

Agenda
Notice of Meeting
Polk City | City Council

October 10, 2016 | 6:30 pm
City Hall | Council Chambers
Broadcast live at www.polkcityia.gov/page/LiveStream

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 September 26, 2016
2. Consider motion to receive and file the Parks Commission Minutes for October 3, 2016
3. Consider motion to approve the October 10, 2016 Claims
4. Consider motion to approve Resolution 2016-92 approving Snyder & Associates, Inc engineering services invoice for August 2016 in the amount of \$34,434.36
5. Consider motion to approve Tree Board's recommendation on trees around the City Town Square
6. Consider motion to receive and file the September 1, 2016 Library Board Meeting Minutes
7. Consider motion to receive and file the September 2016 Library Stat Report
8. Consider motion to accept part time firefighter/EMT Taylor Young's resignation effective immediately
9. Consider motion to accept Captain Mike Bernard request to step down from his role as Captain effective November 1, 2016
10. Consider motion to receive and file the September 2016 Water Report

6. New Business

Action Items

1. RTM Plat 1:
 - a. Public Hearing
 - b. Consider motion to approve the first reading of Ordinance 2016-2600 approving rezoning OF 0.533 acres from U-1 to M-1
 - c. (optional) Consider motion to waive the 2nd and 3rd reading of Ordinance 2016-2600
2. Consider motion to approve Resolution 2016-96 amending the Fire Department EMT/Paramedic starting part time and paid on call (POC) wages
3. Consider motion to approve Resolution 2016-90 approving the updated 28E Agreement for Cooperative Public Service with Polk County
4. Pine Ridge Island
 - a. (*Optional*) Consider motion to approve Resolution 2016-93 approving an Easement agreement between the Pine Ridge Estates Island Management LLC and The City of Polk City

- b. *(Optional)* Consider motion to approve Resolution 2016-94 directing staff to remove the Island and pave and prepare the area for turn lanes at the intersection of Pine Ridge Dr. and HWY 415

7. Mayor's Report

8. Council Report

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

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
4. Technology and Innovation Report
5. Finance Report
6. Fire Department Report
7. Police Department Report
8. Library Report
9. Citizen Liaison Report

12. Adjourn until October 24, 2016

MEETING MINUTES
The City of Polk City
City Council Meeting
6:30 p.m., Monday, September 26, 2016
City Hall

Polk City, City Council held a meeting at 6:30 p.m., on September 26, 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><u>Mayor and City Council Members Present:</u> Jason Morse Mayor Ron Anderson Pro Tem Rob Mordini City Council Member Robert Sarchet City Council Member Dan Lane City Council Member Dave Dvorak City Council Member</p> <p><u>Citizen Liaison Absent:</u> Ken Thornton Citizen Liaison</p>	<p><u>Staff Members Present:</u> Gary Mahannah City Administrator Lindsey Williams Assistant City Administrator/Finance Director Jenny Gibbons City Clerk Amy Beattie City Attorney Laura Lamberty, P.E. City Engineer Mike Schulte Public Works Director Trace Kendig Police Chief Dan Gubbins Fire Chief</p> <p><u>Staff Members Absent:</u> 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 Anderson and seconded by Sarchet to approve the meeting agenda
 MOTION CARRIED UNANIMOUSLY
4. **Public Comments** / None
5. **Lieutenant Dustin Bjornson Pinning Ceremony**
6. **Consent Agenda Items**
 Councilman Lane revised the consent agenda removing item 6.7 to be discussed further
 MOTION: A motion was made by Anderson and seconded by Lane to approve the revised consent agenda items.
 1. Consider motion to approve the City Council Meeting Minutes for September 12, 2016
 2. Consider motion to receive and file the P&Z Commission Minutes for September 19, 2016
 3. Consider motion to approve the September 26, 2016 Claims
 4. Consider motion to approve the August 2016 Finance Report
 5. Consider motion to accept resignations from part time Firefighter/EMT Tom Hogan and paid on call (POC) Firefighter/EMT Randy Pace effective immediately
 6. Consider motion to acknowledge Tyler Hardenbrook declining conditional employment offer for part time Firefighter/Paramedic
 7. Item REMOVED from Consent Agenda
 8. Consider motion to approve Resolution 2016-91 Street Finance Report**MOTION CARRIED UNANIMOUSLY**
 #7 Consider motion to approve Resolution 2016-81 approving the partial satisfaction of development agreement for all lots in Bridgeview Plat 1
 City Attorney, Amy Beattie explained the reasoning for clearing the titles of all lots instead of one by one
 MOTION: A motion was made by Lane and seconded by Dvorak to approve Resolution 2016-81
 MOTION CARRIED UNANIMOUSLY
7. **New Business**
 1. 2016 Street Repair Project
 - a. Public Hearing opened at 6:38 p.m. for the 2016 Street Repair Project. Jenny Gibbons, City Clerk reported the notice was published September 9, 2016 and no comments had been received. City Engineer, Laura Lamberty reviewed the bids received and provided a recommendation to approve TK

Concrete as the low bid in the amount of \$236,550, which was approximately 4% under the Engineer estimate.

MOTION: A motion was made by Anderson and seconded by Sarchet to close the Public Hearing at 6:43p.m.

MOTION CARRIED UNANIMOUSLY

- b. **MOTION:** A motion was made by Mordini and seconded by Dvorak to approve Resolution 2016-87 Adopting plans, specifications, form of contract, and opinion of probable cost

MOTION CARRIED UNANIMOUSLY

- c. **MOTION:** A motion was made by Mordini and seconded by Sarchet to approve Resolution 2016-88 Making award of construction contract

MOTION CARRIED UNANIMOUSLY

- d. **MOTION:** A motion was made by Sarchet and seconded by Mordini to approve Resolution 2016-89 Approving contract and bond

MOTION CARRIED UNANIMOUSLY

2. RTM Plat 1

- a. **MOTION:** A motion was made by Mordini and seconded by Anderson to approve Resolution 2016-82 scheduling a Public Hearing on October 10, 2016, near 6:30p.m. for rezoning 0.533 acres from Public Utility District (U-1) to Light Industrial District (M-1)

MOTION CARRIED UNANIMOUSLY

- b. **MOTION:** A motion was made by Sarchet and seconded by Dvorak to approve Resolution 2016-83 approving the Site Plan for Polk City Storage on Lot 1

MOTION CARRIED UNANIMOUSLY

3. **MOTION:** A motion was made by Anderson and seconded by Sarchet to approve the second reading of Ordinance 2016-2500 rezoning approximately 59.40 acres owned by MJR Developments, LLC from Agricultural (A-1) to Single Family Detached Residential (R-1)

MOTION CARRIED UNANIMOUSLY

- a. **MOTION:** A motion was made by Lane and seconded by Sarchet to waive the third reading of Ordinance 2016-2500

MOTION CARRIED UNANIMOUSLY

4. **MOTION:** A motion was made by Sarchet and seconded by Mordini to approve Resolution 2016-84 approving the Site Plan for The Stop at Broadway

MOTION CARRIED UNANIMOUSLY

5. **MOTION:** A motion was made by Mordini and seconded by Lane to approve Resolution 2016-85 the final pay application for the Davis and Tyler Intersection Reconstruction Project in the amount of \$7,825.35

MOTION CARRIED UNANIMOUSLY

6. **MOTION:** A motion was made by Sarchet and seconded by Mordini to approve Resolution 2016-86 approving the towing contract for the Police Department with McKinney Towing and Recovery

MOTION CARRIED UNANIMOUSLY

7. **MOTION:** A motion was made by Sarchet and seconded by Dvorak to defer action on the Easement Agreement regarding the Pine Ridge Island until October 10, 2016, at which time all requested items must be completed in full and meet the requirements set forth by City Staff and City Attorney.

YES: Dvorak, Mordini, Sarchet, Lane

NO: Anderson

MOTION CARRIED

8. **Mayor Report** | Mayor Morse thanked Staff for the time and effort on the Pine Ridge Island situation. Mayor congratulated Lieutenant Bjornson on his promotion. Mayor Morse invited Ryan Fredrigill with Fredrigill Funeral Home to discuss the complaints on the brightness of the LED sign on his property.

- Ryan Fredrigill reviewed the changes that were made to the sign, reducing the brightness and hours of operation. Council and Mayor thanked Mr. Fredrigill for his quick response to resolve the issues and shared their appreciation for his willingness to be a good neighbor.

9. **Council Report**

- Sarchet shared his condolences for the Darryl Johnson family with his recent passing. Sarchet was Darryl's neighbor and witnessed his tough battle with cancer. Sarchet stated that there probably isn't a prouder Polk City resident than Darryl was. Sarchet reported that the meetings with the NCGR (Neighborhood Citizen Group Representative) candidates has started and will continue through next week. He wanted to reiterate that this NCGR is in addition to everything the City does, not in place of anything.

- Anderson reported that the P&Z meeting well and several items are being discussed around trees and park land
- Lane shared that he had a discussion with resident Richard Smith regarding the funeral home sign and wanted to know what the plans were for a crematorium now or in the future. They also discussed the duplex built on 2nd street and the need for the Board of Adjustment to grant a variance due to an error made by the building inspectors. Lane also said that Mr. Smith was concerned about a pot-hole near 400 S. 2nd Street. Lane extended his condolences for Darryl Johnson, he said he was a good friend that welcomed him into town years ago. Lane said Darryl was an excellent person, one of the best men he's ever known.
- Dvorak shared his condolences for Darryl saying he was a model citizen that literally wore his pride for Polk City on his shirt. Dvorak asked questions regarding the City's contract with the company handling building inspections.
- Mordini echoed what his fellow councilmen said about Darryl being a great guy, he said others could certainly live their life by Darryl's example

10. **Council Discussion** | No discussion

11. **City Administrator Report** | Gary Mahannah reported the City had zero recommendations from the latest Workman's Comp visit. Mahannah said that says a lot about the departments involved; Fire, Police and Public Works

12. **City Reports**

- Mike Schulte, Public Works Director stated the Twelve Oaks mainline is curing and the intersection at 3rd and Southside is under construction
- Trace Kendig, Police Chief, shared details of the Department's recent Punt, Pass, Kick event

13. **Adjournment**

MOTION: A motion was made by Anderson and seconded by Lane to adjourn at 7:54 p.m.

MOTION CARRIED UNANIMOUSLY

Next Meeting Date – Monday, October 10, 2016

Jason Morse, Mayor

Attest:

Jenny Gibbons, City Clerk

MEETING MINUTES
The City of Polk City
Parks Commission
6:00 p.m., Monday October 3, 2016
City Hall | Council Chambers

Polk City, Parks Commission held a meeting at 6:00 p.m., on October 3, 2016. The Agenda was posted at the City Hall office as required by law. **These tentative minutes reflect all action taken at the meeting.**

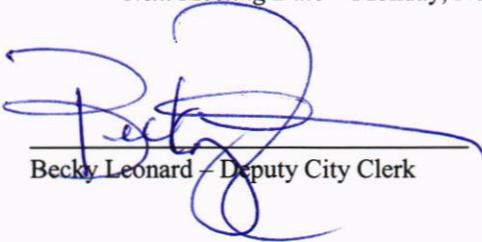
<p><u>Parks Commission Members Present:</u> Audrey Bell Chair Josh Reed Pro Tem (Acting Chair) David Hiatt Parks Commission Member Bob Fourez Parks Commission Member Andy Johnson Parks Commission Member Kelley Haaland Parks Commission Member</p> <p><u>Parks Commission Members Absent:</u> Sam Hill Parks Commission Member</p>	<p><u>Staff Members Present:</u> Gary Mahannah City Administrator Lindsey Williams Assistant City Administrator Becky Leonard Deputy City Clerk</p> <p><u>Additional Attendees:</u> David Dvorak City Council Liaison Ken Morse Tree Board Liaison Pat Hoppenworth Tree Board</p>
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1. **Call to Order** | Chair Bell called the meeting to order at 6:00 p.m.
2. **Roll Call** | Haaland, Bell, Johnson, Hiatt, Reed, Fourez | In attendance
 Hill | Absent
3. **Approval of Minutes**
MOTION: A motion was made by Reed and seconded by Fourez to approve the September 6, 2016 Meeting Minutes
MOTION CARRIED UNANIMOUSLY
4. **Audience Items** | Ed Tam, 801 Davis Street, shared information about the benefits of a dog park.
5. **New Business**
 - a. **Park Wish List Prioritization for October 10, 2016 Council Budget Workshop**
 Gary Mahannah, City Administrator, and Lindsey Williams, Assistant City Administrator, were present and provided guidance to the Commission as they discussed the City park wish list. The Commission recommended the following priorities to share with Council during the budget workshop:

Priority 1	Priority 2	Priority 3	Priority 4
Lost Lake Park	Twelve Oaks Park	Doc Simmer Memorial Park	Lakeview (Lakeside) Linear
1. Paved Walking Path 2. Backstop 3. Greenspace 4. Playgrounds 5. Benches & Picnic Tables 6. Trees	1. Greenspace 2. Paved Walking Path 3. Bench & Picnic Tables 4. Open Shelter	1. Dog Park 2. Fence 3. Double Entrance Fence	1. Outdoor fitness stations/equipment 2. Temporary signs to welcome use

- b. **Park Survey Discussion**
 The Commission elected to wait a year or two to survey residents given the current information contained in the Comprehensive Plan.

6. **Tree Board Liaison Report** | Ken Morse and Pat Hoppenworth were present and shared their recommendations concerning the trees around the square. Morse also provided an Emerald Ash Borer (EAB) update citing a recent article dating stating EAB is now found in a total of 36 counties in Iowa and 28 states across the United States.
7. **Council Liaison Report** | Councilman Dave Dvorak appreciated the time spent on the wish list prioritization. Dvorak shared that gravel will be added at the Sports Complex yet this year.
8. **Staff Report** | Gary Mahannah shared Lindsey Williams, Assistant City Administrator, will begin attending these meetings going forward.
9. **Public Works Report** | Absent
10. **Commission Report** | No report.
11. **Adjournment**
MOTION: A motion was made by Reed and seconded by Johnson to adjourn at 7:28 p.m.
MOTION CARRIED UNANIMOUSLY
Next Meeting Date – Monday, November 7, 2016



Becky Leonard – Deputy City Clerk

CLAIMS REPORT
The City of Polk City

For **10/10/2016**

DEPARTMENT	VENDOR	EXPENSE TYPE	AMOUNT
GENERAL	911 CUSTOM	FLASHLIGHT	\$111.99
GENERAL	ALADTEC INC	FIRE MANAGER	\$772.67
GENERAL	ALAN HEBERER MED. DIR. ASSOCIA	MEDICAL DIRECTOR CONTRACT	\$500.00
GENERAL	ARROW INTERNATIONAL	MEDICAL SUPPLY	\$930.62
GENERAL	AUREON TECHNOLOGY	INTERNET CHARGES	\$29.99
GENERAL	BRICK LAW FIRM	MUNICIPAL NUISANCE ABATEMENTS	\$6,166.00
GENERAL	CARPENTER UNIFORM CO.	UNIFORMS/GEAR	\$3,273.39
GENERAL	CARQUEST AUTO PARTS	OIL ABSORBENT	\$88.30
GENERAL	CENTURY LINK	PHONE SERVICE	\$43.75
GENERAL	CRYSTAL CLEAR WATER CO	PURCHASED WATER	\$85.09
GENERAL	DES MOINES AREA COMM.COLLEGE	RUSTY FRIEDRICKSON EMT	\$897.00
GENERAL	ELECTRICAL & ENVIRONMENTAL SYS	ANNUAL LOAD TEST-4 GENERATORS	\$510.00
GENERAL	ELECTRICAL ENG & EQUIPMENT CO	ELECTRICAL SUPPLIES	\$285.48
GENERAL	FALLER, KINCHELOE & CO. CPAS	AUDIT	\$4,250.00
GENERAL	FRASER TRANSPORTATION SERVICES	AUGUST BILLING	\$1,397.08
GENERAL	GNA TRUCKING LLC	TRUCKING SERVICES	\$997.56
GENERAL	I.M.W.C.A.	INSTALLMENT 5 OF 8	\$5,487.23
GENERAL	IMAGE TREND	PCR SOFTWARE SUPPORT	\$3,650.00
GENERAL	JIM'S JOHNS	PORTABLE TOILET RENTAL	\$240.00
GENERAL	KLEEN SWEEP SERVICES INC	CLEANING SERVICE	\$532.50
GENERAL	L3 MOBILE VISION	LAPTOP MOUNT- IN-CAR SYSTEM	\$671.05
GENERAL	LOUNSBURY SAND & GRAVEL	LANDSCAPING SUPPLIES	\$1,073.08
GENERAL	MARTIN MARIETTA AGGREGATES	ROCK AT TOWNSQUARE PLAYGROUND	\$228.43
GENERAL	MEDIACOM	INTERNET SERVICE	\$77.45
GENERAL	METRO WASTE AUTHORITY	CURB IT RECYCLING	\$3,823.56
GENERAL	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$19.53
GENERAL	MIDWEST AUTO. FIRE SPRINKLER	FIRE SPRINKLER-ANNUAL INSPECT	\$189.00
GENERAL	MUFFY'S PRINCESSES	PROGRAM PRESENTER	\$190.00
GENERAL	P & M APPAREL	DUTY CREW SHIRTS	\$779.00
GENERAL	PHYSIO-CONTROL	ELECTASSY AED-INFANT/CHILD	\$454.60
GENERAL	PLEXA	BI-ANNUAL DUES	\$20.00
GENERAL	RACOM	RADIO MONTHLY FEE	\$658.00
GENERAL	REGISTER MEDIA	PUBLIC NOTICES	\$340.20
GENERAL	SANDYMAN SANDBLASTING	SANDBLAST/PAINT HOLIDAY DECOR	\$375.00
GENERAL	SOUTHEASTERN EMERGENCY EQIPMEN	MEDICAL SUPPLY	\$418.44
GENERAL	SPRINT	PHONE/DATA SERVICES	\$174.95
GENERAL	STATE LIBRARY OF IOWA	2017 SR MANUAL	\$30.85
GENERAL	SUZANNE WILLE STUDIOS	ARTS COUNCIL-GHOST EVENT	\$162.92
GENERAL	TOTAL QUALITY INC.	LAWNCARE	\$9,490.00
GENERAL	WALMART	SUPPLIES	\$53.73
GENERAL	WEX	FUEL	\$1,174.50
ROAD USE	ANKENY SANITATION	TRASH SERVICE	\$452.76
ROAD USE	CHR TIRE AND AUTO	REPAIR FRONT END 206	\$2,010.97
ROAD USE	CONTROLLED ACCESS OF THE MIDWEST	TRANSMITTERS FOR GATES	\$346.00
ROAD USE	CTI READY MIX LLC	RECYCLED CONCRETE	\$308.10
ROAD USE	G & L CLOTHING	WORK CLOTHING	\$634.75
ROAD USE	GNA TRUCKING LLC	TRUCKING SERVICES	\$219.12
ROAD USE	I.M.W.C.A.	INSTALLMENT 5 OF 8	\$223.59
ROAD USE	IOWA CONCRETE CUTTING	WATER TIE-IN AT DAVIS/BRIDGE	\$300.00
ROAD USE	LAWSON PRODUCTS	PARTS, HARDWARE & SUPPLIES	\$350.62
ROAD USE	MATHESON	TANK RENTAL	\$67.09
ROAD USE	MSC INDUSTRIAL SUPPLY INC	SUPPLIES	\$203.80
ROAD USE	WEX	FUEL	\$884.23
WATER	DES MOINES WATER WORKS	PURCHASED WATER	\$19,946.20

CLAIMS REPORT
The City of Polk City

For **10/10/2016**

DEPARTMENT	VENDOR	EXPENSE TYPE	AMOUNT
WATER	ELECTRICAL & ENVIRONMENTAL SYS	ANNUAL LOAD TEST-4 GENERATORS	\$510.00
WATER	H.D. WATERWORKS SUPPLY	VALVE INSTALL-SUMMER/BROADWAY	\$1,317.99
WATER	HACH COMPANY	WATER DEPARTMENT SUPPLIES	\$5,645.61
WATER	I.M.W.C.A.	INSTALLMENT 5 OF 8	\$223.59
WATER	IOWA D.N.R.	ANNUAL WATER USE FEE	\$66.00
WATER	PHYSIO-CONTROL	ELECTASSY AED-INFANT/CHILD	\$113.66
SEWER	CENTRAL IOWA TELEVISIONING	SEWER MAIN-BROADWAY	\$900.00
SEWER	CITY OF DES MOINES	WRA	\$26,170.40
SEWER	ELECTRICAL & ENVIRONMENTAL SYS	ANNUAL LOAD TEST-4 GENERATORS	\$1,020.00
SEWER	I.M.W.C.A.	INSTALLMENT 5 OF 8	\$223.59
SEWER	VERIZON WIRELESS	PHONE AND DATA PLAN	\$91.20
TOTAL			\$112,882.21
	GENERAL		\$50,652.94
	ROAD USE		\$6,001.03
	WATER		\$27,823.05
	SEWER		\$28,405.19
	TOTAL		<u>\$112,882.21</u>

RESOLUTION 2016-92

**A RESOLUTION APPROVING SNYDER & ASSOCIATES, INC
ENGINEERING INVOICE FOR AUGUST SERVICES 2016**

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

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

General Engineering Fees:	\$12,130.00
Capital Improvement Projects:	\$13,725.00
Reimbursable Development Review Projects:	\$8,579.36

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa hereby approves the Snyder & Associates invoice for August 2016, in the amount of \$34,434.36

PASSED AND APPROVED the 10th day of October, 2016.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk



Date September 21, 2016

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

INVOICE SUMMARY - AUGUST SERVICES

Services from August 1, 2016 through August 31, 2016

GENERAL ENGINEERING

<u>2016 General Engineering</u>	116.0001	\$ 2,520.00
<u>Building and Development issues:</u>	116.0001	\$ 3,838.00
<i>Coordination with developers, engineers, building inspector, and staff regarding various potential and ongoing projects including Bridgepoint pond redesign as wet-bottom pond; pre-application questions.</i>		
<u>Miscellaneous Projects:</u>	116.0001	\$ 5,772.00
<i>Petition for Voluntary Annexation; Pine Ridge median island; original town ROW enforcement adjacent to Deer Haven; DMWW water study.</i>		
<u>Zoning & Subdivision Ordinances:</u>	116.0001	\$ -

SUBTOTAL \$ 12,130.00

CAPITAL IMPROVEMENT PROJECTS

2016 Street Repair Project	116.0636	\$ 13,635.00
Davis and Tyler Street Intersection Improvements	115.0944	\$ 90.00

SUBTOTAL \$ 13,725.00

REIMBURSABLE DEVELOPMENT REVIEW PROJECTS

Deer Haven Plat 1 - Pre-construction Conference	115.0537	\$ 643.50
Deer Haven TIF project	115.0778	\$ 1,028.00
Edgewater Drive: Water & Sanitary Sewer (Bruce Lefkow)	115.0852	\$ 811.00
Lakeside Fellowship: const observation of public water main	116.0074	\$ 260.78
Lost Lakes Estates Plat 3: SWMP, Pre-Con, Const Observation	116.0555	\$ 1,848.47
Lost Lakes Estates Plat 4: Pre-Con, Const Observation	116.0649	\$ 742.36
RTM Rezoning to M-1 (Mark Young)	116.0754	\$ 516.00
Twelve Oaks Plat 4 - construction observation and management	115.0623	\$ 2,192.25
Whitetail Ridge Rezoning (Jarrod Ruckle)	116.0761	\$ 537.00

SUBTOTAL \$ 8,579.36

TOTAL \$ 34,434.36

RECOMMENDATIONS FROM POLICE CITY TREE BOARD
REGARDING POLICE CITY SQUARE 9/28/16

N.W. QUADRANT

REMOVE YEW BY ELECTRICAL PANELS

REMOVE CRIMSON MAPLE DUE TO HAZARD TREE

TRIM CRABAPPLE

TRIM LOWER LIMBS OF WHITE PINE & SILVER MAPLE

TRIM (KARBELING) RED SUNSET MAPLE

N.E. QUADRANT

TRIM ALL - NO REMOVALS

S.W. QUADRANT

TRIM LITTLELEAF LINDEN

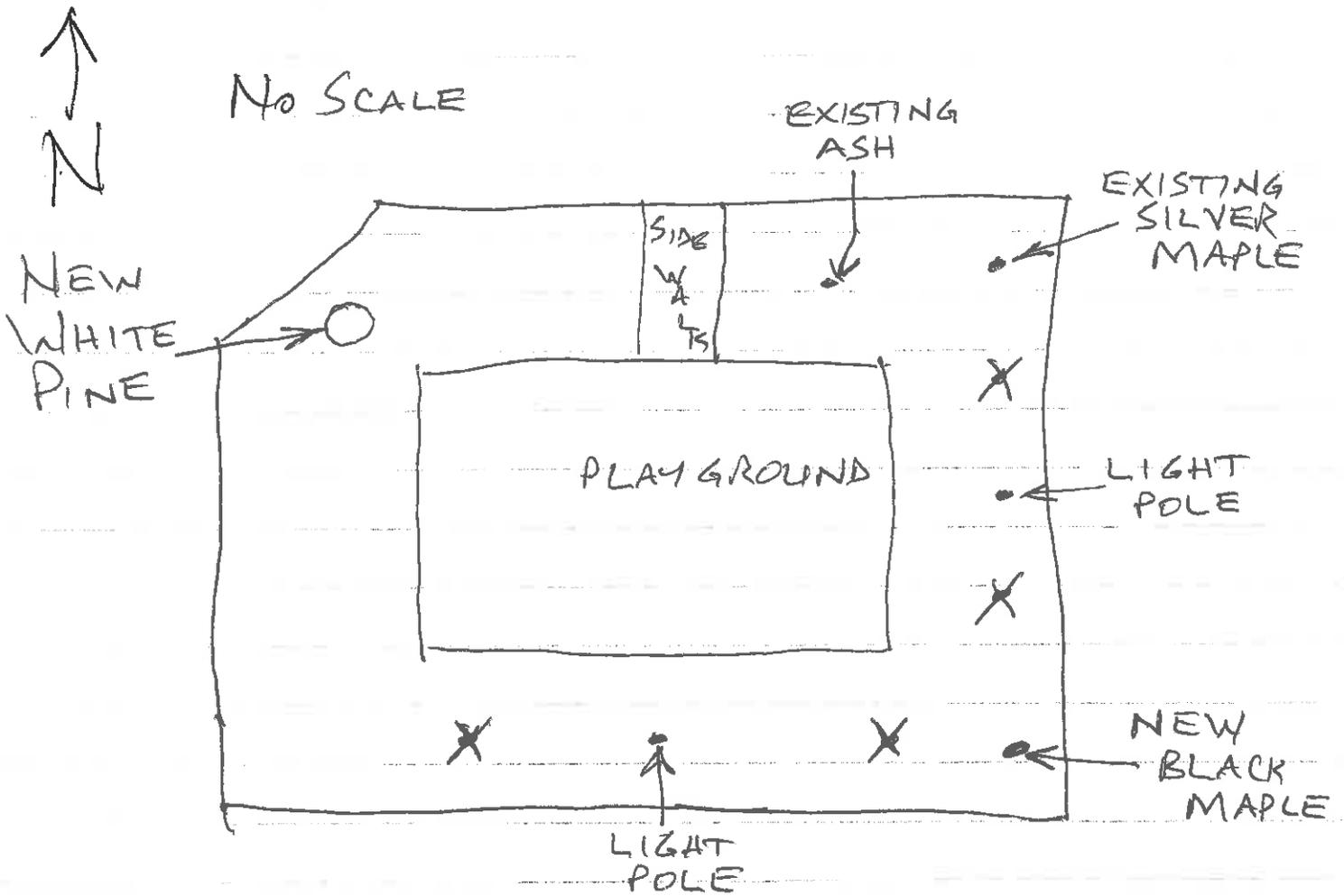
TRIM CRIMSON MAPLE

TRIM BIG SILVER MAPLE

TRIM ELM

REMOVE SKINNY ASH TREE BY N-S SIDEWALK

POLK CITY SQUARE RECOMMENDATIONS FOR S.E. QUADRANT



X = 4 NEW SPRING SNOW CRABAPPLE

Minutes of the Meeting of
The Polk City Community Library Board of Trustees
September 1, 2016

- I. The Meeting was called to Order by Mike Miller at 6:00 p.m.
Board Members Present: Angel Nelson, Mandy Vogel, Corey Hoodjer, Mike Miller Bob Wright
Board Members Absent: None
Library Director Present: Kim Kellogg
City Council Liaison Absent: Dan Lane
- II. Upon a Motion properly made and seconded, it was voted unanimously to approve the Agenda for this Meeting.
- III. Previous Minutes: Upon a Motion properly made and seconded, it was voted unanimously to approve the Minutes of the Meeting on August 1, 2016.
- IV. Communication from the Public: None
- V. Director's Report:
Library Director Kellogg that:
 1. Stats are being compiled, deadline for submission has been extended to October 31 for Annual Survey for the State
 2. Working on budget, staffing requests. Researching other libraries of our size in the area for comparison.
 3. Preparing for the meeting room improvements – painting, floors, hanging of blinds
 4. Cameras are working well, signs are posted
 5. City is getting bids to switch to LED lighting
 6. Pam will be hosting adult lib here soon
 7. Kim to host Central area library directors meeting
 8. Polk Co. Library Association, Metro Area Roundtable, Capital Crossroads meetings coming up
- VI. City Council Liaison Report: None
- VII. New Business:

1. Reviewed September work schedule, August expenditures
2. Policy Review – Interlibrary Loan Policy – Changes are proposed, will make updates next month

VIII. Old Business: None

IX. Board Member Reports: None

X. Upon a Motion properly made and seconded, it was noted to adjourn the Meeting at 6:20 p.m.

Next Meeting: October 3, 2016, at 7:00 p.m.

Respectfully Submitted,

Mandy Vogel, Secretary

LIBRARY - SEPTEMBER 2016 STATS SNAPSHOT				
Total Visitors	1917			
People Checking Out	349			
Polk City Cardholders	293			
Polk City Checkouts	2731			
Open Access Cardholders	34			
Open Access Checkouts	277			
Rural Cardholders	34			
Rural Checkouts	278			
Total Checkouts	3286			
Bridges E-book/Audiobook Checkouts	201			
Incoming ILL Books	30			
Outgoing ILL Books	42			
Reserves Placed	153			
Materials Added	183			
Materials Withdrawn	34			
New Cards Issued	6			
Computer Users	77			
WiFi Users (on site)	70			
Reference Questions	182			
AWE Station Usage	156			
AWE Games Played	162			
Adult Programs	23			
Adult Program Attendance	159			
Youth Programs	11			
Youth Program Attendance	349			
No. of Meeting Room Uses by Outside Groups	2			
Patron Savings	\$44,433.63			



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

October 5, 2016

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

- Part time Firefighter/EMT Taylor Young has submitted his resignation to the department, see attached.
- Captain Mike Bernard has requested to step down from his role as Captain effective October 31st due to time constraints and personal reasons.

Thanks,

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

Dan Gubbins
Fire Chief

Dan Gubbins - PCFD

From: Taylor Young <tyoung3535@gmail.com>
Sent: Thursday, September 29, 2016 2:14 PM
To: Dan Gubbins
Subject: Resignation

Chief Gubbins,

I regret to inform you that I am going to have to step down from my position with the Polk City fire department. At this point and time in my career I simply do not have the time commit it takes to be a part of your organization and it would not be fair to you or the department. I really enjoyed my time with the department and the "family" you have there, the citizens of Polk City are in good hands. I am sure I will be seeing you around in the future.

Sincerely,

Taylor Young

Dan Gubbins - PCFD

From: Michael Bernard <michael.bernard@polkcityfd.com>
Sent: Wednesday, October 05, 2016 2:19 PM
To: dan.gubbins@polkcityfd.com
Subject: stepping down as Captain

Chief Gubbins,

This letter is to inform you that on Nov 1st, I will be stepping down from my position as captain, and remaining on PCFD as a Firefighter/Paramedic. I have served PCFD as an officer for 5 out of the 7 years of my employment. My reasons for stepping down are due to my changing personal life. I hope I served the fire department well as a Captain, and I hope to continue to serve PCFD well as a firefighter paramedic.

Thank you

Michael Bernard
Captain -Training
Polk City Fire Department
(515)984-6304

Polk City Water Department

Monthly Report

Month Sept.

Year 2016

Total Water Pumped 11376940 Gallons
Monthly Daily Avg 379231 Gallons

Testing Results

- SDWA Bacteriological Coliform Analysis absent University Hygienic Lab.
Fecal Coliform Analysis- Sample incubated 35c for 48 hrs then examine for gas production. Gas production verifies presence of fecal coliform organisms.
- Fluoride Analysis .8 University Hygienic Lab.
A fluoride concentration of approx. 1mg/l in drinking water effectively reduces dental caries without harmful effects on health. MCL for fluoride is 4.0 mg/l.
Fluoride at Plant- Monthly Average .98 mg/l Polk City Lab.
Fluoride in System- Monthly Average .76 mg/l Polk City Lab.
- Chlorine Free At Plant- Monthly Average 1.59 mg/l Polk City Lab.
Chlorine Total at plant- Monthly Average 3.16 mg/l Polk City Lab.
Chlorine Free in System- Monthly Average .68 mg/l Polk City Lab.
Chlorine Total in System- Monthly Average .91 mg/l Polk City Lab.
Chlorine requirement is the quantity of chlorine that must be added to H₂O to achieve complete disinfection of pathogens and protozoa. Chlorine residuals will vary widely depending on organic loading. We also use chlorine to oxidize iron prior to filtration.
- Iron Raw Water- Monthly Average 6.80 mg/l Polk City Lab.
Iron Finish Water- Monthly Average .02 mg/l Polk City Lab.
Iron System Water- Monthly Average .02 mg/l Polk City Lab.
Iron occurs in rocks and minerals in the earth's crust. It's the 4th most abundant element respectively. Iron has no effect on human health; its main objection is aesthetics. Concentrations of Iron in finish H₂O should be between 0.03-0.06mg/l.
- Manganese Raw Water- Monthly Average .21 mg/l Polk City Lab.
Manganese Finish Water- Monthly Average .12 mg/l Polk City Lab.
Manganese System Water- Monthly Average .05 mg/l Polk City Lab.
Manganese also occurs in rocks and the earth's crust. It is the 7th most abundant element. Manganese is extremely difficult to remove. Concentrations of Manganese in finish H₂O should not exceed 0.05mg/l or black staining of plumbing fixtures may occur. No effect on human health.
- pH Raw Water Monthly Average 8.2 mg/l Polk City Lab.
pH Finish Water-Monthly Average 8.0 mg/l Polk City Lab.
pH System Water- Monthly Average 9.0 mg/l Polk City Lab.
pH scale ranges from 0-14 with 7 being considered neutral. Below 7 becomes corrosive to plumbing, above 7 tends to deposit minerals in plumbing. We add caustic soda to maintain proper pH, which should range between 7.5-7.9 in finish water.

Total Tests Performed- Polk City Lab _____

Total Hours to perform tests _____

NOTICE OF PETITION FOR REZONING

YOU ARE HEREBY NOTIFIED that on the 10th day of October 2016, the City Council of the City of Polk City, Iowa will hold a public meeting on a petition submitted to the City of Polk City, Iowa by Mark Young, TRM Properties, LLC.

1) To rezone 0.533 ACRES located at 206 N. 2nd Street, Polk City, Iowa, from its present zoning classification Public Utility District (U-1) to Light Industrial District (M-1);

LEGAL DESCRIPTION

THE SOUTHWESTERLY 200 FEET OF THE 166-FOOT WIDE RIGHT-OF-WAY IN LOT 6 OF THE OFFICIAL PLAT OF THE NW ¼ OF SECTION 1, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, LYING NORTHEAST OF BLUFF STREET, EXCEPT THE NORTHWESTERLY 66 FEET OF THE SOUTHWESTERLY 150 FEET

YOU ARE FURTHER NOTIFIED that said petitions will come before the Council on October 10, 2016 at 6:30 p.m. at which time you may appear and present any reasons that you may have, either in favor of or against said proposed rezoning.

DATED this 30th day of September 2016

Jenny Gibbons, City Clerk

ORDINANCE NO. 2016-2600

**AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF
POLK CITY, IOWA, BY REZONING 0.533 ACRES OWNED BY RTM
PROPERTIES, LLC LOCATED AT 206 N. 2ND STREET, POLK CITY, IOWA;
TO BE KNOWN AS LOT 2 OF RTM PLAT 1; FROM ZONING
CLASSIFICATION OF PUBLIC UTILITY DISTRICT (U-1) TO LIGHT
INDUSTRIAL DISTRICT (M-1)**

WHEREAS, on the 19th day of September, 2016, the Planning and Zoning Commission of the City of Polk City, Iowa, recommended to the City Council that the property legally described as:

THE SOUTHWESTERLY 200 FEET OF THE 166-FOOT WIDE RIGHT -OF-WAY IN LOT 6 OF THE OFFICIAL PLAT OF THE NEW ¼ OF SECTION 1, TOWNSHIP 80 NORTH, RANGE 25, WEST OF THE 5TH P.M., POLK COUNTY, IOWA, LYING NORTHEAST OF BLUFF STREET, EXCEPT THE NORTHWESTERLY 66 FEET OF THE SOUTHWESTERLY 150 FEET;

be considered for rezoning 0.533 acres from Public Utility District (U-1) to Light Industrial District (M-1)

WHEREAS, on the 10th day of October, 2016, after due notice and hearing as provided by law, the City Council now deems it reasonable and appropriate to rezone said property.

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

Section 1: That the Municipal Code of the City of Polk City, Iowa, be and is hereby amended by rezoning the property described above from Public Utility District (U-1) to Light Industrial District (M-1).

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

Section 3: This ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED AND APPROVED this ____ day of ____, 2016.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

Date of Publication: ____

RESOLUTION NO. 2016-96

A RESOLUTION AMENDING THE STARTING PAY FOR PART TIME AND PAID ON CALL (POC) EMT AND PARAMEDIC PERSONNEL FOR THE POLK CITY FIRE DEPARTMENT

WHEREAS, in 2001 the City Council of Polk City, Iowa allowed members of the Polk City Fire Department to be Paid for On Call Services; and

WHEREAS, in 2011 the Polk City Fire Department started part time employment; and

WHEREAS, in 2014 the pay for on call member compensation was last amended.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa hereby amends the starting pay for part time and POC EMT and Paramedic personnel as follows and effective beginning October 13, 2016.

Part Time Wage Scale

Non-EMT/Firefighter	\$	11.99
EMT/Firefighter (<3 years' experience)	\$	13.46
EMT/Firefighter (3-6 years' experience)	\$	13.86
EMT/Firefighter (6+ years' experience)	\$	14.31
Senior EMT/Firefighter	\$	14.75
EMT Officer	\$	15.20
Paramedic/Firefighter (<3 years' experience)	\$	17.17
Paramedic/Firefighter (3-6 years' experience)	\$	17.72
Paramedic/Firefighter (6+ years' experience)	\$	18.28
Senior Medic/Firefighter	\$	18.83
Medic Officer	\$	19.38

POC Pay Rates

No Certifications	\$	11.00
EMT/Firefighter	\$	13.00
Senior EMT/Firefighter	\$	13.50
EMT Officer	\$	14.00
Medic	\$	15.00
Senior Medic/Firefighter	\$	15.50
Medic Officer	\$	16.50

BE IT FURTHER RESOLVED, the new pay scale will also include current EMT and Paramedic personnel.

PASSED AND APPROVED the 10th day of October, 2016.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk



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

October 5th, 2016

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

We are in a bit of a situation when it comes to our part time staffing used during the day. The last 4 times we have hired we have received either 1 or 2 applications. The last posting we received two applications, we hired them both, and one of them quit because he was offered more money at another department.

The combination of the people that have left, received full time employment, and limited applications has left us in the worst staffing we have experienced since we started part time. We had 17 open paramedic shifts just in the month of September alone.

I did a survey of what other departments in the area are paying and I discovered we are drastically behind in both starting wages and even worse compared to average wages. Our starting pay for an EMT is currently \$12.57 and paramedic is \$14.95. In comparison, the average from other departments in the area is \$13.78 for EMT and \$16.45 for Paramedic. The average part time paramedic in Ankeny makes \$19.37.

	starting EMT	starting Paramedic
Indianola	\$ 14.11	\$ 17.77
Ankeny	\$ 14.42	\$ 16.10
Johnston	\$ 16.09	\$ 17.04
Grimes	\$ 16.09	\$ 17.04
Waukee	\$ 13.00	\$ 16.00
Altoona	\$ 12.51	\$ 15.97
Urbandale	\$ 13.51	\$ 17.01
Altoona	\$ 12.51	\$ 15.97
Carlisle	\$ 12.36	\$ 15.45
Clive	\$ 13.15	\$ 16.15
Average	\$ 13.78	\$ 16.45



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.polkcifyd.com

Obviously there are serious consequences of not having the appropriate staffing, the most obvious being the capability to respond to medical calls.

- Assuming we have only EMT's on duty, a paramedic tier costs \$200
- If we don't have staff to transport and Ankeny has to transport for us, that would be lost revenue between \$800-\$1000

Also important to note is we have just short of 5,000 people in our response area outside of the city limits. Combined with the city, we cover a population of nearly 10,000 people. Our call volume for this year looks like it will be 700-800.

The recommendation is to increase our starting EMT wage and paramedic. We will also separate out POC pay from part time wages as those were combined together when we went to the grade and step scale several years ago. The POC per call rates change slightly just to make them even dollar amounts. We will also move our existing part time people up to the appropriate level. There is no guarantee this will solve the problem, but it certainly gives us a much better chance.

Advantages include:

- Improve our ability to recruit new employees
- Improve our ability to retain current employees and give them incentive to work hours for us versus another part time job
- Will attract higher quantity and quality of applicants

Estimated Cost Impact

This budget year the part time staffing was estimated and budget like this:

Wages	\$124,283.22
IPERS	\$11,123.35
FICA	\$9,507.67
Work Comp	\$23,862.38
Unemployment	\$372.85
Total part time cost	\$168,776.62

Making this change starting would change the cost to this:

Wages	\$143,892.48
IPERS	\$12,878.38
FICA	\$11,007.77
Work Comp	\$27,627.36
Unemployment	\$431.68
Total part time cost	\$195,405.99



Polk City Fire Department



309 West Van Dorn Street • P.O. Box 34
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Difference in cost for the current budget year of \$26,629.37. We reviewed this with the finance committee and were able to remove or push back about \$13,000 from the current fire department budget, leaving the balance needed to be amended to the budget.

The proposed wage scales are below:

Part Time Wage Scale

Non-EMT/Firefighter	\$ 11.99
EMT/Firefighter (<3 years' experience)	\$ 13.46
EMT/Firefighter (3-6 years' experience)	\$ 13.86
EMT/Firefighter (6+ years' experience)	\$ 14.31
Senior EMT/Firefighter	\$ 14.75
EMT Officer	\$ 15.20
Paramedic/Firefighter (<3 years' experience)	\$ 17.17
Paramedic/Firefighter (3-6 years' experience)	\$ 17.72
Paramedic/Firefighter (6+ years' experience)	\$ 18.28
Senior Medic/Firefighter	\$ 18.83
Medic Officer	\$ 19.38

POC Pay Rates

No Certifications	\$ 11.00
EMT/Firefighter	\$ 13.00
Senior EMT/Firefighter	\$ 13.50
EMT Officer	\$ 14.00
Medic	\$ 15.00
Senior Medic/Firefighter	\$ 15.50
Medic Officer	\$ 16.50

I understand this is less than favorable, however we don't see how we have an option to continue to provide the coverage needed

Thanks,

Dan Gubbins
Fire Chief

RESOLUTION NO. 2016-90

**A RESOLUTION BETWEEN THE CITY OF POLK CITY
AND POLK COUNTY APPROVING A COOPERATIVE
SERVICES AGREEMENT FOR MAINTENANCE OF
JOINT JURISDICTIONAL ROADWAYS.**

WHEREAS, the City of Polk City, Iowa and Polk County currently have a Joint Public Services Agreement for maintenance of joint jurisdictional roadways in and around Polk City adopted by City Council through Resolution No. 2013-112 passed on November 11, 2013;

WHEREAS, the County has submitted an updated Cooperative Services Agreement for maintenance of joint jurisdictional roadways in the form attached hereto as Exhibit "A"; and

WHEREAS, this agreement establishes the terms and conditions between the City and the County for maintenance of joint jurisdictional roadways.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Polk City, Iowa, that the updated Cooperative Services Agreement 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 10th day of October, 2016.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk

AGREEMENT FOR COOPERATIVE PUBLIC SERVICE

BETWEEN

POLK COUNTY, IOWA

And

CITY OF POLK CITY, IOWA

THIS AGREEMENT is entered into by and between the Polk County Board of Supervisors, on behalf of Polk County, hereinafter referred to as the "County", and the City of Polk City, hereinafter referred to as the "City".

1. This agreement shall consist of six (6) pages and Attachments A, B, C, and D which shall be considered a part of this Agreement.
2. This Agreement shall become effective upon its execution by the parties, and shall remain in effect until terminated or amended by either party.
3. The purpose of this Agreement shall be listed in Attachment A.
4. Duties of the County shall be listed in Attachment B.
5. Duties of the City shall be listed in Attachment C.
6. Attachment D is a map showing the roads described in Attachments B and C.
7. Except as defined in Attachment B and C for the select "Iowa DOT transfer" roads shown on Attachment D (W. Broadway and 3rd St.) "Routine Maintenance" shall be defined as the following; replenishment of granular material, surface blading and dragging, removal of snow and ice from not more than two traffic lanes and shoulders, frostboil repairs on granular surfaced roadways, replacement of pavement markings, street sweeping, and other minor maintenance, usually performed on public roadways.

8. Except as defined in Attachment B and C for the select "Iowa DOT transfer" roads shown on Attachment D (W. Broadway and 3rd St.), unless the parties agree to complete Major Maintenance of a roadway by separate written agreement, "Major Maintenance" shall be defined as the following and will remain the responsibility of the party having jurisdiction of the road and right-of-way; repair and installation of traffic control signs and devices, cutting of trees and brush, weed eradication, mowing, ditch cleaning, pavement patching and repair, dust control, maintenance or repair of tile lines, storm sewers, and entrance culverts, cross-road culverts, sanitary sewers or subsurface utilities, major bridge and culvert repair, repair of guardrails, pavement repair including potholes and patching, and edgerut and shoulder repairs.
9. "The party with maintenance responsibility" means the party which, because of this Agreement, is responsible for routine maintenance for roads or portions thereof as specified in this Agreement, regardless of the physical location of the road within or without the party's boundaries.
10. "Roads" and "streets" are synonymous terms as used in this Agreement.
11. No major maintenance shall be performed on the other party's roads by the party with maintenance responsibility until a separate written agreement for that work is executed by the parties.
12. Construction projects involving roads under the jurisdiction of more than one of the parties shall be agreed to by separate written agreement.
13. The party with maintenance responsibility shall perform routine maintenance in conformance with the terms of the Agreement on the roads designated in Attachments B and C.
14. All routine maintenance performed by the party with maintenance responsibility shall be performed in accordance with that party's normal maintenance practices and procedures for streets within its boundaries, except that the other party may request performance of routine maintenance functions at specific locations in response to maintenance needs which are

brought to the attention of the party by the public. In the event that requests for routine maintenance are not completed within three days of the time an oral request is made, the requesting party, after giving at least two day written notice by registered mail to the party with maintenance responsibility, shall perform the routine maintenance and bill the party with maintenance responsibility. Reimbursement shall be made upon receipt of an itemized billing.

15. Each party shall be responsible for the establishment, erection and maintenance of any and all traffic control devices, signs and markings of a regulatory or informative nature, on or near streets within the party's boundaries, except maintenance of pavement markings, or as detailed in this agreement. The party with maintenance responsibility shall promptly inform the other party of any known damage to any traffic control device.
16. This Agreement does not relieve the party within the boundaries of which a street lies from any liability due to or arising out of that party's design or construction of a road nor from the maintenance of a street prior to this Agreement.
17. Nothing in this Agreement shall be construed as prohibiting the party with maintenance responsibility from hiring a third party to perform any work associated with this Agreement. In such instances the party with maintenance responsibility shall obtain a written hold harmless agreement from the third party, for the benefit of both parties to this Agreement, covering the work performed by the third party. The hold harmless agreement shall also require the third party to carry adequate insurance to fulfill its obligations to hold harmless the parties and to provide proof of insurance.
18. Each party retains full responsibility for acquisition of right-of-way across land which lies within the boundaries of that party.
19. Each party retains responsibility for approval of new driveways or entrances which lie within the boundaries of that party.
20. The Polk County Public Works Director and the City Administrator of Polk City shall administer performance of this Agreement.

21. Either party may terminate this Agreement by sending written notice of termination, specifying the reasons for termination, at least sixty days prior to the effective date of termination. Notice shall be sent to the governing body of the other party at its principal place of doing business by registered mail.
22. In the event of a breach by the County or the City of this Agreement, said breach shall not be considered to affect any remaining terms or conditions of this Agreement. If any terms or conditions of this Agreement are held to be invalid or illegal, those remaining terms or conditions shall not be construed to be affected.
23. This is the entire Agreement between all parties and it may be amended only upon agreement of all parties and only in writing.
24. The parties shall approve the Agreement by resolution or motion of their respective Board or Council, which shall authorize the execution of the Agreement.

EXECUTION OF AGREEMENT

IN WITNESS THEREOF, the County has caused this Agreement to be executed in three (3) separate counterparts, each of which shall be considered an original, on the ____ day of _____, 20__

Polk County, Iowa
Board of Supervisors

Attest _____
Auditor

Chairperson

EXECUTION OF AGREEMENT

IN WITNESS THEREOF, the City has caused this Agreement to be executed in three (3) separate counterparts, each of which shall be considered an original, on the ____ day of _____, 20__

City of Polk City, Iowa

Attest _____

ATTACHMENT A

The purpose of this agreement is to:

1. Specify which party shall provide routine and major maintenance responsibilities of certain joint jurisdictional roadways;
2. Specify which party shall provide routine and major maintenance responsibilities of roadways that extend into the boundary of one of the parties;
3. Clarify the routine and major maintenance responsibilities of the roads (former Hwy 415) shown on Attachment D that were transferred to the County from the Iowa Department of Transportation and the City as part of the Joint Public Service Agreement, pursuant to Chapter 28E, that was approved on April 16th, 2002, recorded under Book 9116, Page 972 with the Polk County Recorder's Office, and filed with the Iowa Secretary of State on April 25, 2002;
4. Clarify the jurisdictional and legal control of said transferred roadways as shown on Attachment D, and whose road right-of-way was transferred by the City to the County via Quit Claim Deed on October 15, 2002 and recorded under Book 9450, Pages 233-240, at the Polk County Recorder's Office;
5. Sets out a framework for reaching agreement in instances where the parties are attempting to formulate a separate Agreement for major maintenance on a street found within the boundaries of one or both of the parties.

ATTACHMENT B

Duties of the County

The County shall provide routine maintenance without reimbursement on the following sections of paved roads:

ON	FROM	TO	LENGTH	POLK COUNTY	POLK CITY
NW 118 Ave	NW Sheldahl Dr	East to City Limits	1.36	0.31	1.05
NW 44 St	NW 110 Ave	South to City Limits	0.50	0.25	0.25
		TOTALS	1.86	0.56	1.30

The County shall provide routine maintenance without reimbursement on the following sections of gravel roads:

ON	FROM	TO	LENGTH	POLK COUNTY	POLK CITY
NW 110 Ave	NW 55 St	NW 44 St	0.85	0.38	0.47
NW 110 Pl	NW 110 Ave	Dead End	0.24	0.14	0.10
NW 55 St (gravel)	End of Pavement	NW 110 Pl	0.17	0.00	0.17
		TOTALS	1.26	0.52	0.74

Total City miles by County	Paved	1.30
	Gravel	0.74
	Total Miles	2.04

The County will be responsible for performing certain minor and major maintenance on the following "Iowa DOT transfer" roadways that are within the City Limits:

ON	FROM	TO	LENGTH	POLK COUNTY	POLK CITY
W. Broadway	N. 3 rd Street	Big Creek Park Entrance	1.72	1.72	0.00
S. 3 rd Street	W. Broadway	West Bridge Road	0.57	0.57	0.00

The County's minor and major maintenance on these roadways shall include:

- Mowing
- Pavement Patching
- HMA Overlay of Roadways
- Annual roadway pavement marking refurbishment
- Crack Sealing
- Repair of Curb and Gutter
- Maintenance of Cross-road culverts

ATTACHMENT C

Duties of the City

The City shall provide routine maintenance without reimbursement on the following sections of paved roads:

ON	FROM	TO	LENGTH	POLK COUNTY	POLK CITY
NW Sheldahl Dr	North City Limits	NW Hugg Drive	0.17	0.16	0.01
NW Hugg Dr	NW Sheldahl Dr	Park Road	1.23	0.52	0.71
W. Broadway	N. 3 rd Street	Big Creek Park Entrance	1.72	1.72	0.00
S. 3 rd Street	W. Broadway	West Bridge Road	0.57	0.57	0.00
		TOTALS	3.70	3.17	0.53

Total County miles by City: Paved **2.97**

The City will be responsible for performing certain minor and major maintenance on the following "Iowa DOT transfer" roadways that are within the City Limits:

ON	FROM	TO	LENGTH	POLK COUNTY	POLK CITY
W. Broadway	N. 3 rd Street	Big Creek Park Entrance	1.72	1.72	0.00
S. 3 rd Street	W. Broadway	West Bridge Road	0.57	0.57	0.00

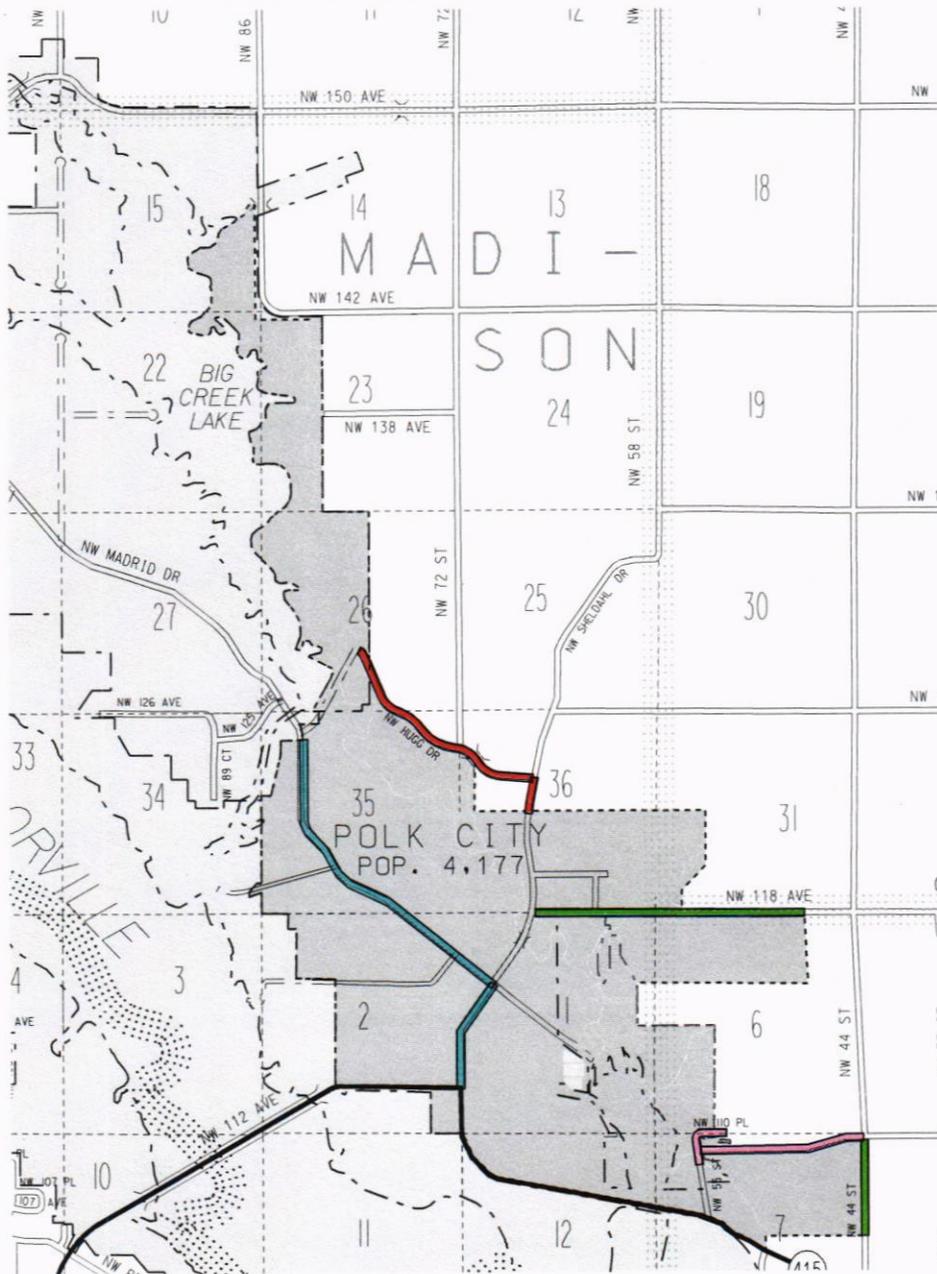
The City's minor and major maintenance on these roadways shall include:

- Storm Sewer Maintenance
- Maintenance of Cross-walks
Including any traffic control devices
- Maintenance and replacement of street signs and posts
- Sanitary Sewer Maintenance
- Pedestrian and Bike Trail Pavement Markings
- Sidewalk Maintenance
- Brush Control
- Repair of Street enhancements including colored concrete
- Maintenance and installation of Street lighting

With consultation from the County, the City shall be responsible and have legal authority to:

- Establish and modify Speed Limits
- Enforce Sidewalk Ordinance
- Issue Right-of-way Use Permits To Utilities and Contractors
- Install street lighting and Traffic Control Devices
- Establish pedestrian cross-walks
- Grant access from adjacent properties
- Prohibit on street parking

ATTACHMENT "D"



-  PAVED BY POLK CO.
-  GRAVEL BY POLK CO.
-  PAVED BY CITY
-  PAVED BY CITY
IOWA DOT TRANSFER ROADS



WHEN RECORDED RETURN TO:

Amy S. Beattie
6701 Westown Parkway, Suite 100
West Des Moines, IA 50266

Preparer Information: Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266 (515) 274-1450

PINE RIDGE ISLAND EASEMENT

This Pine Ridge Island Easement is granted this 10th day of October 2016 by the City of Polk City (the "Grantor") in favor of Pine Ridge Estates Island Management, LLC, whose members are residents of Pine Ridge Estates Plat, an official plat in the City of Polk City, Polk County, Iowa (the "Grantee").

NOW, THEREFORE, in consideration of the premises and for other valuable consideration the receipt of which is hereby acknowledged, the Grantor declares as follows:

1. Island Easement. Grantor does hereby establish, give, grant and convey to the Grantee an easement upon and across the Easement Area, described on Exhibit "A" attached hereto, for the purpose of constructing, maintaining, repairing or replacing an island and for the purpose of planting and maintaining and replacing landscaping within the Easement Area. The island shall be in compliance with all ordinances, rules and regulations including SUDAS then and thereafter in effect issued by the City of Polk City or any other government entity with jurisdiction over the construction and operation of islands.
2. Term. The term of this Easement shall be ten (10) years from the date of this agreement, subject to the terms of section 4 herein. Thereafter, the term may be extended by the mutual agreement of the Grantor and the Grantee for additional periods. At the end of the Easement term, or extension if any, Grantee agrees to remove the island and the City of Polk City shall restore the Easement Area to a condition similar to the roadway in each side of the Easement Area.
3. Maintenance of Easement Area. Grantee shall bear all costs and expense for the construction, maintenance, repair and replacement of the island and landscaping within the Easement Area. Except as otherwise stated herein, the Grantor or Grantee may not make any alterations to the grade, elevation, landscaping or island improvements made in the Easement Area by the Grantee without the consent of both parties. If a party should seek such consent, each party shall be reasonable in working to facilitate the requested alterations.
4. Grantor's remedy upon Grantee's failure to maintain. If the Grantee fails to make or undertake any reasonable and necessary maintenance or repairs or replacement of any portion of the island or landscaping on the Easement Area within thirty days after receipt from the Grantor of a written notice requesting that such reasonable and necessary maintenance, repair

or replacement be made, this Easement shall be terminated. Upon termination of this Easement, the Grantee shall remove the island and the City of Polk City shall restore the Easement Area to a condition similar to the roadway in each side of the Easement Area in accordance with Section 2 above.

5. Grantee's responsibilities. The Grantee shall be responsible for all construction, maintenance, repair and replacement of the island and to plant, maintain and replace landscaping within the Easement Area. The Grantor has the right to review all plantings proposed by the Grantee before installation. The Grantor will not unreasonably withhold approval of plantings; provided, however, the plantings shall comply with all ordinances including SUDAS. The Grantee shall install the island and landscaping in accordance with the timeline attached hereto.
6. Enforcement. The easements and restrictions declared upon in this Easement shall be enforceable by the Grantee and by the Grantor by injunctive action or by any other remedy available at law or in equity, with the prevailing party to be entitled to receive the costs of such action, including reasonable attorney's fees, from the party violating the terms of this Easement.
7. Indemnification. The Grantee shall indemnify, defend, and hold harmless the Grantor from all claims, demands, causes of action, losses, damages, liabilities and expenses, including, without limitation reasonable attorney's fees and court costs, arising from any personal injury or property damage occurring on the Easement Area as a result of either the exercise by the Grantee of its rights under this Easement or failure to carry out its obligations under this Easement with regard to the construction, maintenance, repair and replacement of the island and landscaping within the Easement Area, unless such claims, demands, causes of action, losses, damages, liabilities and expenses arise from the actions of the Grantor.
8. Binding Agreement. The easements and obligations provided for herein shall inure to the benefit of and be binding upon the parties hereto and shall be deemed to be covenants running with the land. By its acceptance of this Easement, Grantee agrees to be bound by its provisions and to perform its obligations as set forth herein.

IN WITNESS WHEREOF, this Pine Ridge Island Easement is executed by the Grantor and the Grantee as of the date and year first above written.

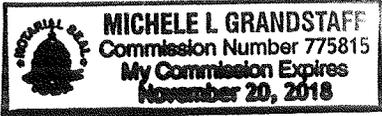
**Pine Ridge Estates Island Management,
LLC**

By: 
Name: Dennis H Goering
Title: member

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this 5th day of October 2016, before me, the undersigned a Notary Public in and for the State of Iowa, personally appeared Rennis H. Goering, to me known to be the person named in and who executed the foregoing instrument; and acknowledged that he executed the instrument as his voluntary act and deed.

Michele L. Grandstaff
Notary Public in and for the State of Iowa



City of Polk City, Iowa

By: _____
Jason Morse, Mayor

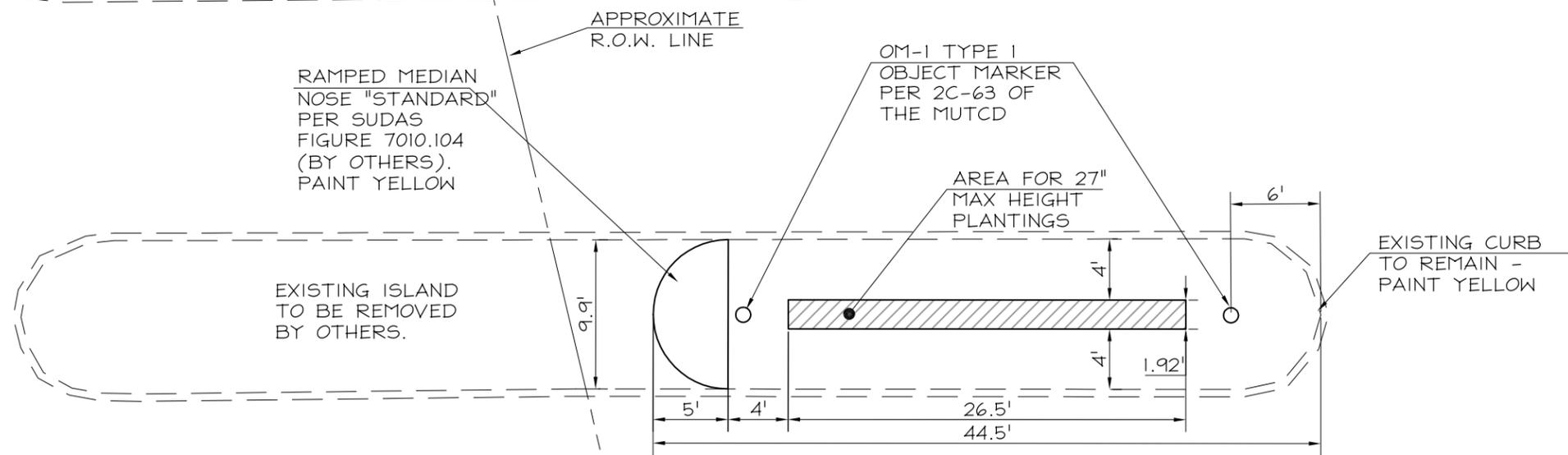
Attest:

STATE OF IOWA)
) ss:
COUNTY OF POLK)

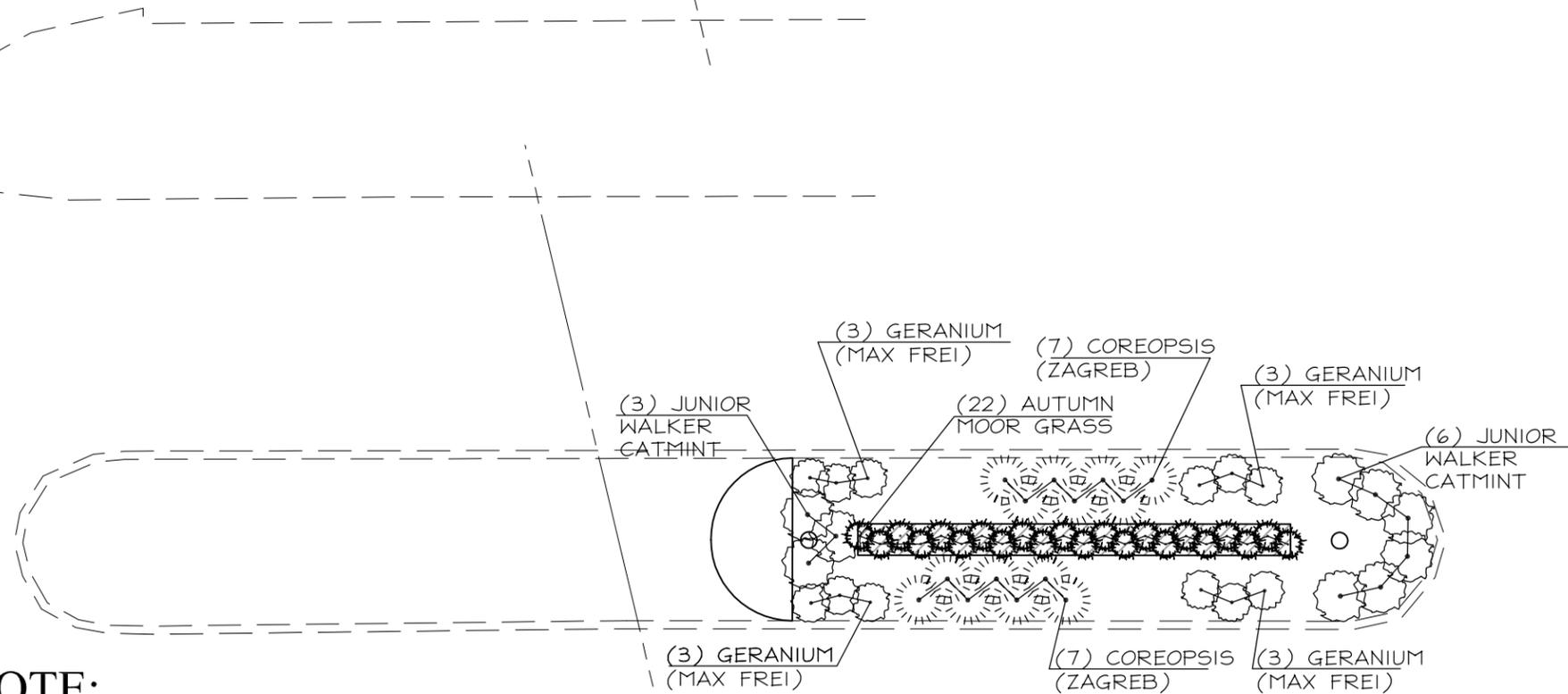
On this _____ day of _____ 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jason Morse, to me known to be the person named in and who executed the foregoing instrument; and acknowledged that he executed the instrument as his voluntary act and deed.

Notary Public in and for the State of Iowa

PINE RIDGE ESTATES ENTRANCE



DIMENSION PLAN



***NOTE:**

ALL PLANTINGS, OTHER THAN IN THE CENTER OF THE ISLAND, SHALL BE 18" TALL MAXIMUM AT MATURITY. THE CENTER PLANTINGS CAN BE 27" TALL MAXIMUM AT MATURITY.

LANDSCAPE PLAN

M:\Land Projects\3\Projects\CC1900\CC1907\dwg\CC1907 BASE.dwg, Layout1, 10/6/2016 8:23:32 AM, boverturf, 1:1



COOPER CRAWFORD

& ASSOCIATES, L.L.C.

CIVIL ENGINEERS

475 S. 50th Street, Suite 800, West Des Moines, IA 50265
Phone: (515) 224-1344 Fax: (515) 224-1345



SCALE: 1"=10'
DATE: 10-6-2016

JOB NUMBER
CC
1907



PO Box 7535
 Urbandale, Iowa 50323

CONTACT:

Dennis Goering
 520 Whispering Pine Avenue
 Polk City, Iowa 50226

CONTACT INFORMATION:

CELL: 240-5752
 HOME:
 EMAIL: dennis@dhgcommunications.com

PROJECT:

STREET ENTRANCE
 PINE RIDGE DR. & HWY 415 -
 ISLAND - REVISED

DATE:

September 29, 2016

DESIGNER: Kevin Gade, Iowa Certified Nursery Professional

ITEM	QTY	SIZE	PR. EA.	MATERIAL TOTAL
Plants				
GRASS, AUTUMN MOOR (SESLERIA)	22	#1	\$11.25	\$247.50
GERANIUM, MAX FREI	12	#1	\$12.50	\$150.00
COREOPSIS, ZAGREB	14	#1	\$10.00	\$140.00
CATMINT, JUNIOR WALKER	9	#1	\$10.00	\$90.00

Plants Subtotal \$627.50
 Labor to Install \$313.75

Hardgoods (mulch, edging, etc...)				
DEWITT WEED BARRIER 4' ROLL	360	Sq Ft	\$0.30	\$108.00
HARDWOOD MULCH (100sf @ 2-3")	3	CU.YD.	\$33.00	\$99.00
RIVER ROCK MULCH 2" (50SF @2-3")	2	Material/Unit	\$50.00	\$100.00
BLACK FILL DIRT (50sf @2-3")	7	Material/Unit	\$33.15	\$232.05
MISC. LABOR (PREP, HAND GRADING, ETC.)	10	Labor/Hour		

Hardgoods Subtotal \$539.05
 Labor to Install \$1,263.35

Structural Items (drainage, patios, retaining walls, walkways, etc...) Labor Non Taxable

Nontaxable Hardgoods Subtotal

Labor to Install

Project Notes:

Terms and Conditions:

- * The property owner / general contractor is responsible for locating property lines.
- * If building or construction permits are required, it is the customer's responsibility to obtain and pay for all such permits.
- * The property owner / general contractor is responsible for locating private utilities not marked by Iowa One Call Locators.
- * Private utilities can consist of and are not limited to: underground irrigation lines, underground pet containment wires, electrical lines to private lamp posts, landscape lights, garage doors and outlying structures, underground propane tanks and lines, satellite dish cables, swimming pool plumbing and electrical lines, septic lines and laterals and any other such private utility.
- * Unless specified no sod or seed replacement or repair is included in this bid. Charges for repair of disturbed areas shall be billed on a time and material basis and be approved by the owner / contractor prior to completion of job.
- * Rates to move existing irrigation sprinkler heads or lines will be charged at time and material basis unless price is specified in the bid.
- * The employees or agents of Shades of Green have no knowledge as to the strength of the Owner's driveway or walks or the conditions under them. Therefore, the undersigned does hereby release and discharge Shades of Green LLC and its employees and agents from claims for damages resulting from or entry and service on the property during typical landscape operations.

Terms of Payment: Unless noted above, **one half of balance shall be due upon acceptance of this proposal.** Remaining balance due when work is completed, including approved changes. Initials _____

Please Note:

Account must be paid to terms of payment to quality for one year plant warranty. 1.5% per month will be charged on accounts thirty days past due. If the undersigned fails to make timely payment for all sums due hereunder, or in any other way violates the terms of this proposal, then the undersigned agrees to pay any and all expenses, including reasonable attorney's fees incurred by Shades of Green as a result thereof. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any changes to the above specifications resulting in changes over and above the estimate shall be agreed upon prior to execution. All agreements contingent upon strikes, delays, or accidents beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by workman's compensation.

MATERIAL	1,166.55
LABOR	1,577.10
SUBTOTAL	\$2,743.65
TAX	\$164.62
TOTAL	\$2,908.27

Authorized Signature:

DESIGNER: Kevin Gade, Iowa Certified Nursery Professional

Please Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal

The undersigned does hereby accept the above prices, conditions, and terms and authorizes Shades of Green to do the work as specified. Payment shall be made as noted above. Please sign and return copy with downpayment.

Signature:

(Owner or Owner's Representative)

Date:

Pine Ridge Island Time Line

October 2016

Within 14 days of IDOT pouring the nose of remaining island:

1. Rake ground and clear of weeds
2. Install weed barrier
3. Install mulch for the winter period to enhance appearance
4. Install safety marker

April 1, 2016

1. Remove any debris accumulated over the winter
2. Begin planting of approved plant materials

April 15, 2016

1. Complete installation of plants and bushes
2. Install additional mulch as needed

April 30, 2016

1. Project completed

BUDGET CHECKING 10407749
 Printed by: Tina M Fountain

LUANA SAVINGS BANK

10/5/2016 9:29:52 AM
 Reporting Institution: 49

Demand Deposit 10407749 - PINE RIDGE ESTATE ISLAND

	Relationship	Date of Birth	Phone Number	Tax Identification
+ PINE RIDGE ESTATE ISLAND	Owner		*****	EIN **-*****
+ MANAGEMENT LLC	Owner		*****	
520 WHISPERING PINE AVE POLK CITY IA 50226				

Additional Relationships
 Tax Name: PINE RIDGE ESTATE ISLAND
 See Mailing Information

Mailing Label

PINE RIDGE ESTATE ISLAND
 MANAGEMENT LLC
 520 WHISPERING PINE AVE
 POLK CITY IA 50226

Presentments

No Presentments for Account

Current & Previous Cycle

Description	Debits	Credits	Date	Balance
Balance Forward:			Sep 09, 2016	\$0.00
Deposit		\$50.00	Sep 09, 2016	\$50.00
Deposit		\$100.00	Sep 12, 2016	\$150.00
Deposit		\$700.00	Oct 03, 2016	\$850.00
Deposit		\$2,500.00	Oct 04, 2016	\$3,350.00
Balance This Statement:			Oct 04, 2016	\$3,350.00

OPERATING AGREEMENT
of
Pine Ridge Estates Island Management, LLC

This Operating Agreement (the "Agreement") made and entered into this 8th day of September, 2016 (the "Execution Date"),

AMONGST:

Dennis H Goering of 520 Whispering Pines, Polk City, Iowa 50226,
Renee Rockow of 400 Whispering Pines, Polk City, Iowa 50226,
Dan Rockow of 400 Whispering Pines, Polk City, Iowa 50226, and
Julie Goering of 520 Whispering Pines, Polk City, Iowa 50226

(individually the "Member" and collectively the "Members").

BACKGROUND:

- A. The Members wish to associate themselves as members of a limited liability company.
- B. The terms and conditions of this Agreement will govern the Members within the limited liability company.

IN CONSIDERATION OF and as a condition of the Members entering into this Agreement and other valuable consideration, the receipt and sufficiency of which is acknowledged, the Members agree as follows:

Formation

1. By this Agreement, the Members form a Limited Liability Company (the "Company") in accordance with the laws of the State of Iowa. The rights and obligations of the Members will be as stated in the Iowa Limited Liability Company Act (the "Act") except as otherwise provided in this agreement.

Name

2. The name of the Company will be Pine Ridge Estates Island Management, LLC.

Purpose

3. Manage and Maintain the island and entrance to Pine Ridge Estates in Polk City, Iowa.

Term

4. The Company will continue until terminated as provided in this Agreement or may dissolve under conditions provided in the Act.

Place of Business

5. The Principal Office of the Company will be located at 520 Whispering Pines, Polk City, Iowa 50266 or such other place as the Members may from time to time designate.

Capital Contributions

6. The following is a list of all Members and their Initial Contributions to the Company. Each of the Members agree to make their Initial Contributions to the Company in full, according to the following terms:

Member	Contribution Description	Value of Contribution
Dennis H Goering	Management, Research, printing	\$50.00
Renee Rockow	Research, Photos	\$0.00
Dan Rockow	Research and Photos	\$0.00
Julie Goering	Research	\$0.00

Allocation of Profits/Losses

7. Subject to the other provisions of this Agreement, the Net Profits or Losses, for both accounting and tax purposes, will accrue to and be borne by the Members in equal proportions.
8. Each Member will receive an equal share of any Distribution.
9. No Member will have priority over any other Member for the distribution of Net Profits or Losses.

Nature of Interest

10. A Member's Interest in the Company will be considered personal property.

Withdrawal of Contribution

11. No Member will withdraw any portion of their Capital Contribution without the unanimous consent of the other Members.

Liability for Contribution

12. A Member's obligation to make their required Capital Contribution can only be compromised or released with the consent of all remaining Members or as otherwise provided in this Agreement. If a Member does not make the Capital Contribution when it is due, he is obligated at the option of any remaining Members to contribute cash equal to the agreed value of the Capital Contribution. This option is in addition to and not in lieu of any others rights, including the right to specific performance that the Company may have against the Member.

Additional Contributions

13. Capital Contributions may be amended from time to time, according to the business needs of the Company. However if additional capital is determined to be required and an individual Member is unwilling or unable to meet the additional contribution requirement within a reasonable period, the remaining Members may contribute in proportion to their existing Capital Contributions to resolve the amount in default. In such case, the allocation of Net Profits or Losses and the distribution of assets on dissociation or dissolution will be adjusted accordingly.
14. Any advance of money to the Company by any Member in excess of the amounts provided for in this Agreement or subsequently agreed to, will be deemed a debt due from the Company rather than an increase in the Capital Contribution of the Member. This liability will be repaid with interest at such rates and times to be determined by a majority of the Members. This liability will

not entitle the lending Member to any increased share of the Company's profits nor to a greater voting power. Repayment of such debts will have priority over any other payments to Members.

Capital Accounts

15. An individual capital account (the "Capital Account") will be maintained for each Member and their Initial Contributions will be credited to this account. Any Additional Contributions made by any Member will be credited to that Member's individual Capital Account.

Interest on Capital

16. No borrowing charge or loan interest will be due or payable to any Member on their agreed Capital Contribution inclusive of any agreed Additional Contributions.

Management

17. Management of this Company is vested in the Members.

Authority to Bind Company

18. Only the following individuals have authority to bind the Company in contract: Any Member who has a majority of votes from other members in attendance at member meeting.

Duty of Loyalty

19. Any Member may invest in or engage in any business of any type, including without limitation, a business that is similar to the business of the Company whether or not in direct competition with the Company and whether or not within the established or contemplated market regions of the Company. Neither the Company nor any Member will have any right to that opportunity or any income derived from that opportunity.

Duty to Devote Time

20. Each Member will devote such time and attention to the business of the Company as the majority of the Members will from time to time reasonably determine for the conduct of the Company's business.

Member Meetings

21. A meeting may be called by any Member providing that reasonable notice has been given to the other Members.

LLC Operating Agreement

Page 5 of 15

22. Regular meetings of the Members will be held only as required.

Voting

23. Each Member will have a single equal vote on any matter.

Admission of New Members

24. A new Member may only be admitted to the Company with a majority vote of the existing Members.
25. The new Member agrees to be bound by all the covenants, terms, and conditions of this Agreement, inclusive of all current and future amendments. Further, a new Member will execute such documents as are needed to effect the admission of the new Member. Any new Member will receive such business interest in the Company as determined by a unanimous decision of the other Members.

Voluntary Withdrawal of a Member

26. Any Member will have the right to voluntarily withdraw from the Company.
27. The voluntary withdrawal of a Member will have no effect upon the continuance of the Company.
28. It remains incumbent on the withdrawing Member to exercise this dissociation in good faith and to minimize any present or future harm done to the remaining Members as a result of the withdrawal.

Involuntary Withdrawal of a Member

29. Events leading to the involuntary withdrawal of a Member from the Company will include but not be limited to: death of a Member; Member mental incapacity; Member disability preventing reasonable participation in the Company; Member incompetence; breach of fiduciary duties by a Member; criminal conviction of a Member; Operation of Law against a Member or a legal judgment against a Member that can reasonably be expected to bring the business or societal reputation of the Company into disrepute. Expulsion of a Member can also occur on application by the Company or another Member, where it has been judicially determined that the Member: has engaged in wrongful conduct that adversely and materially affected the Company's business; has willfully or persistently committed a material breach of this Agreement or of a duty owed to the Company or to the other Members; or has engaged in conduct relating to the Company's

business that makes it not reasonably practicable to carry on the business with the Member.

30. The involuntary withdrawal of a Member will have no effect upon the continuance of the Company.

Dissociation of a Member

31. In the event of either a voluntary or involuntary withdrawal of a Member, if the remaining Members elect to purchase the interest of the withdrawing Member, the remaining Members will serve written notice of such election, including the purchase price and method and schedule of payment for the withdrawing Member's Interests, upon the withdrawing Member, their executor, administrator, trustee, committee or analogous fiduciary within a reasonable period after acquiring knowledge of the change in circumstance to the affected Member. The purchase amount of any buyout of a Member's Interests will be determined as set out in the Valuation of Interest section of this Agreement.
32. Valuation and distribution will be determined as described in the Valuation of Interest section of this Agreement.
33. The remaining Members retain the right to seek damages from a dissociated Member where the dissociation resulted from a malicious or criminal act by the dissociated Member or where the dissociated Member had breached their fiduciary duty to the Company or was in breach of this Agreement or had acted in a way that could reasonably be foreseen to bring harm or damage to the Company or to the reputation of the Company.
34. A dissociated Member will only have liability for Company obligations that were incurred during their time as a Member. On dissociation of a Member, the Company will prepare, file, serve, and publish all notices required by law to protect the dissociated Member from liability for future Company obligations.
35. Where the remaining Members have purchased the interest of a dissociated Member, the purchase amount will be paid in full, but without interest, within 90 days of the date of withdrawal. The Company will retain exclusive rights to use of the trade name and firm name and all related brand and model names of the Company.

Right of First Purchase

36. In the event that a Member's Interest in the Company is or will be sold, due to any reason, the remaining Members will have a right of first purchase of that Member's Interest. The value of that interest in the Company will be the lower of the value set out in the Valuation of Interest section of this Agreement and any third party offer that the Member wishes to accept.

Assignment of Interest

37. A Member's financial interest in the Company can only be assigned to another Member and cannot be assigned to a third party except with the unanimous consent of the remaining Members.
38. In the event that a Member's interest in the company is transferred or assigned as the result of a court order or Operation of Law, the trustee in bankruptcy or other person acquiring that Member's Interests in the Company will only acquire that Member's economic rights and interests and will not acquire any other rights of that Member or be admitted as a Member of the Company or have the right to exercise any management or voting interests.

Valuation of Interest

39. In the event of a dissociation or the dissolution of the Company, each Member will have an equal financial interest in the Company.
40. In the absence of a written agreement setting a value, the value of the Company will be based on the fair market value appraisal of all Company assets (less liabilities) determined in accordance with generally accepted accounting principles (GAAP). This appraisal will be conducted by an independent accounting firm agreed to by all Members. An appraiser will be appointed within a reasonable period of the date of withdrawal or dissolution. The results of the appraisal will be binding on all Members. The intent of this section is to ensure the survival of the Company despite the withdrawal of any individual Member.
41. No allowance will be made for goodwill, trade name, patents or other intangible assets, except where those assets have been reflected on the Company books immediately prior to valuation.

Dissolution

42. The Company may be dissolved by a unanimous vote of the Members. The Company will also be dissolved on the occurrence of events specified in the Act.

43. Upon Dissolution of the Company and liquidation of Company property, and after payment of all selling costs and expenses, the liquidator will distribute the Company assets to the following groups according to the following order of priority:
- a. in satisfaction of liabilities to creditors except Company obligations to current Members;
 - b. in satisfaction of Company debt obligations to current Members; and then
 - c. to the Members based on Member financial interest, as set out in the Valuation of Interest section of this Agreement.

Records

44. The Company will at all times maintain accurate records of the following:
- a. Information regarding the status of the business and the financial condition of the Company.
 - b. A copy of the Company federal, state, and local income taxes for each year, promptly after becoming available.
 - c. Name and last known business, residential, or mailing address of each Member, as well as the date that person became a Member.
 - d. A copy of this Agreement and any articles or certificate of formation, as well as all amendments, together with any executed copies of any written powers of attorney pursuant to which this Agreement, articles or certificate, and any amendments have been executed.
 - e. The cash, property, and services contributed to the Company by each Member, along with a description and value, and any contributions that have been agreed to be made in the future.
45. Each Member has the right to demand, within a reasonable period of time, a copy of any of the above documents for any purpose reasonably related to their interest as a Member of the Company, at their expense.

Books of Account

46. Accurate and complete books of account of the transactions of the Company will be kept in accordance with generally accepted accounting principles (GAAP) and at all reasonable times will be available and open to inspection and examination by any Member. The books and records of the Company will reflect all the Company's transactions and will be appropriate and adequate for the business conducted by the Company.

Banking and Company Funds

47. The funds of the Company will be placed in such investments and banking accounts as will be designated by the Members. All withdrawals from these accounts will be made by the duly authorized agent or agents of the Company as appointed by unanimous consent of the Members. Company funds will be held in the name of the Company and will not be commingled with those of any other person or entity.

Audit

48. Any of the Members will have the right to request an audit of the Company books. The cost of the audit will be borne by the Company. The audit will be performed by an accounting firm acceptable to all the Members. Not more than one (1) audit will be required by any or all of the Members for any fiscal year.

Tax Treatment

49. This Company is intended to be treated as a partnership, for the purposes of Federal and State Income Tax.

Tax Matters Partner

50. The tax matters partner will be Dennis H Goering (the "Tax Matters Partner"). The Tax Matters Partner will prepare, or cause to be prepared, all tax returns and reports for the Company and make any related elections that the Members may deem advisable.
51. A Tax Matters Partner can voluntarily withdraw from the position of Tax Matters Partner or can be appointed or replaced by a majority of the Voting Members. In the event of a withdrawal of the Tax Matters Partner from the Company, the remaining Members will appoint a successor as soon as practicable.

Annual Report

52. As soon as practicable after the close of each fiscal year, the Company will furnish to each Member an annual report showing a full and complete account of the condition of the Company including all information as will be necessary for the preparation of each Member's income or other tax returns. This report will consist of at least:
- a. A copy of the Company's federal income tax returns for that fiscal year.
 - b. Income statement.
 - c. Balance sheet.
 - d. Cash flow statement.
 - e. A breakdown of the profit and loss attributable to each Member.

Goodwill

53. The goodwill of the Company will be assessed at an amount to be determined by appraisal using generally accepted accounting principles (GAAP).

Governing Law

54. The Members submit to the jurisdiction of the courts of the State of Iowa for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

Force Majeure

55. A Member will be free of liability to the Company where the Member is prevented from executing their obligations under this Agreement in whole or in part due to force majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Member has communicated the circumstance of the event to any and all other Members and where the Member has taken any and all appropriate action to satisfy his duties and obligations to the Company and to mitigate the effects of the event.

Forbidden Acts

56. No Member may do any act in contravention of this Agreement.

57. No Member may permit, intentionally or unintentionally, the assignment of express, implied or apparent authority to a third party that is not a Member of the Company.
58. No Member may do any act that would make it impossible to carry on the ordinary business of the Company.
59. No Member will have the right or authority to bind or obligate the Company to any extent with regard to any matter outside the intended purpose of the Company.
60. No Member may confess a judgment against the Company.
61. Any violation of the above forbidden acts will be deemed an Involuntary Withdrawal and may be treated accordingly by the remaining Members.

Indemnification

62. All Members will be indemnified and held harmless by the Company from and against any and all claims of any nature, whatsoever, arising out of a Member's participation in Company affairs. A Member will not be entitled to indemnification under this section for liability arising out of gross negligence or willful misconduct of the Member or the breach by the Member of any provisions of this Agreement.

Liability

63. A Member or any employee will not be liable to the Company or to any other Member for any mistake or error in judgment or for any act or omission believed in good faith to be within the scope of authority conferred or implied by this Agreement or the Company. The Member or employee will be liable only for any and all acts and omissions involving intentional wrongdoing.

Liability Insurance

64. The Company may acquire insurance on behalf of any Member, employee, agent or other person engaged in the business interest of the Company against any liability asserted against them or incurred by them while acting in good faith on behalf of the Company.

Life Insurance

65. The Company will have the right to acquire life insurance on the lives of any or all of the Members, whenever it is deemed necessary by the Company. Each Member will cooperate fully with the Company in obtaining any such policies of life insurance.

Actions Requiring Unanimous Consent

66. The following actions will require the unanimous consent of all Members:
- a. Incurring Company liabilities over \$200.00.
 - b. Incurring a single transaction expense over \$200.00.
 - c. Endangering the ownership or possession of Company property including selling, transferring or loaning any Company property or using any Company property as collateral for a loan.

Amendment of this Agreement

67. No amendment or modification of this Agreement will be valid or effective unless in writing and signed by all Members.

Title to Company Property

68. Title to all Company property will remain in the name of the Company. No Member or group of Members will have any ownership interest in Company property in whole or in part.

Miscellaneous

69. Time is of the essence in this Agreement.
70. This Agreement may be executed in counterparts.
71. Headings are inserted for the convenience of the Members only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in a neutral gender include the masculine gender and the feminine gender and vice versa.
72. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the Members' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

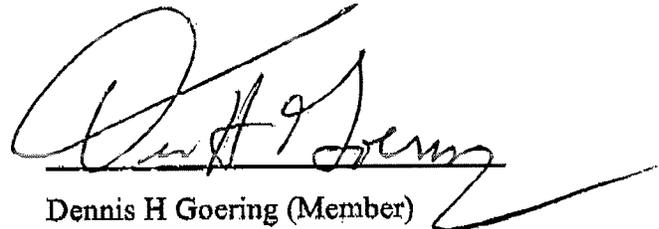
73. This Agreement contains the entire agreement between the Members. All negotiations and understandings have been included in this Agreement. Statements or representations that may have been made by any Member during the negotiation stages of this Agreement, may in some way be inconsistent with this final written Agreement. All such statements have no force or effect in respect to this Agreement. Only the written terms of this Agreement will bind the Members.
74. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon each Member's successors, assigns, executors, administrators, beneficiaries, and representatives.
75. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the Members at the addresses contained in this Agreement or as the Members may later designate in writing.
76. All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

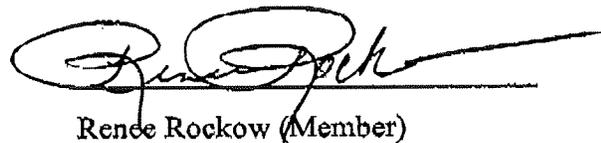
Definitions

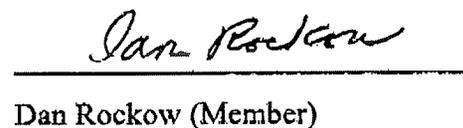
77. For the purpose of this Agreement, the following terms are defined as follows:
- a. "Additional Contribution" means Capital Contributions, other than Initial Contributions, made by Members to the Company.
 - b. "Capital Contribution" means the total amount of cash, property, or services contributed to the Company by any one Member.
 - c. "Distributions" means a payment of Company profits to the Members.
 - d. "Initial Contribution" means the initial Capital Contributions made by any Member to acquire an interest in the Company.
 - e. "Member's Interests" means the Member's collective rights, including but not limited to, the Member's right to share in profits, Member's right to a share of Company assets on dissolution of the Company, Member's voting rights, and Member's rights to participate in the management of the Company.

- f. "Net Profits or Losses" means the net profits or losses of the Company as determined by generally accepted accounting principles (GAAP).
- g. "Operation of Law" means rights or duties that are cast upon a party by the law, without any act or agreement on the part of the individual, including, but not limited to, an assignment for the benefit of creditors, a divorce, or a bankruptcy.
- h. "Principal Office" means the office whether inside or outside the State of Iowa where the executive or management of the Company maintain their primary office.
- i. "Voting Members" means the Members who belong to a membership class that has voting power. Where there is only one class of Members, then those Members constitute the Voting Members.

IN WITNESS WHEREOF the Members have duly affixed their signatures under hand and seal on this 8th day of September, 2016.


Dennis H Goering (Member)


Renee Rockow (Member)


Dan Rockow (Member)



Julie Goering (Member)

CERTIFICATE OF ORGANIZATION
OF

Pine Ridge Estates Island
Management, LLC

The undersigned Organizer of a limited liability company organized under the Iowa Limited Liability Company Act, Chapter 489, Code of Iowa, does hereby adopt the following for such limited liability company.

ARTICLE 1

NAME OF THE LIMITED LIABILITY COMPANY

The name of the limited liability company shall be Pine Ridge Estates Island Management, LLC

ARTICLE 11

REGISTERED OFFICE AND REGISTERED AGENT

The address of the initial registered office of the limited liability company is 520 Whispering Pines, Polk City, Iowa 50226. The initial registered agent at such address is Dennis H Goering.

ARTICLE 111

PRINCIPAL OFFICE

The address of the principal office of the limited liability company is 520 Whispering Pines, Polk City Iowa 50226

ARTICLE IV

PERIOD OF DURATION

The limited liability company's existence shall commence upon the acceptance of this Certificate of Organization by the Secretary of State of Iowa for filing and shall continue for a period of fifty, (50) years, unless sooner dissolved pursuant to the terms of its operating agreement, or as otherwise provided by law.

ARTICLE V
WRITTEN OPERATING AGREEMENT

Any operating agreement executed by the members of the limited liability company, and any amendments or restatements therefor shall be in writing. The limited liability company shall be a multiple member limited liability company.

ARTICLE VI
MANAGERS

The business and affairs of the limited liability company shall be governed by a manager. The actions of a member or any other person acting in any capacity other than as a manager of the limited liability company shall not bind the limited liability company.

ARTICLE 1.711
LIMITATION OF LIABILITY MANAGER

A manager of the limited liability company shall not be liable to the limited liability company or its members for monetary damages for breach of fiduciary duty as a manager; provided, however, that this limitation of liability does not apply to any of the following:

1. Breach of the manager's duty of loyalty to the limited liability company or its members.
2. Acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law.
3. Transaction from which the manager derives an improper personal benefit or a wrongful distribution in violation of Iowa Code Section 489.405

IN WITNESS WHEREOF, the aforesaid organizer has caused the execution of the foregoing Certificate of Organization on this day 2nd day of September 2016.



Dennis H Goering, Organizer of
Pine Ridge Estates Island Management, LLC

RESOLUTION NO. 2016-93

A RESOLUTION APPROVING THE PINE RIDGE ISLAND EASEMENT AGREEMENT BETWEEN THE CITY OF POLK CITY, IOWA AND PINE RIDGE ESTATES ISLAND MANAGEMENT LLC.

WHEREAS, Pine Ridge Estates Island Management LLC has submitted an Easement agreement for the island at the entrance of Pine Ridge Dr. from HWY 415; and

WHEREAS, a copy of the limited liability company documentation, together with evidence that the LLC Account has funds sufficient for installation of the island and landscaping has been submitted; and

WHEREAS, the island design and engineering dimensions and plant material has been submitted to demonstrate the SUDAS standards have been sufficiently met; and

WHEREAS, a timetable for the installation of the island and the landscaping has been included with the Easement agreement; and

WHEREAS, the City Engineers and City Attorney have reviewed the legal documents and recommend approval.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa hereby approves the Island Easement Agreement with Pine Ridge Estates Island Management LLC and authorizes the Mayor to sign the Agreement on behalf of the City.

PASSED AND APPROVED the 10th day October 2016.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk

RESOLUTION NO. 2016-94

A RESOLUTION APPROVING THE REMOVAL OF THE PINE RIDGE ISLAND

WHEREAS, the City Council of Polk City finds there is benefit to the citizens of Polk City with the removal of the Pine Ridge Estates Island; and

WHEREAS, the City Council of Polk City believes it to be in the best interest of the City to remove the remaining island, pave and prepare the area for turn lanes at the intersection of Pine Ridge Dr. and Highway 415.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Polk City, Iowa hereby approves the removal of the island at the entrance of Pine Ridge Drive and Highway 415 and the installation of turn lanes at the intersection.

BE IT FURTHER RESOLVED, that the City staff is directed to remove the remaining island, pave and prepare the island for turn lanes.

PASSED AND APPROVED the 10th day October 2016.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk