" Depth	827	SY	\$ 40.00	\$ 33,080.00			\$ -
7.2	Standard / 8-in Firm FCG Pavement, Class C, 6" Depth	4,382	SY	\$ 40.00	\$ 175,280.00			\$ -
7.3	Full Depth Patch, FCG, 6"	75	SY	\$ 85.00	\$ 6,375.00			\$ -
7.4	6" Reinforcing Steel Mat	68	SY	\$ 8.00	\$ 544.00			\$ -
7.5	Temporary Roadway, Granular Surfacing	400	TON	\$ 30.00	\$ 12,000.00	87.74		\$ 2,632.20
7.6	Sidewalk, PCC, 6"	686	SY	\$ 55.00	\$ 37,770.00			\$ -
7.7	Sidewalk, PCC, 6"	26	SY	\$ 60.00	\$ 1,560.00			\$ -
7.8	Detachable Winding Panels	88	SP	\$ 25.00	\$ 2,200.00			\$ -
8.1	Traffic Control	1	LB	\$ 10,000.00	\$ 10,000.00	0.50		\$ 5,000.00
8.2	Permanet Markings (Crosswalks)	1	LB	\$ 2,000.00	\$ 2,000.00			\$ -
9.1	Soil Testing	947	BQ	\$ 60.00	\$ 56,820.00			\$ -
9.2	Soil Sampling and Fertilizing, Type 1, and Hydroseeding	0.40	AC	\$ 5,000.00	\$ 2,000.00			\$ -
9.3	88 Fence Removal	1,172	LF	\$ 3.00	\$ 3,516.00			\$ -
9.4	Concrete Walkboard	1,172	LF	\$ 1.00	\$ 1,172.00	40.00		\$ 120.00
9.5	Inlet Protection Device	2	EA	\$ 1,000.00	\$ 2,000.00			\$ -
9.6	Inlet Protection Device, Maintenance	10	EA	\$ 300.00	\$ 3,000.00			\$ -
9.7	Type "T" Inlet Filter	40	EA	\$ 80.00	\$ 3,200.00			\$ -
9.8	Storm Water Pollution Prevention Plan Management	15	EA	\$ 100.00	\$ 1,500.00			\$ -
9.9	Storm Water Pollution Prevention Plan Inspections	1	LB	\$ 2,000.00	\$ 2,000.00	0.88		\$ 600.00
9.10	Fielding Wall, Modular Block	230	SP	\$ 30.00	\$ 6,900.00			\$ -
9.11	Temporary Hydroseeding	1.2	AG	\$ 2,000.00	\$ 2,400.00			\$ -
TOTAL ORIGINAL CONTRACT =					\$ 884,821.80			
					Change Order 1	\$ 1,712.00		\$ 99,138.00
					Change Order 2	\$ 28,846.11		\$ 21,334.00
					\$ 1,012,163.91			\$ 32,249.11
								\$ 402,722.71

CHANGE ORDER SUMMARY:

Change Order No.	Item	Description	Quantity	Unit	Unit Price	Total Price	
Change Order No. 1	2.9	Removal of Storm Sewer Culverts	(43)	LF	\$ 10.00	\$ (430.00)	
	4.1	Storm Sewer, Trenched, 18" RCP	(25)	LF	\$ 88.00	\$ (2,200.00)	
	4.3	Storm Sewer, Trenched, 24" RCP	(45)	LF	\$ 121.50	\$ (5,467.50)	
	4.10	CO 1: Storm Sewer Trenched 12" DIP	22	LF	\$ 113.00	\$ 2,486.00	
	5.1	Remove Water Main	(230)	LF	\$ 10.00	\$ (2,300.00)	
	5.5	6" Gate Valve	(1)	EA	\$ 4,200.00	\$ 4,200.00	
	B.11	CO 1: Expose and cap old hydrant location	1	LB	\$ 1,800.00	\$ 1,800.00	
	B.12	CO 1: 6" Hot Tap & Valve	1	LB	\$ 1,800.00	\$ 1,800.00	
	B.13	CO 1: Water Line Rework at 61-90 (Booth and Broadway)	1	LB	\$ 3,000.00	\$ 3,000.00	
	B.3	Inlets Type SW-503	(1)	EA	\$ 5,000.00	\$ 5,000.00	
	B.12	CO 1: Inlets SW-501	1	EA	\$ 5,000.00	\$ 5,000.00	
						\$ 1,712.00	Change Order No. 1
Change Order No. 2	4.11	Storm Sewer/Service Sewer Pipe corral	1	LB	\$ 5,486.00	\$ 5,486.00	
	5.3	12" PVC Water Main	(20)	LF	\$ 140.00	\$ 2,800.00	
	5.8	Fire Hydrant Assembly Remove and Replace	(1)	Each	\$ 2,800.00	\$ 2,800.00	
	5.70	Add water service (714 Van Dorn)	1	Each	\$ 3,000.00	\$ 3,000.00	
	B.11	Expose and Cap old hydrant location	1	LB	\$ 1,800.00	\$ 1,800.00	
	B.14	Expose water line box At Broadway and Van Dorn & Booth	1	LB	\$ 3,200.00	\$ 3,200.00	
	B.18	Storm Drain Corral: Lower Water Line	1	LB	\$ 3,200.00	\$ 3,200.00	
	B.15	Reconnect water line 7' above at Washington/Booth + explore	1	LB	\$ 6,074.84	\$ 6,074.84	
	B.17	Fire 4" valve and reducer at Prospect & Booth	1	LB	\$ 5,708.18	\$ 5,708.18	
	B.18	Fire 4" valve and reducer at Prospect & Booth	1	LB	\$ 2,640.00	\$ 2,640.00	
	B.15	Inlets Type SW-501, increase depth	1	LB	\$ 1,400.00	\$ 1,400.00	
						\$ 28,846.11	Change Order No. 2

CHANGE ORDER NO. 2

OWNER: City of Polk City

PROJECT: Washington & Booth Reconstruction  
PROJECT #: 113.0648.01

To: Synergy Contracting, Inc.  
Contractor  
PO Box 398  
Address  
Bondurant, IA 50035  
City, State, Zip

You are directed to make the following changes in this contract:

1. Description of change to be made:
  - 5.14(new) Extra Work Order - 4/30/16 Broadway & Booth and Van Dam & Booth - Expose Water & Standby time  
Time and material to expose water line and utilities at listed locations.
  - 5.7 Add Water Service 714 Van Dam (Booth)
  - 5.6 Delete Remove and Relocate Fire Hydrant Assembly 1008+56
  - 4.11(new) Extra Work Order Storm Sewer / Sewer Line Conflict 5/20/15  
Storm Sewer conflict with Sewer at Booth and Prospect. Resolved with storm line grade changes and concrete pipe support
  - 5.15(new) Extra Work Order - 5/18/15 Lower Water Line  
Lower existing water line in Prospect at Booth due to conflict with proposed storm line. Includes main shutdown, thrust blocks.
  - 6.13 (new) Extra Work Order - Increase Depth of BT-4  
Increase depth of BT-4 (new riser) due to conflict in proposed storm cross run with existing sanitary sewer main
  - 5.11 Extra Work Order - 6/2/15 Cap existing hydrant barrel - damaged fire hydrant location  
Continued work to cap existing hydrant barrel.
  - 5.16(new) Extra Work Order - 5/12/15 & 6/2/15 Reconstruct Water Line Connection @ Washington & Booth  
Reconstruct water line with megapak fittings replacing lead push-on (unrestrained fittings) and place thrust blocks per current std. Additional water line shutdown time due to leaking valves in the area. Explore area to determine existing configuration
  - 5.17(new) Extra Work Order: Replace water valve at Prospect water line tie-in  
Replace water valve due to incompatible valve type, valve leaking. Includes main shut down.
  - 5.3 Change Work Order May 28, 2015  
Delete 30 L.P. 12" PVC Water Main
2. Reason for Change:
  - 5.14 (new) Expose water line at Van Dam & Standby for engineer & Public Works to examine existing condition and approve change to hot tap. Expose water line and standby for Engineer to approve reroute to comply with water / storm separations standards due to location of existing water line & proposed storm.
  - 5.7 Add Water Service: This house was originally thought to be served off of Van Dam but was served from the Booth water main.
  - 5.6 Fire hydrant assembly (remove and relocate) not required. Public Works directed capping of hydrant barrel this location.
  - 4.11 (new) Storm drain line conflicted with existing sewer. Sanitary sewer pipe support required to be constructed to structurally protect crossing.
  - 5.15(new) Lower water main in Prospect to eliminate conflict with storm drain west side of Booth
  - 6.13 (new) Increase BT-4 depth (precast unit) to lower storm drain line to adjust for conflict in existing sanitary sewer line
  - 5.11 Cap existing hydrant barrel. Exploration work paid previously on CO 1.
  - 5.16(new) Reconstruct water line connection valve to valve. Old water line used lead push-on joints (unrestrained) required full shutdown to connect. Per request from Public Works based on exploratory discovery of existing condition and leaking valves in area.
  - 5.17(new) Install new water valve on Prospect and reducer fittings. Existing valve type incompatible, leaking and line 6" versus 4" per records.
  - 5.3 Delete Plan Quantity of 12" water main included as a contingency for potential conflict with Storm Sewer Intake ST-2. Relocation not required.

3. Settlement for the cost of making the change shall be as follows:

Item No.	Item Description	Quantity	Unit	Unit Price	Total Price
4.11(new)	Storm Sewer/Sanitary Sewer Pipe conflict	1	LS	\$ 6,485.00	\$ 6,485.00
5.3	12" PVC Water Main	(30)	LF	\$ 140.00	\$ (4,200.00)
5.6	Fire Hydrant Assembly Remove and Replace	(1)	Each	\$ 2,500.00	\$ (2,500.00)
5.7	Add water service (714 Van Dam)	1	Each	\$ 3,000.00	\$ 3,000.00
5.11 (New)	Expose and Cap old hydrant location	1	LS	\$ 1,525.00	\$ 1,525.00
5.14(New)	Expose water line line At Broadway and Van Dam & Booth	1	LS	\$ 3,205.00	\$ 3,205.00
5.15(New)	Storm Drain Conflict: Lower Water Line	1	LS	\$ 6,074.84	\$ 6,074.84
5.16(New)	Reconstruct water line T area at Washington/Booth + explore	1	LS	\$ 8,708.18	\$ 8,708.18
5.17(New)	New 4" valve and reducer at Prospect & Booth	1	LS	\$ 2,840.00	\$ 2,840.00
6.13 (New)	Intake Type BW-501, increase depth	1	LS	\$ 1,400.00	\$ 1,400.00
TOTAL				\$	\$ 26,646.11

4. This change order will result in a net change in the contract completion time of 8 additional working days and a net increase in the cost of the project of \$25,649.11, divided as follows:

	Contract Amount	Contract Completion Date
Approved funds and contract completion date as per (Engineer's Estimate, Contract or last approved C.O. 1)	\$ 676,490.84	78 working days
Change due to this C.O. (+ or -)	\$ 25,649.11	8
<b>Totals including this C.O.:</b>	<b>\$ 702,140.05</b>	<b>84 working days</b>

The change described herein is understood, and the terms of settlement are hereby agreed to:

Snyder & Associates, Inc.  
ENGINEER  
By [Signature] DATE: 7-7-15

SYNERGY CONSTRUCTION  
CONTRACTOR  
By [Signature] DATE: 7-7-15

City of Polk City, Iowa  
OWNER  
By \_\_\_\_\_ DATE: \_\_\_\_\_

### APPLICATION FOR PARTIAL PAYMENT NO. 3

PROJECT: Washington & Booth Street Reconstruction  
OWNER: CITY OF POLK CITY  
CONTRACTOR: Synergy  
ADDRESS: 1120 2nd Street NE  
Bondurant IA 50035  
DATE: 7/7/2015

S&A PROJECT NO.: 113.0548

PAYMENT PERIOD: 6/1/5 through 6/30/15

#### 1. CONTRACT SUMMARY:

Original Contract Amount: \$ 986,076.80  
Net Change by Change Order: \$ 27,261.71  
Contract Amount to Date: \$ 1,013,338.51

#### CONTRACT PERIOD: TOTAL WORKING DAYS

Original Contract Date: August 4, 2014  
Original Contract Time: 75  
Added by Change Order: 9  
Contract Time to Date: 84  
Time Used to Date: 42  
Contract Time Remaining: 42

#### 2. WORK SUMMARY:

Total Work Performed to Date: \$ 452,722.71  
Retainage: 5% \$ 22,636.14  
Total Earned Less Retainage: \$ 430,086.57  
Less Previous Applications for Payment: \$ 305,844.90  
AMOUNT DUE THIS APPLICATION: \$ 124,241.67

#### 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 [Signature]

DATE: 7-7-15

#### 4. ENGINEER'S APPROVAL:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended:

Snyder & Associates, Inc.  
ENGINEER

By [Signature]

DATE: 7-7-15

#### 5. OWNER'S APPROVAL

City of Polk City  
OWNER

By \_\_\_\_\_

DATE: \_\_\_\_\_

CHANGE ORDER NO. 2

OWNER: City of Polk City

PROJECT: Washington & Booth Reconstruction  
PROJECT #: 113.0548.01

To: Synergy Contracting, Inc.  
Contractor  
PO Box 338  
Address  
Bondurant, IA 50035  
City, State, Zip

You are directed to make the following changes in this contract:

1. Description of change to be made:
  - 5.14(new) Extra Work Order - 4/30/15 Broadway & Booth and VanDorn & Booth- Expose Water & Standby time  
Time and material to expose water line and utilities at listed locations.
  - 5.7 Add Water Service 714 Van Dorn (Brecht)
  - 5.6 Delete Remove and Relocate Fire Hydrant Assembly 1006456
  - 4.11(new) Extra Work Order Storm Sewer / Sewer Line Conflict 5/20/15  
Storm Sewer conflict with Sewer at Booth and Prospect. Resolved with storm line grade changes and concrete pipe support
  - 5.15(new) Extra Work Order - 5/16/15 Lower Water Line  
Lower existing water line in Prospect at Booth due to conflict with proposed storm line. Includes main shutdown, thrust blocks.
  - 6.13 (new) Extra Work Order - Increase Depth of ST-4  
increase depth of ST-4 (new riser) due to conflict in proposed storm cross run with existing sanitary sewer main
  - 5.11 Extra Work Order - 6/2/15 Cap existing hydrant barrel - damaged fire hydrant location  
Continued work to cap existing hydrant barrel.
  - 5.16(new) Extra Work Order - 5/13/15 & 6/2/15 Reconstruct Water line Connection @ Washington & Booth  
Reconstruct water line with megaling fittings replacing lead push-on (unrestrained fittings) and place thrust blocks per current std. Additional water line shutdown time due to leaking valves in the area. Explore area to determine existing configuration
  - 5.17(new) Extra Work Order: Replace water valve at Prospect water line tie-in  
Replace water valve due to incompatible valve type, valve leaking. Includes main shut down.
  - 5.3 Change Work Order May 29, 2015  
Delete 30 LF 12" PVC Water Main
2. Reason for Change:
  - 5.14 (new) Expose water line at Van Dorn & Standby for engineer & Public Works to examine existing condition and approve change to hot tap. Expose water line and standby for Engineer to approve reroute to comply with water / storm separations standards due to location of existing water line & proposed storm.
  - 5.7 Add Water Service: This house was originally thought to be served off of Van Dorn but was served from the Booth water main.
  - 5.6 Fire hydrant assembly (remove and relocate) not required. Public Works directed capping of hydrant barrel this location.
  - 4.11 (new) Storm drain line conflicted with existing sewer. Sanitary sewer pipe support required to be constructed to structurally protect crossing.
  - 5.15(new) Lower water main in Prospect to eliminate conflict with storm drain west side of Booth
  - 6.13 (new) Increase ST-4 depth (precast unit) to lower storm drain line to adjust for conflict in existing sanitary sewer line
  - 5.11 Cap existing hydrant barrel. Exploration work paid previously on CO 1.
  - 5.16(new) Reconstruct water line connection valve to valve. Old water line used lead push-on joints (unrestrained) required full shutdown to connect. Per request from Public Works based on exploratory discovery of existing condition and leaking valves in area.
  - 5.17(new) Install new water valve on Prospect and reducer fittings. Existing valve type incompatible, leaking and line 6" versus 4" per records.
  - 5.3 Delete Plan Quantity of 12' water main included as a contingency for potential conflict with Storm Sewer Intake ST-2. Relocation not required.

3. Settlement for the cost of making the change shall be as follows:

Item No.	Item Description	Quantity	Unit	Unit Price	Total Price
4.11(new)	Storm Sewer/Sanitary Sewer Pipe conflict.	1	LS	\$ 5,495.09	\$ 5,495.09
5.3	12" PVC Water Main	(30)	LF	\$ 140.00	\$ (4,200.00)
5.6	Fire Hydrant Assembly Remove and Replace	(1)	Each	\$ 2,500.00	\$ (2,500.00)
5.7	Add water service (714 Van Dorn)	1	Each	\$ 3,000.00	\$ 3,000.00
5.11 (New)	Expose and Cap old hydrant location	1	LS	\$ 1,526.00	\$ 1,526.00
5.14(New)	Expose water line line At Broadway and Van Dorn & Booth	1	LS	\$ 3,205.00	\$ 3,205.00
5.15(New)	Storm Drain Conflict Lower Water Line	1	LS	\$ 6,074.84	\$ 6,074.84
5.16(New)	Reconstruct water line T area at Washington/Booth + explore	1	LS	\$ 8,708.18	\$ 8,708.18
5.17(New)	New 4" valve and reducer at Prospect & Booth	1	LS	\$ 2,840.00	\$ 2,840.00
6.13 (New)	Intake Type SW-S01 , Increase depth	1	LS	\$ 1,400.00	\$ 1,400.00
				TOTAL	\$ 25,549.11

4. This change order will result in a net change in the contract completion time of 6 additional working days and a net increase in the cost of the project of \$25,549.11, divided as follows:

Approved funds and contract completion date as per (Engineer's Estimate, Contract or last approved C.O. 1)	Contract Amount	Contract Completion Date
	\$ 675,490.84	78 working days
Change due to this C.O. (+ or -)	\$ 25,549.11	6
Totals including this C.O.:	\$ 701,040.05	84 working days

The change described herein is understood, and the terms of settlement are hereby agreed to:

Snyder & Associates, Inc.  
ENGINEER  
By: [Signature]

DATE: 7/7/15

SYNERGY CONSTRUCTION  
CONTRACTOR  
By: [Signature]

DATE: 7-7-15

City of Polk City, Iowa  
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 #
<b>GENERAL CONSTRUCTION</b>							
1.1	Mobilization	1	LS	\$ 21,000.00	\$ 21,000.00	0.50	\$ 10,500.00
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	0.4	\$ 1,680.00
1.5	Temporary Signs	1	LS	\$ 2,800.00	\$ 2,800.00	0.50	\$ 1,400.00
<b>PAVING WORK</b>							
2.1	Clearing and Grubbing	1	LS	\$ 10,000.00	\$ 10,000.00	0.75	\$ 7,500.00
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	500.0	\$ 5,000.00
2.5	Excavation, Class 10	2,054	CY	\$ 14.00	\$ 28,756.00	1,800.0	\$ 22,400.00
2.6	Pavement Removal	3,906	SY	\$ 8.00	\$ 31,248.00	1,509.0	\$ 12,072.00
2.7	Removal of Driveway	635	SY	\$ 6.00	\$ 5,060.00	87.0	\$ 886.00
2.8	Sidewalk Removal	201	SY	\$ 6.00	\$ 1,806.00		\$ -
2.9	Removal of Storm Sewer/Culverts <= 36"	452	LF	\$ 10.00	\$ 4,520.00	360.0	\$ 3,600.00
<b>STORM SEWER AND STORM</b>							
4.1	Storm Sewer, Trenched, 15" RCP, Class III	721	LF	\$ 98.00	\$ 70,656.00	688.0	\$ 68,404.00
4.2	Storm Sewer, Trenched, 18" RCP, Class III	14	LF	\$ 100.80	\$ 1,411.20	14.0	\$ 1,411.20
4.3	Storm Sewer, Trenched, 24" RCP, Class III	539	LF	\$ 121.80	\$ 65,528.40	494.0	\$ 60,189.20
4.4	Storm Sewer, Trenched, 8" PVC	63	LF	\$ 42.00	\$ 3,465.00	63.0	\$ 3,486.00
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, Cleansoil, Type A-1	3	EA	\$ 500.00	\$ 1,500.00		\$ -
4.8	Subdrain, Outlet and Connections	19	EA	\$ 350.00	\$ 6,650.00		\$ -
4.9	Sump Service Subdrain	19	EA	\$ 420.00	\$ 7,980.00	3.0	\$ 1,260.00
<b>WATER MAIN AND HYDRANT SERVICES</b>							
5.1	Water Main, Trenched, PVC, 4"	10	LF	\$ 70.00	\$ 700.00	10.0	\$ 700.00
5.2	Water Main, Trenched, PVC, 8"	612	LF	\$ 42.00	\$ 34,104.00	612.0	\$ 34,104.00
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	4.0	\$ 28,000.00
5.5	Gate Valve, 8"	5	EA	\$ 4,200.00	\$ 21,000.00	4.0	\$ 16,800.00
5.6	Remove and Relocate Hydrant Assembly	2	EA	\$ 5,600.00	\$ 11,200.00	1.0	\$ 5,600.00
5.7	Water Service, 1"	9	EA	\$ 3,000.00	\$ 27,000.00	10.0	\$ 30,000.00
5.8	Lower Existing Water Service	5	EA	\$ 1,000.00	\$ 5,000.00	1.0	\$ 1,000.00
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	120.0	\$ 1,200.00
<b>SANITARY AND TOPSOIL</b>							
6.1	Manhole, Type SW-401, 48" Dia.	1	EA	\$ 5,000.00	\$ 5,000.00	1.0	\$ 5,000.00
6.2	Intake, Type SW-501	2	EA	\$ 4,000.00	\$ 8,000.00	2.0	\$ 8,000.00
6.3	Intake, Type SW-503	2	EA	\$ 5,000.00	\$ 10,000.00	1.0	\$ 5,000.00
6.4	Intake, Type SW-505	1	EA	\$ 4,000.00	\$ 4,000.00		\$ -
6.5	Intake, Type SW-508	5	EA	\$ 5,000.00	\$ 25,000.00	5.0	\$ 25,000.00
6.6	Intake, Type SW-512, 18", Type 4A Casting	2	EA	\$ 4,000.00	\$ 8,000.00	2.0	\$ 8,000.00
6.7	Intake, Type SW-512, 30", Type 4A Casting	3	EA	\$ 5,000.00	\$ 15,000.00	3.0	\$ 15,000.00
6.8	Pipe Apron, 24" RCP w/ Footing and Apron Guard	1	EA	\$ 3,000.00	\$ 3,000.00	1.0	\$ 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	5	EA	\$ 200.00	\$ 1,000.00	4.0	\$ 800.00
6.11	Sanitary Manhole Adjustment	4	EA	\$ 500.00	\$ 2,000.00		\$ -
<b>CONCRETE AND PAVING WORK</b>							
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	88	SY	\$ 9.00	\$ 812.00		\$ -
7.5	Temporary Roadway, Granular Surfacing	480	TON	\$ 30.00	\$ 14,400.00	87.74	\$ 2,632.20
7.6	Sidewalk, PCC, 4"	885	SY	\$ 35.00	\$ 30,975.00		\$ -
7.7	Sidewalk, PCC, 6"	28	SY	\$ 50.00	\$ 1,400.00		\$ -
7.8	Detectable Warning Panels	69	SF	\$ 35.00	\$ 2,395.00		\$ -
<b>TRAFFIC CONTROL</b>							
8.1	Traffic Control	1	LS	\$ 10,000.00	\$ 10,000.00	0.50	\$ 5,000.00
8.2	Pavement Markings (Crosswalks)	1	LS	\$ 2,000.00	\$ 2,000.00		\$ -
<b>SCAPE WORK AND LANDSCAPING</b>							
9.1	Sodding	847	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	SR Fence	1,172	LF	\$ 3.00	\$ 3,516.00	40.00	\$ 120.00
9.4	SR 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 "I" 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	0.33	\$ 660.00
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 =	\$ 884,821.80		\$ 386,139.80
				Change Order 1	\$ 1,712.60		\$ 21,334.00
				Change Order 2	\$ 25,548.11		\$ 32,249.11
					\$ 1,012,183.51	Total Due	\$ 462,722.71

CHANGE ORDER SUMMARY:

Change Order No.	Item	Quantity	Unit	Unit Price	Total Price	Change Order No.	Item	Quantity	Unit	Unit Price	Total Price		
Change Order No. 1	2.9	Removal of Storm Sewer Culverts	(43)	LF	\$ 10.00	\$ (430.00)	Change Order No. 1	4.1	Storm Sewer, Trenched, 15" RCP	(23)	LF	\$ 98.00	\$ (2,254.00)
	4.1	Storm Sewer, Trenched, 15" RCP	(23)	LF	\$ 98.00	\$ (2,254.00)		4.3	Storm Sewer, Trenched, 24" RCP	(43)	LF	\$ 121.80	\$ (5,237.40)
	4.3	Storm Sewer, Trenched, 24" RCP	(43)	LF	\$ 121.80	\$ (5,237.40)		4.10	CO 1: Storm Sewer Trenched 12" DIP	23	LF	\$ 113.00	\$ 2,599.00
	4.10	CO 1: Storm Sewer Trenched 12" DIP	23	LF	\$ 113.00	\$ 2,599.00		5.1	Remove Water Main	(280)	LF	\$ 10.00	\$ (2,800.00)
	5.1	Remove Water Main	(280)	LF	\$ 10.00	\$ (2,800.00)		5.5	8" Gate Valve	(1)	EA	\$ 4,200.00	\$ (4,200.00)
	5.5	8" Gate Valve	(1)	EA	\$ 4,200.00	\$ (4,200.00)		5.11	CO 1 Expose and cap old hydrant location	1	LS	\$ 1,835.00	\$ 1,835.00
	5.11	CO 1 Expose and cap old hydrant location	1	LS	\$ 1,835.00	\$ 1,835.00		5.12	CO 1: 8" Hot Tap & Valve	1	LS	\$ 5,500.00	\$ 5,500.00
	5.12	CO 1: 8" Hot Tap & Valve	1	LS	\$ 5,500.00	\$ 5,500.00		5.13	CO 1 Water Line Reroute at ST-10 (Booth and Broadway)	1	LS	\$ 6,300.00	\$ 6,300.00
	5.13	CO 1 Water Line Reroute at ST-10 (Booth and Broadway)	1	LS	\$ 6,300.00	\$ 6,300.00		8.3	Intake Type SW-503	(1)	EA	\$ 5,000.00	\$ (5,000.00)
	8.3	Intake Type SW-503	(1)	EA	\$ 5,000.00	\$ (5,000.00)		6.12	CO 1: Intake SW-504	1	EA	\$ 5,000.00	\$ 5,000.00
	6.12	CO 1: Intake SW-504	1	EA	\$ 5,000.00	\$ 5,000.00							
					\$ 1,712.60								\$ 21,334.00
Change Order No. 2	4.11	Storm Sewer/Sanitary Sewer Pipe Conflict	1	LS	\$ 5,495.09	\$ 5,495.09	Change Order No. 2	5.3	12" PVC Water Main	(30)	LF	\$ 140.00	\$ (4,200.00)
	5.3	12" PVC Water Main	(30)	LF	\$ 140.00	\$ (4,200.00)		5.6	Fire Hydrant Assembly Remove and Replace	(1)	Each	\$ 2,500.00	\$ (2,500.00)
	5.6	Fire Hydrant Assembly Remove and Replace	(1)	Each	\$ 2,500.00	\$ (2,500.00)		5.70	Add water service (714 Van Dorn)	1	Each	\$ 3,000.00	\$ 3,000.00
	5.70	Add water service (714 Van Dorn)	1	Each	\$ 3,000.00	\$ 3,000.00		5.11	Expose and Cap old hydrant location	1	LS	\$ 1,526.00	\$ 1,526.00
	5.11	Expose and Cap old hydrant location	1	LS	\$ 1,526.00	\$ 1,526.00		5.14	Expose water line line At Broadway and Van Dom & Booth	1	LS	\$ 3,205.00	\$ 3,205.00
	5.14	Expose water line line At Broadway and Van Dom & Booth	1	LS	\$ 3,205.00	\$ 3,205.00		5.15	Storm Drain Conflict: Lower Water Line	1	LS	\$ 6,074.84	\$ 6,074.84
	5.15	Storm Drain Conflict: Lower Water Line	1	LS	\$ 6,074.84	\$ 6,074.84		5.16	Reconstruct water line T area at Washington/Booth + explore	1	LS	\$ 8,708.18	\$ 8,708.18
	5.16	Reconstruct water line T area at Washington/Booth + explore	1	LS	\$ 8,708.18	\$ 8,708.18		5.17	New 4" valve and reducer at Prospect & Booth	1	LS	\$ 2,840.00	\$ 2,840.00
	5.17	New 4" valve and reducer at Prospect & Booth	1	LS	\$ 2,840.00	\$ 2,840.00		6.13	Intake Type SW-501, increase depth	1	LS	\$ 1,400.00	\$ 1,400.00
6.13	Intake Type SW-501, increase depth	1	LS	\$ 1,400.00	\$ 1,400.00								
				\$ 25,548.11							\$ 32,249.11		

**POLK CITY: TWELVE OAKS PLAT 2**  
**PUNCH LIST**  
**WALK-THRU: November 7, 2014**  
**Updated: November 14, 2014**  
**Updated: July 1, 2015 (Revised: 7-8-15)**

***NO PERMANENT CERTIFICATES OF OCCUPANCY SHALL BE ISSUED UNTIL  
THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED BY CITY COUNCIL.***

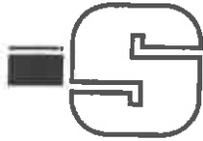
All of the following items shall be completed prior to acceptance of the public improvements:

**Contractor Items:**

11. Install beams, or stainless steel angle iron and fasteners, in Intake #7 at back wall and in Intake #5 at front wall.
14. Install rodent guards on subdrain inside intakes #7.
17. Install end-of-pavement markers at ends of Twelve Oaks Drive and Twelve Oaks Court.
18. Seed all disturbed areas south of E. Southside Drive with erosion control mix.
19. Seed all disturbed areas north of E. Southside Drive with lawn mix.
22. Pave pcc pad in front of Lot 1 for cluster mailboxes.
27. Route and seal crack at 3<sup>rd</sup> panel south of 12 Oaks Ct intersection. (Crack at south end of 12 Oaks Drive may be deferred until construction of pavement in Plat 3.)
28. Remove all construction debris from plat including concrete at the end of 12 Oaks Drive.
29. Replace "No Parking" sign on the south side of E. Southside Drive.
30. Straighten valve risers at 1320 Twelve Oaks Drive and end of Twelve Oaks Court

**Developer Items:**

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



July 8, 2015

Honorable Mayor and City Council  
City of Polk City  
112 3<sup>rd</sup> Street  
Polk City, Iowa 50226

RE: TWELVE OAKS PLAT 2: ACCEPTANCE OF PUBLIC IMPROVEMENTS  
PROJECT NO. 114.0212.01

Dear Honorable Mayor and City Council:

The public improvements associated with the above referenced plat have been completed in substantial conformance with the approved construction drawings. The developer has provided the as-built Record Drawings, including as-built elevations along swale flowlines in conformance with the City's requirements. In addition, the developer's land surveyor has certified that pins have been set at all property corners.

CTI has provided a 4-year maintenance bond for paving in the amount of \$121,891.00. Gator has provided a 4-year maintenance bond for the storm sewer, sanitary sewer and water main in the amount of \$304,032.30. The date of Council acceptance, anticipated on July 13, 2015, will be the start date for these bonds which are retained in the City Clerk's files.

The developer has requested the requirement for a Sidewalk Bond be waived since all remaining public sidewalks will be constructed by the future homebuilders.

We understand the developer will have the punchlist items, with the exception of seeding, completed prior to 4:00 pm on July 13, 2015. Once we confirm this work is actually complete, we will be in a position to recommend acceptance of the public improvements associated with Twelve Oaks Plat 2. We will further recommend City Administrator be authorized to return the developer's check, in the amount of \$39,849, once grass is established. Prior to Council action, the City Clerk should confirm all fees have been paid in full. If you have any questions, we will be at the Council meeting to discuss them with you.

Sincerely,

SNYDER & ASSOCIATES, INC.

Kathleen Connor  
City Engineering Representative

CC: Gary Mahannah  
Mike Schulte

## Acceptance of Public Improvements

City of Polk City, Iowa

Plat Name: Twelve Oaks Plat 2

Item	Amount	Who	Complete	Date
<b>Construction of Improvements - Contractor Items:</b>				
Walk-Thru	-	Snyder/Contractor	Yes	11/7/2014
2 Air Test Results (must meet SUDAS)	-	Contractor	Yes	11/13/2014
Pressure & Bacteria Test Results (must pass)		Contractor	Yes	11/20/2014
Open/Test hydrants (must pass)		Contractor	Yes	11/17/2014
Intake box-outs poured		Contractor	Yes	11/12/2014
Mandrel pulled (must pass)		Contractor	Yes	11/12/2014
Pour beam in intakes (if more than 1.5" offset)		Contractor	n/a	11/17/2014
Punch List Complete	-	Contractor		
Sanitary Sewer video, repairs, & re-televising if any	-	Contractor	Yes	10/1/3014
<b>Engineering/Survey Items:</b>				
As-built Record Dwgs:	----	----	---	----
- 3 signed full-size plan sets of Record Drawings	-	Cooper-Crawford	Yes	4/15/2015
- pdf of Record Drawings (full plan set)	-	Cooper-Crawford	Yes	4/16/2015
- CAD file of Record Drawings	-	Cooper-Crawford	Yes	4/16/2015
Letter Stating As-built swales meet SWMP		Cooper-Crawford	Yes	4/15/2015
L.S. Certification all property corners set	-	Cooper-Crawford	Yes	4/15/2015
<b>Maintenance Bonds - Contractor Items:</b>				
Service Locates in Table	-	Gator	Yes	5/1/2015
Paving (4-year Maintenance Bond)	\$121,891.00	CTI	Yes	10/17/2014
Water (4-year Maintenance Bond)	\$304,032.30	Gator	Yes	9/25/2014
Sanitary Sewer (4-year Maintenance Bond)	"	Gator	Yes	9/25/2014
Storm Sewer (4-year Maintenance Bond)	"	Gator	Yes	9/25/2014
Sidewalk Bond	n/a	-	To Be Waived	----
<b>Miscellaneous:</b>				
Mid Am Contract (if Streetlights are not installed)	-	Developer	Yes	11/7/2014
Cluster mailbox: Installed or Developer letter		Developer	Yes	7/1/2015
Reimbursement for street signs		Developer	Yes	11/13/2014
All Engineering Review fees paid to City Clerk		Developer	City to confirm	

# Polk City Water Department

## Monthly Report

Month June

Year 2015

Total Water Pumped 11070500 Gallons  
Monthly Daily Avg 36016 Gallons

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### Testing Results

- **SDWA Bacteriological Coliform Analysis** Polk City University Hygienic Lab.  
Fecal Coliform Analysis- Sample incubated 35c for 48 hrs then examine for gas production. Gas production verifies presence of fecal coliform organisms.
- **Fluoride Analysis** 1.0 University Hygienic Lab.  
A fluoride concentration of approx. 1mg/l in drinking water effectively reduces dental caries without harmful effects on health. MCL for fluoride is 4.0 mg/l.  
Fluoride at Plant- Monthly Average .90 mg/l Polk City Lab.  
Fluoride in System- Monthly Average .76 mg/l Polk City Lab.
- **Chlorine Free At Plant- Monthly Average** 1.76 mg/l Polk City Lab.  
**Chlorine Total at plant- Monthly Average** 2.8 mg/l Polk City Lab.  
**Chlorine Free in System- Monthly Average** .87 mg/l Polk City Lab.  
**Chlorine Total in System- Monthly Average** 1.07 mg/l Polk City Lab.  
Chlorine requirement is the quantity of chlorine that must be added to H2O to achieve complete disinfection of pathogens and protozoa. Chlorine residuals will vary widely depending on organic loading. We also use chlorine to oxidize iron prior to filtration.
- **Iron Raw Water- Monthly Average** 5.91 mg/l Polk City Lab.  
**Iron Finish Water- Monthly Average** .01 mg/l Polk City Lab.  
**Iron System Water- Monthly Average** .01 mg/l Polk City Lab.  
Iron occurs in rocks and minerals in the earth's crust. It's the 4<sup>th</sup> most abundant element respectively. Iron has no effect on human health; its main objection is aesthetics. Concentrations of Iron in finish H2O should be between 0.03-0.06mg/l.
- **Manganese Raw Water- Monthly Average** .25 mg/l Polk City Lab.  
**Manganese Finish Water- Monthly Average** .10 mg/l Polk City Lab.  
**Manganese System Water- Monthly Average** .03 mg/l Polk City Lab.  
Manganese also occurs in rocks and the earth's crust. It is the 7<sup>th</sup> most abundant element. Manganese is extremely difficult to remove. Concentrations of Manganese in finish 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** 7.8 mg/l Polk City Lab.  
**pH Finish Water- Monthly Average** 8.2 mg/l Polk City Lab.  
**pH System Water- Monthly Average** 8.0 mg/l Polk City Lab.  
pH scale ranges from 0-14 with 7 being considered neutral. Below 7 becomes corrosive to plumbing, above 7 tends to deposit minerals in plumbing. We add caustic soda to maintain proper pH, which should range between 7.5-7.9 in finish water.

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

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