

Notice of Meeting  
Polk City | City Council  
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April 25, 2016 | 6:30 pm  
City Hall | Council Chambers  
Broadcast live at [www.polkcityia.gov/page/LiveStream](http://www.polkcityia.gov/page/LiveStream)  
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Tentative Meeting Agenda  
Jason Morse | Mayor  
Ron Anderson | Pro Tem

City Council Members: Robert Mordini | Robert Sarchet | Dan Lane | David Dvorak

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Public Comments: This is the time and place for comments for any item other than those that are a Public Hearing. If you wish to speak, please come to the podium and state your name and address for the record. You are requested to keep your comments to five minutes.
5. Consent Items

Action Items

1. Consider motion to approve the City Council Meeting Minutes for April 11, 2016
2. Consider motion to receive and file the Planning and Zoning Commission Minutes for April 18, 2016
3. Consider motion to approve the April 25, 2016 Claims
4. Consider motion to approve the March 2016 Financial Report
5. Consider motion to accept a resignation from Firefighter/EMT Matt Dose effective April 20, 2016
6. Consider motion to approve re-hiring Firefighter/Paramedic Rich Davis as grade 6, step 1 or \$14.95 per hour
7. Consider motion to approve Lisa Mart's request to move to an administrative only position and continue as the FD Human Resources Coordinator

6. New Business

Action Items

1. Economic Development Agreement with Sender's Construction, LLC
  - a. Public Hearing
  - b. Consider motion to approve Resolution 2016-37 entering into Economic Development Agreement with Sender's Construction, LLC and approving payment
2. Arbor League update from Ken Morse and Tree City USA presentation
  - a. Mayor Morse Proclamation announcing April 29, 2016 as Arbor Day
3. Consider motion to approve Resolution 2016-39 to set Public Hearing for rezoning .88 acres from R-2 to C-1(R) restricted to a Funeral Home petitioned by Lakeside Fellowship Church property located at 302 S 2<sup>nd</sup> St.
4. Consider motion to approve Resolution 2016-40 to set Public Hearing for Crossroads at the Lakes regarding the following zoning changes:
  - a. 3.175 acres from R-1 to C-2
  - b. 1.882 acres from R-1 to C-2(R) restricting the use to Business and Professional Offices; Medical Offices and Health Clinics; Studios – Music, Photographic, Dance, and Fitness Centers, all less than 6,000 square feet in size; and Education – Child Care, including Daycare Centers and Pre-Schools
  - c. 42.442 acres from R-1, R-2(R), R-3(R) and C-2 to Planned Unit Development (P.U.D.)

5. Consider motion to approve Hill Brothers Asphalt quote in the amount of \$9,600 to patch four streets; E. Wood, 4<sup>th</sup>, W. Grimes & S. 3<sup>rd</sup>, and Davis
  6. Shawn Comer, Papa's Pizza, presentation on a proposal on leasing the unimproved Alleyway between Giggles and P&M Apparel
  7. Consider motion to approve Resolution 2016-36 approving agreement with North Polk Schools to provide transportation for Summer Rec program at a rate of \$5.46 per mile for 2 buses
  8. Consider motion to approve Resolution 2016-35 Changing Lakefront Dr. to Marina Cove Dr.
  9. Consider motion to approve the second reading of Ordinance 2016-1400 amending Chapter 47 Park Regulations adding section 47.25 Tobacco Free Policy with updated enforcement language
  10. Consider motion to approve the first reading of Ordinance 2016-1500 Water and Sewer Rates amending Chapter 92, Water Rates, Section 92.02, Rates for Service and Chapter 99, Section 99.02, Sewer Rates
7. Mayor's Report
  8. Council Report
    1. Robert Sarchet
    2. Ron Anderson
    3. Dan Lane
    4. David Dvorak
    5. Rob Mordini
  9. Council Discussion
  10. City Administrator's Report
  11. City Staff Reports
    1. Attorney's Report
    2. Engineer's Report
    3. Public Works Department Report | Consider motion to approve a 2 year subscription to SDS Binderworks in the amount of \$3154.50, using a \$1000 grant from ICAP and \$2154.50 from SCCIC
    4. Technology and Innovation Report
    5. Finance Report
    6. Fire Department Report
    7. Police Department Report
    8. Library Report
    9. Citizen Liaison Report
  12. Motion to enter into Closed Session pursuant to Code of Iowa Chapter 21.5 Closed Session, *c.* To discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation
  13. Adjourn until May 9, 2016

**MEETING MINUTES**  
**The City of Polk City**  
**City Council Meeting**  
**6:30 p.m., Monday, April 11, 2016**  
**City Hall**

Polk City, City Council held a meeting at 6:30 p.m., on April 11, 2016. The Agenda was posted at the City Hall office as required by law. **These tentative minutes reflect all action taken at the meeting.**

<p><b><u>Mayor Pro Tem and City Council Members Present:</u></b> Jason Morse   Mayor Ron Anderson   Pro Tem Rob Mordini   City Council Member Dave Dvorak   City Council Member Dan Lane   City Council Member Robert Sarchet   City Council Member</p> <p><b><u>Citizen Liaison Absent:</u></b> Ken Thornton   Citizen Liaison</p>	<p><b><u>Staff Members Present:</u></b> Gary Mahannah   City Administrator Lindsey Huber   City Finance Director Jenny Gibbons   City Clerk Amy Beattie   City Attorney Laura Lamberty, P.E.   City Engineers Kathleen Connor   City Engineering Representative Dan Gubbins   Fire Chief Mike Schulte   Public Works Director Jake Schreier   Technology Director Kim Kellogg   Library Director</p>
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1. **Call to Order** / Mayor Morse called the meeting to order at 6:30 p.m.
2. **Roll Call** / Mordini, Sarchet, Anderson, Lane, Dvorak | In attendance
3. **Approval of Agenda**  
**MOTION:** A motion was made by Dvorak and seconded by Sarchet to approve the meeting agenda  
**MOTION CARRIED UNANIMOUSLY**
4. **Public Comments** / None
5. **Consent Agenda Items**  
**MOTION:** A motion was made by Sarchet and seconded by Lane to approve the consent agenda items.
  1. Consider motion to approve the City Council Meeting Minutes for March 28, 2016
  2. Consider motion to receive and file the Parks Commission Minutes for April 4, 2016
  3. Consider motion to approve the April 11, 2016 Claims
  4. Consider motion to approve Resolution 2016-27 approving Snyder & Associates February 2016 invoice in the amount of \$22,572.70
  5. Consider motion to receive and file the March 7, 2016 Library Board meeting minutes
  6. Consider motion to receive and file the March 2016 Library Stat Report
  7. Consider motion to approve Resolution 2016-26 approving Four Season Festival on July 14, 15 and 16, 2016 to use the Community Room, Volleyball Courts, & Town Square, a waiver of Noise Control Ordinance, Street Closures, temporary designation of specific parking spots and financial contribution in the amount of \$7,000
  8. Consider motion to approve Temporary Site plan for Lakeside movie event July 14, 2016 and August 27, 2016
  9. Consider motion to approve a Special Class C Beer/Wine License for Polk City Development Corporation with Outdoor Services
  10. Consider motion to receive and file the March 2016 Monthly Water Report
  11. Consider motion to receive and file the March 2016 Monthly Police Report
  12. Consider motion to receive and file the Polk City Development Corporation (PCDC) First Quarter 2016 Report and financials**MOTION CARRIED UNANIMOUSLY**

6. New Business

1. Davis & Tyler Street Intersection Reconstruction Project
  - a. Public Hearing opened at 6:31pm, City Clerk, Jenny Gibbons, reported the notice was published March 25, 2016 and that no written or verbal comments had been received for or against the project. Laura Lamberty, Snyder and Associates, provided a report on the project.  
**MOTION:** A motion was made by Lane and seconded by Dvorak to close the Public Hearing at 6:37pm and reopen the regular meeting  
**MOTION CARRIED UNANIMOUSLY**
  - b. **MOTION:** A motion was made by Sarchet and seconded by Anderson to approve Resolution 2016-29 Adopting plans, specifications, form of contract, and opinion of probable cost  
**MOTION CARRIED UNANIMOUSLY**
  - c. **MOTION:** A motion was made by Lane and seconded by Dvorak to approve Resolution 2016-30 Making award of the construction contract  
**MOTION CARRIED UNANIMOUSLY**
  - d. **MOTION:** A motion was made by Anderson and seconded by Sarchet to approve Resolution 2016-31 Approving contract and bond with Howrey Construction  
**MOTION CARRIED UNANIMOUSLY**
  
2. Comprehensive Plan – A Bridge to the Future
  - a. Public Hearing opened at 6:38pm, City Clerk, Jenny Gibbons, reported the notice was published April 1, 2016 and that no written or verbal comments had been received for or against the plan. Mindy Moore, Snyder and Associates, provided a presentation on the plan.  
**MOTION:** A motion was made by Anderson and seconded by Lane to close the Public Hearing at 6:55pm and reopen the regular meeting  
**MOTION CARRIED UNANIMOUSLY**
  - b. **MOTION:** A motion was made by Dvorak and seconded by Sarchet to approve Resolution 2016-32 Adopting Plans  
**MOTION CARRIED UNANIMOUSLY**
  
3. **MOTION:** A motion was made by Mordini and seconded by Sarchet to approve Resolution 2016-28 setting a Public Hearing on April 25, 2016 at 6:30pm on the proposal to enter into an Economic Development Agreement with Sender's Construction, LLC  
**MOTION CARRIED UNANIMOUSLY**
  
4. Lake Front Office Park
  - a. **MOTION:** A motion was made by Dvorak and seconded by Lane to approve Resolution 2016-33 approving Preliminary Plat and Final Plat for Lake Front Office Park Plat 1  
**MOTION CARRIED UNANIMOUSLY**
  - b. **MOTION:** A motion was made by Lane and seconded by Dvorak to approve Resolution 2016-34 approve Site Plan for Lot 2 of Lake Front Office Park Plat 1  
**MOTION CARRIED UNANIMOUSLY**
  
5. **MOTION:** A motion was made by Mordini and seconded by Sarchet to approve the amended Resolution 2016-25 approving participation in adding an additional batting cage at Field 4 of the Sports Complex not to exceed the amount of \$5,000.00.  
**MOTION CARRIED UNANIMOUSLY**
  
6. **MOTION:** A motion was made by Anderson and seconded by Lane to approve the first reading of Ordinance 2016-1400 amending Chapter 47 Park Regulations adding section 47.25 Tobacco Free Policy  
**MOTION CARRIED UNANIMOUSLY**
  
7. **MOTION:** A motion was made by Mordini and seconded by Sarchet to approve the City to take the necessary legal action to clean up the abandoned property at 504 Roosevelt  
**MOTION CARRIED UNANIMOUSLY**

7. **Mayor Report** | Mayor Morse thanked Staff for their hard work on the Recognition Event on Friday. Mayor also discussed the new edition of the 2016 Policy Handbook that came out and encouraged all Council Members to look at it.

8. **Council Report**

- Mordini recognized the volunteers in several groups doing a lot of good work for the City
- Sarchet thanked the Planning and Zoning Commission for their efforts with the Comprehensive Plan
- Anderson requested Staff work on a formal policy regarding future City Events
- Lane thanked everyone for their involvement with the Comprehensive Plan. He volunteered to get a model Ordinance on the Complete Streets Policy for adoption. Discussed certain residents request for use of Golf Carts in and around town
- Dvorak thanked staff for a great event on Friday and shared his positive thoughts regarding the Comprehensive Plan

9. **Council Discussion**

- Council discussed the start time of future Council meetings and at this time decided to leave as is
- Gary Mahannah, City Administrator discussed the Pet Flyer and gave accolades to Becky Leonard, Deputy City Clerk for her hard work on the project.

10. **City Administrator Report** | Gary Mahannah provided an update on the Neighborhood Citizen Group Representative search. Mahannah also discussed the recent notification received from Des Moines Water Works stating they would be increase Water and Sewer rates and advised Council Polk City will need to look at increases as well

11. **City Reports**

- Mike Schulte, Public Works Director informed Council that next week they will be performing Hydrant flushing
- Jake Schreier, Technology Director presented a proposal regarding changing the street name for two residents in Marina Cove Plat 2, a request for a motion on a Resolution will be on the next Council Agenda

12. **Adjournment**

***MOTION:*** A motion was made by Anderson and seconded by Dvorak to adjourn at 8:01 p.m.

***MOTION CARRIED UNANIMOUSLY***

*Next Meeting Date – Monday, April, 25, 2016*

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Jason Morse, Mayor

Attest:

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Jenny Gibbons, City Clerk

# CLAIMS REPORT

The City of Polk City

For **4/25/2016**

DEPARTMENT	VENDOR	EXPENSE TYPE	AMOUNT
ALL DEPT	VERIZON WIRELESS	PHONE SERVICE	\$416.64
ALL DEPT	MIDAMERICAN ENERGY	ELECTRICAL CHARGES	\$9,963.08
BUILDING	ADVENTURE LIGHTING	CASE T8 BALLAST	\$84.00
BUILDING	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	\$311.37
BUILDING	SAFE BUILDING COMP. & TECH	BUILDING INSPECTIONS	\$10,900.25
CH	BECKY LEONARD	MILEAGE REIMBURSEMENT TO CONFERENCE	\$28.62
CH	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	\$311.36
CH	CENTURY LINK	PHONE SERVICE	\$501.96
CH	CRYSTAL CLEAR WATER CO	PURCHASED WATER	\$7.50
CH	DAVISON SIDING & WINDOWS	REPAIR CITY BLDG GUTTERS	\$530.00
CH	I.I.M.C.	MEMBERSHIP FEE	\$250.00
CH	MIDLAND POWER CO-OP	STREET LIGHTING	\$179.66
CH	P & M APPAREL	LANYARDS/CLIPS	\$456.92
CH	PC PRINT CENTER	OFFICE SUPPLIES	\$56.93
CH	PETTY CASH	POSTAGE	\$9.80
CH	OFFICE OF AUDITOR OF STATE	AUDIT FILING FEE	\$425.00
CH	US BANK	MARCH BILLING	\$214.75
FD	BOUND TREE MEDICAL	MEDICAL SUPPLIES	\$206.56
FD	BRICE HIBBING	REIMBURSEMENT-FASTENERS	\$2.37
FD	FRASER TRANSPORTATION SERVICES	RESCUE BILLING	\$215.00
FD	GENERAL FIRE & SAFETY	FIRE EXTINGUISHER SERVICE	\$112.25
FD	IMAGE TREND	1/4 ANNUAL FEE	\$300.00
FD	NELSON AUTOMOTIVE	REPAIR PARTS	\$195.90
FD	RESCUE REIMBURSEMENT	REFUND	\$100.73
FD	SANDRY FIRE SUPPLY L.L.C.	18-TAIL NAME PATCH	\$900.00
FD	U.S. POSTAL SERVICE	FIRE PO BOX	\$40.00
FD	WRIGHT EXPRESS FLEET SERVICES	FUEL	\$489.92
LIB	AMAZON	CREDIT CARD	\$2,248.36
LIB	CENTURY LINK	PHONE SERVICE	\$254.42
LIB	DEMCO INC.	LIBRARY SUPPLIES	\$100.30
LIB	GALE/CENGAGE LEARNING	LIBRARY BOOKS	\$99.41
LIB	MICROMARKETING, LLC	BOOKS ON CD	\$45.00
LIB	PROTEX CENTRAL INC	MONTHLY REMOTE ALARM MONITOR	\$480.00
PARKS	ARDICK EQUIPMENT CO.	NO PETS SIGNS-BALLFIELDS	\$190.00
PARKS	CENTRAL PUMP & MOTOR	MAINTENANCE-MARINA CV FOUNTAIN	\$1,537.47
PARKS	CTI READY MIX LLC	FOOTINGS NEW SIGN-SPORTS CMLPX	\$180.40
PARKS	DOOR & FENCE INC	SPLIT RAIL FENCE-SIMMER PARK	\$1,154.00
PARKS	GNA TRUCKING LLC	TRUCKING SERVICES	\$465.84
PARKS	GURNSEY ELECTRIC CO	ELECTRIC BOX-PITCHING MACHINE	\$1,204.51
PARKS	H.D. WATERWORKS SUPPLY	TILE PIPE-DOC SIMMER MEM PARK	\$329.60
PARKS	HOPKINS SPORTING GOODS	SPORTS COMPLEX	\$105.95
PARKS	JIM'S JOHNS	PORTABLE TOILET RENTAL	\$200.00
PARKS	LAWSON PRODUCTS	PARTS, HARDWARE & SUPPLIES	\$185.90
PARKS	MARTIN MARIETTA AGGREGATES	1/4 CHIPS-SOFTBALL, ROCK-SIMMER PARK	\$841.62
PARKS	POLK COUNTY HEATING & COOLING	DRAIN REPAIR-SPORTS COMPLEX	\$110.00
PARKS	POLK COUNTY HEATING & COOLING	MOVE POLE-WESTSIDE PARK	\$125.00
PD	CENTURY LINK	PHONE SERVICE	\$49.82
PD	DUSTIN BJORNSON	YOUTH PAYMENT REIMBURSEMENT	\$50.00
PD	IA DEPT OF TRANSPORTATION	VEHICLE INSPECTIONS	\$290.00
PD	MIDWEST OFFICE TECHNOLOGY	COPIER RENTAL	\$69.53
PD	NELSON AUTOMOTIVE	REPAIR PARTS	\$33.95
PD	PETTY CASH	REFUND ON VEH. INSPECTIONS	\$11.00
PD	WRIGHT EXPRESS FLEET SERVICES	FUEL	\$1,000.96
PW	BULL'S EYE	HYDRANT FLUSHING AD 4/6 & 4/20	\$320.00

**CLAIMS REPORT**  
The City of Polk City

For **4/25/2016**

DEPARTMENT	VENDOR	EXPENSE TYPE	AMOUNT
PW	C F I	BOBCAT TIRE REPAIR	\$46.50
PW	CENTURY LINK	PHONE SERVICE	\$380.82
PW	CITY OF DES MOINES	WRA	\$28,521.75
PW	FORTERRA BUILDING PRODUCTS	2' RISERS/4' RISERS	\$224.00
PW	G & L CLOTHING	WORK CLOTHING	\$154.09
PW	GURNSEY ELECTRIC CO	SIREN REPAIR-WEST BROADWAY	\$543.75
PW	HAWKINS INC	FITTINGS-FLOURIDE TANK VENT	\$36.72
PW	HYDRO-KLEAN INC.	CAMERA- 801 3RD ST	\$728.75
PW	IOWA ONE CALL	UNDERGROUND LOCATIONS	\$80.10
PW	KEYSTONE LABORATORIES INC.	WATER TESTING	\$305.00
PW	LAWSON PRODUCTS	PARTS, HARDWARE & SUPPLIES	\$300.03
PW	LOGAN CONTRACTORS SUPPLY	OPERATING SUPPLIES	\$691.60
PW	M & M SALES COMPANY	COPIER RENTAL	\$69.10
PW	MENARD'S	CREDIT CARD	\$632.33
PW	MIDLAND POWER CO-OP	STREET LIGHTING	\$186.42
PW	MIDWEST BEARING & SUPPLY	SPRAYER REPAIRS	\$52.08
PW	MIDWEST OFFICE TECHNOLOGY	COPIER RENTAL	\$41.30
PW	OVERHEAD DOOR CO OF DES MOINES	REPAIR OVERHEAD DOOR/WINDOW	\$846.60
PW	WHEELER'S	SPRAYER REPAIR	\$278.98
PW	WRIGHT EXPRESS FLEET SERVICES	FUEL	\$822.09
<b>TOTAL</b>			<b>\$73,835.62</b>
	ALL DEPT		\$10,379.72
	BLDG		\$11,295.62
	CH		\$2,972.50
	FD		\$2,562.73
	LIB		\$3,227.49
	PARKS		\$6,630.29
	PD		\$1,505.26
	PW		<u>\$35,262.01</u>
	<b>TOTAL</b>		<b>\$73,835.62</b>

**MEETING MINUTES**  
**The City of Polk City**  
**Planning and Zoning Commission**  
**6:00 p.m., Monday, April 18, 2016**  
**City Hall**

Polk City, Planning and Zoning Commission (P&Z) held a meeting at 6:00 p.m., on April 18, 2016. The Agenda was posted at the City Hall office as required by law. **These tentative minutes reflect all action taken at the meeting.**

<p><b><u>P&amp;Z Commission Members Present:</u></b>  Deanna Triplett   Chair  Justin Vogel   Pro Tem  Dennis Dietz   P&amp;Z Commission Member  Ron Hankins   P&amp;Z Commission Member  Krista Bowersox   P&amp;Z Commission Member  Doug Sires   P&amp;Z Commission Member</p> <p><b><u>P&amp;Z Commission Members Absent:</u></b>  James Hill   P&amp;Z Commission Member</p>	<p><b><u>Staff Members Present:</u></b>  Gary Mahannah   City Administrator  Kathleen Connor   City Engineering Representative  Laura Lamberty, P.E.   City Engineer  Jenny Gibbons   City Clerk  Becky Leonard   Deputy City Clerk</p> <p><b><u>Additional Attendees:</u></b>  Ron Anderson   Liaison for City Council</p>
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1. **Call to Order** | Chair Triplett called the meeting to order at 6:00 p.m.
2. **Roll Call** | Dietz, Hankins, Vogel, Triplett, Bowersox, Sires | In attendance  
Hill | Absent
3. **Approval of Agenda**  
**MOTION:** A motion was made by Hankins and seconded by Bowersox to approve the agenda
4. **Audience Items** | No discussion items
5. **Approval of Minutes**  
**MOTION:** A motion was made by Bowersox and seconded by Hankins to approve the March 14, 2016 meeting minutes.
6. **Lakeside Church Property located at 302 S 2<sup>nd</sup> St.**  
Kathleen Connor, City Engineering Representative, provided overview of rezoning request in which Lakeside Fellowship Church submitted a Petition to rezone a portion of their property from R-2 to C-1 due to the potential sale of the property to a commercial entity, most probably a funeral home. She explained the Comprehensive Plan would need to be amended first, and the legal description for the rezoning has been revised to include the abutting right-of-way per city policy.. Funeral Homes in C-1 are permitted with restrictions which require the use to be approved by City Council; where as a blanket approval to rezone from R-2 to C-1 could potentially open the door for any commercial use (i.e., restaurant with drive-thru) in the future.

**Commission Comments**

- Dietz commented that if we approve rezoning to C-1, the northeast line already abuts to other space that is C-1 to the North so there there is no space or a gap between the two C-1 areas. Kathleen agreed and added that the revised legal description that rezones to the street center line resolved the contiguity issue.
- Sires asked if any cremation facilities will be on site. Ryan Fredregill with Funeral Home stated they'll offer cremation services, but they currently utilize an offsite vendor for those services and doesn't see adding onsite crematory services in the future. If they do, a separate structure would be built for that purpose which requires site plan approval.

- Sires asked if the Funeral Home would need to comply with the American Disability Act. Gary confirmed they would be putting ramps which will be included in the site plan.
- Dietz asked about environmental concerns and asked if that would be addressed in the Funeral Homes licensing; Ryan confirmed that was correct.
- After much discussion regarding permitted uses in the C-1 district and whether each would be appropriate in this location, P&Z's consensus was to restrict permitted uses to funeral homes only. If the property owner wants to change use in the future, they will need to obtain approval from the City first.

Kurt Subra, representing Lakeside Fellowship, was in attendance along with Ryan Fredregill, representing the funeral home. They concurred with the zoning restrictions recommended by P&Z as noted above.

#### Audience Comments

- Amy Blevins, 214 S 2<sup>nd</sup> Street, expressed concern related to parking since home is next to parking lot. Gary Mahannah advised parking would be addressed in site plan and Funeral Home would have to meet parking requirements as set forth by Code and that the potential buyer is aware.

The P&Z considered comments surrounding the Comprehensive Plan, and updating the Future Land Use from Civic to Civic/Commercial

**MOTION:** A motion was made by Sires and seconded by Vogel to approve recommendation to Council amending the Comprehensive Plan updating the Future Land Use from Civic to Civic/Commercial

**MOTION CARRIED UNANIMOUSLY**

Consider motion to recommend approval of rezoning .88 acres from R-2 to C-1

**MOTION:** A motion was made by Sires and seconded by Vogel to approve recommendation to Council of rezoning .88 acres from R-2 to C-1 with restriction

**MOTION CARRIED UNANIMOUSLY**

Consider motion to recommend approving Funeral Home as the only permitted use

**MOTION:** A motion was made by Sires and seconded by Vogel approve recommendation to Council approving Funeral Homes as permitted use

**MOTION CARRIED UNANIMOUSLY**

#### **7. Crossroads at the Lakes (previously known as the Kaltenhauser property):**

Michael Shamsie with Landmark Engineering Group, representing Kimberley Development, provided the following updates based on feedback received from the Commission during the February 15, 2016 session.

- Access Management Plan for the northerly entrance roadway planned between Commercial Lots 1 and 2 was revised to two private commercial driveways that line up to opposing drives on South 3<sup>rd</sup> street; the public street was removed; and a cul-de-sac added at the west end of the residential portion.
- The recreation trail will now be extended to the south along Highway 415/South 3<sup>rd</sup> Street as a part of this plan which also shows the trail relocated behind homes so that it meanders through the subdivision. The other issue was the trail right-of-way being 20ft and that's been revised throughout. The Developer is going to construct a trail from Deer Haven to link to the subdivision to the South end of the development on Highway 415 at his cost of approximately- \$150 - \$200K.
- Commercial Lot 5 – Developer agreed to restrict permitted use of this lot only to professional/office use, specifically business and professional offices and agencies, medical offices, studios less than 6000 sf in size, and childcare facilities including daycares, with the understanding there may be more restrictions given lighting, traffic and parking concerns when they come back for site plan approval.
- Pavement width of E. Bridge Road beginning at Highway 415 and ending at the Deer Haven subdivision revised from 26ft to 31ft as requested.

- Whispering Pines Avenue Extension – Tim Rhoades, 930 Deer Haven, was in attendance and advised a verbal agreement was reached between him, Kevin Brocker, 1000 Deer Haven, and Developer for vacation of that roadway right-of-way. Utility and Overland Flowage easements will be put in place because of the existing water main, storm sewer, and drainage in that section. Improvements will be made along that roadway by the developer to satisfy the residents and make it look like a private drive.
- Issues with Storm Water Runoff/Drainage Management – Mr. Shamsie said he is working through preliminary drainage concept and has submitted it to Snyder & Associates. Laura Lamberty clarified that Snyder & Associates has not approved as yet in part because important elements such as a rough grading plan and off-site drainage area maps have not been provided. At the time of Preliminary Plat approval, the storm water management concept will need to be developed to the point it can be approved by Snyder & Associates. Prior to approval of the Construction Drawings, the storm water management plan will be finalized, including final approval of Snyder & Associates. Mr. Shamsie summarized his proposed preliminary drainage concept as follows:
  - Proposed detention basin to be approximately two acres in size which will provide full detention for the commercial area and will residential detention for the single-family and duplex area.
  - Storm water discharge will be routed such that the north part of the development will drain toward a 24-in storm sewer that will be constructed in the Deer Haven subdivision. The south part of the development will drain toward the existing 36-in storm sewer on Whispering Pines Avenue in the Pine Ridge subdivision.
- The revised Master Plan now shows 131 homes – 75 Single Family Homes; and 28 duplexes which equates to 56 units.
- The bio-swales were removed and replaced with cul-de-sacs on the south side of the development.

**Commission Comments**

- Triplett asked about adjacent ownership – who signed and who hasn't - of the 50% submitted consent.
- Dietz – biggest issue is the draining/detention pond and handling water.
- Sires expressed concern over draining issues and would rather see how it looks before rezoning.
- Dietz expressed concern over the commercial area and doesn't want to have sets of strip malls.

**Audience Comments**

- Ken Herndon, 425 Timberline Dr, expressed concern over runoff issue and hopes there will be other methods to divert the water in the future.

Bill Kimberley, Kimberley Development Corporation, responded to the Commission's concerns stating the P.U.D. plans presented are concepts and nothing is final. Each concern would be addressed during every step of the processes.

The P&Z considered comments surrounding the Crossroads at the Lakes rezoning request.

Consider motion to recommend approval of rezoning of 3.979 acres from R-1 to C-2

**MOTION:** A motion was made by Hankins and seconded by Vogel approve recommendation approving rezoning of 3.979 acres from R-1 to C-2 subject to staff comments and requiring lot 5 to change from R-1 to C-2(R) with the following restricted use: business & professional offices and agencies, medical offices, studios less than 6000 sf in size, and childcare facilities including day cares.

**YES:** Vogel, Triplett, Bowersox, Sires, Hankins

**NO:** Dietz

**MOTION CARRIED**

Consider motion to recommend approval of rezoning of 42.442 acres from R-1, R-2(R), R-3(R), and C-2 to Planned Unit Development (P.U.D.)

**MOTION:** A motion was made by Hankins and seconded by Vogel approve recommendation approving rezoning of 42.442 acres from R-1, R-2(R), R-3(R), and C-2 to Planned Unit Development (P.U.D.) subject to incorporating the PUD Master Plan presented.

**YES:** Vogel, Bowersox, Dietz, Hankins

**NO:** Triplett, Sires

**MOTION CARRIED**

8. **Update on changes to Lake Front Office Park building elevations** | Gary Mahannah, City Administrator provided update on revised building elevations for the property; the revised elevations conform to the City's architectural design standards.

**NO ACTION NEEDED**

9. **Information on proposed address change from Lakefront Dr. to Marina Cove Dr. for two residents** | Gary Mahannah, City Administrator explained the change of street alignment in Twelve Oaks Plat 2 from a through street into a cul-de-sac; creating the need to carry through the Marina Cove Dr. street name instead of Lakefront Dr.

**MOTION:** A motion was made by Hankins and seconded by Bowersox to approve recommendation to Council approving the street name and address change

**MOTION CARRIED UNANIMOUSLY**

10. **Discussion regarding Beekeeping Ordinance** | Gary Mahannah, City Administrator discussed the need to update our ordinance to address Beekeeping regulations more directly, asked for P&Z Commissions to confirm keeping bees in Agricultural zones only. The Commission agreed to this suggestion and advised staff could move forward to amend the ordinance as recommended.

11. **Council Liaison Report** | Councilman Anderson briefly discussed history of Bees in Polk City. He also shared an update on the progress in the search for a new Chief of Police; approximately 75 applications were received. This applicant pool will be narrowed down to approximately five candidates who will interview with Mayor, Council and Staff later in May.

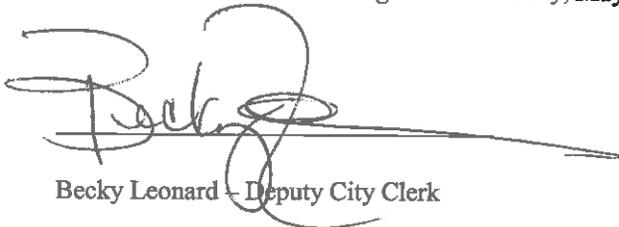
12. **Staff Report** | None

13. **Commission Report** | Hankins thought now that the City has a site plan for Lakefront and Church showing a recreational trail running along Bridge Road in front of each property, it seems like a good time to address the need for a recreational trail connector across the ditch of Bridge Rd to the parking lot entrance that serves the Neil Smith Trail. This recreational train connector is reflected in the comprehensive plan.

14. **Adjournment**

**MOTION:** A unanimous motion was made to adjourn at 8:03 p.m.

*Next Meeting Date – Monday, May 23, 2016*



Becky Leonard – Deputy City Clerk



**POLK CITY** - A City For All Seasons -

# **Monthly Finance Report**

## **March 31, 2016**

**City of Polk City  
Cash Balances Report  
March 31, 2016**

**Bank Balances:**

Luana Savings Bank M.M. Account- 1.00%	\$3,025,775.40
Grinnell State Bank Certificate of Deposit- 0.60%	\$1,003,026.95
Grinnell State Bank Business Money Market- 0.15%	\$434,979.29
Grinnell State Bank Business Checking- 0.05%	\$1,027,804.96
IPAIT Investment Account	\$4.00
<b>Total Cash at Banks</b>	<b><u><u>\$5,491,590.60</u></u></b>

**City of Polk City  
Revenues Report  
March 31, 2016**

<b>Account Title</b>	<b>Total Budget</b>	<b>MTD Balance</b>	<b>YTD Balance</b>	<b>% of Year Used</b>	<b>Actual % Used Of Budget</b>	<b>Uncollected</b>
<b>General Total</b>	4,949,845.00	295,658.10	4,153,192.99	75.00%	83.91%	796,652.01
<b>Road Use Total</b>	341,300.00	36,243.06	332,333.54	75.00%	97.37%	8,966.46
<b>TIF Total</b>	332,500.00	8,161.89	192,238.50	75.00%	57.82%	140,261.50
<b>L.M.I Total</b>	334,000.00	0.00	9,270.82	75.00%	2.78%	324,729.18
<b>Debt Service Total</b>	121,000.00	229,712.97	229,712.97	75.00%	189.85%	-108,712.97
<b>Capital Improvements Total</b>	880,000.00	0.00	0.00	75.00%	0.00%	880,000.00
<b>Water Total</b>	522,338.00	43,076.08	452,283.79	75.00%	86.59%	70,054.21
<b>Sewer Total</b>	474,000.00	72,270.66	477,949.73	75.00%	100.83%	-3,949.73
<b>Total Of All Revenues</b>	<b>7,954,983.00</b>	<b>685,122.76</b>	<b>5,846,982.34</b>	<b>75.00%</b>	<b>73.50%</b>	<b>2,108,000.66</b>

**City of Polk City  
Expenditures Report  
March 31, 2016**

<b>Account Title</b>	<b>Total Budget</b>	<b>MTD Balance</b>	<b>YTD Balance</b>	<b>% of Year Used</b>	<b>Actual % Used Of Budget</b>	<b>Unexpended</b>
Police Total	677,859.00	51,758.81	475,128.01	75.00%	70.09%	202,730.99
Civil Defense Total	18,700.00	417.05	4,695.18	75.00%	25.11%	14,004.82
Fire Total	471,025.00	105,827.99	375,892.27	75.00%	79.80%	95,132.73
Building/Housing Total	274,827.00	21,878.69	248,171.14	75.00%	90.30%	26,655.86
Dog Control Total	2,250.00	0.00	312.48	75.00%	13.89%	1,937.52
Road Use Total	126,344.00	6,320.03	110,861.25	75.00%	87.75%	15,482.75
Street Lighting Total	55,000.00	4,754.90	46,155.55	75.00%	83.92%	8,844.45
Other Public Works (Theft)	0.00	0.00	16,683.73	75.00%	0.00%	(16,683.73)
Env.Health Services Total	500.00	0.00	111.40	75.00%	22.28%	388.60
Library Total	270,302.00	22,166.58	197,718.98	75.00%	73.15%	72,583.02
Parks Total	241,390.00	10,236.47	159,471.68	75.00%	66.06%	81,918.32
Community Center Total	19,000.00	267.77	10,478.21	75.00%	55.15%	8,521.79
Economic Development Total	125,000.00	0.00	0.00	75.00%	0.00%	125,000.00
Mayor Council Total	273,535.00	14,055.13	149,696.56	75.00%	54.73%	123,838.44
Policy Administration	421,375.00	41,630.87	290,979.34	75.00%	69.05%	130,395.66
Elections	3,000.00	0.00	1,601.70	75.00%	53.39%	1,398.30
City Attorney Total	41,000.00	2,580.97	37,184.91	75.00%	90.69%	3,815.09
City Hall Total	101,665.00	5,915.62	59,801.48	75.00%	58.82%	41,863.52
Other City Government Total	69,300.00	0.00	57,333.06	75.00%	82.73%	11,966.94
Transfer Total	1,001,000.00	229,712.97	229,712.97	75.00%	22.95%	771,287.03
<b>General Total</b>	<b>4,193,072.00</b>	<b>517,523.85</b>	<b>2,471,989.90</b>	<b>75.00%</b>	<b>58.95%</b>	<b>1,721,082.10</b>
<b>Road Use Total</b>	<b>460,389.00</b>	<b>33,337.58</b>	<b>228,437.76</b>	<b>75.00%</b>	<b>49.62%</b>	<b>231,951.24</b>
<b>TIF Total</b>	<b>400,000.00</b>	<b>0.00</b>	<b>178,099.69</b>	<b>75.00%</b>	<b>44.52%</b>	<b>221,900.31</b>
<b>L.M.I Total</b>	<b>35,000.00</b>	<b>0.00</b>	<b>6,745.00</b>	<b>75.00%</b>	<b>19.27%</b>	<b>28,255.00</b>
<b>Debt Service Total</b>	<b>137,395.00</b>	<b>0.00</b>	<b>16,197.50</b>	<b>75.00%</b>	<b>11.79%</b>	<b>121,197.50</b>
<b>Capital Improvements Total</b>	<b>1,381,348.00</b>	<b>0.00</b>	<b>1,280,326.55</b>	<b>75.00%</b>	<b>92.69%</b>	<b>101,021.45</b>
<b>Water Total</b>	<b>618,238.00</b>	<b>62,106.70</b>	<b>511,444.73</b>	<b>75.00%</b>	<b>82.73%</b>	<b>106,793.27</b>
<b>Sewer Total</b>	<b>725,892.00</b>	<b>43,418.44</b>	<b>473,501.18</b>	<b>75.00%</b>	<b>65.23%</b>	<b>252,390.82</b>
<b>Total Of All Expenses</b>	<b>7,951,334.00</b>	<b>656,386.57</b>	<b>5,166,742.31</b>	<b>75.00%</b>	<b>64.98%</b>	<b>2,784,591.69</b>

**City of Polk City  
Summary of Funds  
March 31, 2016**

	Revenues	Expenses	Net Difference (R-E)	Note
<b>General Total</b>	\$4,153,192.99	\$2,471,989.90	\$1,681,203.09	
<b>Road Use Total</b>	\$332,333.54	\$228,437.76	\$103,895.78	
<b>TIF Total</b>	\$192,238.50	\$178,099.69	\$14,138.81	
<b>L.M.I Total</b>	\$9,270.82	\$6,745.00	\$2,525.82	
<b>Debt Service Total</b>	\$229,712.97	\$16,197.50	\$213,515.47	
<b>Capital Improvements Total</b>	\$0.00	\$1,280,326.55	(\$1,280,326.55)	Needs funds transferred from G.F.
<b>Water Total</b>	\$452,283.79	\$511,444.73	(\$59,160.94)	Expenses exceed revenue
<b>Sewer Total</b>	<u>\$477,949.73</u>	<u>\$473,501.18</u>	<u>\$4,448.55</u>	
<b>Total</b>	<b><u>\$5,846,982.34</u></b>	<b><u>\$5,166,742.31</u></b>	<b><u>\$680,240.03</u></b>	



# Polk City Fire Department



309 West Van Dorn Street • P.O. Box 34  
Polk City, Iowa 50226  
Phone 515-984-6304 Fax 515-984-6792  
www.polkcityfd.com

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April 18, 2016

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

- The department has received a resignation from Firefighter/EMT Matt Dose effective April 30<sup>th</sup>, 2016. See attached resignation letter.
- The department has offered conditional employment to Firefighter/Paramedic Rich Davis. As many of you will recall Rich was on the department several years ago until he moved out of town and served as the Deputy Chief of EMS for some time. Rich has relocated back to Polk City and we are excited to have him back on the team. Rich would be grade 6, step 1 or \$14.95 per hour.
- Lisa Mart has elected to move to an administrative only position and will continue to be our Human Resources coordinator.

Thanks,

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

Dan Gubbins  
Fire Chief

## Dan Gubbins - PCFD

---

**From:** Matt Dose <matt.dose@polkcityfd.com>  
**Sent:** Thursday, March 24, 2016 8:58 AM  
**To:** Dan Gubbins - PcfD  
**Subject:** Resignation Letter

Chief Gubbins,

As of April 30, 2016 I will be resigning from my Fire Fighter/EMT position with the Polk City Fire Department, to pursue a career advancement opportunity with the city of Ankeny Fire Department.

I appreciate the opportunity to serve the members of Polk City community. And I was able to learn a lot from you and your leadership team. I look forward to continue working with PCFD on a mutual aid level. Thanks again for everything.

# Polk City Fire Department Member Application

## Personal:

Name: Davis Richard A Date: 03/21/2016  
Last First Middle

Address: (Number & Street) 825 Parker  
 (City, State, Zip Code) Polk City, IA 50226

Daytime Phone Number: \_\_\_\_\_ Evening Phone Number: \_\_\_\_\_

Desired start date: April 1, 2016 E-mail Address: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Are you over 18 years old?  Yes  No

## Education:

School	Years Completed (circle one)	Diploma/Degree Earned	List School(s), City/State
High School	1 2 3 <u>4</u>	Diploma: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No G.E.D.: <input type="checkbox"/> Yes <input type="checkbox"/> No	Clinton High School Clinton, IA 52732
College and/or Vocational School	1 2 3 4		
Other Training or Degrees	<del>Clinton Comm College</del>	EMT - A	Clinton Comm. College - Clinton, IA
		EMT - PS	Dubuque Mercy Health Science - Dubuque, IA
		Critical Care Paramedic w/CC Endorsement	Iowa City, IA

### Fire Certification (If you are not certified, please leave blank):

Attach Copy of All Certification(s)

Type of Certification(s) Held: FF I, FF II, Drive Op - Pumper, Instruct I, Fire Officer I, PIO, Haz Mat Op  
Health & Safety Officer, Domestic Preparedness Provider, HIMS 100, 200, 700, 800  
 Professional Membership(s): Iowa Society of Fire Service Instructors, IAIA

### EMS Certification (If you are not certified, please leave blank):

Attach Copy of All Certification(s)

Type of Certification(s) Held: Paramedic w/ Critical Care Endorsement  
 Iowa Certification Number: \_\_\_\_\_ Expiration Date: 3/31/2017  
 Professional Membership(s): IKMSA, NAEMT, NSP

### Record of Conviction:

Have you ever been convicted of a crime other than minor traffic offense?  Yes  No

If yes, fully explain: \_\_\_\_\_

*(A conviction will not necessarily automatically disqualify you for membership. Rather, such factors as age and date of conviction, seriousness and nature of the crime, and rehabilitation will be considered).*

### Employment:

Please list employment history, with your current employer first (including U.S. Military Service), for the last 10 years. If any employment was under a different name, indicate name.

Employer: Unity Point Health Position: Communications Specialist  
Address: 1260 Pleasant DSM, IA  
Telephone: 515-241-6149 Dates of Employment: From (Mo/Yr) 4/2012 To (Mo/Yr) present  
Supervisor: James Miria Department: Lifeflight  
(Circle one)  FT  PT No. of Hrs. per Week: 36+  
Duties: Air / Ground EMS dispatch  
Reason for Leaving: n/a

Employer: Pleasant Hill Fire Dept Position: ff / Paramedic  
Address: 5151 Maple Pleasant Hill, IA  
Telephone: 515-262-9368 Dates of Employment: From (Mo/Yr) 11/2013 To (Mo/Yr) present  
Supervisor: Tom Solberg Department: Fire Department  
(Circle one) FT  PT No. of Hrs. per Week: Day shift / POC - varies  
Duties: Emergency Services  
Reason for Leaving: n/a

Employer: Chestnut Mtn Ski Resort Position: Ski Patrol  
Address: 8700 W Chestnut Rd Chalena, IL  
Telephone: 815-777-4657 Dates of Employment: From (Mo/Yr) Winter 2002 To (Mo/Yr) present  
Supervisor: Don Steen Department: Ski Patrol  
(Circle one) FT  PT No. of Hrs. per Week: Volunteer  
Duties: Public Safety, Ski Services, Emergency Services  
Reason for Leaving: n/a

see Resume for further history

Explain any gaps in work history: none -

Have you ever been discharged or asked to resign from a job, or resigned to avoid termination?  
   Yes X No If yes, explain: \_\_\_\_\_

Have you ever been an applicant or member of any fire or rescue agency? X Yes    No  
If so, please state agency name, location, contact information, and dates of membership \_\_\_\_\_

Pleasant Hill Fire Dept  
Polk City fire Dept  
Ski Patrol  
Fraser Medical Services

Please describe any additional work experience, volunteering, community involvement, or training: \_\_\_\_\_

References: Who do you want me to use?

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ Relation: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ Relation: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ Relation: \_\_\_\_\_

## Applicant's Certification and Agreement

- ▶ I hereby certify that the facts set forth in the above application are true and complete to the best of my knowledge. I authorize the Polk City Fire Department, its Officers, and or the City of Polk City to verify their accuracy and to obtain reference information by contacting educational institutions, references or employers, and to rely on and use such information as they see fit.
- ▶ I hereby release the Polk City Fire Department, its Officers, members, and the City of Polk City from any/all liability of whatever kind and nature that, at any time, could result from obtaining and having a membership decision based on such information. This application and all information obtained is the property of the Polk City Fire Department.
- ▶ I understand that, if granted membership, falsified statements of any kind or omissions of facts called for on this application, regardless of the time of discovery, shall be considered sufficient basis for dismissal.
- ▶ I understand that should an offer of membership be extended to me and accepted that I will fully adhere to the policies, rules and regulations of the department. However, I further understand that neither the policies, rules, regulations of membership or anything said during the interview process shall be deemed to constitute the terms of an implied contract for continued membership. I understand that any membership is for an indefinite duration and at will and that either I or the department may terminate my membership at any time with or without notice or cause.
- ▶ I understand that if I am offered membership, membership is conditioned upon my providing such other and further information as may be required by the Polk City Fire Department, its Officers, and or the City of Polk City.

  
 Signature of Applicant \_\_\_\_\_ Date 03/21/2016

Richard Davis  
 Printed Name of Applicant \_\_\_\_\_

**Department Use Only: Do not write in this space.**

Application received by:	
Date application received:	Date of interview:
Date voted to membership:	Six months probation end date:



# Polk City Fire Department Service Commitment

I hereby commit to:

- Provide volunteer on call service including days, nights, weekends, and holidays and agree to meet the minimum attendance requirements as established by the Polk City Fire Department.
- Provide a minimum of 24 consecutive months of service.
- Attend required monthly business and training meetings.
- Maintain Fire & EMS certifications and complete all required skills drills.
- Comply with the standard operating guidelines, policies, and procedures of the department and the direction of the command staff at all times.
- Maintain patient confidentiality.

I understand membership is at-will, and may be terminated at any time with or without cause by Polk City Fire Department, its Officers, and or the City of Polk City.

  
\_\_\_\_\_  
Signature of Applicant

03/21/2016  
\_\_\_\_\_  
Date

# RICHARD A DAVIS

213 S Hickory Blvd  
Pleasant Hill, IA 50327  
Cell:  
E-mail:

## OBJECTIVE:

To maintain an active role in the community as an emergency services provider; to serve humanity; to safeguard and preserve life and property against the elements of fire and disaster; and maintain a proficiency in the art and science of fire engineering and emergency medicine.

## EDUCATION:

2006	<b>Critical Care Paramedic Specialist</b>	University of Iowa-EMS Learning Resource Center	
2004	<b>Fire Fighter II</b>	Fire Services Training Bureau - Division of State Fire Marshall	West Des Moines, IA
2004	<b>Firefighter I</b>	Fire Services Training Bureau - Division of State Fire Marshall	Runnels, IA
1990	<b>EMT-Paramedic Specialist</b>	Dubuque Mercy Health Center-Dept. of EMS	Runnels, IA
1988	<b>EMT-Ambulance/Basic</b>	Clinton Community College-Community Education	Dubuque, IA
1986	<b>Diploma</b>	Clinton High School	Clinton, IA

## WORK EXPERIENCE:

2013 - Present	<b>Firefighter II / Emergency Medical Technician - Paramedic Specialist</b>	Pleasant Hill Fire Department	Pleasant Hill, IA
2012 - Present	<b>Communication Specialist - Lifeflight</b>	Iowa Methodist Medical Center - UnityPoint Health	Des Moines, IA
2010 - Present	<b>Field Staff Instructor</b>	Iowa Fire Service Training Bureau - Division of State Fire Marshal	Ames, IA
2001 - Present	<b>National Ski Patroller</b>	Chestnut Mountain Resort	Galena, IL
		2015 - Present	Outdoor Emergency Care Instructor Trainer
		2012 - Present	Toboggan Training Coordinator
		2008 - 2012	Ski Patrol Representative
		2008 - Present	Alpine Senior Patroller
2002 - 2014	<b>Firefighter II / Emergency Medical Technician - Paramedic Specialist</b>	Polk City Fire Department	Polk City, IA
		2013 - 2014	Deputy Chief
		2008 - 2012	Captain
		2006 - 2007	Lieutenant
2002 - 2013	<b>Emergency Medical Technician-Critical Care Paramedic Specialist</b>	Fraser Medical Services - Ground/Air Ambulance Division	Des Moines, IA
1997 - 2005	<b>Clinical Partner 1 / Emergency Department Technician</b>	Iowa Methodist Medical Center - Iowa Health System	Des Moines, IA
1997	<b>Emergency Medical Technician - Paramedic Specialist</b>	Monroe County Ambulance	Albia, IA
1995 - 1997	<b>Emergency Medical Technician - Paramedic Specialist</b>	Midwest Ambulance Service of Iowa	Des Moines, IA
1992 - 1997	<b>Emergency Medical Technician - Paramedic Specialist</b>	Polk City Fire Department	Polk City, IA
1990 - 1995	<b>Emergency Medical Technician - Paramedic Specialist</b>	Lifeline Ambulance Service	Des Moines, IA
1989 - 1990	<b>Emergency Medical Technician - Basic</b>	Samaritan Ambulance Service - Samaritan Health System	Clinton, IA
1986 - 1990	<b>National Ski Patroller</b>	Chestnut Mountain Resort	Galena, IL
		1987 - 1990	Pro Patroller
		1987	Alpine Basic Patroller
		1986	Alpine Candidate
1986 - 1987	<b>Stage Technician - Apprentice</b>	City of Clinton Showboat Theatre	Clinton, IA

## CERTIFICATIONS:

### Emergency Medical Services Related

Iowa Emergency Medical Technician- Paramedic Specialist / Critical Care  
American Heart Association Basic Cardiac Life Support - Healthcare Provider with AED  
American Heart Association Basic Cardiac Life Support Instructor  
Advanced Cardiac Life Support Provider  
Pediatric Advanced Life Support Provider  
Pediatric Education for Pre-Hospital Professionals Provider  
Neonatal Resuscitation Program Provider  
Pre-Hospital Trauma Life Support - Advanced Provider  
Basic Disaster Life Support Provider  
Outdoor Emergency Care Provider  
National Ski Patrol Instructor / Instructor Trainer – Outdoor Emergency Care  
National Ski Patrol Instructor - Toboggan  
National Ski Patrol Evaluator – Senior Outdoor Emergency Care

### Fire Related

National Fire Protection Association – Fire Fighter I  
National Fire Protection Association – Fire Fighter II  
National Fire Protection Association – Driver Operator Pumper  
National Fire Protection Association – Instructor I  
National Fire Protection Association – Fire Company Officer I  
National Fire Academy Health and Safety Officer  
National Fire Protection Association – Public Information Officer  
Hazardous Materials Operations  
Domestic Preparedness Provider  
Iowa Fire Service Training Bureau – Burn Trailer: Ground Entry Trained  
Iowa Fire Service Training Bureau – Burn Trailer: Ladder Entry Trained  
National Incident Management System Program – 100 Trained  
National Incident Management System Program – 200 Trained  
National Incident Management System Program – 700 Trained  
National Incident Management System Program – 800 Trained

## AFFILIATIONS:

Iowa Society of Fire Service Instructors Member  
Iowa Emergency Medical Service Association Member  
Iowa Firefighter's Association Member  
Iowa Fire Chiefs Association – *Past Member*  
National Association of Emergency Medical Technicians  
National Volunteer Fire Council Member – *Past Member*  
National Volunteer Fire Council – EMS/Rescue Section – *Past Member*  
National Association of Paramedics – *Past Member*

## VOLUNTEERISM:

Illinois Special Olympics: State Winter Games – Ski Patrol – *Multiple years*  
Central Iowa Small Pox Response Team – Team Member  
State of Iowa Medical Disaster Medical Assistance Team – *Past Team Member*  
Des Moines Dam to Dam Run – Medical Volunteer – *Multiple years*  
USWPGA Hy Vee Golf Classic – Medical Volunteer – *Multiple years*  
2004 National AAU Junior Olympics: Des Moines – Medical Volunteer  
Iowa Special Olympics: Polar Plunge – Medical Volunteer – *Multiple years*  
Iowa Special Olympics: Super Plunge – Medical Volunteer – *Multiple years*  
2005 Allianz Golf Championship: Polk City - Medical  
2005 Hurricane Katrina/Rita Disaster Relief - EMS Task Force  
Iowa Special Olympics: Polar Plunge – Water Rescue – *Multiple years*  
Hy Vee Triathlon – Medical – *Multiple years*  
Hy Vee Triathlon – Water Rescue – *Multiple years*

## REFERENCES:

*Available upon request*

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

Address Tax Statement: Sender's Construction, L.L.C.  
115 East Vista Lake Avenue  
Polk City, Iowa 50226

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

Julie M. Haggerty  
Polk County Recorder  
111 Court Avenue Room 250  
Des Moines, Iowa 50309-2251

## ECONOMIC DEVELOPMENT AGREEMENT

### RECITALS:

**Whereas**, the City of Polk City, Iowa, (hereinafter “City”), has been presented with a proposal for a Development Project (“Project”), to be undertaken by Sender’s Construction, L.L.C., an Iowa limited liability company (hereinafter “Developer”); and

**Whereas**, the Project to be undertaken by Developer is redevelopment of the property locally known as 302 W Broadway, Polk City, Iowa and legally described on the attached Exhibit “A” (“Project Area”); and

**Whereas**, under the terms of the proposal, the Developer will develop the Project Area for use as a commercial business space (hereinafter “Project”), if the City agrees to assist the Developer through an economic development grant of \$125,000 (hereinafter “City Contribution”) to the Developer; and

**Whereas**, the City has determined that development of the Project Area, by construction of the improvements, is in the best interest of the City. The City further finds that the use of City funds to finance the City Contribution is in accordance with the provisions of the applicable laws, including, but not limited to *Iowa Code* §15A.

**Now, Therefore**, the City and Developer, in consideration of the promises and mutual obligations set forth in this Infrastructure Agreement (hereinafter “Agreement”), agree as follows:

### ARTICLE I

A. The Developer shall develop the Project Area by completing the Project at its own cost as described on Exhibit "B".

B. The Developer agrees to indemnify, defend and hold harmless the City from any and all claims arising out of or in connection with the construction of the Project. The Developer will cause the Contractor to obtain insurance under a policy reasonably acceptable to the City.

C. The Developer acknowledges that the City Contribution is wholly contingent upon the completion of the Project by the Developer in a manner reasonably acceptable to the City, and that the City Contribution for the eligible improvement is contingent upon satisfaction of all contingencies set out in this Agreement.

D. The Developer has power to enter into the Agreement, and all Exhibits hereto, without violation of any contract, instrument or agreement to which the Developer is a party.

E. The Developer is not in violation of any local, state or federal environmental law or regulation with respect to the Project Area, and is not aware of any pending or threatened claim against the Developer with respect to such laws.

## **ARTICLE II**

A. The City will make payment for the City Contribution to the Developer within thirty (30) days after all contingencies outlined in this Agreement have been satisfied and the City has issued a Certificate of Occupancy for the Project.

B. The Developer shall provide the City with documentation showing the invoices for the Project have been paid by the Developer prior to the City's acceptance of the Project.

## **ARTICLE III**

A. The City Contribution is contingent upon compliance with all terms and conditions precedent contained in this Agreement.

B. If the Developer breaches any term of this Agreement and said breach is not cured within 30 days after written notice to the Developer, the City shall have the right to cancel this Agreement, suspend performance, take any legal or administrative action deemed appropriate to obtain a refund of the City Contribution to recover damages or enforce the Developer's performance obligations under this Agreement, or seek any combination of these remedies. Provided, however, any default shall be considered cured in the event said default cannot be cured within 30 days and Developer is making a good-faith effort to cure the default.

## **ARTICLE IV**

A. The Developer represents and agrees for itself, and its successors and assigns, that prior to completion of the Project, except only by way of security for, and only for, (i) the purpose of obtaining financing necessary to enable the Developer to perform its obligations with respect to making the improvements under this Agreement, (ii) any other purpose authorized by this Agreement, and (iii) entering into leases with tenants of the buildings to be constructed in the Project Area, the Developer has not made or created, and will not make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to this Agreement, the Project Area, or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed.

B. Notwithstanding the above, in the absence of specific written agreement by the City, no such transfer or approval by the City thereof shall be deemed to relieve the Developer, or its successor-in-interest, or any other party bound in any way by this Agreement or otherwise from any of its obligations.

## **ARTICLE V**

A. All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, by United States certified mail or other established express delivery service (such as Federal Express) that guarantees overnight delivery, postage or delivery charge prepaid,

addressed to the appropriate party at the address set forth below:

**City:** City of Polk City  
City Administrator  
112 3rd Street  
Polk City, IA 50226

**Developer:** Sender's Construction, L.L.C.  
115 East Vista Lake Avenue  
Polk City, IA 50226

Notices shall be effective upon receipt or refusal.

B. The provisions of this Agreement are not intended to create, nor shall they in any way be interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.

C. This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third party beneficiary rights in any person not a party hereto.

D. The terms, covenants, conditions and agreements contained herein shall constitute covenants running with the land and shall be binding upon, and inure to the benefit of, the heirs, personal representatives, successors and assigns of the Developer.

E. This Agreement and the Exhibits which are or may in the future become a part of this Agreement supersede any prior agreements between the parties concerning the Project, and no oral statements, representations or prior written matter relating to the subject matter hereof, but not contained in this Agreement, shall have any force or effect. This Agreement shall not be amended or added to in any way except by written instruments executed by all parties or their respective successors in interest.

F. Each person executing this Agreement represents and warrants that he or she has authority to sign this Agreement on behalf of the corporation, limited liability company, or other entity for which he or she is signing, and that his or her signature binds said entity to the terms and provisions of this Agreement.

G. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument. Signature and acknowledgment pages may be detached from individual counterparts and attached to a single or multiple original(s) in order to form a single or multiple original(s) of this Agreement.

H. This Agreement shall be interpreted and construed in accordance with the laws of the State of Iowa.

**IN WITNESS WHEREOF**, we have hereunto set our hands and seals.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF POLK CITY, IOWA

By: \_\_\_\_\_  
Jason Morse, Mayor

ATTEST:

By: \_\_\_\_\_  
Jenny Gibbons, City Clerk

Sender's Construction, L.L.C.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENTS**

**STATE OF IOWA, COUNTY OF POLK, ss:**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared JASON MORSE and Jenny Gibbons, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Polk City Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, that said instrument was signed and contained in the Resolution adopted by the City Council of Polk City, Iowa, on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, and the said JASON MORSE and Jenny Gibbons acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

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

**STATE OF IOWA, COUNTY OF POLK, ss:**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, a Notary Public in and for the said State, personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is the \_\_\_\_\_ of \_\_\_\_\_, an Iowa limited liability company; that no seal has been procured by the said limited liability company and that said instrument was signed on behalf of the said limited liability company by authority of its \_\_\_\_\_ and the said \_\_\_\_\_, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.

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

**EXHIBIT "A"**

**Legal Description of Property**

NE 2/3 LT 4 & ALL LTS 1 & 2 BLK 10 TOWN OF POLK CITY, an Official Plat in Polk City,  
Polk County, Iowa

## **EXHIBIT “B”**

Well and large tree and courtyard fencing will be removed within ten (10) days of this Agreement

Demolition company will bring down old part of building and remove potential hazardous material approximately three (3) weeks after removal of the well, large tree and courtyard fencing

Completion of final design work (after determination of any unknown construction issues) and construction with intent to obtain Certificate of Occupancy by December 31, 2016

**RESOLUTION NO. 2016-37**

**A RESOLUTION REGARDING APPROVING AN ECONOMIC DEVELOPMENT AGREEMENT WITH SENDER'S CONSTRUCTION, L.L.C.**

---

**WHEREAS**, the City of Polk City is an Iowa municipality ("City") authorized and empowered by the Iowa Code to enter into agreements concerning economic development assistance; and

**WHEREAS**, the City has determined that it is necessary and advisable that the City should enter into an agreement with Sender's Construction, L.L.C., ("Developer") for the purpose of providing funds for paying a portion of the costs of improvements to be made to certain property within an urban renewal area of the City locally known as 302 W Broadway; and

**WHEREAS**, the City has determined that development of the Project Area, by construction of the improvements, is in the best interest of the City. The City further finds that the use of City funds to finance the City Contribution is in accordance with the provisions of the applicable laws, including, but not limited to Iowa Code Chapter 15A.

**WHEREAS**, the City held a Public Hearing on the matter on April 25, 2016 as required by law.

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Polk City, Iowa, hereby approves the agreement with Sender's Construction, L.L.C., and directs the Mayor and the City Clerk to enter into the agreement approving to an economic development grant in the amount of \$125,000.

**BE IT FURTHER RESOLVED**, the Finance Director is hereby authorized to release payment to the developer as set forth in the Agreement attached as Exhibit "A"

**PASSED AND APPROVED** this 25<sup>th</sup> day of April, 2016.

---

Jason Morse, Mayor

ATTEST:

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Jenny Gibbons, City Clerk

**PROCLAMATION**



*Whereas, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and*

*Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and*

*Whereas, Arbor Day is now observed throughout the nation and the world, and*

*Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and*

*Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and*

*Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and*

*Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.*

*Now, Therefore, I, Jason Morse, Mayor of the City of Polk City, Iowa, do hereby proclaim April 29, 2016, as*

 **Arbor Day**

*In the City of Polk City, Iowa, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and*

*Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.*

***Dated this 25<sup>th</sup> day of April, 2016***

---

*Jason Morse, Mayor*

**RESOLUTION 2016-39**

**A RESOLUTION SETTING A PUBLIC HEARING ON THE PROPOSED  
REZONING OF .88 ACRES OWNED BY LAKESIDE FELLOWSHIP CHURCH  
FROM R-2 TO C-1(R) RESTRICTED TO A FUNERAL HOME**

---

**BE IT RESOLVED**, that the City Council of the City of Polk City, Iowa, hereby orders a public hearing and notice thereof to be held on May 9, 2016 at 6:30 p.m. in the City Hall Council Chambers, Polk City, Iowa, on the proposal to rezone property located at 302 S. 2<sup>nd</sup> Street and legally described as:

LOTS 1 AND 2 IN BLOCK 17, IN THE TOWN OF POLK CITY, POLK COUNTY,  
IOWA

AND

ALL OF THE 16.5 FOOT WIDE NORTH AND SOUTH ALLEY RUNNING IN A  
NORTHEASTERLY AND SOUTHWESTERLY DIRECTION IN THE CENTER OF  
BLOCK 17, TOWN OF POLK CITY (FORMERLY DESCRIBED AS POLK CITY  
ADDITION), NOW INCLUDED IN AND FORMING A PART OF THE TOWN OF  
POLK CITY, IOWA, EXCEPT THE EASTERLY 8.00 FEET OF A NORTHEAST AND  
SOUTHWEST ALLEY LYING ADJACENT TO LOT 4 IN BLOCK 17, THE  
EASTERLY 8.00 FEET OF SAID NORTHEAST TO SOUTHWEST ALLEY IN  
BLOCK 17 EXTENDED 8.00 FEET NORTHEAST OF THE NORTHEASTERLY  
LINE OF SAID LOT 4.

AND

THE 16.5 FOOT WIDE ALLEY BETWEEN LOTS 1 AND 4 OF BLOCK 17, TOWN  
OF POLK CITY (FORMERLY DESCRIBED AS POLK CITY ADDITION), NOW  
INCLUDED IN AND FORMING A PART OF THE TOWN OF POLK CITY, POLK  
COUNTY, IOWA, EXCEPT THE SOUTHERLY 8.00 FEET OF A NORTHWEST TO  
SOUTHEAST ALLEY IN SAID BLOCK 17 LYING ADJACENT TO SAID LOT 4.

AND

THE 16.5 FOOT WIDE EAST AND WEST ALLEY IN THE CENTER OF LOT 17,  
BETWEEN LOTS 2 AND 3 OF BLOCK 17, TOWN OF POLK CITY (FORMERLY  
DESCRIBED AS POLK CITY ADDITION), NOW INCLUDED IN AND FORMING A  
PART OF THE TOWN OF POLK CITY, IOWA.

AND

THAT PART OF THE SOUTHEASTERLY HALF OF S 3RD STREET LYING  
SOUTHWESTERLY OF THE CENTERLINE OF W WOOD STREET AND  
NORTHEASTERLY OF THE NORTHWESTERLY EXTENSION OF THE  
NORTHEASTERLY LINE OF LOT 3, BLOCK 17, TOWN OF POLK CITY, POLK  
COUNTY, IOWA

AND

THAT PART OF THE NORTHWESTERLY HALF OF S 2ND STREET LYING  
SOUTHWESTERLY OF THE CENTERLINE OF W WOOD STREET AND

NORTHEASTERLY OF THE SOUTHEASTERLY EXTENSION OF THE  
SOUTHWESTERLY LINE OF THE NORTHEASTERLY 8.00 FEET OF THE  
VACATED ALLEY ADJACENT TO THE SOUTHWESTERLY LINE OF THE LOT 1,  
BLOCK 17, TOWN OF POLK CITY, POLK COUNTY, IOWA  
AND  
THAT PART OF THE SOUTHWESTERLY HALF OF W WOOD STREET LYING  
SOUTHEASTERLY OF S 3RD STREET AND NORTHWESTERLY OF S 2ND  
STREET  
CONTAINING 0.88 ACRES (38,406 SQUARE FEET).

To be rezoned from R-2 One and Two Family Residential District to C-1(R) Central Business District (Restricted) restricting use to a Funeral Home. The Clerk shall publish notice of such hearing at the time and in the manner required by law.

**DATED** this 25<sup>th</sup> day of April, 2016.

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Jason Morse, Mayor

ATTEST:

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Jenny Gibbons, City Clerk

## RESOLUTION 2016-40

### A RESOLUTION SETTING A PUBLIC HEARING ON THE PROPOSED REZONING OF PROPERTY OWNED BY KIMBERLEY DEVELOPMENT KNOWN AS CROSSROADS AT THE LAKE

---

**BE IT RESOLVED**, that the City Council of the City of Polk City, Iowa, hereby orders a public hearing and notice thereof to be held on May 9, 2016 at 6:30 p.m. in the City Hall Council Chambers, Polk City, Iowa, on the proposal to rezone property formerly known as the Kaltenheuser property, located at 1021 S. 3<sup>rd</sup> Street and legally described as:

#### **Rezoning a parcel containing 3.175 acres from R-1 Single Family Detached Residential District to C-2 Commercial District**

Legal Description for Commercial Area including adjacent public right-of-way for the area to be rezoned to C-2 (to be known as Commercial Lot 4):

A tract located in the SW ¼, said Section 1, T80N, R25W, of the 5th P.M., Polk City, Polk County, Iowa, lying East of the centerline of South 3<sup>rd</sup> Street/Iowa Highway No. 415 as presently established, more particularly described with the following metes and bounds:

Commencing at the SW Corner of said Section 1; thence N00°21'28"W, 664.44 ft. with the West line of the SW ¼ of said Section 1, to the SW Corner of the North ½ of the SW1/4 of the SW ¼, said Section 1; Thence continuing N00°21'28"W, 249.66 ft. with the said Roadway Centerline and said Section Line to the POINT OF BEGINNING; Thence continuing N00°21'28"W, 426.40 ft. with the said Section Line; thence S89°34'56"E, 325.67 ft.; Thence S00°41'14"E, 420.14 ft. to the North Line of Lot 5; Thence S89°19'06"W, 328.06 ft. with the North Line of said Lot 5 to the POINT OF BEGINNING, 3.175 acres, more or less.

#### **Rezoning a parcel containing 1.882 from R-1 Single Family Detached Residential District to C-2(R) Commercial District (Restricted) restricting the use to Business and Professional Offices; Medical Offices and Health Clinics; Studios – Music, Photographic, Dance, and Fitness Centers, all less than 6,000 square feet in size; and Education – Child Care, including Daycare Centers and Pre-Schools**

Legal Description for the Restricted Commercial Area including the adjacent public R right-of-way for the area to be rezoned to C-2 with restrictions (to be known as Commercial Lot 5):

A tract located in the SW ¼, said Section 1, T80N, R25W, of the 5th P.M., Polk City, Polk County, Iowa, lying East of the centerline of South 3<sup>rd</sup> Street/Iowa Highway No. 415 as presently established, more particularly described with the following metes and bounds:

Commencing at the SW Corner of said Section 1; thence N00°21'28"W, 664.44 ft. with the West line of the SW ¼ of said Section 1 to the South line of Proposed Lot 5 extended Crossroads at the Lakes PUD being the SW Corner of the North ½ of the SW1/4 of the SW ¼, said Section 1 and POINT OF BEGINNING; Thence continuing N00°21'28"W, 249.66 ft. with the said Roadway Centerline and said Section Line to the proposed North line of Lot 5 extended; Thence N89°19'06"E, 328.06 ft. with the said north line of the Proposed Lot 5; Thence S00°41'14"E, 250.00 ft. to the North Line of Pine Ridge Estates, an Official Plat; Thence S89°19'06"W, 329.50 ft. with the North Line of Pine Ridge Estates to the POINT OF BEGINNING, containing 1.882 acres.

**Rezoning a parcel containing 42.442 acres from R-1 Single Family Detached Residential District, R-2(R) One and Two Family Residential District (Restricted), R-3(R) Multi-Family Residential District (Restricted) and C-2 Commercial District to Planned Unit Development (P.U.D.)**

Legal Description for the Residential Area to be rezoned to P.U.D. (to be known as single-family detached residential Lots 1 through 75 and duplex residential Lots D-1 through D-28)

AN IRREGULAR SHAPED TRACT OF LAND THAT IS LOCATED IN A PART OF LOTS 1 AND 2 IN THE 'OFFICIAL PLAT OF THE NW FRACTIONAL QUARTER AND THE NORTH HALF OF THE SW QUARTER' OF SECTION 1, TOWNSHIP 80 NORTH, RANGE 25 WEST; ALL OF BLOCK 'J' OF DES MOINES CO'S ADDITION TO POLK CITY, AN OFFICIAL PLAT; AND THE NORTH ½ OF THE SW ¼ OF THE SW ¼ OF SECTION 1, T80N, R25W, OF THE 5TH P.M., POLK CITY, POLK COUNTY, IOWA, LYING EAST OF THE RIGHT OF WAY LINE OF IOWA HIGHWAY NO. 415 AS PRESENTLY ESTABLISHED, ALL OF WHICH IS MORE ACCURATELY DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF SAID SECTION 1; THENCE N00°21'28"W, ALONG THE WEST LINE OF THE SW ¼ OF SAID SECTION 1, 664.44 FT., TO THE SW CORNER OF THE NORTH ½ OF THE SW ¼ OF THE SW ¼, SAID SECTION 1; THENCE N89°34'36"E, 76.85 FT. TO THE EAST RIGHT OF WAY LINE OF SAID IOWA HIGHWAY NO. 415; THENCE N89°19'06"E ALONG THE NORTH LINE OF PINE RIDGE ESTATES, AN OFFICIAL PLAT, 252.65 FT. TO THE POINT OF BEGINNING:

THENCE N00°41'14"W, 670.14 FT.; THENCE N00°34'05"W, 70.01 FT.; THENCE N00°25'04"E, 204.44 FT.; THENCE N54°54'08"W, 17.85 FT.; THENCE 22.30 FT. NORTHWESTERLY ALONG A CONCAVE CURVE SOUTHWESTERLY HAVING A RADIUS OF 90.00 FT. WITH A CHORD BEARING N62°33'17"W AND A CHORD LENGTH OF 22.24 FT.; THENCE N00°41'14"W, 609.95 FT.; THENCE N44°31'47"W, 116.80 FT.; THENCE N00°18'00"W, 208.93 FT.; THENCE N89°35'21"E, 25.36 FT.; THENCE N00°26'51"E, 172.92 FT.; THENCE N89°54'05"W, 175.68 FT. TO THE TO THE SOUTHWESTERLY LINE OF SCOTT'S PARK PLAZA PLAT NO. 1; THENCE S51°23'33"E ALONG SAID SOUTHWESTERLY LINE, 334.77 FT.; THENCE S51°22'57"E, 49.47 FT. TO THE SW CORNER OF LOT 12, BLOCK 'I', DES MOINES CO'S ADDITION TO POLK CITY; THENCE S51°21'49"E ALONG THE SOUTHWESTERLY LINE OF SAID BLOCK 'I', 330.00 FT. TO THE CENTERLINE OF WALKER STREET EXTENDED; THENCE N38°38'25"E ALONG SAID STREET CENTERLINE, 239.25 FT. TO THE CENTERLINE OF GRIMES STREET; THENCE S51°21'52"E ALONG SAID CENTERLINE 330.00 FT.; THENCE S38°33'26"W, 85.89 FT.; THENCE S00°27'42"E, 833.06 FT. TO THE NW CORNER OF LOT 8, PINE RIDGE ESTATES PLAT 2, AN OFFICIAL PLAT; THENCE S00°13'21"E ALONG THE WEST LINE OF THE SAID PINE RIDGE ESTATES PLAT 2, 663.28 FT. TO THE SOUTH LINE , SAID PINE RIDGE ESTATES PLAT 2; THENCE S89°19'06"W ALONG THE NORTH LINE OF PINE RIDGE ESTATES, AN OFFICIAL PLAT, 991.51 FT. TO THE POINT OF BEGINNING, SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD AND CONTAINING 42.442 ACRES

**The Clerk shall publish notice of such hearing at the time and in the manner required by law.**

**DATED** this 25<sup>th</sup> day of April, 2016.

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

ATTEST:

\_\_\_\_\_  
Jenny Gibbons, City Clerk

# Memo

Date 4/20/2016

To: Mayor, Council and Administrator

From: Mike Schulte

R.E. 2016 Asphalt Street Repairs

We have four areas in our asphalt streets that are in need of repair. There are other areas in need of repair but these are the worst ones at this time. I have supplied you with the quote from Hill Brothers Asphalt, it has the locations of the 9 patches and the cost associated with these repairs.

We have the funds available in this budget for these repairs.

I would recommend approval of Hill Brothers Asphalt Quote in the amount of \$9,600 for the named patches.

Thanks for your consideration.

Mike Schulte

# Hill Bros Asphalt Corp

# Quotation

DATE March 30, 2016

4137 Briarcliff  
Des Moines, IA 50317  
Phone (515) 266-2954 Fax (515) 261-0782

**Proposal submitted to:**

Polk City  
P.O.Box 426, 112-3rd St  
Polk City IA. 50226  
Willie Ostrander 515.559.6766  
Fax 515.984.9280  
E-Mail- wortrander@polkcityia.com

**Work to be performed at:**

Polk City

**Comments or special instructions:**

We hereby propose to furnish the materials and perform the labor necessary for completion of:

Description	AMOUNT
Saw core out full depth put back in 5 to 6 inches of class A hot mix asphalt.  East Wood St. -18x14, 10x16, 19x14. 4th St. in front of community center - 32x8, 11x7, 22x4. West Grimes St & S. 3rd St. - 20x9 Davis St. - 41x11, 26x7	\$9,600.00
	\$ 9,600.00

**Payment to be made upon completion.**

**Respectfully Submitted:** \_\_\_\_\_

**Acceptance of proposal:**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform the work specified.

**Date of acceptance:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

## Proposal for Outdoor Seating for Papas Pizzeria

Description: 16.5 feet by 99 feet total the unapproved alley run NE, SW on block 14 in the town of Polk City.

I propose a 1 year lease with extensions. I will mow the property and pick up trash and make sure it is appealing to the eye. I will move the 2 portable restrooms against Giggles with doors opening to the east then put up a wooden fence 6-8 feet tall on their south side so they are not visible in the eating area but are visible from the park. I would like to offer \$100 a year for the lease of this parcel of land.

I will put a 42 inch iron fence on the north and south ends as shown in the drawing with a gate for each. I want people to be able to look over at the park. No lighting at this time but if this works out then in the future I may add just some kind of rope lighting if needed.

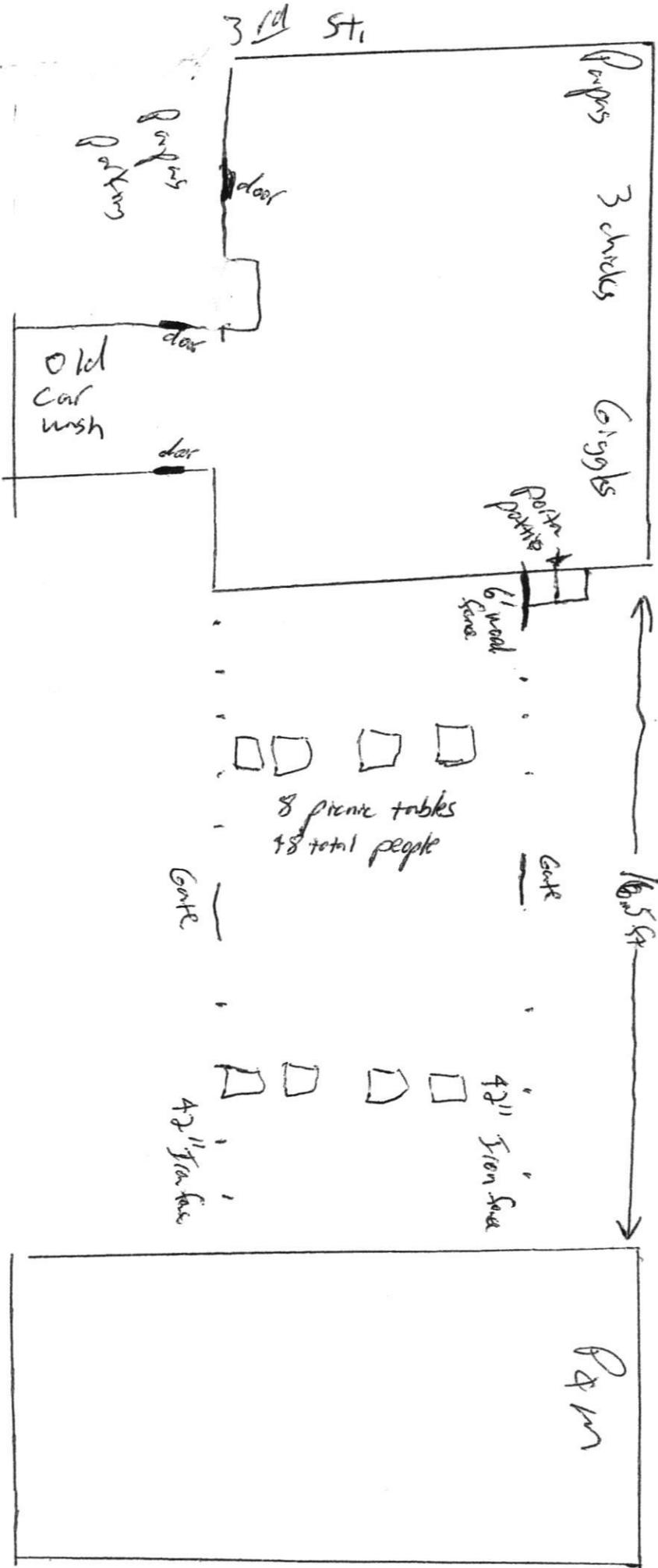
There are the 2 portable restrooms plus 2 restrooms right inside the front doors going into Three Chicks and 2 restrooms inside Papas for customer use.

I would like to sell food and also beer and wine in the space. I will update my liquor license to allow outside sales and pay the appropriate fee. It is my understanding that I can't transport the alcohol on the city sidewalk or the alley to the space so I will put a door on the east side of the old carwash so we can walk from our building to the space and not travel on the sidewalk or alley. I own the entire building so I can make any changes needed to it.

If there are any questions or concerns please let me know and I will address them immediately. Thank you for your consideration.

Shawn Comer

Van  
Dorn St.



Alley

99 ft

165 ft

**RESOLUTION NO. 2016-36**

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF POLK CITY AND NORTH POLK COMMUNITY SCHOOL DISTRICT FOR THE USE OF BUSES AND DRIVERS FOR THE POLK CITY SUMMER PARKS AND RECREATION PROGRAM.**

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**WHEREAS**, the City of Polk City offers a Summer Parks and Recreation Program; and

**WHEREAS**, said program requires the use of buses and bus drivers to transport the children to and from certain activities; and

**WHEREAS**, Polk City desires to utilize the North Polk bus drivers and school buses for their Summer Parks and Recreation Program; and

**WHEREAS**, the City Council believes it to be in the best interest of the City of Polk City to approve an Agreement setting out the understanding between the City of Polk City and North Polk Community School District; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Polk City, Iowa, that the Agreement with North Polk Community School District in the form attached hereto as Exhibit "A" is hereby approved.

**BE IT FURTHER RESOLVED** that the Mayor and City Clerk are hereby authorized to execute said Agreement on behalf of the City of Polk City, Iowa.

**DATED** this 18<sup>th</sup> day of April, 2016.

---

Jason Morse, Mayor

ATTEST:

---

Jenny Gibbons, City Clerk

## AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

Section 4. Supervision. North Polk has the authority to hire, train, evaluate, discipline, and dismiss the bus drivers furnished by North Polk under this Agreement. Polk City agrees to accept the buses in their present condition and configuration, and shall be responsible for keeping the buses clean and free of obstructions and ensuring that the activities conducted on the buses are safe and lawful. Polk City shall provide a chaperone to accompany each bus to supervise and assist the passengers being transported on the bus. Polk City shall reimburse North Polk for any damage caused by the passengers to the buses.

Section 5. Joint Meetings. It is agreed that representatives of the administrations of North Polk and Polk City will meet as needed both before and throughout the contract period to discuss issues related to the usage of the bus drivers and school buses, including but not limited to scheduling and routes. Both parties agree to cooperate as needed to assure that all required responsibilities are met by them.

Section 6. Reimbursement. Polk City shall make payment to North Polk to reimburse North Polk for the costs associated with furnishing the bus drivers and school buses pursuant to this Agreement. Such costs shall be determined by North Polk upon completion of the 2015-2016 Annual Transportation Report and shall be based on the cost-per-mile rate determined in the 2015-2016 Annual Transportation Report, said cost-per-mile rate not to exceed \$5.46 per mile. For subsequent years covered by this Agreement, if any, costs shall be determined by North Polk upon completion of the Annual Transportation Report for the most recent fiscal year and shall be based on the cost-per-mile rate determined in the Annual Transportation Report for that year. For all subsequent years a “not to exceed number” will be established by North Polk and delivered to Polk City by March 15 of each year. Notwithstanding anything contained elsewhere in this Agreement, North Polk shall not incur any expenses for supplies or equipment for which it intends to invoice Polk City, without receiving prior written approval of Polk City. Upon termination of this Agreement, such supplies and equipment shall be returned to Polk City. All payments by Polk City shall be made within 30 days of receipt of bill from North Polk.

Section 7. Insurance. North Polk shall be responsible for maintaining workers’ compensation insurance for the bus drivers it employs and furnishes under this Agreement in the amounts statutorily required by the State of Iowa.

North Polk shall carry automobile liability insurance for protection from liability arising out of accidents or other occurrence causing injury and/or damage to person or property due to the actions or omissions of the insured under this Agreement. Such insurance coverage shall have limits of not less than \$1,000,000 combined single limit.

North Polk and Polk City shall each carry commercial general liability insurance for protection of each, respectively, from liability arising out of accidents or other occurrence causing injury and/or damage to person or property due to the actions or omissions of the insured under this Agreement. Such insurance coverage shall have limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Each party shall add the other party to its

insurance policy as an additional insured.

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

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

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

Section 9. Term. The term of this Agreement shall be for the period beginning June 1, 2016 and ending August 15, 2016. This Agreement may be renewed annually, for one summer term, upon mutual agreement of the parties. Renewal must be agreed upon by the parties in writing no later than May 1 of each year with a "not to exceed" figure established on a per mile basis by March 15 of the year renewed.

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

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

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

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

any provision contained in this Agreement shall be declared invalid, illegal, or unenforceable, the remaining provisions contained herein shall not in any way be affected or impaired thereby. The headings of this Agreement are inserted for convenience of reference only and in no way describe or limit the scope or intent of this Agreement or any of the provisions hereof.

Section 14. Force Majeure. Notwithstanding anything contained in this Agreement to the contrary, neither party shall be liable to the other for failure to comply with any obligation under this Agreement (nor shall any charges or payments be made in respect thereof) if prevented from doing so by reason of contingencies beyond the reasonable control of the parties.

IN WITNESS WHEREOF, the parties have duly approved and executed this Agreement. Dated at Alleman, Iowa this 21<sup>st</sup> day of April, 2016.

NORTH POLK COMMUNITY  
SCHOOL DISTRICT

CITY OF POLK CITY

By \_\_\_\_\_  
President, Board of Directors

By \_\_\_\_\_  
Mayor

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary, Board of Directors

\_\_\_\_\_  
City Clerk

Activity	Date	Mileage	Hours	North Polk Cost (\$5.46/mile)	Durham Bus Cost (\$70/hour)	Windstar Lines Cost (\$510/bus/day)	Best Cost
<b>Summer Rec (2 busses):</b>							
West Elementary Activity	6/21	0	0	N/A	N/A	N/A	N/A
Swimming - Nevada	6/22	64.4	5	\$703.25	\$700.00	\$1,020.00	\$700.00
Air Lanes	6/23	56.8	5	\$620.26	\$700.00	\$1,020.00	\$620.26
Big Creek Activity	6/28	7.8	5	\$85.18	\$700.00	\$1,020.00	\$85.18
Swimming - Ames	6/29	58.2	5	\$635.54	\$700.00	\$1,020.00	\$635.54
Park Hop - Cleaning	6/30	Walking	0	N/A	N/A	N/A	N/A
Sky Zone/Climb Iowa*	7/5	18.9	5	\$206.39	\$700.00	\$1,020.00	\$206.39
Swimming - Prairie Ridge	7/6	16.8	5	\$183.46	\$700.00	\$1,020.00	\$183.46
LRC-Camp Dodge/Museum	7/7	15	5	\$163.80	\$700.00	\$1,020.00	\$163.80
Big Creek Activity	7/12	0	0	N/A	N/A	N/A	N/A
Swimming - Nevada	7/13	64.4	5	\$703.25	\$700.00	\$1,018.00	\$700.00
Incrediroll	7/14	30.6	5	\$334.15	\$700.00	\$1,019.00	\$334.15
Air Lanes	7/19	56.8	5	\$620.26	\$700.00	\$1,020.00	\$620.26
Swimming - Altoona	7/20	46.6	5	\$508.87	\$700.00	\$1,020.00	\$508.87
Polk County Fair	7/21	43.8	5	\$478.30	\$700.00	\$1,020.00	\$478.30
Polk County Canoe/Geocach	7/26	35	5	\$191.10	\$700.00	\$1,020.00	\$191.10
Polk County Creek Stomping	7/27	57.8	5	\$315.59	\$700.00	\$1,020.00	\$315.59
Swimming - Cascade Falls	7/27	18.8	5	\$205.30	\$700.00	\$1,020.00	\$205.30
Sky Zone/Climb Iowa*	7/28	18.9	5	\$206.39	\$700.00	\$1,020.00	\$206.39
<b>Swim Lessons (1 bus):</b>							
Summit Middle School	6/6-6/16	528	4	\$2,882.88	\$3,080.00	\$5,610.00	\$2,882.88
			<b>Totals:</b>	<b>\$9,043.94</b>	<b>\$14,280.00</b>	<b>\$21,927.00</b>	<b>\$9,037.45</b>

\*SkyZone/Climb Iowa mileage consists of an average of both buses routes: 20.6 & 17.2

**RESOLUTION NO. 2016-35**

**A RESOLUTION APPROVING A STREET NAME  
CHANGE IN MARINA COVE PLAT 2 FROM LAKEFRONT  
DRIVE TO MARINA COVE DRIVE WITHIN  
THE CORPORATE LIMITS OF POLK CITY, IOWA.**

**WHEREAS**, on June 13, 2011 the City Council of the City of Polk City, Iowa approved the Final Plat for Marina Cove Plat 1 which included a short street named Lakefront Drive; and

**WHEREAS**, on May 12, 2014 the City Council approved the Preliminary Plat for Twelve Oaks Plat 2 which included a cul-de-sac at the easterly extension of Lakefront Drive, therefore eliminating the need for a unique street name and making it more appropriate that Lakefront Drive be renamed to Marina Cove Drive in conformance with Section 170.18 of the Subdivision Regulations; and

**WHEREAS**, Polk City Municipal Code Section 139.02 allows for the renaming of streets by Resolution.

**WHEREAS**, the City Council of the City of Polk City, Iowa desires to change the name of the street within Marina Cove Plat 2 from Lakefront Drive to Marina Cove Drive; and

**WHEREAS**, the City Council desires to change the addresses of two residential homes on this street to conform to the new street name and the city's address grid as follows:

<u>Lot:</u>	<u>Current Address:</u>	<u>New Address:</u>
Lot 41, Marina Cove Plat 2	710 Lakefront Drive	1492 Marina Cove Drive
Lot 42, Marina Cove Plat 2	706 Lakefront Drive	1488 Marina Cove Drive

**NOW, THEREFORE BE IT RESOLVED**, the City Council of the City of Polk City, Iowa, hereby changes the name of the street within Marina Cove Plat 2 from Lakefront Drive to Marina Cove Drive and to change the addresses on of Lot 41 and 42 as defined herein effective July 1, 2016.

**PASSED AND APPROVED**, this 25<sup>th</sup> day of April, 2016.

---

Jason Morse, Mayor

ATTEST:

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Jenny Gibbons, City Clerk

**ORDINANCE NO. 2016 – 1400**

**AN ORDINANCE AMENDING CHAPTER 47 PARK REGULATIONS  
BY ADDING SECTION 47.25 TOBACCO FREE POLICY**

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

**Section 1.** Chapter 47, of the Polk City Code of Ordinances; Park Regulations, is hereby amended by adding Section 47.25:

**47.25 TOBACCO FREE POLICY.**

1. **TOBACCO USE PROHIBITED.** Tobacco and nicotine use is prohibited in all City of Polk City outdoor recreational facilities at all times. No person shall use any form of tobacco at or on any City-owned or operated outdoor recreational facility, which includes, but is not limited to, any park, playground, athletic field and complex, skate park, aquatic areas, shelter, restrooms, trails and parking lot areas. The term "tobacco" means any product made or derived from tobacco, such as nicotine, that is intended for human consumption, including any component, part, or accessory of a tobacco product. This includes, among other products, cigarettes, electronic smoking devices, cigarette tobacco, roll-your-own tobacco, smokeless, and dissolvable tobacco. The term "electronic smoking device" means any device that can be used to deliver an aerosolized solution that may or may not contain nicotine to the person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, vape pen, e-hookah or other simulated smoking device. Tobacco product does not include nicotine products approved by the U.S. Food and Drug Administration (FDA) for tobacco cessation. Tobacco-Free signs shall be posted in all outdoor recreational facilities that conform to the requirement of Section 142D.6 of the Code of Iowa.

2. **ENFORCEMENT.** Any person found violating this Ordinance will be asked to cease use of tobacco or leave the City park or facility premises. Any person found to continually violate this Ordinance may be cited with a municipal infraction. Violations of this Chapter are declared to be municipal infractions and may be punished as provided in Chapter 3 of this Code. For violations of Subsection 47.25 of this Ordinance, police officers or designees shall enforce and be authorized to issue citation-complaints. Before issuing a citation-complaint, the police officer or designee shall verify that the offender has previously received a warning against engaging in such conduct, or the offender has refused to discontinue engaging in such conduct after the police officer or designee has advised the offender that such conduct must cease. A one hundred dollar (\$100.00) civil penalty shall be imposed for each violation where a citation-complaint has been issued.

**Section 2.** All Ordinances or parts of any Ordinance in conflict with the provisions of this Ordinance are hereby repealed to the extent of the conflict.

**Section 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 \_\_\_\_\_, 2016.

---

Jason Morse, Mayor

ATTEST:

---

Jenny Gibbons, City Clerk

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

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

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

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

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

<u>Water Rates</u>	<u>Current</u>	<u>5%</u>	<u>10%</u>	<u>15%</u>	<u>20%</u>
First 1000 gal	\$ 9.40	\$ 9.87	\$ 10.34	\$ 10.81	\$ 11.28
All over 1000 gal	\$ 3.75	\$ 3.94	\$ 4.13	\$ 4.31	\$ 4.50
Water Cost per Average family- 4700 gal/mo	\$ 23.28	\$ 24.45	\$ 25.60	\$ 26.77	\$ 27.93
Estimated Annual Income	\$ 418,950.00	\$ 440,064.00	\$ 460,845.00	\$ 481,792.50	\$ 502,740.00
<b>Additional Revenue Generated Annually</b>		<b>\$ 21,114.00</b>	<b>\$ 41,895.00</b>	<b>\$ 62,842.50</b>	<b>\$ 83,790.00</b>
<u>Irrigation Rates</u>	<u>Current</u>	<u>5%</u>	<u>10%</u>	<u>15%</u>	<u>20%</u>
All Usage per 1000 gal	\$ 4.50	\$ 4.73	\$ 4.95	\$ 5.18	\$ 5.40
<u>Sewer-Rates</u>	<u>Current</u>	<u>5%</u>	<u>10%</u>	<u>15%</u>	<u>20%</u>
Availability Charge	\$ 10.77	\$ 11.31	\$ 11.85	\$ 12.39	\$ 12.92
Cost per 1000 gal	\$ 4.06	\$ 4.26	\$ 4.47	\$ 4.67	\$ 4.87
Sewer Cost per Average family-4700 gal	\$ 29.85	\$ 31.34	\$ 32.84	\$ 34.33	\$ 35.82
Estimated Annual Income	\$ 537,336.00	\$ 564,202.80	\$ 591,069.60	\$ 617,936.40	\$ 644,803.20
<b>Additional Revenue Generated Annually</b>		<b>\$ 26,866.80</b>	<b>\$ 53,733.60</b>	<b>\$ 80,600.40</b>	<b>\$ 107,467.20</b>
*Estimated income does not reflect new growth					

**Des Moines Water Works**

Average Bill	\$ 19,500.00
10% Increase	\$ 1,950.00
Yearly Increase	\$ 23,400.00

**ORDINANCE NO. 2016-1500**

**AN ORDINANCE AMENDING CHAPTER 92, WATER RATES, SECTION 92.02, RATES FOR SERVICE AND AMENDING CHAPTER 99, SECTION 99.02 BY ADDING A NEW SEWER RATE (10% increase)**

---

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

**Section 1.** Chapter 92, of the Polk City Code of Ordinances; Water Rates, Section 92.02, Rates for Service is hereby amended by deleting the section and inserting the following: 92.02 Water Service. Service shall be furnished at the following monthly rates and classification within the City:

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

<u>Gallons Used per Month</u>	<u>Rate</u>
First 1,000	\$10.34 (minimum bill)
All over 1,000	\$4.13 per 1,000 gallons

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

<u>Gallons Used per Month</u>	<u>Rate</u>
All usage/1000 gallons	\$4.95 (minimum bill)

**Section 2.** Chapter 99, Sections 99.02 is hereby amended by deleting the section and inserting the following: 99.02 Sewer Service. Each customer shall pay sewer service charges for the use of and for the service supplied by the municipal sanitary sewer system as follows:

1. Service Availability Charge. A service availability charge of \$11.85 per month (minimum bill).

2. Usage Charge. A usage charge of \$4.47 per each 1,000 gallons of water used.

**Section 3.** The new water and sanitary sewer rates will start with meter reads in the month of June 2016, payable in July 2016.

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

**Section 5.** This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

ATTEST:

\_\_\_\_\_  
Jenny Gibbons, City Clerk

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

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

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

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

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

**ORDINANCE NO. 2016-1500**

**AN ORDINANCE AMENDING CHAPTER 92, WATER RATES, SECTION 92.02, RATES FOR SERVICE AND AMENDING CHAPTER 99, SECTION 99.02 BY ADDING A NEW SEWER RATE (15% increase)**

---

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

**Section 1.** Chapter 92, of the Polk City Code of Ordinances; Water Rates, Section 92.02, Rates for Service is hereby amended by deleting the section and inserting the following: 92.02 Water Service. Service shall be furnished at the following monthly rates and classification within the City:

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

<u>Gallons Used per Month</u>	<u>Rate</u>
First 1,000	<b>\$10.81</b> (minimum bill)
All over 1,000	<b>\$4.31</b> per 1,000 gallons

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

<u>Gallons Used per Month</u>	<u>Rate</u>
All usage/1000 gallons	<b>\$5.18</b> (minimum bill)

**Section 2.** Chapter 99, Sections 99.02 is hereby amended by deleting the section and inserting the following: 99.02 Sewer Service. Each customer shall pay sewer service charges for the use of and for the service supplied by the municipal sanitary sewer system as follows:

1. Service Availability Charge. A service availability charge of **\$12.39** per month (minimum bill).

2. Usage Charge. A usage charge of **\$4.67** per each 1,000 gallons of water used.

**Section 3.** The new water and sanitary sewer rates will start with meter reads in the month of June 2016, payable in July 2016.

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

**Section 5.** This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

ATTEST:

\_\_\_\_\_  
Jenny Gibbons, City Clerk

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

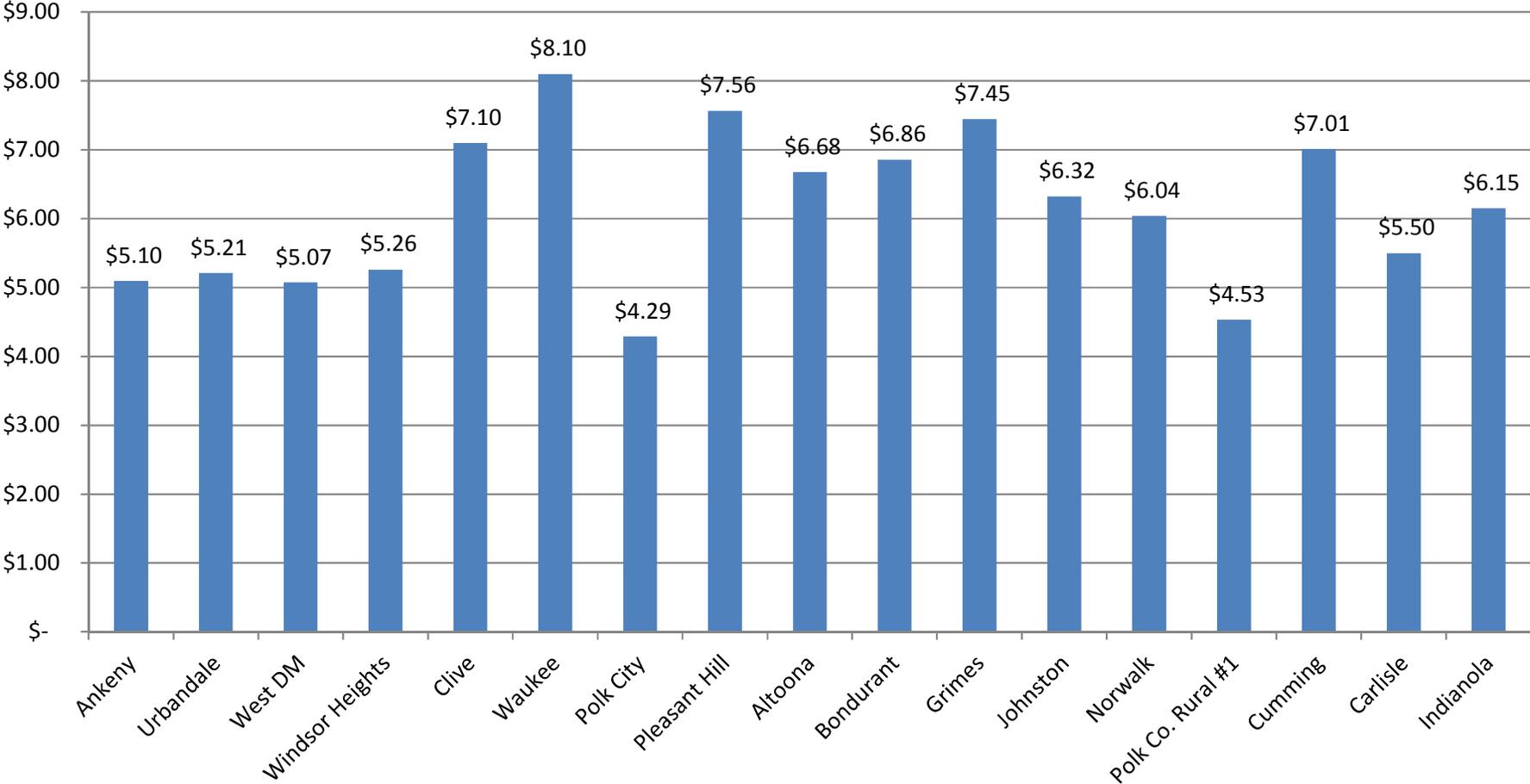
Second Reading: \_\_\_\_\_

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

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

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

**Effective Water Rate per Thousand Gallons  
(includes volume & availability rate assuming 7,500 gallons)  
April 2015**





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3 year:	<input type="checkbox"/> \$5,795 \$5,505.25*	<input type="checkbox"/> \$7,292 \$7,002.25*

**COMPANY INFORMATION**

Primary User	
Company	
Address	
Address 2	
City	State
Country	ZIP
Phone	Fax
Email	
Website	

**PAYMENT INFORMATION**

Payment must be enclosed for order to be processed. US Funds on US Bank.

Amount Enclosed \$

Check Enclosed (Make checks payable to: SDS BinderWorks)

Visa  Mastercard  American Express  Discover

Credit Card #		
Verification #*	Expiration Date	
Name on Card		
Billing Address		
Address 2		
City	State	ZIP
Country		
Signature X		

\*Visa, Mastercard and Discover: See 3-digit card ID number on the back of the card after account number. American Express: See 4-digit, non-embossed number printed above your account number on the face of your card.

**SUBMISSION INFORMATION**

**PHONE** 515-334-2619  
**FAX** 515-334-2620

**MAIL** 3066 104th Street  
Urbandale, IA 50322

**WEB** www.sdsbinderworks.com  
**EMAIL** customerservice@sdsbinderworks.com

# Memo

Date: 4/21/2016

To: Mayor, Council and Administrator

From: Mike Schulte

R.E. M.S.D.S Conversion to S.D.S

OSHA has changed the rules on how companies report hazards of the chemicals they produce. In an effort to make this reporting more uniform, companies must convert from the M.S.D.S (Material Safety Data Sheet) to a S.D.S (Safety Data Sheets). As part of our mandated Hazardous Communication Safety Program, We must convert to the new sheets by June 1<sup>st</sup> 2016.

Public Works has maintained the MSDS sheets for this program and has started to convert over to the new SDS. During this process we have talked to other communities about how they manage all this data and make it more user friendly for the employees because that is the intent of this program. In those discussions we found the company called SDS Binderworks.

SDS Binderworks will convert our sheets as needed, digitize, maintain our list of chemicals, and that list will be available to the employees in hard copy, online, or on our Mobil devices.

Although Public works has allocated the funds in this budget year, we will not have to use them. We have verified that we can receive an ICAP safety grant of \$1,000. Also the Safety Committee voted to use our SCCIC safety funds for the rest of the cost.

The cost for a 2 year agreement and support is \$3,254.50

Thanks for your consideration!

Mike