

Agenda

Notice of Meeting

Polk City | City Council

\*\*\*\*\*

November 14, 2016 | 6:30 pm

City Hall | Council Chambers

Broadcast live at [www.polkcityia.gov/page/LiveStream](http://www.polkcityia.gov/page/LiveStream)

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Tentative Meeting Agenda

Jason Morse | Mayor

Ron Anderson | Pro Tem

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

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

Action Items

1. Consider motion to approve the City Council Meeting Minutes for October 24, 2016
2. Consider motion to approve the November 14, 2016 Claims
3. Consider motion to approve Resolution 2016-105 approving Snyder & Associates, Inc. engineering invoice for September 2016 Services in the amount of \$35,287.99
4. Consider motion to approve May 6 as the 2017 City Wide Clean-Up Day
5. Consider motion to approve the Annual Financial Report for FY 15/16
6. Consider motion to receive and file the October 2016 Water Report
7. Consider motion to receive and file the October 3, 2016 Library Board Meeting Minutes
8. Consider motion to receive and file the October 2016 Library Stats Report
9. Consider motion to receive and file the October 2016 Police Report
10. Consider motion to accept POC Firefighter/Paramedic, Doug Tripple's resignation effective October 22, 2016
11. Consider motion to approve Mike Bernard new position with PCFD as Senior Firefighter/Medic and his new hourly rate of \$18.83/POC rate of \$15.50
12. Consider motion to approve promotion of Paramedic/Firefighter Rich Davis to Lieutenant with an hourly rate of \$19.38/POC rate of \$16.50 and monthly officer pay of \$75
13. Consider motion to approve promotion of Lieutenant David Bush to Captain with monthly officer pay of \$125 and no change to hourly or POC rate
14. Consider motion to approve firefighter Crag Sosby rate increase for successfully completing EMT Training with a new hourly rate of % 13.46/POC rate of \$13.00 and eligibility for IPERS
15. Consider motion to approve hiring the following part-time personnel for the Fire Department
  - Taylor Brainard, Paramedic/Firefighter – hourly \$17.17, POC \$15.00
  - Jobe Shannong, Paramedic/Firefighter – hourly \$17.17, POC \$15.00
  - Joel Sowieja, Paramedic/Firefighter – hourly \$18.28, POC \$15.00
  - Dottie Schmitz, EMT – hourly \$13.46, POC \$13.00

6. New Business

Action Items

1. Lakewoods Plat 1

- a. Public Hearing on a proposed amendment to the Polk City Comprehensive Plan; Future Land Use map
    - b. Consider motion to approve Resolution 2016-104 amending the Polk City Comprehensive Plan; Future Land Use Map
    - c. Public Hearing on a rezoning request of 7.62 acres for Lakewoods Plat 1 from R1A and PUD to PUD
    - d. Consider motion to approve the first reading of Ordinance 2016-2700 approving rezoning 7.62 acres for Lakewoods Plat 1 to PUD
  2. Twelve Oaks Plat 4
    - a. Consider motion to approve Resolution 2016-107 approving an Agreement to Complete
    - b. Consider motion to approve Resolution 2016-108 approving Twelve Oaks Final Plat 4
  3. Consider motion to approve Resolution 2016-109 accepting Edgewater Drive Improvements on the Public Water Main and Sewer Line
  4. Consider motion to approve Resolution 2016-110 accepting Lakeside Fellowship Church Improvements on the Public Water Main
  5. Consider motion to approve Resolution 2016-106 approving Brick Gentry Law Firm attorney invoice for September 2016 Services in the amount of \$4,145.00
  6. Consider motion to approve canceling the December 26, 2016 Council Meeting
  7. Consider motion to approve replacing the hand rail in front of the Historical Museum entrance in an amount not to exceed \$8,350.00
  8. Consider motion to approve the third reading of Ordinance 2016-2600 approving rezoning of 0.533 acres within RTM Plat 1 from U-1 to M-1
7. Mayor's Report
8. Council Report
1. David Dvorak
  2. Rob Mordini
  3. Robert Sarchet
  4. Ron Anderson
  5. Dan Lane
9. Council Discussion | DART Membership
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 November 28, 2016

**MEETING MINUTES**  
**The City of Polk City**  
**City Council Meeting**  
**6:30 p.m., Monday, October 24, 2016**  
**City Hall**

Polk City, City Council held a meeting at 6:30 p.m., on October 24, 2016. The Agenda was posted at the City Hall office as required by law. **These tentative minutes reflect all action taken at the meeting.**

<p><b><u>Mayor and City Council Members Present:</u></b>          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><b><u>Citizen Liaison Absent:</u></b>          Ken Thornton   Citizen Liaison</p>	<p><b><u>Staff Members Present:</u></b>          Gary Mahannah   City Administrator          Lindsey Williams   Assistant City Administrator/Finance Director          Jenny Gibbons   City Clerk          Amy Beattie   City Attorney          Kathleen Connor   City Engineer          Mike Schulte   Public Works Director          Trace Kendig   Police Chief          Jake Schreier   Technology Director</p> <p><b><u>Staff Members Absent:</u></b>          Dan Gubbins   Fire Chief          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 Sarchet and seconded by Anderson to approve the meeting agenda

**MOTION CARRIED UNANIMOUSLY**

4. **Public Comments** / None

5. **Consent Agenda Items**

**MOTION:** A motion was made by Anderson and seconded by Lane to approve the consent agenda items.

1. Consider motion to approve the City Council Meeting Minutes for October 10, 2016
2. Consider motion to receive and file the P&Z Commission Minutes for October 17, 2016
3. Consider motion to approve the October 24, 2016 Claims
4. Consider motion to approve the September 2016 Finance Report
5. Consider motion to receive and file the September 2016 Police Report

**MOTION CARRIED UNANIMOUSLY**

6. **New Business**

1. **MOTION:** Council Member Anderson then introduced Resolution 2016-98 entitled “RESOLUTION SETTING DATES OF A CONSULTATION AND A PUBLIC HEARING on November 28, 2016 ON A PROPOSED AMENDMENT NO. 3 TO THE POLK CITY AREA II URBAN RENEWAL PLAN IN THE CITY OF POLK CITY, STATE OF IOWA”, and moved that the same be adopted. Council Member Sarchet seconded the motion to adopt. The roll was called and the vote was,

**AYES: Sarchet, Anderson, Lane, Dvorak, Mordini**

**NAYS:**

**MOTION CARRIED UNANIMOUSLY** whereupon, the Mayor declared the Resolution duly adopted

2. **MOTION:** Council Member Sarchet then introduced Resolution 2016-99 entitled “RESOLUTION DETERMINING THE NECESSITY AND SETTING DATES OF A CONSULTATION AND A PUBLIC HEARING on November 28, 2016 ON A PROPOSED DEER HAVEN URBAN RENEWAL PLAN FOR A PROPOSED URBAN RENEWAL AREA IN THE CITY OF POLK CITY, STATE OF IOWA”, and moved that the same be adopted. Council Member Anderson seconded the motion to adopt. The roll was called and the vote was,

**AYES: Anderson, Lane, Dvorak, Mordini, Sarchet**

**NAYS:**

**MOTION CARRIED UNANIMOUSLY** whereupon, the Mayor declared the Resolution duly adopted

3. **MOTION:** A motion was made by Dvorak and seconded by Anderson to approve Resolution 2016-100 setting a Public Hearing on November 14, 2016 for amending the Polk City Comprehensive Plan  
**MOTION CARRIED UNANIMOUSLY**
4. **MOTION:** A motion was made by Mordini and seconded by Dvorak to approve Resolution 2016-101 setting a Public Hearing November 14, 2016 on a petition request rezoning 7.62 acres for Lakewoods Plat 1  
**MOTION CARRIED UNANIMOUSLY**
5. **MOTION:** A motion was made by Sarchet and seconded by Anderson to approve Resolution 2016-102 approving the proposal from Polk County Heating & Cooling, Inc., for the Sports Complex Parking Lot improvements in the amount of \$25,900, with the total project not to exceed \$33,000  
**MOTION CARRIED UNANIMOUSLY**
6. **MOTION:** A motion was made by Mordini and seconded by Lane to approve Resolution 2016-103 approving the amended Site Plan for Lakeside Fellowship  
**MOTION CARRIED UNANIMOUSLY**
7. John Calhoun and Bob Miller with the Polk City Development Corporation (PCDC) presented a transition plan to unite PCDC and the Polk City Chamber under one management system by 2018 including a request for an increased budget for 2017  
**MOTION:** A motion was made by Dvorak and seconded by Sarchet to approve PCDC funding proposal with \$50,000 paid January 1, 2017 and \$25,000 paid July 1, 2017  
**MOTION CARRIED UNANIMOUSLY**
8. **MOTION:** A motion was made by Anderson and seconded by Sarchet to approve Resolution 2016-97 appointing the Neighborhood Citizen Group Representatives  
**MOTION CARRIED UNANIMOUSLY**
9. **MOTION:** A motion was made by Mordini and seconded by Dvorak to approve the second reading of Ordinance 2016-2600 approving RTM Plat 1 rezoning of 0.533 acres from U-1 to M-1  
**MOTION CARRIED UNANIMOUSLY**
10. **MOTION:** A motion was made by Dvorak and seconded by Sarchet to approve Resolution 2016-93 approving the Easement agreement submitted at the October 10, 2016 Council Meeting  
**AYES: Sarchet, Dvorak, Mordini**  
**NAYS: Anderson, Lane**  
**MOTION CARRIED**
7. **Mayor Report** | Mayor Morse reminded everyone Beggars Night is scheduled for October 30, 2016 from 6-8pm and the Square Lighting will be December 6, 2016 from 5-8pm
8. **Council Report**
  - Anderson reported on the last Planning and Zoning Commission meeting. He said the Commission discussed updating Ordinances to extend Site Plan reviews from 15 days to 21 days and to better define architectural design
  - Lane suggested a joint work session with Council and P&Z to review the MPO presentations on Complete Streets
9. **Council Discussion** | No discussion
10. **City Administrator Report** | Gary Mahannah, reviewed the P&Z workshop discussions regarding 3 major sections of the City Code of Ordinances tying in the recommendations of the Comprehensive Plan and Staff will take the commissions suggestions to draft Ordinances for Council to review
11. **City Reports**
  - Mike Schulte, Public Works Director informed Council that crews have been out trimming trees on the south side of Hugg Dr. Schulte also reported that 16,000 linear feet of sewer was cleaned this past week
  - Trace Kendig, Police Chief, said part time Officer Matt Auswegan started training and should be out on patrol by end of November
12. **Adjournment**  
**MOTION:** A motion was made by Anderson and seconded by Lane to adjourn at 7:39 p.m.  
**MOTION CARRIED UNANIMOUSLY**  
*Next Meeting Date – Monday, November 14, 2016*

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Jason Morse, Mayor

Attest:

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Jenny Gibbons, City Clerk

**CLAIMS REPORT**  
The City of Polk City

For **11/14/2016**

DEPARTMENT	FUND	VENDOR	EXPENSE TYPE	AMOUNT
ALL DEPT	GENERAL	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$1,996.72
ALL DEPT	GENERAL	FIRST BANKCARD	CITY CREDIT CARD	\$3,962.09
ALL DEPT	GENERAL	STAPLES	CITY CREDIT CARD	\$1,250.41
BUILDING	GENERAL	SAFE BUILDING COMP. & TECH	BUILDING INSPECTIONS	\$29,911.85
CH	GENERAL	BOB MILLER	REIMBURSEMENT-PUMPKINS	\$29.94
CH	GENERAL	CENTURYLINK	PHONE SERVICE	\$26.21
CH	GENERAL	GRINNELL STATE BANK	BANK CHARGES	\$115.40
CH	GENERAL	AHLERS & COONEY	AMENDMENTS NO.3 TO UR AREA II	\$3,752.17
CH	GENERAL	AUREON TECHNOLOGY	INTERNET CHARGES	\$29.99
CH	GENERAL	AUREON TECHNOLOGY	SERVER EQUIPMENT-BAL 10.8.15	\$1,158.39
CH	GENERAL	BIG CREEK DESIGN GROUP	PCPD RENOVATION	\$5,152.90
CH	GENERAL	CRYSTAL CLEAR WATER CO	PURCHASED WATER	\$23.00
CH	GENERAL	DE WITT PAINTING	3RD YEAR PAINT WARRANTY	\$3,600.00
CH	GENERAL	DES MOINES LOCK SERVICE	CABINET KEYS	\$18.92
CH	GENERAL	HR-ONESOURSE	EMPLOYEE HANDBOOK-REVIEW/PREP	\$2,500.00
CH	GENERAL	I.M.W.C.A.	WORKERS COMP INSURANCE	\$813.72
CH	GENERAL	ICMA MEMBER SERVICES	MEMBERSHIP DUES	\$1,046.13
CH	GENERAL	J.P. COOK COMPANY	2017 PET TAGS	\$71.70
CH	GENERAL	KLEEN SWEEP SERVICES INC	CLEANING SERVICE	\$242.81
CH	GENERAL	LINDSEY WILLIAMS	REIMBURSEMENT-MILEAGE	\$90.72
CH	GENERAL	MEDIACOM	INTERNET SERVICE	\$69.95
CH	GENERAL	METRO WASTE AUTHORITY	CURB IT RECYCLING	\$3,867.42
CH	GENERAL	MIDWEST AUTO. FIRE SPRINKLER	COMM RM-REPAIR SPRINKLER SYSTM	\$205.03
CH	GENERAL	MMIT BUSINESS SOLUTIONS GROUP	COPIER RENTAL	\$83.69
CH	GENERAL	REGISTER MEDIA	PUBLIC NOTICES	\$796.14
CH	GENERAL	TOTAL QUALITY INC.	LAWNCARE	\$50.00
CH	GENERAL	WEST COAST LIFE INSURANCE	LIFE INSURANCE-ADMINISTRATOR	\$614.00
CH	GENERAL	VERIZON WIRELESS	PHONE AND DATA PLAN	\$40.01
FD	GENERAL	BASCOM TRUCK & AUTOMOTIVE	451 REPAIRS	\$336.66
FD	GENERAL	BOUND TREE MEDICAL	MEDICAL SUPPLIES	\$411.83
FD	GENERAL	BRIAN HANSON	REIMBURSEMENT-POSTAGE	\$13.45
FD	GENERAL	CRYSTAL CLEAR WATER CO	PURCHASED WATER	\$38.00
FD	GENERAL	EMSLRC	CEH	\$60.00
FD	GENERAL	I.M.W.C.A.	WORKERS COMP INSURANCE	\$8,856.35
FD	GENERAL	MERCY NORTH PHARMACY	RX SUPPLIES	\$839.85
FD	GENERAL	RACOM	RADIO MONTHLY FEE	\$753.00
FD	GENERAL	SANDRY FIRE SUPPLY L.L.C.	CASCADE & SCBA PM	\$1,589.92
FD	GENERAL	SANDRY FIRE SUPPLY L.L.C.	HOSE REPLACEMENT	\$565.00
FD	GENERAL	TOYNE INC	CHARGING SYSTEM REPAIR	\$425.09
FD	GENERAL	VERIZON WIRELESS	PHONE AND DATA PLAN	\$426.40
FD	GENERAL	WEX	FUEL	\$417.08
LIB	GENERAL	ABDO PUBLISHING CO	CHILDREN'S BOOKS	\$203.40
LIB	GENERAL	ADVENTURE LIGHTING	LED REPLACEMENTS	\$100.50
LIB	GENERAL	AUREON TECHNOLOGY	WEBSITE HOSTING	\$12.99
LIB	GENERAL	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	\$340.90
LIB	GENERAL	CONSUMER REPORT	MAGAZINE SUBSCRIPTION	\$26.00
LIB	GENERAL	COOKING LIGHT	MAGAZINE SUBSCRIPTION	\$10.00
LIB	GENERAL	GOOD HOUSEKEEPING	MAGAZINE SUBSCRIPTION	\$12.00
LIB	GENERAL	HOUSE BEAUTIFUL	MAGAZINE SUBSCRIPTION	\$17.97
LIB	GENERAL	I.M.W.C.A.	INSTALLMENT 6 OF 8	\$171.53
LIB	GENERAL	KLEEN SWEEP SERVICES INC	CLEANING SERVICE	\$547.50
LIB	GENERAL	REAL SIMPLE	MAGAZINE SUBSCRIPTION	\$15.00
LIB	GENERAL	REDBOOK	MAGAZINE SUBSCRIPTION	\$5.00
LIB	GENERAL	RICHARD TAYLOR	TECH SUPPORT	\$400.00
LIB	GENERAL	RICHARD TAYLOR	SUPPLIES-SECURITY CAMERA	\$17.07
LIB	GENERAL	ROURKE EDUCATIONAL MEDIA	CHILDRENS BOOKS	\$119.70
LIB	GENERAL	SCHOLASTIC	CHILDREN'S BOOKS	\$100.16
LIB	GENERAL	SUZANNE LINDAMAN	REIMBURSEMENT-MILEAGE	\$146.34
LIB	GENERAL	TASTE OF HOME	MAGAZINE SUBSCRIPTION	\$12.98
LIB	GENERAL	THE CHILDS WORLD	CHILDREN'S BOOKS	\$453.25
LIB	GENERAL	TOTAL QUALITY INC.	LAWNCARE	\$98.00
LIB	GENERAL	CENTURYLINK	PHONE SERVICE	\$523.35
LIB	GENERAL	KIMBERLY KELLOGG	REIMBURSEMENT - MEALS	\$44.19
LIB	GENERAL	TONO SPRAY	PAINTING LIBRARY MEETING ROOM	\$1,406.80
PARKS	GENERAL	ADVENTURE LIGHTING	SPORTS COMPLEX - FLAG LIGHT	\$234.13

**CLAIMS REPORT**  
The City of Polk City

For **11/14/2016**

DEPARTMENT	FUND	VENDOR	EXPENSE TYPE	AMOUNT
PARKS	GENERAL	ADVENTURE LIGHTING	LEONARD PARK-TUNNEL LIGHTS	\$889.40
PARKS	GENERAL	CAPITAL CITY EQUIPMENT CO.	SPORT COMPLEX-TRUCKLOADER RENT	\$735.00
PARKS	GENERAL	CHESTNUT SIGN CO INC	TOWN SQUARE SIGN-2ND PAYMENT	\$5,546.40
PARKS	GENERAL	COMPLETE WILDLIFE COTROL	MARINA COVE - MUSKRAT CONTROL	\$594.00
PARKS	GENERAL	D & K PRODUCTS	SPORTS COMPLEX-GRASS SEED	\$420.00
PARKS	GENERAL	DES MOINES METAL FABRICATING	TOWN SQUARE - CHRISTMAS LIGHTS	\$40.08
PARKS	GENERAL	GNA TRUCKING LLC	SPORTS COMPLEX - HAUL PEA ROCK	\$215.10
PARKS	GENERAL	H.D. WATERWORKS SUPPLY	SPORTS COMPLEX-TILING PARKING	\$487.25
PARKS	GENERAL	I.M.W.C.A.	WORKERS COMP INSURANCE	\$102.64
PARKS	GENERAL	JIM'S JOHNS	PORTABLE TOILET RENTAL	\$240.00
PARKS	GENERAL	KLEEN SWEEP SERVICES INC	CLEANING SERVICE	\$214.69
PARKS	GENERAL	LAWSON PRODUCTS	PARKS-CHRISTMAS LIGHTS	\$46.14
PARKS	GENERAL	MARTIN MARIETTA AGGREGATES	SPORTS COMPLEX-PEA ROCK	\$824.55
PARKS	GENERAL	SKATE NORTH	SUMMER REC	\$490.88
PARKS	GENERAL	TOTAL QUALITY INC.	LAWNCARE	\$6,220.00
PARKS	GENERAL	TOTAL QUALITY INC.	SPRINKLER	\$121.00
PARKS	GENERAL	WHEELER'S	450 CHAINSAW	\$417.95
PARKS	GENERAL	MIDAMERICAN ENERGY	RELOCATE WIRE FOR FUTURE TRAIL	\$1,148.28
PARKS	GENERAL	POLK CITY ARBOR LEAGUE	TREES AT TOWN SQUARE	\$732.12
PD	GENERAL	911 CUSTOM	RIFLE LIGHT	\$119.99
PD	GENERAL	ARNOLD MOTOR SUPPLY	VEHICLE PARTS & SUPPLIES	\$157.97
PD	GENERAL	BRICK LAW FIRM	POLICE/TEAMSTERS 238	\$2,955.00
PD	GENERAL	CAPITAL CITY EQUIPMENT CO.	ANNUAL SERVICE	\$435.34
PD	GENERAL	CARPENTER UNIFORM CO.	UNIFORM-ASWEGAN	\$590.24
PD	GENERAL	GALL'S INC.	LT BADGE-BJORNSON	\$397.80
PD	GENERAL	I.M.W.C.A.	WORKERS COMP INSURANCE	\$1,689.40
PD	GENERAL	IA LAW ENFORCEMENT ACADEMY	BJORNSON-FIREARMS INST RECERT	\$50.00
PD	GENERAL	MIDWEST INFLATABLES, LLC	FALL FESTIVAL-INFLATABLE	\$400.00
PD	GENERAL	MPH INDUSTRIES	REPAIR IN-CAR RADAR REMOTE	\$80.36
PD	GENERAL	NELSON AUTOMOTIVE	REPAIR PARTS	\$63.19
PD	GENERAL	ORIENTAL TRADING CO.INC.	FALL FESTIVAL SUPPLIES	\$1,045.93
PD	GENERAL	PHILIP L ASCHEMAN, PHD	ASWEGAN-MMPI TEST	\$200.00
PD	GENERAL	RACOM	SERVICE LABOR	\$95.00
PD	GENERAL	RANGEMASTERS TRAINING CENTER	RANGETIME/AMMUNITIONS	\$51.42
PD	GENERAL	SPRINT	PHONE/DATA SERVICES	\$174.95
PD	GENERAL	TOURNAMENT CLUB OF IOWA	CITSTF LUNCHEON	\$1,932.84
PD	GENERAL	TRACE KENDIG	REIMBURSEMENT-TRAVEL MEALS/CELL	\$82.30
PD	GENERAL	WEX	FUEL	\$948.65
PW	GENERAL	I.M.W.C.A.	WORKERS COMP INSURANCE	\$480.84
PW	GENERAL	VERIZON WIRELESS	PHONE AND DATA PLAN	\$312.79
PW	GENERAL	WEX	FUEL	\$893.37
PW	GENERAL	WRIGHT OUTDOOR SOLUTIONS	CHIP BRUSH PILE-RECYCLE AREA	\$3,077.25
PW	ROAD	ANKENY SANITATION	TRASH SERVICE	\$452.76
PW	ROAD	ARNOLD MOTOR SUPPLY	VEHICLE PARTS & SUPPLIES	\$880.62
PW	ROAD	CAPITAL CITY EQUIPMENT CO.	REPAIR 2008 TRACK LOADER	\$537.78
PW	ROAD	IDALS	SPRAYING LICENSE	\$30.00
PW	ROAD	I.M.W.C.A.	WORKERS COMP INSURANCE	\$480.84
PW	ROAD	IOWA PLAINS SIGNING INC	MONSTER DASH-BARRICADES	\$325.00
PW	ROAD	MATHESON	MONTHLY TANK RENTAL	\$15.81
PW	ROAD	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$56.23
PW	ROAD	O'HALLORAN INTERNATIONAL INC	LITTLE DUMP TRUCK REPAIR	\$2,770.09
PW	ROAD	POLK COUNTY HEATING & COOLING	DIG/REPAIR CULVERT-1ST/VANDORN	\$800.00
PW	ROAD	RICK HOGAN CONTRUCTION	MAILBOX PAD	\$811.37
LMI	LMI	CITY OF WEST DES MOINES	METRO HOME IMPROVEMENT PROGRAM	\$27,014.00
PW	WATER	ARNOLD MOTOR SUPPLY	VEHICLE PARTS & SUPPLIES	\$77.77
PW	WATER	ARNOLD MOTOR SUPPLY	VEHICLE PARTS & SUPPLIES	\$123.30
PW	WATER	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	\$565.00
PW	WATER	DES MOINES WATER WORKS	PURCHASED WATER	\$13,779.28
PW	WATER	DES MOINES WATER WORKS	LAB ANALYSIS FEE	\$15.00
PW	WATER	GNA TRUCKING LLC	RESTOCK - 1 1/2 CLEAN ROCK	\$298.52
PW	WATER	H.D. WATERWORKS SUPPLY	HYDRANT REPAIRS	\$4,886.20
PW	WATER	HAWKINS INC	CHLORINE PUMP REPAIR	\$151.00
PW	WATER	HAWKINS INC	CHLORINE	\$514.06
PW	WATER	I.M.W.C.A.	WORKERS COMP INSURANCE	\$480.84
PW	WATER	KEYSTONE LABORATORIES INC.	WATER TESTING	\$75.00
PW	WATER	LAWSON PRODUCTS	PARTS, HARDWARE & SUPPLIES	\$42.93

**CLAIMS REPORT**  
The City of Polk City

For **11/14/2016**

DEPARTMENT	FUND	VENDOR	EXPENSE TYPE	AMOUNT
PW	WATER	LOGAN CONTRACTORS SUPPLY	OPERATING SUPPLIES	\$195.95
PW	WATER	MARTIN MARIETTA AGGREGATES	RESTOCK- 1 1/2 CLEAN ROCK	\$549.63
PW	WATER	MENARDS	SUPPLIES-WATER PLANT WINDOWS	\$97.88
PW	WATER	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$1,010.36
PW	WATER	POLK COUNTY HEATING & COOLING	REPLACE HYDRANT AT TOWN SQUARE	\$1,375.00
PW	WATER	SANDYMAN SANDBLASTING	HYDRANTS/CAPS	\$2,950.00
PW	SEWER	AFFORDABLE ROLL-OFF LTD	DUMPSTER-GROUNDS CLEANUP	\$250.00
PW	SEWER	BELLER DISTRIBUTING LLC	CLEANER/INFORCE/FUEL TREATMNT	\$199.98
PW	SEWER	CENTRAL IOWA TELEVISION	ROOT CUTTING/SANITARY SEWER	\$10,153.15
PW	SEWER	CHR TIRE AND AUTO	REPAIR BRAKES-2008 F350 #208	\$393.32
PW	SEWER	CITY OF DES MOINES	WRA	\$26,170.40
PW	SEWER	H.D. WATERWORKS SUPPLY	REPAIR PARTS	\$387.00
PW	SEWER	I.M.W.C.A.	WORKERS COMP INSURANCE	\$480.84
PW	SEWER	LAWSON PRODUCTS	PARTS, HARDWARE & SUPPLIES	\$286.21
PW	SEWER	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$1,572.36
PW	SEWER	OVERHEAD DOOR CO OF DES MOINES	MAINT SHOP OVERHEAD DOORS	\$308.55
PW	SEWER	SMITH'S SEWER SERVICE	SEWER BACKUP-BOOTH & VAN DORN	\$555.00
PW	SEWER	UNITYPOINT HEALTH	HEARING TESTS-OSHA REQUIRED	\$128.35
PW	SEWER	VAN-WALL EQUIPMENT	VEHICLE REPAIR PARTS	\$283.16
PW	SEWER	VERIZON WIRELESS	PHONE AND DATA PLAN	\$91.20
<b>TOTAL</b>				<b>\$219,612.55</b>
		GENERAL		\$116,990.81
		ROAD USE		\$7,160.50
		LMI		\$27,014.00
		WATER		\$27,187.72
		SEWER		\$41,259.52
		<b>TOTAL</b>		<b>\$219,612.55</b>

**RESOLUTION 2016-105**

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

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

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

General Engineering Fees:	\$9,872.00
Capital Improvement Projects:	\$1,125.00
Reimbursable Development Review Projects:	\$24,290.99

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Polk City, Iowa hereby approves the Snyder & Associates invoice for September 2016, in the amount of \$35,287.99

**PASSED AND APPROVED** the 14<sup>th</sup> day of November, 2016.

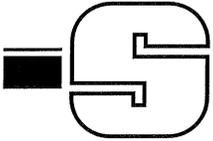
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Jason Morse, Mayor

ATTEST:

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Jenny Gibbons, City Clerk



Date October 31, 2016

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

**INVOICE SUMMARY - SEPTEMBER SERVICES**

Services from September 1, 2016 through September 30, 2016

**GENERAL ENGINEERING**

2016 General Engineering	116.0001	\$ 2,262.00
<u>Building and Development issues:</u> <i>Coordination with developers, engineers, building inspector, and staff regarding various potential and ongoing projects including redevelopment of Broken Arrow, soccer field grading, Crossroads re-design, and similar.</i>	116.0001	\$ 4,085.00
<u>Miscellaneous Projects:</u> <i>Pine Ridge Drive Island plan review and memos; provision of utility services to various properties; investigation of concerns re: erosion, muddy swale; Wood Street trench drain design; water valves in original town; etc.</i>	116.0001	\$ 3,525.00
<u>Zoning &amp; Subdivision Ordinances:</u>	116.0001	\$ -
<b>SUBTOTAL</b>		<b>\$ 9,872.00</b>

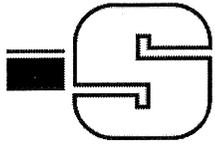
**CAPITAL IMPROVEMENT PROJECTS**

2016 Street Repair Project	116.0636	\$ 1,125.00
<b>SUBTOTAL</b>		<b>\$ 1,125.00</b>

**REIMBURSABLE DEVELOPMENT REVIEW PROJECTS**

Bridge Point Site Plan - revised pond grading plan and details	114.0407	\$ 818.00
Deer Haven Plat 1 - CO's for storm sewer, Materials submittals	115.0537	\$ 1,809.32
Deer Haven Plat 2 - Pre-construction conference	116.0349	\$ 375.00
Deer Haven TIF Project - add water valves, revised URA legal description	115.0778	\$ 301.00
Deer Haven TIF Project - Outstanding May Services	115.0778	\$ 54.00
Edgewater Drive: Water & Sanitary Sewer (Lefkow)	115.0852	\$ 436.00
Lakeside Fellowship Soccer Fields: Site Plan	116.0902	\$ 675.00
Lakewoods Rezoning to P.U.D.	116.0442	\$ 344.00
Lost Lakes Estates Plat 3: Construction Observation	116.0555	\$ 3,086.93
Lost Lakes Estates Plat 4: Construction Observation	116.0649	\$ 5,399.54
RTM Plat 1 Preliminary Plat & Final Plat; and Site Plan for Lot 1	116.0860	\$ 3,350.00
The Stop at Broadway: Site Plan	-116.0859	\$ 1,600.00
Twelve Oaks Plat 4 - Final Plat, Const. observation, sanitary sewer re-video	115.0623	\$ 4,342.20
Woodhaven Plat 2 - construction drawings and observation	114.0396	\$ 1,700.00
<b>SUBTOTAL</b>		<b>\$ 24,290.99</b>

**TOTAL** **\$ 35,287.99**



**INVOICE FOR PROFESSIONAL SERVICES**

October 31, 2016

City of Polk City  
 PO Box 426  
 112 3rd Street  
 Polk City, IA 50226-0426

Invoice No: 116.0001.01 - 9

**Project 116.0001.01 Polk City: General Engineering 2016**

**Professional Services through September 30, 2016**

**Council Meeting**

*Attend one City Council meeting.*

		<u>Hours</u>	<u>Rate</u>	<u>Amount</u>	
Engineer IV		1.00	112.00	112.00	
<b>Total Services</b>		1.00			<b>112.00</b>
				<b>Task Subtotal</b>	<b>\$112.00</b>
<b>Billings to Date</b>	<b>Total</b>	<b>Prior</b>	<b>Current</b>		
	2,152.00	2,040.00	112.00		

**P&Z Meeting**

*Attend one Planning & Zoning Commission meeting and one P&Z work session.*

		<u>Hours</u>	<u>Rate</u>	<u>Amount</u>	
Principal Planner		2.00	172.00	344.00	
<b>Total Services</b>		2.00			<b>344.00</b>
				<b>Task Subtotal</b>	<b>\$344.00</b>
<b>Billings to Date</b>	<b>Total</b>	<b>Prior</b>	<b>Current</b>		
	2,064.00	1,720.00	344.00		

**Other Meeting**

*Attend meeting with Mark Young re: development issues. Attend meeting with Dave Dvorak, Bill Kimberley, Dean Roghair, and Erin Ollendike re: revised Crossroads concept. Attend meeting with Jason Morse, Dave Ohlfest, Matt Boelman, Dave Heisterkamp re: soccer field grading and schedule.*

		<u>Hours</u>	<u>Rate</u>	<u>Amount</u>	
Principal Planner		6.00	172.00	1,032.00	
<b>Total Services</b>		6.00			<b>1,032.00</b>
				<b>Task Subtotal</b>	<b>\$1,032.00</b>
<b>Billings to Date</b>	<b>Total</b>	<b>Prior</b>	<b>Current</b>		
	9,412.00	8,380.00	1,032.00		

**Building Dept**

*Questions from and research for developer's and design engineers including Brian Sender and Mike Schulte re: existing utilities; Knapp re: grading permit for Woodhaven; Brian Campbell re: forms; Andrew Lorenzen re: checklists; Pat Carruthers-Green and review of Bridgeview monument sign; Denny Bernholz re: developer's responsibility to review compaction results under building; Koester and Ohlfest re: grading prior to approval; Aimie Staudt re: DNR permitting; Shelly Bernholz re: WCTH tree species; Erin Ollendike re: background re: Crossroads; and coordinate with Gary Mahannah on each of the above items.*

		<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Principal Planner		17.75	172.00	3,053.00
<b>Total Services</b>		17.75		<b>3,053.00</b>
			<b>Task Subtotal</b>	<b>\$3,053.00</b>
<b>Billings to Date</b>	<b>Total</b>	<b>Prior</b>	<b>Current</b>	
	<b>27,391.00</b>	<b>24,338.00</b>	<b>3,053.00</b>	

**Water Dept**

*Coordinate with Gary Mahannah otions for provision of water service to church; additional valves needed in original town for potential inclusion in TIF project, sketch, and Memo on same.*

		<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Principal Planner		.25	172.00	43.00
Engineer IV		2.25	112.00	252.00
<b>Total Services</b>		2.50		<b>295.00</b>
			<b>Task Subtotal</b>	<b>\$295.00</b>
<b>Billings to Date</b>	<b>Total</b>	<b>Prior</b>	<b>Current</b>	
	<b>5,035.00</b>	<b>4,740.00</b>	<b>295.00</b>	

**Sanitary Sewers**

			<b>Task Subtotal</b>	<b>0.00</b>
<b>Billings to Date</b>	<b>Total</b>	<b>Prior</b>	<b>Current</b>	
	<b>2,751.00</b>	<b>2,751.00</b>	<b>0.00</b>	

**Storm Sewers**

*Pine Ridge Island(\$496) : Review landscape concept and species and prepare memo on same; coordinate with Amy Beattie, revise Memo and send to LLC; review Cooper-Crawford plans and provide comments on same.*

		<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Principal Planner		4.50	172.00	774.00
<b>Total Services</b>		4.50		<b>774.00</b>
			<b>Task Subtotal</b>	<b>\$774.00</b>
<b>Billings to Date</b>	<b>Total</b>	<b>Prior</b>	<b>Current</b>	
	<b>10,606.00</b>	<b>9,832.00</b>	<b>774.00</b>	

**Street Dept**

*ROW and parking enforcement in original town including completion of letters to property owners and coordinate with Gary Mahannah and Mike Schulte on same. Coordinate with Jenny Gibbons re: driveway restrictions in Twelve Oaks. Research joint I/E easements for property owners. Coordinate with Mike Schulte and prepare ROW permit for The Stop.*

		<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Principal Planner		8.00	172.00	1,376.00
Engineer IV		3.50	112.00	392.00
<b>Total Services</b>		11.50		<b>1,768.00</b>
			<b>Task Subtotal</b>	<b>\$1,768.00</b>
<b>Billings to Date</b>	<b>Total</b>	<b>Prior</b>	<b>Current</b>	
	<b>13,727.00</b>	<b>11,959.00</b>	<b>1,768.00</b>	

**General Areas**

*Coordinate with Gary Mahannah, Jenny Gibbons, and Becky Leonard on miscellaneous issues including deadlines, development applications, tentative agendas, revisions to Resolutions and Ordinances, and review P&Z minutes.*

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>	
Principal Planner	10.50	172.00	1,806.00	
<b>Total Services</b>	10.50			<b>1,806.00</b>
				<b>Task Subtotal</b>
				<b>\$1,806.00</b>
<b>Billings to Date</b>	<b>Total</b>	<b>Prior</b>	<b>Current</b>	
	<b>20,378.00</b>	<b>18,572.00</b>	<b>1,806.00</b>	

**GIS Services**

*Coordinate with Jake Schreier re: addresses for various projects including Mark Young existing and future buildings, Twelve Oaks Plats 3 and 4, Lost Lake Estates Plats 3 and 4. Request for addresses in Woodhaven Plat 2 and discuss potential re-addressing on Lyndale Drive.*

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>	
Principal Planner	4.00	172.00	688.00	
<b>Total Services</b>	4.00			<b>688.00</b>
				<b>Task Subtotal</b>
				<b>\$688.00</b>
<b>Billings to Date</b>	<b>Total</b>	<b>Prior</b>	<b>Current</b>	
	<b>1,032.00</b>	<b>344.00</b>	<b>688.00</b>	

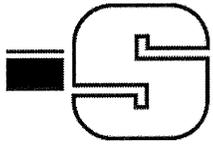
**Amount Due this Invoice** \$9,872.00

<b>Billings to Date</b>	<b>Total</b>	<b>Prior</b>	<b>Current</b>
	<b>94,548.00</b>	<b>84,676.00</b>	<b>9,872.00</b>

Snyder & Associates, Inc.



Kathleen Connor



**ENGINEERS & PLANNERS**  
**SNYDER & ASSOCIATES, INC.**

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

**INVOICE FOR PROFESSIONAL SERVICES**

October 18, 2016

Gary Mahannah  
City of Polk City  
PO Box 426  
112 3rd Street  
Polk City, IA 50226-0426

Invoice No: 116.0636.01 - 4

**Project 116.0636.01 2016 Street Repair Projects**

**Professional Services through September 30, 2016**

**Basic Services**

**Lump Sum Fees**

	<b>Contract Amount</b>	<b>% Compl</b>	<b>Total Billed to Date</b>	<b>Previous Billed</b>	<b>Current Billed</b>
Project Administration	1,300.00	100.00	1,300.00	1,300.00	0.00
Preliminary Design and Plan	6,300.00	100.00	6,300.00	6,300.00	0.00
Special Design Build	5,000.00	100.00	5,000.00	5,000.00	0.00
Final Design and Plan	4,025.00	100.00	4,025.00	4,025.00	0.00
Bid Phase	1,500.00	100.00	1,500.00	1,125.00	375.00
<b>Total Fee</b>	<b>18,125.00</b>		<b>18,125.00</b>	<b>17,750.00</b>	<b>375.00</b>
<b>Total Fee</b>					<b>375.00</b>
<b>Phase Subtotal</b>					<b>\$375.00</b>
<b>Billings to Date</b>	<b>Total</b>	<b>Prior</b>	<b>Current</b>		
	<b>18,125.00</b>	<b>17,750.00</b>	<b>375.00</b>		

**Construction Services**

**Lump Sum Fees**

	<b>Contract Amount</b>	<b>% Compl</b>	<b>Total Billed to Date</b>	<b>Previous Billed</b>	<b>Current Billed</b>
Construction Administration	3,000.00	25.00	750.00	0.00	750.00
Construction Staking	2,000.00	0.00	0.00	0.00	0.00
Construction Observation	15,315.00	0.00	0.00	0.00	0.00
Special Design Build	1,000.00	0.00	0.00	0.00	0.00
<b>Total Fee</b>	<b>21,315.00</b>		<b>750.00</b>	<b>0.00</b>	<b>750.00</b>
<b>Total Fee</b>					<b>750.00</b>

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Project	116.0636.01	PlkCty-2016StreetRepair	Invoice	4
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<b>Phase Subtotal</b>	<b>\$750.00</b>
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	<b>Total</b>	<b>Prior</b>	<b>Current</b>
<b>Billings to Date</b>	<b>750.00</b>	<b>0.00</b>	<b>750.00</b>

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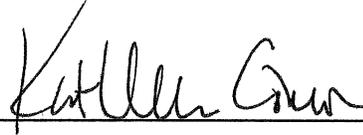
<b>Amount Due this Invoice</b>	<b>\$1,125.00</b>
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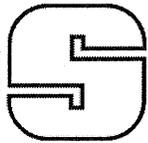
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	<b>Total</b>	<b>Prior</b>	<b>Current</b>
<b>Billings to Date</b>	<b>18,875.00</b>	<b>17,750.00</b>	<b>1,125.00</b>

Snyder & Associates, Inc.



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**SNYDER & ASSOCIATES, INC.**

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

**INVOICE FOR PROFESSIONAL SERVICES**

October 18, 2016

Gary Mahannah  
City of Polk City  
PO Box 426  
112 3rd Street  
Polk City, IA 50226-0426

Invoice No: 114.0407.01 - 4

**Project 114.0407.01 Bridge Pointe Site Plan**  
**Professional Services through September 30, 2016**

**Site Plan Review**  
**Lump Sum Fees**

	<b>Contract Amount</b>	<b>% Compl</b>	<b>Total Billed to Date</b>	<b>Previous Billed</b>	<b>Current Billed</b>
Submittal #1	900.00	100.00	900.00	900.00	0.00
Submittal #2	400.00	100.00	400.00	400.00	0.00
Submittal #3	250.00	100.00	250.00	250.00	0.00
Submittal #4	250.00	100.00	250.00	250.00	0.00
Submittal #5	250.00	100.00	250.00	250.00	0.00
Total Fee	2,050.00		2,050.00	2,050.00	0.00
<b>Total Fee</b>					<b>0.00</b>
<b>Billings to Date</b>	<b>Total</b>	<b>Prior</b>	<b>Current</b>		
	<b>2,050.00</b>	<b>2,050.00</b>	<b>0.00</b>		

**Revised Pond Review**

**Grading & SWMP**

*Services include coordination with Paul Koester and Vic Piagentini re: wet pond concept, review revised grading plan and storm water calculations, mark up details, provide comment memo, review revised plan and calculations, and coordinate with Gary Mahannah re: staff approval.*

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Principal Planner	2.00	179.00	358.00
Engineer IV	4.00	115.00	460.00
<b>Total Services</b>	<b>6.00</b>		<b>818.00</b>

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Project	114.0407.01	PlkCty-BridgePointeSitePlan	Invoice	4
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<b>Task Subtotal</b>	<b>\$818.00</b>
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<b>Billings to Date</b>	<b>Total</b>	<b>Prior</b>	<b>Current</b>
	<b>818.00</b>	<b>0.00</b>	<b>818.00</b>

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<b>Amount Due this Invoice</b>	<b>\$818.00</b>
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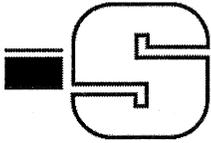
<b>Billings to Date</b>	<b>Total</b>	<b>Prior</b>	<b>Current</b>
	<b>2,868.00</b>	<b>2,050.00</b>	<b>818.00</b>

Snyder & Associates, Inc.



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Kathleen Connor



**ENGINEERS & PLANNERS**  
**SNYDER & ASSOCIATES, INC.**

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

**INVOICE FOR PROFESSIONAL SERVICES**

October 18, 2016

Gary Mahannah  
City of Polk City  
PO Box 426  
112 3rd Street  
Polk City, IA 50226-0426

Invoice No: 115.0537.01 - 9

**Project** 115.0537.01 **Deer Haven Plat 1**  
**Professional Services through September 30, 2016**

**Preliminary Plat  
Lump Sum Fees**

	<b>Contract Amount</b>	<b>% Compl</b>	<b>Total Billed to Date</b>	<b>Previous Billed</b>	<b>Current Billed</b>
Submittal #1	1,150.00	100.00	1,150.00	1,150.00	0.00
Submittal #2	400.00	100.00	400.00	400.00	0.00
Submittal #3	250.00	100.00	250.00	250.00	0.00
Submittal #4	200.00	100.00	200.00	200.00	0.00
Submittal #5	200.00	100.00	200.00	200.00	0.00
Submittal #6	200.00	100.00	200.00	200.00	0.00
<b>Total Fee</b>	<b>2,400.00</b>		<b>2,400.00</b>	<b>2,400.00</b>	<b>0.00</b>
			<b>Total Fee</b>		<b>0.00</b>
<b>Billings to Date</b>	<b>Total</b>	<b>Prior</b>	<b>Current</b>		
	<b>2,400.00</b>	<b>2,400.00</b>	<b>0.00</b>		

**Const Dwgs Plat 1**

**Lump Sum Fees**

	Contract Amount	% Compl	Total Billed to Date	Previous Billed	Current Billed
Submittal #1	2,000.00	100.00	2,000.00	2,000.00	0.00
Submittal #2	1,000.00	100.00	1,000.00	1,000.00	0.00
Submittal #3	400.00	100.00	400.00	400.00	0.00
Submittal #4	250.00	100.00	250.00	250.00	0.00
Submittal #5	250.00	100.00	250.00	250.00	0.00
Submittal #6	250.00	100.00	250.00	250.00	0.00
Submittal #7	250.00	100.00	250.00	250.00	0.00
Submittal #8	250.00	100.00	250.00	250.00	0.00
Submittal #9	250.00	100.00	250.00	250.00	0.00
Submittal #10	250.00	100.00	250.00	250.00	0.00
Submittal #11	250.00	100.00	250.00	250.00	0.00
Submittal #12	250.00	100.00	250.00	250.00	0.00
Submittal #13	250.00	100.00	250.00	250.00	0.00
Submittal #14	250.00	100.00	250.00	250.00	0.00
Submittal #15	250.00	100.00	250.00	250.00	0.00
Submittal #16 - CO to Storm Sewer	250.00	100.00	250.00	0.00	250.00
Submittal #17 - CO to Storm & Water	250.00	100.00	250.00	0.00	250.00
<b>Total Fee</b>	<b>6,900.00</b>		<b>6,900.00</b>	<b>6,400.00</b>	<b>500.00</b>
<b>Total Fee</b>					<b>500.00</b>

<b>Billings to Date</b>	<b>Total</b> 6,900.00	<b>Prior</b> 6,400.00	<b>Current</b> 500.00
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**Final Plat-Plat 1**

**Lump Sum Fees**

	Contract Amount	% Compl	Total Billed to Date	Previous Billed	Current Billed
Submittal #1	850.00	0.00	0.00	0.00	0.00
Submittal #2	300.00	0.00	0.00	0.00	0.00
<b>Total Fee</b>	<b>1,150.00</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Total Fee</b>					<b>0.00</b>

**Construction Plat 1**

**Lump Sum Fees**

	Contract Amount	% Compl	Total Billed to Date	Previous Billed	Current Billed
Pre Construction Conference	375.00	100.00	375.00	375.00	0.00
Pre-Pour Meeting	375.00	0.00	0.00	0.00	0.00
Construction Observation	32,733.00	4.00	1,309.32	0.00	1,309.32
Walk-Thru/Punchlist #1	450.00	0.00	0.00	0.00	0.00
Punchlist #2	200.00	0.00	0.00	0.00	0.00
<b>Total Fee</b>	<b>34,133.00</b>		<b>1,684.32</b>	<b>375.00</b>	<b>1,309.32</b>
<b>Total Fee</b>					<b>1,309.32</b>

<b>Billings to Date</b>	<b>Total</b> 1,684.32	<b>Prior</b> 375.00	<b>Current</b> 1,309.32
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**Construction TIF-Eligible**

**Construction Observation - TIF Only**

	Total	Prior	Current	Task Subtotal	
Billings to Date	268.50	268.50	0.00		0.00

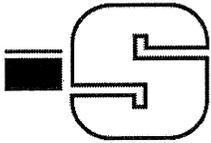
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				Amount Due this Invoice	<u>\$1,809.32</u>
Billings to Date	11,252.82	9,443.50	1,809.32		

Snyder & Associates, Inc.



Kathleen Connor



**ENGINEERS & PLANNERS**  
**SNYDER & ASSOCIATES, INC.**

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

**INVOICE FOR PROFESSIONAL SERVICES**

October 18, 2016

Gary Mahannah  
City of Polk City  
PO Box 426  
112 3rd Street  
Polk City, IA 50226-0426

Invoice No: 116.0349.01 - 3

Project 116.0349.01 Deer Haven Plat 2

Professional Services through September 30, 2016

**Construction Dwgs  
Lump Sum Fees**

	Contract Amount	% Compl	Total Billed to Date	Previous Billed	Current Billed
Submittal #1	2,000.00	100.00	2,000.00	2,000.00	0.00
Submittal #2	1,000.00	100.00	1,000.00	1,000.00	0.00
Submittal #3	400.00	100.00	400.00	400.00	0.00
Total Fee	3,400.00		3,400.00	3,400.00	0.00
<b>Total Fee</b>					<b>0.00</b>
<b>Phase Subtotal</b>					<b>0.00</b>
<b>Billings to Date</b>	<b>Total</b>	<b>Prior</b>	<b>Current</b>		
	3,400.00	3,400.00	0.00		

**Final Plat  
Lump Sum Fees**

	Contract Amount	% Compl	Total Billed to Date	Previous Billed	Current Billed
Submittal #1	850.00	0.00	0.00	0.00	0.00
Submittal #2	300.00	0.00	0.00	0.00	0.00
Total Fee	1,150.00		0.00	0.00	0.00
<b>Total Fee</b>					<b>0.00</b>
<b>Phase Subtotal</b>					<b>0.00</b>

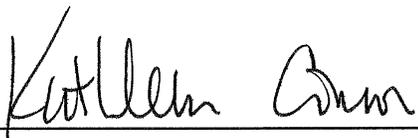
**Construction Phase  
Lump Sum Fees**

	Contract Amount	% Compl	Total Billed to Date	Previous Billed	Current Billed
Pre Construction Conference	375.00	100.00	375.00	0.00	375.00
Pre Pour Meeting	375.00	0.00	0.00	0.00	0.00
Construction Observation	8,964.00	0.00	0.00	0.00	0.00
Walk Thru Punchlist #1	450.00	0.00	0.00	0.00	0.00
<b>Total Fee</b>	<b>10,164.00</b>		<b>375.00</b>	<b>0.00</b>	<b>375.00</b>
<b>Total Fee</b>					<b>375.00</b>
<b>Phase Subtotal</b>					<b>\$375.00</b>
<b>Billings to Date</b>	<b>Total</b>	<b>Prior</b>	<b>Current</b>		
	<b>375.00</b>	<b>0.00</b>	<b>375.00</b>		

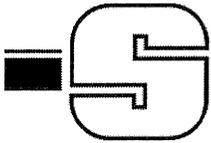
**Amount Due this Invoice** \$375.00

<b>Billings to Date</b>	<b>Total</b>	<b>Prior</b>	<b>Current</b>
	<b>3,775.00</b>	<b>3,400.00</b>	<b>375.00</b>

Snyder & Associates, Inc.



Kathleen Connor



**ENGINEERS & PLANNERS**  
**SNYDER & ASSOCIATES, INC.**

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

**INVOICE FOR PROFESSIONAL SERVICES**

October 18, 2016

Gary Mahannah  
City of Polk City  
PO Box 426  
112 3rd Street  
Polk City, IA 50226-0426

Invoice No: 115.0778.01 - 13

**Project** 115.0778.01 **Deer Haven TIF Project**  
**Professional Services through September 30, 2016**

**TIF Project**

**Submittal #1**

*Services include coordination with Susan Evers re: approved plans left at City Hall; coordinate with Gary Mahannah, Mike Schulte, and Cooper-Crawford re: water valves added to TIF project; coordinate with Chris Thompson and Jason Yasovich re: Polk County's required changes to URA legal description and impact to boundary.*

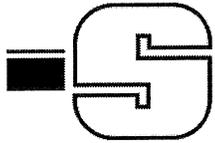
	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Principal Planner	1.75	172.00	301.00
<b>Total Services</b>	1.75		<b>301.00</b>
		<b>Task Subtotal</b>	<b>\$301.00</b>

**Amount Due this Invoice** \$301.00

	<u>Total</u>	<u>Prior</u>	<u>Current</u>
<b>Billings to Date</b>	<b>16,425.50</b>	<b>16,124.50</b>	<b>301.00</b>

Snyder & Associates, Inc.

Kathleen Connor



**ENGINEERS & PLANNERS**

**SNYDER & ASSOCIATES, INC.**

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

**INVOICE FOR PROFESSIONAL SERVICES**

October 18, 2016

Gary Mahannah  
 City of Polk City  
 PO Box 426  
 112 3rd Street  
 Polk City, IA 50226-0426

Invoice No: 115.0852.01 - 4

**Project**                    **115.0852.01**                    **Edgewater Dr Extension (Lefkow)**

**Professional Services through September 30, 2016**

**Const Dwgs Review**

**Lump Sum Fees**

	<b>Contract Amount</b>	<b>% Compl</b>	<b>Total Billed to Date</b>	<b>Previous Billed</b>	<b>Current Billed</b>
Submittal #1	800.00	100.00	800.00	800.00	0.00
Submittal #2	500.00	100.00	500.00	500.00	0.00
Submittal #3	350.00	100.00	350.00	350.00	0.00
Submittal #4	250.00	100.00	250.00	250.00	0.00
Submittal #5	250.00	100.00	250.00	250.00	0.00
<b>Total Fee</b>	<b>2,150.00</b>		<b>2,150.00</b>	<b>2,150.00</b>	<b>0.00</b>
		<b>Total Fee</b>			<b>0.00</b>
			<b>Phase Subtotal</b>		<b>0.00</b>
<b>Billings to Date</b>	<b>Total 2,150.00</b>	<b>Prior 2,150.00</b>	<b>Current 0.00</b>		

**Construction : Water & Sanitary Sewer**

**Lump Sum Fees**

	<b>Contract Amount</b>	<b>% Compl</b>	<b>Total Billed to Date</b>	<b>Previous Billed</b>	<b>Current Billed</b>
Pre-Construction Conference	375.00	100.00	375.00	375.00	0.00
Construction Observation	872.00	100.00	872.00	436.00	436.00
Walk-Through/Punchlist #1	450.00	0.00	0.00	0.00	0.00
Punchlist #1	200.00	0.00	0.00	0.00	0.00
<b>Total Fee</b>	<b>1,897.00</b>		<b>1,247.00</b>	<b>811.00</b>	<b>436.00</b>
		<b>Total Fee</b>			<b>436.00</b>

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Project	115.0852.01	PlkCty-EdgewaterDrConstructionDwgs	Invoice	4
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<b>Phase Subtotal</b>	<b>\$436.00</b>
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	<b>Total</b>	<b>Prior</b>	<b>Current</b>
<b>Billings to Date</b>	<b>1,247.00</b>	<b>811.00</b>	<b>436.00</b>

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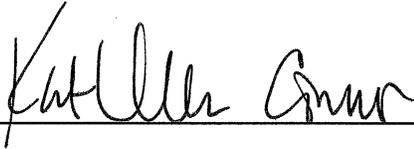
<b>Amount Due this Invoice</b>	<b>\$436.00</b>
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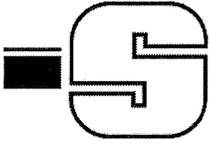
	<b>Total</b>	<b>Prior</b>	<b>Current</b>
<b>Billings to Date</b>	<b>3,397.00</b>	<b>2,961.00</b>	<b>436.00</b>

Snyder & Associates, Inc.



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Kathleen Connor



ENGINEERS & PLANNERS

**SNYDER & ASSOCIATES, INC.**

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

**INVOICE FOR PROFESSIONAL SERVICES**

October 28, 2016

Gary Mahannah  
City of Polk City  
PO Box 426  
112 3rd Street  
Polk City, IA 50226-0426

Invoice No: 116.0902.01 - 1

**Project 116.0902.01 Lakeside Fellowship Soccer Flds Site Plan Amend**

**Professional Services through September 30, 2016**

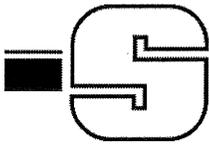
**Site Plan  
Lump Sum Fees**

	<b>Contract Amount</b>	<b>% Compl</b>	<b>Total Billed to Date</b>	<b>Previous Billed</b>	<b>Current Billed</b>
Submittal #1	400.00	100.00	400.00	0.00	400.00
Submittal #2	150.00	100.00	150.00	0.00	150.00
Submittal #3	125.00	100.00	125.00	0.00	125.00
<b>Total Fee</b>	<b>675.00</b>		<b>675.00</b>	<b>0.00</b>	<b>675.00</b>
<b>Total Fee</b>					<b>675.00</b>
<b>Phase Subtotal</b>					<b>\$675.00</b>
<b>Amount Due this Invoice</b>					<b>\$675.00</b>

<b>Billings to Date</b>	<b>Total</b>	<b>Prior</b>	<b>Current</b>
	<b>675.00</b>	<b>0.00</b>	<b>675.00</b>

Snyder & Associates, Inc.

Kathleen Connor



**INVOICE FOR PROFESSIONAL SERVICES**

October 18, 2016

Gary Mahannah  
 City of Polk City  
 PO Box 426  
 112 3rd Street  
 Polk City, IA 50226-0426

Invoice No: 116.0442.01 - 2

**Project**            **116.0442.01**            **Lakewoods Rezoning**

**Professional Services through September 30, 2016**

**Rezoning**

*Services include receive re-submittal of Lakewoods Master Plan for Oct P&Z meeting; discussion with Caleb Smith regarding neighborhood meeting; review Fire Dept.'s Aug 15th memo re: 150' max dead-end and 30 max units. Discuss with Caleb Smith re: need to address P&Z issues from May meeting such as open space with amenities such as gazebo and/or trail, concern re: no second access, etc. Forward P&Z minutes to McClure for review.*

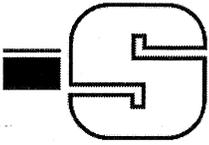
	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Principal Planner	2.00	172.00	344.00
<b>Total Services</b>	2.00		<b>344.00</b>
		<b>Task Subtotal</b>	<b>\$344.00</b>

**Amount Due this Invoice**            \$344.00

	<u>Total</u>	<u>Prior</u>	<u>Current</u>
<b>Billings to Date</b>	<b>1,548.00</b>	<b>1,204.00</b>	<b>344.00</b>

Snyder & Associates, Inc.

Kathleen Connor



**INVOICE FOR PROFESSIONAL SERVICES**

October 28, 2016

Gary Mahannah  
 City of Polk City  
 PO Box 426  
 112 3rd Street  
 Polk City, IA 50226-0426

Invoice No: 116.0555.01 - 4

**Project 116.0555.01 Lost Lakes Estates Plat 3**  
**Professional Services through September 30, 2016**

**Prelim Plat 3 & 4  
 Lump Sum Fees**

	<b>Contract Amount</b>	<b>% Compl</b>	<b>Total Billed to Date</b>	<b>Previous Billed</b>	<b>Current Billed</b>
Submittal #1	1,150.00	100.00	1,150.00	1,150.00	0.00
Submittal #2	400.00	100.00	400.00	400.00	0.00
Submittal #3	250.00	100.00	250.00	250.00	0.00
Total Fee	1,800.00		1,800.00	1,800.00	0.00

**Total Fee 0.00**

	<b>Total</b>	<b>Prior</b>	<b>Current</b>
<b>Billings to Date</b>	<b>1,800.00</b>	<b>1,800.00</b>	<b>0.00</b>

**Const Dwgs Plat 3  
 Lump Sum Fees**

	<b>Contract Amount</b>	<b>% Compl</b>	<b>Total Billed to Date</b>	<b>Previous Billed</b>	<b>Current Billed</b>
Submittal #1	1,400.00	100.00	1,400.00	1,400.00	0.00
Submittal #2	750.00	100.00	750.00	750.00	0.00
Submittal #3	400.00	100.00	400.00	400.00	0.00
Submittal #4	250.00	100.00	250.00	250.00	0.00
Total Fee	2,800.00		2,800.00	2,800.00	0.00

**Total Fee 0.00**

	<b>Total</b>	<b>Prior</b>	<b>Current</b>
<b>Billings to Date</b>	<b>2,800.00</b>	<b>2,800.00</b>	<b>0.00</b>

**Final Plat 1**  
**Lump Sum Fees**

	Contract Amount	% Compl	Total Billed to Date	Previous Billed	Current Billed
Submittal #1	750.00	0.00	0.00	0.00	0.00
Submittal #2	300.00	0.00	0.00	0.00	0.00
Total Fee	1,050.00		0.00	0.00	0.00
<b>Total Fee</b>					<b>0.00</b>

**Construction Phase**  
**Lump Sum Fees**

	Contract Amount	% Compl	Total Billed to Date	Previous Billed	Current Billed
Pre Construction Conference	375.00	100.00	375.00	375.00	0.00
Pre Pour Meeting	375.00	0.00	0.00	0.00	0.00
Construction Observation	14,828.00	30.00	4,448.40	1,361.47	3,086.93
Walk-Thru Punchlist #1	450.00	0.00	0.00	0.00	0.00
Total Fee	16,028.00		4,823.40	1,736.47	3,086.93
<b>Total Fee</b>					<b>3,086.93</b>

	<b>Total</b>	<b>Prior</b>	<b>Current</b>
<b>Billings to Date</b>	<b>4,823.40</b>	<b>1,736.47</b>	<b>3,086.93</b>

**Stormwater Mgmt**  
**SWMP**

Task Subtotal **0.00**

	<b>Total</b>	<b>Prior</b>	<b>Current</b>
<b>Billings to Date</b>	<b>1,288.00</b>	<b>1,288.00</b>	<b>0.00</b>

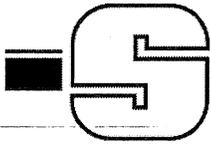
**Amount Due this Invoice** **\$3,086.93**

	<b>Total</b>	<b>Prior</b>	<b>Current</b>
<b>Billings to Date</b>	<b>10,711.40</b>	<b>7,624.47</b>	<b>3,086.93</b>

Snyder & Associates, Inc.



Kathleen Connor



**INVOICE FOR PROFESSIONAL SERVICES**

October 28, 2016

Gary Mahannah  
 City of Polk City  
 PO Box 426  
 112 3rd Street  
 Polk City, IA 50226-0426

Invoice No: 116.0649.01 - 3

**Project 116.0649.01 Lost Lake Estates Plat 4**  
**Professional Services through September 30, 2016**

**Construction Drawings**

**Lump Sum Fees**

	Contract Amount	% Compl	Total Billed to Date	Previous Billed	Current Billed
Submittal 1	2,000.00	100.00	2,000.00	2,000.00	0.00
Submittal 2	1,000.00	100.00	1,000.00	1,000.00	0.00
Submittal 3	400.00	100.00	400.00	400.00	0.00
Submittal 4 - Streetlights & Easement	250.00	100.00	250.00	250.00	0.00
<b>Total Fee</b>	<b>3,650.00</b>		<b>3,650.00</b>	<b>3,650.00</b>	<b>0.00</b>
<b>Total Fee</b>					<b>0.00</b>
<b>Billings to Date</b>	<b>Total 3,650.00</b>	<b>Prior 3,650.00</b>			<b>Current 0.00</b>

**Stormwater Management**

**SWMP-Plat 4**

	Total	Prior	Current	Task Subtotal
<b>Billings to Date</b>	<b>448.00</b>	<b>448.00</b>	<b>0.00</b>	<b>0.00</b>

**Construction Phase**

**Lump Sum Fees**

	Contract Amount	% Compl	Total Billed to Date	Previous Billed	Current Billed
Pre Construction Conference	375.00	100.00	375.00	375.00	0.00
Pre Pour Meeting	375.00	0.00	0.00	0.00	0.00
Construction Observation	19,223.00	30.00	5,766.90	367.36	5,399.54
Walk-Thru Punchlist #1	450.00	0.00	0.00	0.00	0.00
<b>Total Fee</b>	<b>20,423.00</b>		<b>6,141.90</b>	<b>742.36</b>	<b>5,399.54</b>
<b>Total Fee</b>					<b>5,399.54</b>

	Total	Prior	Current
Billings to Date	6,141.90	742.36	5,399.54

**Final Plat**

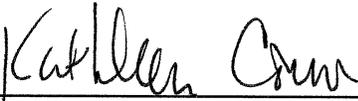
**Lump Sum Fees**

	Contract Amount	% Compl	Total Billed to Date	Previous Billed	Current Billed
Submittal 1	850.00	0.00	0.00	0.00	0.00
Submittal 2	300.00	0.00	0.00	0.00	0.00
Total Fee	1,150.00		0.00	0.00	0.00
<b>Total Fee</b>					<b>0.00</b>

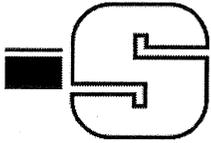
**Amount Due this Invoice** \$5,399.54

	Total	Prior	Current
Billings to Date	10,239.90	4,840.36	5,399.54

Snyder & Associates, Inc.



Kathleen Connor



**INVOICE FOR PROFESSIONAL SERVICES**

October 28, 2016

Gary Mahannah  
 City of Polk City  
 PO Box 426  
 112 3rd Street  
 Polk City, IA 50226-0426

Invoice No: 116.0860.01 - 1

**Project**            **116.0860.01**            **RTM Plat 1-Rezoning Plat, Site Plan**  
**Professional Services through September 30, 2016**

**Preliminary Plat  
 Lump Sum Fees**

	Contract Amount	% Compl	Total Billed to Date	Previous Billed	Current Billed
Submittal 1	600.00	100.00	600.00	0.00	600.00
Submittal 2	350.00	100.00	350.00	0.00	350.00
Submittal 3	250.00	100.00	250.00	0.00	250.00
<b>Total Fee</b>	<b>1,200.00</b>		<b>1,200.00</b>	<b>0.00</b>	<b>1,200.00</b>
<b>Total Fee</b>					<b>1,200.00</b>

	Total	Prior	Current
<b>Billings to Date</b>	<b>1,200.00</b>	<b>0.00</b>	<b>1,200.00</b>

**Site Plan  
 Lump Sum Fees**

	Contract Amount	% Compl	Total Billed to Date	Previous Billed	Current Billed
Submittal 1	400.00	100.00	400.00	0.00	400.00
Submittal 2	300.00	100.00	300.00	0.00	300.00
Submittal 3	250.00	100.00	250.00	0.00	250.00
Submittal 4	250.00	100.00	250.00	0.00	250.00
<b>Total Fee</b>	<b>1,200.00</b>		<b>1,200.00</b>	<b>0.00</b>	<b>1,200.00</b>
<b>Total Fee</b>					<b>1,200.00</b>

	Total	Prior	Current
<b>Billings to Date</b>	<b>1,200.00</b>	<b>0.00</b>	<b>1,200.00</b>

**Final Plat**

**Lump Sum Fees**

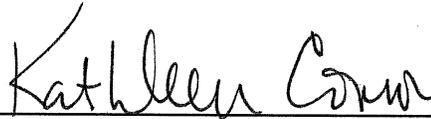
	Contract Amount	% Compl	Total Billed to Date	Previous Billed	Current Billed
Submittal 1	500.00	100.00	500.00	0.00	500.00
Submittal 2	250.00	100.00	250.00	0.00	250.00
Submittal 3	200.00	100.00	200.00	0.00	200.00
Submittal 4	200.00	0.00	0.00	0.00	0.00
<b>Total Fee</b>	<b>1,150.00</b>		<b>950.00</b>	<b>0.00</b>	<b>950.00</b>
<b>Total Fee</b>					<b>950.00</b>

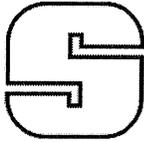
	Total	Prior	Current
<b>Billings to Date</b>	<b>950.00</b>	<b>0.00</b>	<b>950.00</b>

**Amount Due this Invoice** \$3,350.00

	Total	Prior	Current
<b>Billings to Date</b>	<b>3,350.00</b>	<b>0.00</b>	<b>3,350.00</b>

Snyder & Associates, Inc.

  
 \_\_\_\_\_  
 Kathleen Connor



ENGINEERS & PLANNERS

**SNYDER & ASSOCIATES, INC.**

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

**INVOICE FOR PROFESSIONAL SERVICES**

October 28, 2016

Gary Mahannah  
City of Polk City  
PO Box 426  
112 3rd Street  
Polk City, IA 50226-0426

Invoice No: 116.0859.01 - 1

**Project 116.0859.01 The Stop at Broadway Site Plan**

**Professional Services through September 30, 2016**

**Site Plan  
Lump Sum Fees**

	<b>Contract Amount</b>	<b>% Compl</b>	<b>Total Billed to Date</b>	<b>Previous Billed</b>	<b>Current Billed</b>
Submittal #1	800.00	100.00	800.00	0.00	800.00
Submittal #2	300.00	100.00	300.00	0.00	300.00
Submittal #3	250.00	100.00	250.00	0.00	250.00
Submittal #4	250.00	100.00	250.00	0.00	250.00
Total Fee	1,600.00		1,600.00	0.00	1,600.00

**Total Fee 1,600.00**

**Phase Subtotal \$1,600.00**

**Amount Due this Invoice \$1,600.00**

	<b>Total</b>	<b>Prior</b>	<b>Current</b>
<b>Billings to Date</b>	<b>1,600.00</b>	<b>0.00</b>	<b>1,600.00</b>

Snyder & Associates, Inc.

*Kathleen Connor*

Kathleen Connor



**Construction Phase**

**Lump Sum Fees**

	Contract Amount	% Compl	Total Billed to Date	Previous Billed	Current Billed
Pre Const Conference	375.00	100.00	375.00	375.00	0.00
Pre Pour Meeting	375.00	100.00	375.00	0.00	375.00
Const Obs	3,795.00	95.00	3,605.25	910.80	2,694.45
Walk Thru/Punchlist 1	450.00	0.00	0.00	0.00	0.00
Punchlist 2	200.00	0.00	0.00	0.00	0.00
<b>Total Fee</b>	<b>5,195.00</b>		<b>4,355.25</b>	<b>1,285.80</b>	<b>3,069.45</b>
<b>Total Fee</b>					<b>3,069.45</b>

<b>Billings to Date</b>	<b>Total</b> 4,355.25	<b>Prior</b> 1,285.80	<b>Current</b> 3,069.45
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**Construction Phase - Hourly**

**Additional Construction Mgmt - Flood**

**Task Subtotal** 0.00

<b>Billings to Date</b>	<b>Total</b> 3,103.50	<b>Prior</b> 3,103.50	<b>Current</b> 0.00
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**Sewer Repairs**

*Extra services include review of 2nd video inspection which should demonstrate repairs were complete, results were inconclusive and need a re-inspection, provide review comments to Marlo Gillotti and Mike Schulte.*

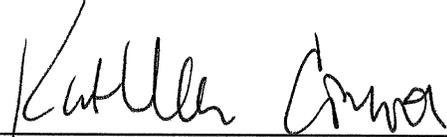
	Hours	Rate	Amount
Engineer IV	1.00	112.00	112.00
Engineer I	.75	81.00	60.75
<b>Total Services</b>	<b>1.75</b>		<b>172.75</b>
<b>Task Subtotal</b>			<b>\$172.75</b>

<b>Billings to Date</b>	<b>Total</b> 172.75	<b>Prior</b> 0.00	<b>Current</b> 172.75
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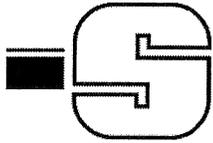
**Amount Due this Invoice** \$4,342.20

<b>Billings to Date</b>	<b>Total</b> 11,531.50	<b>Prior</b> 7,189.30	<b>Current</b> 4,342.20
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Snyder & Associates, Inc.

  
\_\_\_\_\_

Kathleen Connor



**ENGINEERS & PLANNERS**  
**SNYDER & ASSOCIATES, INC.**

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

**INVOICE FOR PROFESSIONAL SERVICES**

October 18, 2016

Gary Mahannah  
City of Polk City  
PO Box 426  
112 3rd Street  
Polk City, IA 50226-0426

Invoice No: 114.0396.01 - 2

**Project**            114.0396.01            Woodhaven Plat 2

**Professional Services through September 30, 2016**

**Construction Drawings  
Lump Sum Fees**

	<b>Contract Amount</b>	<b>% Compl</b>	<b>Total Billed to Date</b>	<b>Previous Billed</b>	<b>Current Billed</b>
Submittal #1	1,100.00	100.00	1,100.00	1,100.00	0.00
Submittal #2	600.00	100.00	600.00	600.00	0.00
Submittal #3	350.00	100.00	350.00	350.00	0.00
Submittal #4 - Streetlights	250.00	100.00	250.00	0.00	250.00
Submittal #5 - CO Watermain	250.00	100.00	250.00	0.00	250.00
Total Fee	2,550.00		2,550.00	2,050.00	500.00
<b>Total Fee</b>					<b>500.00</b>
<b>Phase Subtotal</b>					<b>\$500.00</b>
<b>Billings to Date</b>	<b>Total</b>	<b>Prior</b>	<b>Current</b>		
	2,550.00	2,050.00	500.00		

**Final Plat  
Lump Sum Fees**

	<b>Contract Amount</b>	<b>% Compl</b>	<b>Total Billed to Date</b>	<b>Previous Billed</b>	<b>Current Billed</b>
Submittal #1	600.00	0.00	0.00	0.00	0.00
Submittal #2	250.00	0.00	0.00	0.00	0.00
Submittal #3	200.00	0.00	0.00	0.00	0.00
Total Fee	1,050.00		0.00	0.00	0.00
<b>Total Fee</b>					<b>0.00</b>
<b>Phase Subtotal</b>					<b>0.00</b>

**Construction Phase  
Lump Sum Fees**

	Contract Amount	% Compl	Total Billed to Date	Previous Billed	Current Billed
Pre-Pour Meeting	375.00	0.00	0.00	0.00	0.00
Pre-Construction Conference	375.00	100.00	375.00	0.00	375.00
Construction Observation	7,500.00	11.00	825.00	0.00	825.00
Walk-Thru/Punchlist	450.00	0.00	0.00	0.00	0.00
Punchlist Update	200.00	0.00	0.00	0.00	0.00
<b>Total Fee</b>	<b>8,900.00</b>		<b>1,200.00</b>	<b>0.00</b>	<b>1,200.00</b>
<b>Total Fee</b>					<b>1,200.00</b>
<b>Phase Subtotal</b>					<b>\$1,200.00</b>
<b>Billings to Date</b>	<b>Total</b>	<b>Prior</b>	<b>Current</b>		
	<b>1,200.00</b>	<b>0.00</b>	<b>1,200.00</b>		

	Total	Prior	Current	Amount Due this Invoice
<b>Billings to Date</b>	<b>3,750.00</b>	<b>2,050.00</b>	<b>1,700.00</b>	<b>\$1,700.00</b>

Snyder & Associates, Inc.

  
 \_\_\_\_\_  
 Kathleen Connor

**STATE OF IOWA**  
**2016**  
**FINANCIAL REPORT**  
**FISCAL YEAR ENDED**  
**JUNE 30, 2016**

16207701000000  
Finance Officer  
PO Box 426  
Polk City, IA 50226

POLK CITY  
CITY OF           POLK CITY          , IOWA  
**DUE: December 1, 2016**

*(Please correct any error in name, address, and ZIP Code)*

**WHEN COMPLETED, PLEASE RETURN TO**  
Mary Mosiman, CPA  
Office of Auditor of State  
Lucas State Office Building  
321 E. 12th Street, 2nd Floor  
Des Moines, IA 50319

NOTE - The information supplied in this report will be shared by the Iowa State Auditor's Office, the U.S. Census Bureau, various public interest groups, and State and federal agencies.

**ALL FUNDS**

Item description	Governmental (a)	Proprietary (b)	Total actual (c)	Budget (d)
<b>Revenues and Other Financing Sources</b>				
Taxes levied on property	1,287,288		1,287,288	1,272,524
Less: Uncollected property taxes-levy year	0		0	
<b>Net current property taxes</b>	1,287,288		1,287,288	1,272,524
Delinquent property taxes	0		0	
TIF revenues	370,497		370,497	665,000
Other city taxes	3,659,183	0	3,659,183	3,438,011
Licenses and permits	172,127	0	172,127	152,575
Use of money and property	115,731	6,996	122,727	107,750
Intergovernmental	461,025	0	461,025	418,285
Charges for fees and service	366,502	1,232,818	1,599,320	1,371,138
Special assessments	561	10,411	10,972	5,000
Miscellaneous	29,519	0	29,519	23,700
Other financing sources	2,613,667	0	2,613,667	2,606,703
<b>Total revenues and other sources</b>	9,076,100	1,250,225	10,326,325	10,060,686
<b>Expenditures and Other Financing Uses</b>				
Public safety	1,443,584	0	1,443,584	1,444,661
Public works	574,542	0	574,542	641,733
Health and social services	111	0	111	500
Culture and recreation	501,714	0	501,714	530,692
Community and economic development	490,870	0	490,870	560,000
General government	848,063	0	848,063	909,875
Debt service	137,395	0	137,395	137,395
Capital projects	1,450,384	0	1,450,384	1,487,348
<b>Total governmental activities expenditures</b>	5,446,663	0	5,446,663	5,712,204
Business type activities	0	1,291,477	1,291,477	1,425,130
<b>Total ALL expenditures</b>	5,446,663	1,291,477	6,738,140	7,137,334
Other financing uses, including transfers out	2,606,703	0	2,606,703	2,606,703
<b>Total ALL expenditures/And other financing uses</b>	8,053,366	1,291,477	9,344,843	9,744,037
<b>Excess revenues and other sources over (Under) Expenditures/And other financing uses</b>	1,022,734	-41,252	981,482	316,649
Beginning fund balance July 1, 2015	4,364,562	393,905	4,758,467	4,653,987
Ending fund balance June 30, 2016	5,387,296	352,653	5,739,949	4,970,636

Note - These balances do not include \$ \_\_\_\_\_ held in non-budgeted internal service funds; \$ \_\_\_\_\_ held in Pension Trust Funds; \$ \_\_\_\_\_ held in Private Purpose Trust funds and \$ \_\_\_\_\_ held in agency funds which were not budgeted and are not available for city operations.

Indebtedness at June 30, 2016	Amount - Omit cents	Indebtedness at June 30, 2016	Amount - Omit cents
General obligation debt	\$ 1,505,000	Other long-term debt	\$ 0
Revenue debt	\$ 0	Short-term debt	\$ 0
TIF Revenue debt	\$ 0		
		General obligation debt limit	\$ 15,378,485

**CERTIFICATION**

THE FOREGOING REPORT IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF

Signature of city clerk		Date Published/Posted	Mark (x) one <input type="checkbox"/> Date Published <input type="checkbox"/> Date Posted
Printed name of city clerk	Telephone →	Area Code	Number Extension
Signature of Mayor or other City official (Name and Title)		Date signed	

**PLEASE PUBLISH THIS PAGE ONLY**

STATE OF IOWA  
2016  
FINANCIAL REPORT  
FISCAL YEAR ENDED  
JUNE 30, 2016

1620770100000  
Finance Officer  
PO Box 426  
Polk City, IA 50226

CITY OF           POLK CITY          , IOWA

ALL FUNDS

Item description	Governmental (a)	Proprietary (b)	Total actual (c)	Budget (d)
<b>Revenues and Other Financing Sources</b>				
Taxes levied on property	1,287,288		1,287,288	1,272,524
Less: Uncollected property taxes-levy year	0		0	0
<b>Net current property taxes</b>	1,287,288		1,287,288	1,272,524
Delinquent property taxes	0		0	0
TIF revenues	370,497		370,497	665,000
Other city taxes	3,659,183	0	3,659,183	3,438,011
Licenses and permits	172,127	0	172,127	152,575
Use of money and property	115,731	6,996	122,727	107,750
Intergovernmental	461,025	0	461,025	418,285
Charges for fees and service	366,502	1,232,818	1,599,320	1,371,138
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Miscellaneous	29,519	0	29,519	23,700
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<b>Total revenues and other sources</b>	9,076,100	1,250,225	10,326,325	10,060,686
<b>Expenditures and Other Financing Uses</b>				
Public safety	1,443,584	0	1,443,584	1,444,661
Public works	574,542	0	574,542	641,733
Health and social services	111	0	111	500
Culture and recreation	501,714	0	501,714	530,692
Community and economic development	490,870	0	490,870	560,000
General government	848,063	0	848,063	909,875
Debt service	137,395	0	137,395	137,395
Capital projects	1,450,384	0	1,450,384	1,487,348
<b>Total governmental activities expenditures</b>	5,446,663	0	5,446,663	5,712,204
Business type activities	0	1,291,477	1,291,477	1,425,130
<b>Total ALL expenditures</b>	5,446,663	1,291,477	6,738,140	7,137,334
Other financing uses, including transfers out	2,606,703	0	2,606,703	2,606,703
<b>Total ALL expenditures/And other financing uses</b>	8,053,366	1,291,477	9,344,843	9,744,037
<b>Excess revenues and other sources over (under) Expenditures/And other financing uses</b>	1,022,734	-41,252	981,482	316,649
Beginning fund balance July 1, 2015	4,364,562	393,905	4,758,467	4,653,987
Ending fund balance June 30, 2016	5,387,296	352,653	5,739,949	4,970,636
<b>Note - These balances do not include</b>				
	\$0	held in non-budgeted internal service funds;	\$0	
	held in Pension Trust Funds;	\$0	held in Private Purpose Trust Funds and	\$0
	held in agency funds which were not budgeted and are not available for city operations.			
Indebtedness at June 30, 2016				
General obligation debt	\$1,505,000	Other long-term debt		\$0
Revenue debt	\$0	Short-term debt		\$0
TIF Revenue debt	\$0	General Obligation Debt Limit		\$15,378,485

Part I		REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2016					CITY OF POLK CITY					<input checked="" type="checkbox"/> GAAP <input type="checkbox"/> NON-GAAP = CASH BASIS Indicate by entering an X in the appropriate box on this sheet ONLY	
Line No.	Item description	General (a)	Special revenue (b)	TIF special revenue (c)	Debt service (d)	Capital projects (e)	Permanent (f)	Total governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Code	GRAND TOTAL (Sum of cols. (g) and (h)) (i)	Line No.	
1	<b>Section A - TAXES</b>											1	
2	Taxes levied on property	1,287,288						1,287,288			1,287,288	2	
3	Less: Uncollected property taxes - Levy year							0			0	3	
4	Net current property taxes	1,287,288	0				0	1,287,288		T01	1,287,288	4	
5	Delinquent property taxes							0		T01	0	5	
6	<b>Total property tax</b>	1,287,288	0				0	1,287,288			1,287,288	6	
7	<b>TIF revenues</b>			370,497				370,497		T01	370,497	7	
	<b>Other city taxes</b>												
8	Utility tax replacement excise taxes	19,678						19,678		T15	19,678	8	
9	Utility franchise tax (Chapter 364.2, Code of Iowa)							0		T15	0	9	
10	Parimutuel wager tax							0		C30	0	10	
11	Gaming wager tax							0		C30	0	11	
12	Mobile home tax							0		T19	0	12	
13	Hotel/motel tax	32,451						32,451		T19	32,451	13	
14	Other local option taxes	3,607,054						3,607,054		T09	3,607,054	14	
15	<b>TOTAL OTHER CITY TAXES</b>	3,659,183	0	0	0	0	0	3,659,183	0		3,659,183	15	
16	<b>Section B - LICENSES AND PERMITS</b>	172,127						172,127		T29	172,127	16	
17	<b>Section C - USE OF MONEY AND PROPERTY</b>											17	
18	Interest	19,620		6,809				26,429	6,996	U20	33,425	18	
19	Rents and royalties	89,302						89,302		U40	89,302	19	
20	Other miscellaneous use of money and property							0		U20	0	20	
21								0			0	21	
22	<b>TOTAL USE OF MONEY AND PROPERTY</b>	108,922	0	6,809	0	0	0	115,731	6,996		122,727	22	
23												23	
24	<b>Section D - INTERGOVERNMENTAL</b>											24	
25												25	
26	<b>Federal grants and reimbursements</b>											26	
27	Federal grants							0		B89	0	27	
28	Community development block grants							0		B50	0	28	
29	Housing and urban development							0		B50	0	29	
30	Public assistance grants							0		B79	0	30	
31	Payment in lieu of taxes							0		B30	0	31	
32								0			0	32	
33	<b>Total Federal grants and reimbursements</b>	0	0	0	0	0	0	0	0		0	33	
34												34	
35												35	
36												36	
37												37	
38												38	
39												39	
40												40	

Continued on next page

Part I		REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2016 -- Continued					CITY OF POLK CITY					<input checked="" type="checkbox"/> GAAP		<input type="checkbox"/> NON-GAAP = CASH BASIS	
Line No.	Item description	General (a)	Special revenue (b)	TIF special revenue (c)	Debt service (d)	Capital projects (e)	Permanent (f)	Total governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Code	GRAND TOTAL (Sum of cols. (g) and (h)) (i)	Line No.			
41	<b>Section D - INTERGOVERNMENTAL - Continued</b>											41			
42												42			
43	<b>State shared revenues</b>											43			
44	Road use taxes		422,394					422,394		C46	422,394	44			
45												45			
46												46			
47												47			
48	<b>Other state grants and reimbursements</b>											48			
49	State grants	14,906						14,906		C89	14,906	49			
50	Iowa Department of Transportation							0		C89	0	50			
51	Iowa Department of Natural Resources							0		C89	0	51			
52	Iowa Economic Development Authority							0		C89	0	52			
53	CEBA grants							0		C89	0	53			
54	Commercial & Industrial Replacement Claim							0		C89	0	54			
55								0			0	55			
56								0			0	56			
57								0			0	57			
58								0			0	58			
59								0			0	59			
60	<b>Total state</b>	14,906	422,394	0	0	0	0	437,300	0		437,300	60			
61												61			
62	<b>Local grants and reimbursements</b>											62			
63	County contributions	1,993						1,993			1,993	63			
64	Library service							0		D89	0	64			
65	Township contributions	21,732						21,732		D89	21,732	65			
66	Fire/EMT service							0		D89	0	66			
67								0		D89	0	67			
68								0			0	68			
69								0			0	69			
70	<b>Total local grants and reimbursements</b>	23,725	0	0	0	0	0	23,725	0		23,725	70			
71	<b>TOTAL INTERGOVERNMENTAL (Sum of lines 33, 60, and 70)</b>	38,631	422,394	0	0	0	0	461,025	0		461,025	71			
72	<b>Section E - CHARGES FOR FEES AND SERVICE</b>											72			
73	Water							0	611,146	A91	611,146	73			
74	Sewer							0	590,043	A80	590,043	74			
75	Electric							0		A92	0	75			
76	Gas							0		A93	0	76			
77	Parking							0		A60	0	77			
78	Airport							0		A01	0	78			
79	Landfill/garbage							0		A81	0	79			
80	Hospital							0		A36	0	80			

Part I	REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2016 -- Continued						CITY OF POLK CITY						<input checked="" type="checkbox"/> GAAP		<input type="checkbox"/> NON-GAAP = CASH BASIS	
Line No.	Item description	General	Special revenue	TIF special revenue	Debt service	Capital projects	Permanent	Total governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Code	GRAND TOTAL (Sum of cols. (g) and (h)) (i)	Line No.				
		(a)	(b)	(c)	(d)	(e)	(f)									
81	<b>Section E - CHARGES FOR FEES AND SERVICE - Continued</b>											81				
82	Transit							0		A94	0	82				
83	Cable TV							0		T15	0	83				
84	Internet							0		A03	0	84				
85	Telephone							0		A03	0	85				
86	Housing authority							0		A50	0	86				
87	Storm water							0		A80	0	87				
88	Other:											88				
89	Nursing home							0		A89	0	89				
90	Police service fees	20,309						20,309		A89	20,309	90				
91	Prisoner care							0		A89	0	91				
92	Fire service charges							0		A89	0	92				
93	Ambulance charges	146,796						146,796		A89	146,796	93				
94	Sidewalk street repair charges							0		A44	0	94				
95	Housing and urban renewal charges	128,998						128,998		A50	128,998	95				
96	River port and terminal fees							0		A87	0	96				
97	Public scales							0		A89	0	97				
98	Cemetery charges							0		A03	0	98				
99	Library charges	3,429						3,429		A89	3,429	99				
100	Park, recreation, and cultural charges	26,185						26,185		A61	26,185	100				
101	Animal control charges							775		A89	775	101				
102	Other charges - Specify	40,010						40,010	31,629		71,639	102				
103								0			0	103				
104	<b>TOTAL CHARGES FOR SERVICE</b>	366,502	0	0	0	0	0	366,502	1,232,818		1,599,320	104				
105												105				
106	<b>Section F - SPECIAL ASSESSMENTS</b>	561						561	10,411	U01	10,972	106				
107	<b>Section G - MISCELLANEOUS</b>											107				
108	Contributions	14,682						14,682		U99	14,682	108				
109	Deposits and sales/fuel tax refunds							0		U99	0	109				
110	Sale of property and merchandise							0		U11	0	110				
111	Fines	14,837						14,837		U30	14,837	111				
112	Internal service charges							0		NR	0	112				
113	Other miscellaneous - Specify							0			0	113				
114								0			0	114				
115								0			0	115				
116								0			0	116				
117								0			0	117				
118								0			0	118				
119								0			0	119				
120	<b>TOTAL MISCELLANEOUS</b>	29,519	0	0	0	0	0	29,519	0		29,519	120				

Part I		REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2016 -- Continued					CITY OF POLK CITY					<input checked="" type="checkbox"/> GAAP		<input type="checkbox"/> NON-GAAP = CASH BASIS	
Line No.	Item description	General	Special revenue	TIF special revenue	Debt service	Capital projects	Permanent	Total governmental (Sum of cols. (a) through (f))	Proprietary	Code	GRAND TOTAL (Sum of cols. (g) and (h))	Line No.			
		(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)		(i)				
121	<b>TOTAL ALL REVENUES (Sum of lines 6, 7, 15,16,22 71, 104, 106, and 120)</b>	5,662,733	422,394	377,306	0	0	0	6,462,433	1,250,225		7,712,658	121			
122												122			
123	<b>Section H - OTHER FINANCING SOURCES</b>											123			
124	Proceeds of capital asset sales	6,964						6,964		NR	6,964	124			
125	Proceeds of long-term debt (Excluding TIF internal borrowing)							0		NR	0	125			
126	Proceeds of anticipatory warrants or other short-term debt							0		A89	0	126			
127	Regular transfers in and interfund loans				271,892	2,334,811		2,606,703			2,606,703	127			
128	Internal TIF loans and transfers in							0			0	128			
129								0			0	129			
130								0			0	130			
131	<b>TOTAL OTHER FINANCING SOURCES</b>	6,964	0	0	271,892	2,334,811	0	2,613,667	0		2,613,667	131			
132	<b>TOTAL REVENUES except for beginning balances (Sum of lines 121 and 131)</b>	5,669,697	422,394	377,306	271,892	2,334,811	0	9,076,100	1,250,225		10,326,325	132			
133												133			
134	<b>Beginning fund balance July 1, 2015</b>	3,782,893	179,721	1,383,908	-134,497	-847,463		4,364,562	393,905		4,758,467	134			
135												135			
136	<b>TOTAL REVENUES AND OTHER FINANCING SOURCES (Sum of lines 132 and 134)</b>	9,452,590	602,115	1,761,214	137,395	1,487,348	0	13,440,662	1,644,130		15,084,792	136			
137												137			
138												138			
139												139			
140												140			
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Part II		EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2016					CITY OF POLK CITY		<input checked="" type="checkbox"/> GAAP		<input type="checkbox"/> NON-GAAP = CASH BASIS	
Line No.	Item description	General (a)	Special revenue (b)	TIF special revenue (c)	Debt service (d)	Capital projects (e)	Permanent (f)	Total governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Code	GRAND TOTAL (Sum of col. (g)) (i)	Line No.
1	<b>Section A — PUBLIC SAFETY</b>											1
2	Police department/Crime prevention — Current operation	643,613						643,613		E62	643,613	2
3	Purchase of land and equipment							0		G62	0	3
4	Construction							0		F62	0	4
5	Jail — Current operation							0		E04	0	5
6	Purchase of land and equipment							0		G04	0	6
7	Construction							0		F04	0	7
8	Emergency management — Current operation	6,436						6,436		E89	6,436	8
9	Purchase of land and equipment							0		G89	0	9
10	Flood control — Current operation							0		E59	0	10
11	Purchase of land and equipment							0		G59	0	11
12	Construction							0		F59	0	12
13	Fire department — Current operation	465,724						465,724		E24	465,724	13
14	Purchase of land and equipment							0		G24	0	14
15	Construction							0		F24	0	15
16	Ambulance — Current operation							0		E32	0	16
17	Purchase of land and equipment							0		G32	0	17
18	Building inspections — Current operation	327,499						327,499		E66	327,499	18
19	Purchase of land and equipment							0		G66	0	19
20	Construction							0		F66	0	20
21	Miscellaneous protective services — Current operation							0		E66	0	21
22	Purchase of land and equipment							0		G66	0	22
23	Construction							0		F66	0	23
24	Animal control — Current operation	312						312		E32	312	24
25	Purchase of land and equipment							0		G32	0	25
26	Construction							0		F32	0	26
27	Other public safety — Current operation							0		E89	0	27
28	Purchase of land and equipment							0		G89	0	28
29								0			0	29
30								0			0	30
31								0			0	31
32								0			0	32
33								0			0	33
34								0			0	34
35								0			0	35
36								0			0	36
37								0			0	37
38								0			0	38
39								0			0	39
40	<b>TOTAL PUBLIC SAFETY</b>	<b>1,443,584</b>	<b>0</b>					<b>0</b>	<b>0</b>		<b>1,443,584</b>	<b>40</b>

Part II		EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2016 -- Continued					CITY OF POLK CITY		<input checked="" type="checkbox"/> GAAP		<input type="checkbox"/> NON-GAAP = CASH BASIS	
Line No.	Item description	General (a)	Special revenue (b)	TIF special revenue (c)	Debt service (d)	Capital projects (e)	Permanent (f)	Total governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Code	GRAND TOTAL (Sum of col. (g)) (i)	Line No.
41	<b>Section B -- PUBLIC WORKS</b>											41
42	Roads, bridges, sidewalks -- Current operation	149,998	347,488					497,486		E44	497,486	42
43	Purchase of land and equipment							0		G44	0	43
44	Construction							0		F44	0	44
45	Parking meter and off-street -- Current operation							0		E60	0	45
46	Purchase of land and equipment							0		G60	0	46
47	Construction							0		F60	0	47
48	Street lighting -- Current operation	60,372						60,372		E44	60,372	48
49	Traffic control safety -- Current operation							0		E44	0	49
50	Purchase of land and equipment							0		G44	0	50
51	Construction							0		F44	0	51
52	Snow removal -- Current operation							0		E44	0	52
53	Purchase of land and equipment							0		G44	0	53
54	Highway engineering -- Current operation							0		E44	0	54
55	Purchase of land and equipment							0		G44	0	55
56	Construction							0		F44	0	56
57	Street cleaning -- Current operation							0		E81	0	57
58	Purchase of land and equipment							0		G81	0	58
59	Airport (if not an enterprise) -- Current operation							0		E01	0	59
60	Purchase of land and equipment							0		G01	0	60
61	Construction							0		F01	0	61
62	Garbage (if not an enterprise) -- Current operation							0		E81	0	62
63	Purchase of land and equipment							0		G81	0	63
64	Construction							0		F81	0	64
65	Other public works -- Current operation	16,684						16,684		E89	16,684	65
66	Purchase of land and equipment							0		G89	0	66
67	Construction							0		F89	0	67
68								0			0	68
69								0			0	69
70								0			0	70
71								0			0	71
72								0			0	72
73								0			0	73
74								0			0	74
75								0			0	75
76								0			0	76
77								0			0	77
78								0			0	78
79								0			0	79
80	<b>TOTAL PUBLIC WORKS</b>	227,054	347,488		0	0	0	574,542			574,542	80

Part II		EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2016 -- Continued					CITY OF POLK CITY		<input checked="" type="checkbox"/> GAAP		<input type="checkbox"/> NON-GAAP = CASH BASIS	
Line No.	Item description	General (a)	Special revenue (b)	TIF special revenue (c)	Debt service (d)	Capital projects (e)	Permanent (f)	Total governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Code	GRAND TOTAL (Sum of col. (g)) (i)	Line No.
81	<b>Section C — HEALTH AND SOCIAL SERVICES</b>											81
82	Welfare assistance — Current operation							0		E79	0	82
83	Purchase of land and equipment							0		G79	0	83
84	City hospital — Current operation							0		E36	0	84
85	Purchase of land and equipment							0		G36	0	85
86	Construction							0		F36	0	86
87	Payments to private hospitals — Current operation							0		E36	0	87
88	Health regulation and inspections — Current operation							0		E32	0	88
89	Purchase of land and equipment							0		G32	0	89
90	Construction							0		F32	0	90
91	Water, air, and mosquito control — Current operation	111						111		E32	111	91
92	Purchase of land and equipment							0		G32	0	92
93	Construction							0		F32	0	93
94	Community mental health — Current operation							0		E32	0	94
95	Purchase of land and equipment							0		G32	0	95
96	Construction							0		F32	0	96
97	Other health and social services — Current operation							0		E79	0	97
98	Purchase of land and equipment							0		G79	0	98
99	Construction							0		F79	0	99
100								0			0	100
101								0			0	101
102								0			0	102
103	<b>TOTAL HEALTH AND SOCIAL SERVICES</b>	111	0					111			111	103
104												104
105												105
106												106
107												107
108												108
109												109
110												110
111												111
112												112
113												113
114												114
115												115
116												116
117												117
118												118
119												119
120												120

Part II		EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2016 – Continued					CITY OF POLK CITY		<input checked="" type="checkbox"/> GAAP		<input type="checkbox"/> NON-GAAP = CASH BASIS	
Line No.	Item description	General (a)	Special revenue (b)	TIF special revenue (c)	Debt service (d)	Capital projects (e)	Permanent (f)	Total governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Code	GRAND TOTAL (Sum of col. (g)) (i)	Line No.
121	<b>Section D — CULTURE AND RECREATION</b>											121
122	Library services — Current operation	265,793						265,793		E52	265,793	122
123	Purchase of land and equipment							0		G52	0	123
124	Construction							0		F52	0	124
125	Museum, band, theater — Current operation							0		E61	0	125
126	Purchase of land and equipment							0		G61	0	126
127	Parks — Current operation	223,618						223,618		E61	223,618	127
128	Purchase of land and equipment							0		G61	0	128
129	Construction							0		F61	0	129
130	Recreation — Current operation							0		E61	0	130
131	Purchase of land and equipment							0		G61	0	131
132	Construction							0		F61	0	132
133	Cemetery — Current operation							0		E03	0	133
134	Purchase of land and equipment							0		G03	0	134
135	Community center, zoo, marina, and auditorium	12,303						12,303		E61	12,303	135
136	Other culture and recreation							0		E61	0	136
137	Purchase of land and equipment							0		G61	0	137
138	Construction							0		F61	0	138
139	<b>TOTAL CULTURE AND RECREATION</b>	501,714	0				0	501,714			501,714	139
140	<b>Section E — COMMUNITY AND ECONOMIC DEVELOPMENT</b>											140
141	Community beautification — Current operation							0		E89	0	141
142	Purchase of land and equipment							0		G89	0	142
143	Economic development — Current operation	125,000						125,000		E89	125,000	143
144	Purchase of land and equipment							0		G89	0	144
145	Housing and urban renewal — Current operation							0		E50	0	145
146	Purchase of land and equipment							0		G50	0	146
147	Construction							0		F50	0	147
148	Planning and zoning — Current operation							0		E29	0	148
149	Purchase of land and equipment							0		G29	0	149
150	Other community and economic development — Current operation			6,745				6,745		E89	6,745	150
151	Purchase of land and equipment							0		G89	0	151
152	Construction							0		F89	0	152
153	TIF Rebates			359,125				359,125		E89	359,125	153
154	<b>TOTAL COMMUNITY AND ECONOMIC DEVELOPMENT</b>	125,000	0	365,870	0	0	0	490,870			490,870	154
155												155
156												156
157												157
158												158

TIF Rebates are expended out of the TIF Special Revenue Fund within the Community and Economic Development program's activity "Other"

Part II EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2016 - Continued CITY OF POLK CITY

GAAP  NON-GAAP = CASH BASIS

Line No.	Item description	General (a)	Special revenue (b)	TIF special revenue (c)	Debt service (d)	Capital projects (e)	Permanent (f)	Total governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Code	GRAND TOTAL (Sum of col. (g)) (i)	Line No.
159	<b>Section F — GENERAL GOVERNMENT</b>							203,904			203,904	159
160	Mayor, council and city manager — Current operation	203,904										160
161	Purchase of land and equipment							0			0	161
162	Clerk, Treasurer, financial administration — Current operation	413,608						413,608			413,608	162
163	Purchase of land and equipment							0			0	163
164	Elections — Current operation	1,602						1,602			1,602	164
165	Purchase of land and equipment							0			0	165
166	Legal services and city attorney — Current operation	60,882						60,882			60,882	166
167	Purchase of land and equipment							0			0	167
168	City hall and general buildings — Current operation	107,208						107,208			107,208	168
169	Purchase of land and equipment							0			0	169
170	Construction							0			0	170
171	Tort liability — Current operation							0			0	171
172	Other general government — Current operation	60,859						60,859			60,859	172
173	Purchase of land and equipment							0			0	173
174								0			0	174
175								0			0	175
176	<b>TOTAL GENERAL GOVERNMENT</b>	848,063	0	0	0	0	0	848,063			848,063	176
177	<b>Section G — DEBT SERVICE</b>				137,395			137,395			137,395	177
178								0			0	178
179								0			0	179
180								0			0	180
181								0			0	181
182	<b>TOTAL DEBT SERVICE</b>	0	0	0	137,395	0	0	137,395			137,395	182
183	<b>Section H — REGULAR CAPITAL PROJECTS — Specify</b>					1,450,384		1,450,384			1,450,384	183
184								0			0	184
185								0			0	185
186								0			0	186
187	<b>Subtotal Regular Capital Projects</b>	0	0	0	0	1,450,384	0	1,450,384			1,450,384	187
188	<b>— TIF CAPITAL PROJECTS — Specify</b>							0			0	188
189								0			0	189
190								0			0	190
191								0			0	191
192	<b>Subtotal TIF Capital Projects</b>	0	0	0	0	0	0	0			0	192
193	<b>TOTAL CAPITAL PROJECTS</b>	0	0	0	0	1,450,384	0	1,450,384			1,450,384	193
194	<b>TOTAL GOVERNMENTAL ACTIVITIES EXPENDITURES</b>	3,145,526	347,488	365,870	137,395	1,450,384	0	5,446,663			5,446,663	194
195	(Sum of lines 40, 80, 103, 139, 154, 176, 182, 193)											195
196												196

Part II		EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2016 -- Continued					CITY OF POLK CITY		<input checked="" type="checkbox"/> GAAP		<input type="checkbox"/> NON-GAAP = CASH BASIS	
Line No.	Item description	General (a)	Special revenue (b)	TIF Special revenue (c)	Debt service (d)	Capital projects (e)	Permanent Fund (f)	Total current governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Code	GRAND TOTAL (Sum of col. (h)) (i)	Line No.
197	<b>Section I — BUSINESS TYPE ACTIVITIES</b>											197
198	Water — Current operation							676,504	E91	676,504		198
199	Purchase of land and equipment								G91	0		199
200	Construction								F91	0		200
201	Sewer and sewage disposal — Current operation							614,973	E80	614,973		201
202	Purchase of land and equipment								G80	0		202
203	Construction								F80	0		203
204	Electric — Current operation								E92	0		204
205	Purchase of land and equipment								G92	0		205
206	Construction								F92	0		206
207	Gas Utility — Current operation								E93	0		207
208	Purchase of land and equipment								G93	0		208
209	Construction								F93	0		209
210	Parking — Current operation								E60	0		210
211	Purchase of land and equipment								G60	0		211
212	Construction								F60	0		212
213	Airport — Current operation								E01	0		213
214	Purchase of land and equipment								G01	0		214
215	Construction								F01	0		215
216	Landfill/Garbage — Current operation								E81	0		216
217	Purchase of land and equipment								G81	0		217
218	Construction								F81	0		218
219	Hospital — Current operation								E36	0		219
220	Purchase of land and equipment								G36	0		220
221	Construction								F36	0		221
222	Transit — Current operation								E94	0		222
223	Purchase of land and equipment								G94	0		223
224	Construction								F94	0		224
225	Cable TV, telephone, Internet — Current operation								E03	0		225
226	Purchase of land and equipment								G03	0		226
227	Housing authority — Current operation								E50	0		227
228	Purchase of land and equipment								G50	0		228
229	Construction								F50	0		229
230	Storm water — Current operation								E80	0		230
231	Purchase of land and equipment								G80	0		231
232	Construction								F80	0		232
233												233
234												234
235												235
236												236

Part II		EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2016 – Continued					CITY OF POLK CITY		<input checked="" type="checkbox"/> GAAP		<input type="checkbox"/> NON-GAAP = CASH BASIS	
Line No.	Item description	General (a)	Special revenue (b)	TIF special revenue (c)	Debt service (d)	Capital projects (e)	Permanent (f)	Total governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Code	GRAND TOTAL (Sum of cols. (g) and (h)) (i)	Line No.
237	<b>Section I — BUSINESS TYPE ACTIVITIES — Cont.</b>											237
238	Other business type — Current operation									E89	0	238
239	Purchase of land and equipment									G89	0	239
240	Construction									F89	0	240
241												241
242	Enterprise Debt Service										0	242
243	Enterprise Capital Projects										0	243
244	Enterprise TIF Capital Projects										0	244
245	Internal service funds — Specify											245
246											0	246
247											0	247
248											0	248
249											0	249
250											0	250
251	<b>TOTAL BUSINESS TYPE ACTIVITIES</b>								1,291,477		1,291,477	251
252												252
253	<b>TOTAL EXPENDITURES (Sum of lines 194 and 251)</b>	3,145,526	347,488	365,870	137,395	1,450,384	0	5,446,663	1,291,477		6,738,140	253
254	<b>Section J — OTHER FINANCING USES INCLUDING TRANSFERS OUT</b>									NE		254
255	Regular transfers out	2,606,703						2,606,703			2,606,703	255
256	Internal TIF loans/repayments and transfers out							0			0	256
257								0			0	257
258	<b>TOTAL OTHER FINANCING USES</b>	2,606,703	0	0	0	0	0	2,606,703	0		2,606,703	258
259	<b>TOTAL EXPENDITURES AND OTHER FINANCING USES (Sum of lines 253 and 258)</b>	5,752,229	347,488	365,870	137,395	1,450,384	0	8,053,366	1,291,477		9,344,843	259
260												260
261	<b>Ending fund balance June 30, 2016:</b>											261
262	<b>Governmental:</b>											262
263	<b>Nonspendable</b>							0			0	263
264	<b>Restricted</b>		254,627	1,395,344				1,649,971			1,649,971	264
265	<b>Committed</b>					36,964		36,964			36,964	265
266	<b>Assigned</b>							0			0	266
267	<b>Unassigned</b>	3,700,361						3,700,361			3,700,361	267
268	<b>Total Governmental</b>	3,700,361	254,627	1,395,344	0	36,964	0	5,387,296			5,387,296	268
269	<b>Proprietary</b>								352,653		352,653	269
270	<b>Total ending fund balance June 30, 2016</b>	3,700,361	254,627	1,395,344	0	36,964	0	5,387,296	352,653		5,739,949	270
271	<b>TOTAL REQUIREMENTS (Sum of lines 259 and 270)</b>	9,452,590	602,115	1,761,214	137,395	1,487,348	0	13,440,662	1,644,130		15,084,792	271
272												272

Cell: B36

Comment: Report amounts legally required to be maintained intact such as permanent funds and amounts not in a spendable form such as inventories and prepaids.

Cell: B37

Comment:

Report balances which are restricted by law, grantors or enabling legislation. Examples include road use tax, special levies (insurance, employee benefits, debt service, etc.), local option sales tax, TIF, unspent debt proceeds.

Cell: B38

Comment: Amounts that can only be used for specific purposes established by formal action of the City Council taken prior to the end of the fiscal year (the amount may be determined in the subsequent period).

Examples: Through formal action the Council commits a portion of the General Fund for a future project, the amount would be reported as committed in the General Fund.

Likewise, if the City transferred the committed funds to the Capital Project Fund, the amount would be reported as committed in the Capital Project Fund.

Cell: B39

Comment: Amounts which are constrained by the City's intent to be used for specific purposes which are neither restricted or committed. Intent should be expressed by the City Council or an individual or committee the City Council has delegated the authority to. Assigned funds should NOT be reported if they result in a deficit in the unassigned balance.

Cell: B40

Comment: Remaining or residual classification for the General Fund.

Deficit balances in funds other than the General Fund should be reported as unassigned.

**Part III**

**INTERGOVERNMENTAL EXPENDITURES**

CITY OF POLK CITY

Please report below expenditures made to the State or to other local governments on a reimbursement or cost sharing basis. Include these expenditures in part II. Enter amount, omit cents.

Purpose	Amount paid to other local governments
Correction.....	M05 \$
Health.....	M32
Highways.....	M44
Transit subsidies.....	M94
Libraries.....	M52
Police protection.....	M62
Sewerage.....	M80
Sanitation.....	M81
All other.....	M89 \$

Purpose	Amount paid to State
Highways.....	L44 \$
All other.....	L89 \$

**Part IV**

**SALARIES AND WAGES**

Report here the total salaries and wages paid to all employees of your government before deductions of social security, retirement, etc. Include also salaries and wages paid to employees of any utility owned and operated by your government, as well as salaries and wages of municipal employees charged to construction projects.

Total salaries and wages paid.....	Amount - Omit cents	
	Z00 \$	
		1,364,740

**Part V**

**DEBT OUTSTANDING, ISSUED, AND RETIRED**

A. Long-term debt	Purpose	Debt outstanding JULY 1, 2015 (a)	Debt during the fiscal year		Debt Outstanding JUNE 30, 2016				Interest paid this year (h)
			Issued (b)	Retired (c)	General obligation (d)	TIF revenue (e)	Revenue (f)	Other (g)	
1. Water utility	19U	\$	29U	39U	49U	49U	49U	49U	191
2. Sewer utility	19U	29U	39U	49U	1,505,000	49U	49U	49U	189
3. Electric utility	19U	29U	39U	49U	49U	49U	49U	49U	192
4. Gas utility	19U	29U	39U	49U	49U	49U	49U	49U	193
5. Transit-bus	19U	29U	39U	49U	49U	49U	49U	49U	194
6. Industrial Revenue	19T	24T	34T		44T	44T			189
7. Mortgage revenue	19T	24T	34T		44T	44T			189
8. TIF revenue	19U	29U	39U	49U	49U	49U	49U	49U	189
9. Other-Specify	19U	29U	39U	49U	49U	49U	49U	49U	189
10.	19U	29U	39U	49U	49U	49U	49U	49U	189
11.	19U	29U	39U	49U	49U	49U	49U	49U	189
12.	19U	29U	39U	49U	49U	49U	49U	49U	189
13.	19U	29U	39U	49U	49U	49U	49U	49U	189
14.	19U	29U	39U	49U	49U	49U	49U	49U	189
<b>Total long-term debt</b>		0	0	0	1,505,000	0	0	0	32,395

**B. Short-term debt**

Outstanding as of	Amount - Omit cents	
	61V \$	64V \$
Outstanding as of JULY 1, 2015		
Outstanding as of JUNE 30, 2016		

**Part VI**

**DEBT LIMITATION FOR GENERAL OBLIGATION BONDS**

Assessed Valuations by Levy Authority and County, AY2014/FY2016  
Actual valuation -- January 1, 2014

Amount - Omit cents	
\$	307,569,699
x .05 = \$	15,378,485

**Part VII**

**CASH AND INVESTMENT ASSETS AS OF JUNE 30, 2016**

Type of asset	Amount - Omit cents				Total (e)
	Bond and interest funds (a)	Bond construction funds (b)	Pension/retirement funds (c)	all other funds (d)	
<b>Cash and investments</b> - Include cash on hand, CD's, time, checking and savings deposits, Federal securities, Federal agency securities, State and local government securities, and all other securities. Exclude value of real property.	W01	W31		W61	
	\$	\$		5,739,949	5,739,949

REMARKS

V98

# Polk City Water Department

## Monthly Report

Month Oct

Year 2016

Total Water Pumped 10652100 Gallons  
Monthly Daily Avg 343616 Gallons

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### Testing Results

- SDWA Bacteriological Coliform Analysis absent University Hygienic Lab.  
Fecal Coliform Analysis- Sample incubated 35c for 48 hrs then examine for gas production.  
Gas production verifies presence of fecal coliform organisms.
- Fluoride Analysis .9 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 .71 mg/l Polk City Lab.  
Fluoride in System- Monthly Average .68 mg/l Polk City Lab.
- Chlorine Free At Plant- Monthly Average 1.53 mg/l Polk City Lab.  
Chlorine Total at plant- Monthly Average 2.76 mg/l Polk City Lab.  
Chlorine Free in System- Monthly Average .84 mg/l Polk City Lab.  
Chlorine Total in System- Monthly Average 1.06 mg/l Polk City Lab.  
Chlorine requirement is the quantity of chlorine that must be added to H2O to achieve complete disinfection of pathogens and protozoa. Chlorine residuals will vary widely depending on organic loading. We also use chlorine to oxidize iron prior to filtration.
- Iron Raw Water- Monthly Average 5.81 mg/l Polk City Lab.  
Iron Finish Water- Monthly Average .03 mg/l Polk City Lab.  
Iron System Water- Monthly Average .02 mg/l Polk City Lab.  
Iron occurs in rocks and minerals in the earth's crust. It's the 4<sup>th</sup> most abundant element respectively. Iron has no effect on human health; its main objection is aesthetics. Concentrations of Iron in finish H2O should be between 0.03-0.06mg/l.
- Manganese Raw Water- Monthly Average .26 mg/l Polk City Lab.  
Manganese Finish Water- Monthly Average .16 mg/l Polk City Lab.  
Manganese System Water- Monthly Average .07 mg/l Polk City Lab.  
Manganese also occurs in rocks and the earth's crust. It is the 7<sup>th</sup> most abundant element. Manganese is extremely difficult to remove. Concentrations of Manganese in finish H2O should not exceed 0.05mg/l or black staining of plumbing fixtures may occur. No effect on human health.
- pH Raw Water Monthly Average 7.7 mg/l Polk City Lab.  
pH Finish Water-Monthly Average 7.6 mg/l Polk City Lab.  
pH System Water- Monthly Average 8.4 mg/l Polk City Lab.  
pH scale ranges from 0-14 with 7 being considered neutral. Below 7 becomes corrosive to plumbing, above 7 tends to deposit minerals in plumbing. We add caustic soda to maintain proper pH, which should range between 7.5-7.9 in finish water.

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

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

Minutes of the Meeting of  
The Polk City Community Library Board of Trustees  
October 3, 2016

- I. The Meeting was called to Order by Mike Miller at 7:04 p.m.  
Board Members Present: Angel Nelson, Mandy Vogel, Mike Miller, Bob Wright  
Board Members Absent: Corey Hoodjer  
Library Director Present: Kim Kellogg  
City Council Liaison Present: 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 September 1, 2016.
- IV. Communication from the Public: None
- V. Director's Report:  
Library Director Kellogg reported that:
  1. County check was received for \$1,449.00
  2. Quilts of Valor – Library will be a co-host, event will be at Methodist Church November 6.
  3. Meetings have been held with City regarding budget, another meeting will be held next week.
  4. Bid for blinds was received, will cost \$963 with shipping & installation. Upon a Motion properly made and seconded, it was voted unanimously to approve the purchase and installation of blinds for \$963.
  5. Will be hosting Library Director's Roundtable October 20
- VI. City Council Liaison Report:  
Councilman Lane reported that:
  1. 2016 Street Repair Project is on track
  2. Scheduled public hearing for re-zoning of land near Polk County Heating & Cooling
  3. Annexed 66 acres north of Hugg Dr., 59 acres re-zoned to residential

4. Approved site plan for “The Stop at Broadway”
5. Discussions have been held regarding the Pine Ridge Entrance.

VII. New Business:

1. Reviewed October work schedule, September expenditures
2. Policy Review – Interlibrary Loan Policy – Tabled until next meeting
3. Geocaching – Some libraries have begun setting up geocaching within the library. Upon a Motion properly made and seconded, it was voted unanimously to approve a geocache inside the Polk City Library.

VIII. Old Business: None

IX. Board Member Reports: None

- X. Upon a Motion properly made and seconded, it was voted to adjourn the Meeting at 7:38 p.m.

Next Meeting: November 7, 2016, at 7:00 p.m.

Respectfully Submitted,

Mandy Vogel, Secretary

LIBRARY - OCTOBER 2016 STATS SNAPSHOT				
Total Visitors	1,898			
People Checking Out	343			
Polk City Cardholders	300			
Polk City Checkouts	2761			
Open Access Cardholders	26			
Open Access Checkouts	173			
Rural Cardholders	17			
Rural Checkouts	287			
Total Checkouts	3221			
Bridges E-book/Audiobook Checkouts	237			
Incoming ILL Books	46			
Outgoing ILL Books	28			
Reserves Placed	144			
Materials Added	202			
Materials Withdrawn	51			
New Cards Issued	20			
Computer Users	69			
WiFi Users (on site)	85			
Reference Questions	197			
AWE Station Usage	217			
AWE Games Played	189			
Adult Programs	19			
Adult Program Attendance	132			
Youth Programs	13			
Youth Program Attendance	387			
No. of Meeting Room Uses by Outside Groups	1			
Patron Savings	\$46,027.38			



## October 2016 PCPD Report



October was a busy month for PCPD. There were several community events that took place. Lieutenant Bjornson spent time with several classes at the elementary school talk with the students about Halloween Safety. The students were given safety tips and other handouts.

PCPD Officers were also out and about for beggar's night making sure that the trick or treaters were safe. Officers spent time visiting with children as they made their way through the neighborhoods. Officers also distributed candy from their patrol cars.

On November 30<sup>th</sup>, the police and fire department hosted the annual Fall Festival. Hundreds of children and their parents came to play games, eat food and interact with the police officers and fire fighters. This is a great event that attendees told

me they look forward to every year. There were games, prizes, candy and even a bounce house for the kids to enjoy.



Lt. Bjornson attended a one day training session for TRACS, the PCPD report writing software. This is an annual training and update that many agencies throughout the state attend. TRACS is administered by the Iowa DOT and utilized by almost all of the police agencies in Iowa. This event was held in Ames on October 13<sup>th</sup>. Chief Kendig attended the International Association of Chiefs of Police Conference on October 15<sup>th</sup> through the 18<sup>th</sup>. This is the largest law enforcement conference in the world, with approximately 18,000 attendees. Chief Kendig attended many classes while there. These types of events are very productive as they offer training several training opportunities all in one venue. This is an effective and efficient manner in which to receive a large volume of training and information at one location in a limited amount of time.



Polk City Police Department  
Calls for Service/Activity Report

11/9/2016

2016

Incident Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Monthly Avg	YTD Total
Administrative Complaint	0	0	0	0	0	0	0	0	0	0				0
Alcohol Driving Violation (Juvenile)	0	0	0	0	0	0	2	0	0	0				2
Animal Bite	0	0	0	0	1	1	1	0	1	0				4
Animal Complaint	4	4	3	5	13	13	9	4	8	2				65
Arrest (Other)	0	0	0	0	0	1	0	0	0	0				1
Arson	0	0	0	0	0	0	0	0	0	0				0
Assault	2	1	0	1	0	1	0	2	0	2				9
Assisting Fire Dept/Rescue	20	16	21	14	22	16	11	15	17	6				158
Assisting Law Enforcement Agency	5	7	3	11	17	23	26	13	9	9				123
Assisting Public	41	49	44	42	57	52	53	43	50	41				472
Attempted Suicide	0	2	1	0	0	1	0	1	2	1				8
Burglary	2	1	0	4	0	0	6	7	3	4				27
Civil Dispute	1	1	0	6	3	1	1	0	1	0				14
Community Room Scheduling	6	0	7	2	4	4	3	4	1	2				33
Complaint of Snowmobile	0	0	0	0	0	0	0	0	0	0				0
Criminal Mischief	2	2	0	5	4	1	2	3	0	3				22
Criminal Trespass	1	1	1	1	0	2	0	1	3	0				10
Death Investigation	0	0	0	0	0	0	0	0	0	0				0
Disturbing the Peace	0	4	1	6	6	7	7	8	3	7				49
Domestic Assault	0	0	1	0	1	0	0	0	1	0				3
Domestic Quarrel	0	2	2	6	6	6	2	3	3	2				32
Driving While Intoxicated	0	0	1	1	0	1	1	1	1	0				6
Fight	0	0	0	0	0	0	0	0	0	0				0
Found Property	1	0	5	6	4	5	17	5	5	3				51
Fraud	2	0	2	0	0	2	4	2	1	2				15
Gambling Permit Violation	0	0	0	0	0	0	0	0	0	0				0
Harassment	4	0	9	2	1	0	1	2	2	1				22
Illegal Burning	0	0	1	0	0	0	0	0	0	0				1
Illegal Parking	2	4	22	5	10	6	2	3	7	12				73
Impounded Animal	1	1	0	1	0	4	3	1	0	0				11
Incomplete 911 Call	0	0	2	3	1	1	0	2	2	0				11
Indecent Exposure	0	0	0	0	0	0	0	0	0	0				0
Loitering	0	0	0	0	0	0	0	0	0	0				0
Mental Subject	0	0	0	0	0	1	0	0	1	0				2
Missing Person	0	0	4	1	2	0	0	1	1	0				9
Narcotics Investigation	3	0	0	1	2	0	0	1	0	1				8
Open Door	2	1	2	1	2	8	2	2	3	0				23
Peddling Permit Violation	0	0	0	0	0	0	0	0	0	0				0
Possession of Alcohol/Tobacco by Minor	1	0	0	0	4	0	0	3	0	0				8
Prowler	0	0	0	0	0	0	0	0	0	0				0

Incident Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Monthly Avg	YTD Total
Public Intoxication	0	0	1	0	0	1	2	0	0	0				4
Records Check	13	8	10	9	21	37	0	4	9	16				127
Residential or Commercial Alarm	7	6	5	5	4	4	6	4	3	3				47
Serving Search Warrant	0	0	0	0	0	0	0	0	0	0				0
Suicide	0	1	1	1	0	0	0	0	1	0				4
Supplying Alcohol to a Minor	0	0	0	0	0	0	0	0	0	0				0
Suspicious Person	8	3	14	7	12	21	16	7	12	14				114
Theft	2	1	4	5	4	2	2	14	3	3				40
Traffic Arrest	0	1	4	0	2	2	4	3	2	1				19
Traffic Citations/Warnings	58	49	29	29	72	64	85	42	57	77				58
Vehicle (Abandoned)	0	2	2	0	1	0	0	0	0	1				6
Vehicle (Disabled)	17	3	8	9	11	14	12	11	9	12				106
Vehicle (Impounded)	1	0	0	0	0	1	1	0	0	1				4
Vehicle (Obsolete)	0	0	0	0	0	0	0	0	0	0				0
Vehicle (Suspicious)	14	12	13	8	10	12	12	9	24	10				124
Vehicle Crash (Hit & Run)	0	0	0	0	0	0	0	1	0	0				1
Vehicle Crash (Personal Injury)	1	3	0	0	0	0	0	0	0	0				4
Vehicle Crash (Property Damage)	2	0	3	2	3	1	1	4	6	6				28
Violation of Court Order	0	0	0	0	0	0	0	0	0	0				0
Warrant Arrest	1	2	0	0	0	0	0	0	0	0				3
Welfare Check	2	0	2	3	1	6	5	4	4	1				28
<b>Monthly Totals:</b>	<b>226</b>	<b>187</b>	<b>228</b>	<b>202</b>	<b>301</b>	<b>322</b>	<b>299</b>	<b>230</b>	<b>255</b>	<b>243</b>	<b>0</b>	<b>0</b>		
<b>Year to Date Total:</b>														<b>1961</b>

Note: Numbers in green indicate above average activity for that category in that month



# Polk City Fire Department



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

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November 9<sup>th</sup>, 2016

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

- POC Firefighter/Paramedic Doug Tripple has submitted his resignation to the department effective October 22<sup>nd</sup>, 2016. His resignation letter is attached.
- Due to Mike Bernard stepping down from his position as Captain, his new position is Senior Firefighter/Medic and his new hourly rate will be \$18.83 and his POC rate will be \$15.50. Mike also no longer receives a monthly officer pay.
- Paramedic/Firefighter Rich Davis has been promoted to Lieutenant pending council approval. His new hourly rate will be \$19.38 and his POC rate will be \$16.50. His monthly officer pay will be \$75.00.
- Lieutenant David Bush has been promoted to Captain pending council approval. There is no change to his hourly or POC rate. His new monthly officer pay will be \$125.00.
- Firefighter Craig Sosby has successfully completed his EMT training. His new hourly rate will be \$13.46 and his POC rate will be \$13.00. Craig is also now working regular part time hours which makes him eligible for IPERS.
- The department has offered Part Time/POC conditional employment to the following individuals pending council approval and completion of the physical exam. All will be working regular part time hours which makes them eligible for IPERS. All applicants have background checks completed and their applications are attached.
  - Taylor Brainard, Paramedic/Firefighter – Hourly \$17.17, POC \$15.00
  - Jobe Shannon, Paramedic/Firefighter – Hourly \$17.72, POC \$15.00
  - Joel Sowieja, Paramedic/Firefighter – Hourly \$18.28, POC \$15.00
  - Dottie Schmitz, EMT – Hourly \$13.46, POC \$13.00

Thanks,

Dan Gubbins  
Fire Chief

Douglas Tripple  
301 Sweetwater Circle  
Polk City, Iowa 50226  
October 22, 2016

Dan Gubbins  
Chief  
Polk City Fire Department  
309 West Van Dorn St.  
Polk City, Iowa 50226

Dear Dan Gubbins :

I am writing this letter for two reasons. First is to apologize for my lack of participation and attendance in training and department events. The second is to let you know that this is my letter of resignation.

My current family and work obligations prevent me from providing the department with the time and attention that it deserves. I understand that the resources of the department can be better used on personnel that have that time available. The citizens of Polk City and the department deserve better than I can provide at this time.

I do not take this decision lightly, nor do I have any issues with anyone or anything on the department. I just don't have the time to dedicate to the department at this point in my life.

Sincerely,

Douglas Tripple

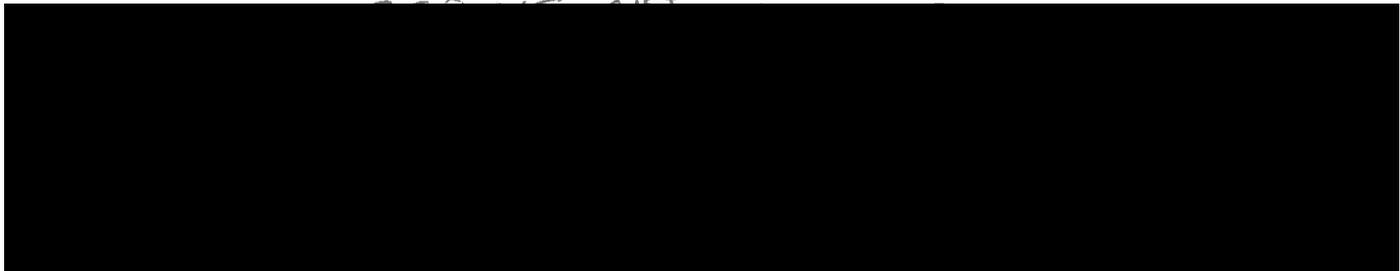
PT Medic

# Polk City Fire Department Member Application

#17.17

### Personal:

Name: BRAINARD TAYLOR M Date: 10/12/16  
Last First Middle



### Education:

School	Years Completed (circle one)	Diploma/Degree Earned	List School(s), City/State
High School	1 2 3 <b>4</b>	Diploma: <input checked="" type="checkbox"/> Yes ___ No G.E.D.: ___ Yes ___ No	COVENANT SCHOOL OF DALLAS DALLAS, TX
College and/or Vocational School	1 2 3 <b>4</b>	BA in Communication	DALLAS BAPTIST UNIV. DALLAS, TX
Other Training or Degrees		EMT, PARAMEDIC, FF1, FF2, HAZMAT	DMACC ANKENY, IA

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

Attach Copy of All Certification(s)

Type of Certification(s) Held: FF1, FF2, HAZMAT (in progress)

Professional Membership(s): \_\_\_\_\_

Completion Dates: 11/16      12/16

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

Attach Copy of All Certification(s)

Type of Certification(s) Held: NREMT, NREMT-P, CPR, ACLS

Iowa Certification Number: NREMT-P: PM-11-1605-01 Expiration Date: 03/31/2019

Professional Membership(s): \_\_\_\_\_

**IOWA DEPARTMENT OF PUBLIC HEALTH  
PARAMEDIC**

**Taylor M Brainard**

Is hereby entitled to all the rights and responsibilities  
delegated to this level of certification

Certification: PM-11-1605-01      Expires: 03/31/19

Endorsements:

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Iowa Department of Public Health  
Bureau of EMS  
Lucas State Office Building  
321 E. 12th St.  
Des Moines, IA 50319  
1-800-SAVE-EMS

HEALTHCARE PROVIDER

HEALTHCARE PROVIDER

Healthcare  
Provider



Training Center Name	UnityPoint Health-Des Moines	TC ID #	1A05121
TC Info	1200 Pleasant St		
	Des Moines, IA 50309	515-241-6811	
Course Location	DMACC		
Instructor Name	Jack Wilkinson	Inst. ID #	03112332846
Holder's Signature	<i>Taylor Brainard</i>		

PEEL  
HERE

**Taylor Brainard**

This card certifies that the above individual has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association BLS for Healthcare Providers (CPR and AED) Program.

**12/17/2014**

**12/2016**

Issue Date

Recommended Renewal Date

This card contains unique security features to protect against forgery.

### Record of Conviction:

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

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

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

### Employment:

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

Employer: ANKENY FIRE DEPT Position: FF / Paramedic  
Address: 120 NW Ash Dr.  
Telephone: 515-965-6469 Dates of Employment: From (Mo/Yr) 07/10 To (Mo/Yr) Present  
Supervisor: Chief Schellhase Department: —  
(Circle one) FT  PT No. of Hrs. per Week: 20+ (varies)  
Duties: Probation / Recruit; daily chores, attend pts on ambulance,  
Reason for Leaving: N/A etc

Employer: MIDWEST AMBULANCE Position: EMT  
Address: 1229 Ohio St Des Moines, IA 50314  
Telephone: 515-222-2222 Dates of Employment: From (Mo/Yr) 05/15 To (Mo/Yr) 07/16  
Supervisor: BRIAN HOFFMAN Department: Director of Operations  
(Circle one) FT  PT No. of Hrs. per Week: 30+ (varied)  
Duties: Transport pts, check-in trucks, maintenance, reports  
Reason for Leaving: Obtain a position as a FF/medic for AFD

Employer: Mitura Position: Assistant Art Director  
Address: 5085 NE 17th St Des Moines, IA 50313  
Telephone: 515 343 5353 Dates of Employment: From (Mo/Yr) 10/2014 To (Mo/Yr) 08/2015  
Supervisor: Danny Dppold Department: Creative Director  
(Circle one) FT  PT No. of Hrs. per Week: 40+  
Duties: Design projects for clients, marketing, provide creative services  
Reason for Leaving: To pursue a career in Fire and EMS and continue Paramedic School

Explain any gaps in work history: N/A

Have you ever been discharged or asked to resign from a job, or resigned to avoid termination?

   Yes X No If yes, explain: \_\_\_\_\_

Have you ever been an applicant or member of any fire or rescue agency? X Yes    No

If so, please state agency name, location, contact information, and dates of membership Ankeny Fire Dept,  
120 NW Ash Dr, 515 965 6469, Recruit as of July, 2014

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

IOWA DNR EXPD (EMT), IOWA STATE FAIR (EMT), Red  
CROSS (EMT), ARL of Iowa (ranch hand), IA  
Habitat for humanity (volunteer), Mittera Safety  
Team, Mittera First Aid Team, Mission Arlington  
(volunteer), EMT Skills Instructor at DMAcc

**References:**

Name: David Bush

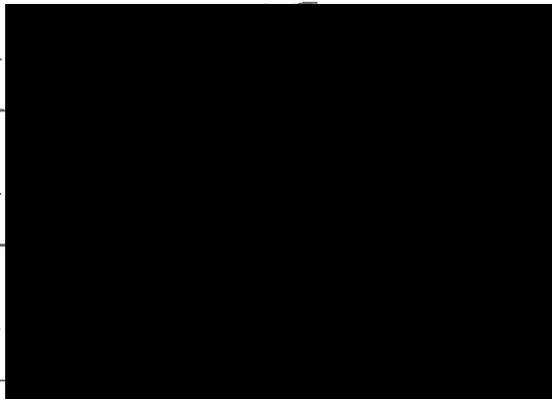
Address: Ankeny Fire Dept.

Name: Tyson Hood

Address: Ankeny Fire Dept.

Name: Justin Vander Leest

Address: Ankeny Fire Dept.



## Applicant's Certification and Agreement

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

Taylor Brainard  
Signature of Applicant

10/12/16  
Date

Taylor Brainard  
Printed Name of Applicant

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

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



# Polk City Fire Department Service Commitment

I hereby commit to:

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

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

Taylor Bonnell

Signature of Applicant

10/12/16

Date



# Polk City Fire Department

309 West Van Dorn  
Polk City, IA 50226

## Member Application Package

Thank you for your interest in becoming a member of the Polk City Fire Department. Volunteering is very demanding. It takes a lot of time and can be emotionally stressful. Please be sure that you can meet the commitment before you apply.

Please follow these steps to apply:

1. Fully complete the application
2. Sign the Certification and Agreement Form
3. Sign the Polk City Fire Department Service Commitment
4. Attach a copy of your Driver's License
5. Attach a copy of all your certifications, CPR card, and any other relevant training records
6. Direct any questions to Chief Gubbins at (515) 984-6304
7. Return the completed application package to:

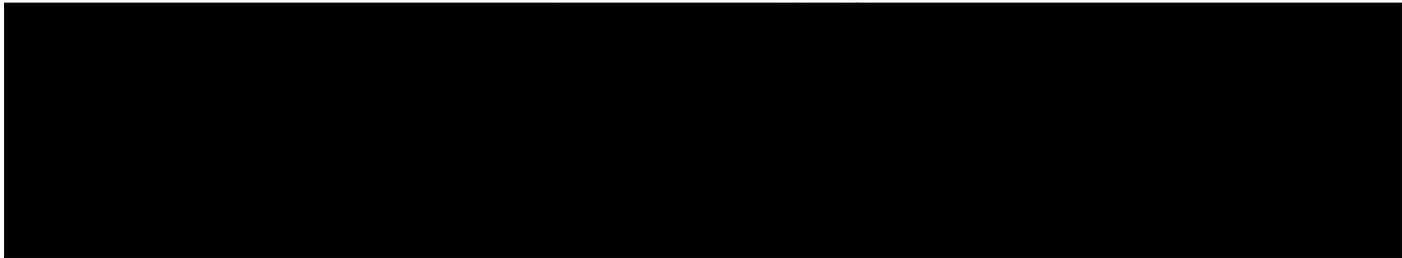
Fire Chief Dan Gubbins  
Polk City Fire Department  
309 West Van Dorn  
P.O. Box 34  
Polk City, IA 50226

The Polk City Fire Department does not discriminate against otherwise qualified applicants on the basis of race, color, creed, religion, ancestry, age, gender, marital status, national origin, disability or handicap, veteran status, or any other protected status.

# Polk City Fire Department Member Application

## Personal:

Name: Shannon Jobe Michael Date: 10/27/2016  
Last First Middle



## Education:

School	Years Completed (circle one)	Diploma/Degree Earned	List School(s), City/State
High School	1 2 3 ④	Diploma: <input checked="" type="checkbox"/> Yes ___ No G.E.D.: ___ Yes ___ No	Hoover High school Des Moines, IA
College and/or Vocational School	1 ② 3 4	AA Liberal Arts	DMACC
Other Training or Degrees	Paramedic	Paramedic	DMACC

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

Attach Copy of All Certification(s)

Type of Certification(s) Held: Fire I, Fire II, Haz mat ops

Professional Membership(s): \_\_\_\_\_

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

Attach Copy of All Certification(s)

Type of Certification(s) Held: Paramedic

Iowa Certification Number: PM-11-1402-09 Expiration Date: 03/31/2017

Professional Membership(s): \_\_\_\_\_

\_\_\_\_\_

### Record of Conviction:

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

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

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

### Employment:

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

Employer: City of Ankeny Position: Firemedic  
Address: 120 NW Ash  
Telephone: 515-965-6472 Dates of Employment: From (Mo/Yr) 02/2014 To (Mo/Yr) current  
Supervisor: Frank Proebst Department: \_\_\_\_\_  
(Circle one)  FT  PT No. of Hrs. per Week: 56  
Duties: \_\_\_\_\_  
Reason for Leaving: not leaving

Employer: City of Urbandale Position: Firemedic  
Address: 7000 Douglas Avenue  
Telephone: \_\_\_\_\_ Dates of Employment: From (Mo/Yr) 04/16 To (Mo/Yr) 11/16  
Supervisor: Jerry Hot Department: \_\_\_\_\_  
(Circle one)  FT  PT No. of Hrs. per Week: 56  
Duties: \_\_\_\_\_  
Reason for Leaving: Full-time job in Ankeny

Employer: City of West Des Moines Position: Paramedic  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Dates of Employment: From (Mo/Yr) 01/16 To (Mo/Yr) 04/16  
Supervisor: \_\_\_\_\_ Department: \_\_\_\_\_  
(Circle one)  FT  PT No. of Hrs. per Week: \_\_\_\_\_  
Duties: \_\_\_\_\_  
Reason for Leaving: full time job in Urbandale

Explain any gaps in work history: \_\_\_\_\_

Have you ever been discharged or asked to resign from a job, or resigned to avoid termination?

\_\_\_ Yes /  No If yes, explain: \_\_\_\_\_

Have you ever been an applicant or member of any fire or rescue agency? \_\_\_ Yes /  No

If so, please state agency name, location, contact information, and dates of membership \_\_\_\_\_

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

### References:

Name: Ross Frank

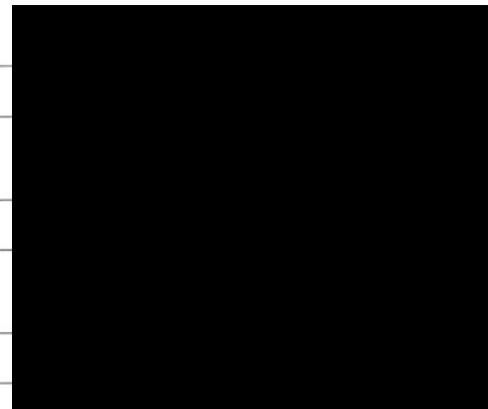
Address: \_\_\_\_\_

Name: Adam Vanderleest

Address: \_\_\_\_\_

Name: Frank Prowant

Address: \_\_\_\_\_



## Applicant's Certification and Agreement

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

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

10/27/2016  
 \_\_\_\_\_  
 Date

Jobe Shannon  
 \_\_\_\_\_  
 Printed Name of Applicant

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

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



## Polk City Fire Department Service Commitment

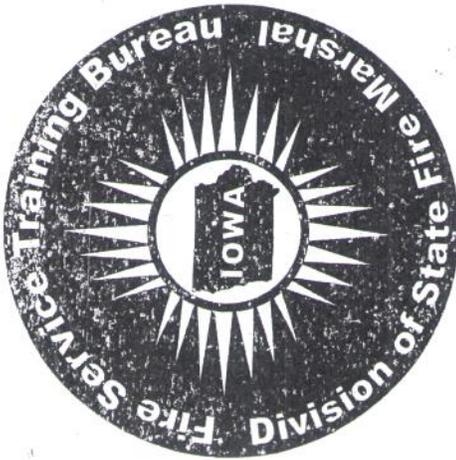
I hereby commit to:

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

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

Ade Shaw  
Signature of Applicant

10/27/2016  
Date



# FIRE SERVICE TRAINING BUREAU

DIVISION OF STATE FIRE MARSHAL

Through accreditation by the  
International Fire Service Accreditation Congress  
& The National Board on Fire Service Professional Qualifications  
certifies that

## Jobe M. Shannon

is a Nationally Certified

### Fire Fighter I

This certification is awarded for successful completion of the requirements  
as stated in the National Fire Protection Association's

1001 Standard for Fire Fighter Professional Qualifications  
2008 Edition

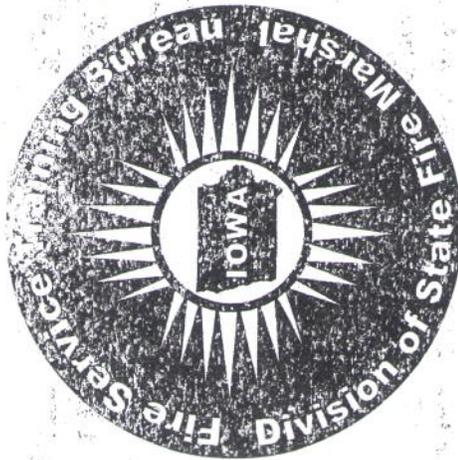


5984

Randal E. Novak, Bureau Chief  
Fire Service Training Bureau



Certification Date: June 24, 2014



# FIRE SERVICE TRAINING BUREAU

## DIVISION OF STATE FIRE MARSHAL

Through accreditation by the  
International Fire Service Accreditation Congress  
& The National Board on Fire Service Professional Qualifications  
certifies that

# Jobe M. Shannon

is a Nationally Certified

## Fire Fighter II

This certification is awarded for successful completion of the requirements  
as stated in the National Fire Protection Association's

1001 Standard for Fire Fighter Professional Qualifications  
2008 Edition



6252

Randal E. Novak, Bureau Chief  
Fire Service Training Bureau



Certification Date: August 13, 2014



# FIRE SERVICE TRAINING BUREAU

DIVISION OF STATE FIRE MARSHAL

Through accreditation by the  
International Fire Service Accreditation Congress  
& The National Board on Fire Service Professional Qualifications  
certifies that

## Jobe M. Shannon

is a Nationally Certified

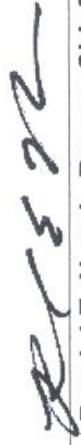
### Hazardous Materials Operations

This certification is awarded for successful completion of the requirements  
as stated in the National Fire Protection Association's

472 Professional Competence of Responders to Hazardous Materials Incidents  
2008 Edition



5880



Randal E. Novak, Bureau Chief  
Fire Service Training Bureau



Certification Date: June 19, 2014

**JOEL A. SOWIEJA**  
8255 SE 32<sup>nd</sup> Ave. Runnells, IA 50237  
515-494-6852  
joelsowieja@yahoo.com

PT

## **CAREER OBJECTIVE**

To become a Firefighter/Paramedic for the Polk City Fire Department

## **WORK EXPERIENCE**

- |   |   |   |
|---|---|---|
| <b>Des Moines Fire Department</b><br><i>Firefighter/Paramedic</i>   | <b>Des Moines, IA</b>   | <b>October 2007 to Present</b>  |
| <ul style="list-style-type: none"><li>▪ Acting Engineer</li><li>▪ Fire Suppression</li><li>▪ Hazardous Materials</li></ul>  | <ul style="list-style-type: none"><li>▪ Acting Senior Medic</li><li>▪ Fire Inspections</li><li>▪ Water/Ice Rescue</li></ul> | <ul style="list-style-type: none"><li>▪ Acting Fire Medic</li><li>▪ Station Maintenance</li><li>▪ Vehicle Extrication</li></ul> |
| <b>WSI Fire Department</b><br><i>Combat Firefighter</i>   | <b>Iraq</b>   | <b>January 2006 to January 2007</b>   |
| <ul style="list-style-type: none"><li>▪ Fire Suppression</li><li>▪ Dispatch</li><li>▪ Combat Lifesaver</li></ul>  | <ul style="list-style-type: none"><li>▪ Fire Prevention</li><li>▪ Daily Activity Reports</li></ul>                          | <ul style="list-style-type: none"><li>▪ Aircraft Extrication</li><li>▪ Hazardous Materials</li></ul>                            |
| <b>Shakopee Fire Department</b><br><i>Firefighter/First Responder</i>   | <b>Shakopee, MN</b>   | <b>August 2004 to December 2006</b>   |
| <ul style="list-style-type: none"><li>▪ Fire Suppression</li><li>▪ Hazardous Materials</li></ul>  | <ul style="list-style-type: none"><li>▪ Public Education</li><li>▪ Water/Ice Rescue</li></ul>                               | <ul style="list-style-type: none"><li>▪ Vehicle Extrication</li><li>▪ Basic Life Support</li></ul>                              |
| <b>K. Hovnanian Homes</b><br><i>Assistant Construction Manager</i>  | <b>Eden Prairie, MN</b>   | <b>April 2007 to October 2007</b>   |
| <ul style="list-style-type: none"><li>▪ Oversaw production of \$750,000 Homes</li><li>▪ Quality Control Scores above company average</li></ul>  |   | <ul style="list-style-type: none"><li>▪ On-Site Safety Program Director</li></ul>   |
| <b>Des Moines Public Schools</b><br><i>Part-time Substitute Teacher (Grades 6-12)</i>   | <b>Des Moines, IA</b>   | <b>March 2009 to January 2012</b>   |
| <ul style="list-style-type: none"><li>▪ Taught courses, issued assignments and provided guidance in teacher's absence<ul style="list-style-type: none"><li>• Mathematics, Science, English, History, Music/Choir, Physical Education, Cooking, Homeroom</li></ul></li></ul> |   |   |

## **EDUCATION**

- |   |  |               |
|---|--|---------------|
| <ul style="list-style-type: none"><li>▪ BS in Construction Management</li><li>• Minnesota State University, Mankato</li></ul> | Minor: Business Administration               | December 2001 |
| <ul style="list-style-type: none"><li>▪ BS in Fire Science Management</li><li>• American Public University</li></ul>          | Concentration: Emergency/Disaster Management | May 2013      |

## **CERTIFICATIONS**

- |   |   |
|---|---|
| <ul style="list-style-type: none"><li>▪ Fire Inspector, 2014*</li><li>▪ Iowa Paramedic, 2008</li><li>▪ Mobile Water Supply, 2007*</li><li>▪ Fire Cause Determination + Investigation, 2005*</li><li>▪ Firefighter I&amp;II, 2004-2005</li></ul> | <ul style="list-style-type: none"><li>▪ Hazardous Materials Technician, 2013*</li><li>▪ Telecommunicator I&amp;II, 2007*</li><li>▪ Driver/Operator, 2007*</li><li>▪ Emergency Response Driving, 2005*</li></ul> |
|---|---|
- \*indicates voluntary certification*

## **ACTIVIES AND ACHIEVEMENTS**

- |  |   |
|--|---|
| <ul style="list-style-type: none"><li>▪ Eagle Scout 1995</li></ul> | <ul style="list-style-type: none"><li>▪ Volunteer, Habitat for Humanity 2001 &amp; 2012</li></ul> |
|--|---|

**IOWA DEPARTMENT OF PUBLIC HEALTH  
PARAMEDIC**

**Joel A Sowieja**

Is hereby entitled to all the rights and responsibilities  
delegated to this level of certification

Certification: PM-17-115-09

Expires: 03/31/17

Endorsements: E

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Iowa Department of Public Health  
Bureau of EMS  
Lucas State Office Building  
321 E. 12th St.  
Des Moines, IA 50319  
1-800-SAVE-EMS

**DEPARTMENT OF DEFENSE**

**Fire and Emergency Services Certification Program**

*as accredited by the*

*International Fire Service Accreditation Congress*

*and the*

*National Board on Fire Service Professional Qualifications*

*hereby confirms that*

**Joel Sowieja**

*is certified to*

**Firefighter I and II**

*in accordance with the provisions of the*

*National Fire Protection Association's Professional Qualifications Standards*

*on*

**22 Mar 2007**



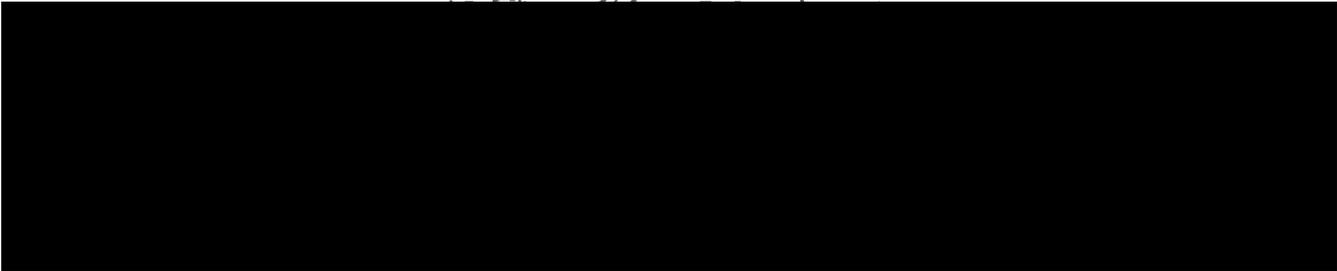
*James E. O'Leary, Jr.*  
Administrator



# Polk City Fire Department Member Application

## Personal:

Name: Sowieja Joel Anthony Date: 09-02-16  
Last First Middle



## Education:

School	Years Completed (circle one)	Diploma/Degree Earned	List School(s), City/State
High School	1 2 3 ④	Diploma: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No G.E.D.: <input type="checkbox"/> Yes <input type="checkbox"/> No	Simley Inver Grove Heights, MN
College and/or Vocational School	1 2 3 ④	BS Construction Mgmt Minor Business Admin	MN State University Mankato, MN
Other Training or Degrees	4	BS Fire Science Mgmt Concentration: Emergency/Disaster Mgmt	APUS (Online)

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

Attach Copy of All Certification(s)

Type of Certification(s) Held: FF 1+2, Driver/Operator

Professional Membership(s): \_\_\_\_\_

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

Attach Copy of All Certification(s)

Type of Certification(s) Held: Paramedic

Iowa Certification Number: PM 17-115-09 Expiration Date: 03/31/17

Professional Membership(s): \_\_\_\_\_

### Record of Conviction:

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

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

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

### Employment:

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

Employer: City of DSM Position: Firefighter/Paramedic  
Address: 400 Robert D Roy Dr DSM, IA  
Telephone: 283-4213 Dates of Employment: From (Mo/Yr) 10/07 To (Mo/Yr) current  
Supervisor: Chief Tekippe Department: Fire  
(Circle one)  FT PT No. of Hrs. per Week: 53  
Duties: Suppression, Haz Mat, Inspections, Station Maintenance  
Reason for Leaving: currently employed

Employer: WSI Fire Dept Position: Combat Firefighter  
Address: 2001 Pennsylvania Ave Washington DC 20006  
Telephone: 202-557-3180 Dates of Employment: From (Mo/Yr) 01/06 To (Mo/Yr) 01/07  
Supervisor: Chief Wolf Department: Fire  
(Circle one)  FT PT No. of Hrs. per Week: 168  
Duties: Suppression, Dispatch, Aircraft Extrication  
Reason for Leaving: 1 year contract

Employer: K. Hovnanian Homes Position: Asst. Construction Manager  
Address: 12701 Whitewater Dr #120 Minnetonka, MN 55343  
Telephone: 952-944-3455 Dates of Employment: From (Mo/Yr) 3-07 To (Mo/Yr) 10-07  
Supervisor: ~~Staff~~ - Department: Construction  
(Circle one)  FT PT No. of Hrs. per Week: 45  
Duties: Quality Control Oversight Construction, Safety  
Reason for Leaving: Full time Fire Dept Job

Explain any gaps in work history: \_\_\_\_\_

Have you ever been discharged or asked to resign from a job, or resigned to avoid termination?

\_\_\_ Yes  No If yes, explain: \_\_\_\_\_

Have you ever been an applicant or member of any fire or rescue agency?  Yes \_\_\_ No

If so, please state agency name, location, contact information, and dates of membership \_\_\_\_\_

Des Moines Fire	WSI Fire, Iraq	Shakopee MN Fire
248-6000	202-557-3680	952-233-9579
10/07 to present	01/06-01/07	08/04 to 12/06

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

I have continued to train and learn. Additional certifications include:

- Fire Inspector
- Mobile Water Supply
- Iowa Paramedic
- Fire Cause Determination + Investigation
- FF I+2
- Haz Mat Tech
- Telecommunicator 1+2
- D/O
- Emergency Response Driving

**References:**

Name: JD Stover

Address: Grimes, IA

Name: Jason Wieland

Address: Carver, MN

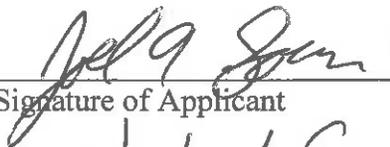
Name: John Tucker

Address: Hartford, IA



## Applicant's Certification and Agreement

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


9.2.16  
 Signature of Applicant Date

Joel A Sowieja  
 Printed Name of Applicant

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

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



## Polk City Fire Department Service Commitment

I hereby commit to:

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

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

*[Handwritten Signature]*  
Signature of Applicant

9.2.16  
Date

→ Mid school  
 → Contact hours  
 → Frases  
 → Loves to help people  
 →

POC/PT

1-2 days per week

## Polk City Fire Department Member Application

\$13.46

### Personal:

Name: Schmitz Dottie Marlene Date: 7/21/2016  
Last First Middle



### Education:

School	Years Completed (circle one)	Diploma/Degree Earned	List School(s), City/State
High School	1 2 3 <u>4</u>	Diploma: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No G.E.D.: <input type="checkbox"/> Yes <input type="checkbox"/> No	Pleasantville High School Pleasantville, IA
College and/or Vocational School	1 2 3 <u>4</u>	Bachelors of Health Science in progress.	Mercy College of Health Sciences Des Moines, IA
Other Training or Degrees	1 semester	Emergency Medical Technician Certificate	Mercy College of Health Sciences Des Moines, IA

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

Attach Copy of All Certification(s)

Type of Certification(s) Held: \_\_\_\_\_

Professional Membership(s): \_\_\_\_\_

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

Attach Copy of All Certification(s)

Type of Certification(s) Held: Emergency Medical Technician

Iowa Certification Number: EMT-17-1027-13 Expiration Date: 3/31/18

Professional Membership(s): \_\_\_\_\_

me

### Record of Conviction:

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

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

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

### Employment:

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

ty Fire  
an be  
you

Employer: Fraser Ambulance Position: EMT  
 Address: 4780 NE 3rd st Des Moines, IA 50313  
 Telephone: 515-284-1111 Dates of Employment: <sup>From</sup> (Mo/Yr) 12/15 <sup>To</sup> (Mo/Yr) present  
 Supervisor: James Morgan Department: \_\_\_\_\_  
 (Circle one)  FT  PT No. of Hrs. per Week: 48  
 Duties: driving, patient care, chores, reports  
 Reason for Leaving: still employed

Employer: Checkerboard Restaurant Position: Server  
 Address: 108 E. Monroe St. Pleasantville, IA 50225  
 Telephone: 515-848-3742 Dates of Employment: <sup>From</sup> (Mo/Yr) 9/2009 <sup>To</sup> (Mo/Yr) 12/2015  
 Supervisor: Rhonda Zimmerman Department: \_\_\_\_\_  
 (Circle one) FT  PT No. of Hrs. per Week: 20  
 Duties: set up, clean up, serving customers, register  
 Reason for Leaving: still employed different job opportunity

Employer: Clavens Smokehouse Position: Server  
 Address: 3131 8th St. SW Altoona, IA 50009  
 Telephone: 515-967-7979 Dates of Employment: <sup>From</sup> (Mo/Yr) 10/15 <sup>To</sup> (Mo/Yr) 03/16  
 Supervisor: Cole Heitman Department: \_\_\_\_\_  
 (Circle one) FT  PT No. of Hrs. per Week: 20  
 Duties: set up, clean up, customer service  
 Reason for Leaving: different job opportunity

Explain any gaps in work history: n/A

Have you ever been discharged or asked to resign from a job, or resigned to avoid termination?

Yes  No If yes, explain: \_\_\_\_\_

Have you ever been an applicant or member of any fire or rescue agency?  Yes  No

If so, please state agency name, location, contact information, and dates of membership \_\_\_\_\_

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

currently in process of obtaining my pre-med degree, completed CEVO-3 ambulance training, along with multiple FEMA certifications.

**References:**

Name: Karen Fee Phone: \_\_\_\_\_

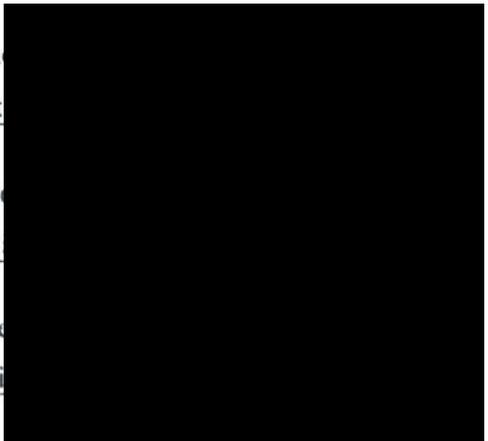
Address: 108 E. Monroe St. Pleasantville, IA Relat: \_\_\_\_\_

Name: Amber Carns Phone: \_\_\_\_\_

Address: Newton, IA Relat: \_\_\_\_\_

Name: Amy Krueger Phone: \_\_\_\_\_

Address: Des Moines, IA Relat: \_\_\_\_\_



## Applicant's Certification and Agreement

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

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

7/21/16  
 \_\_\_\_\_  
 Date

Dottie Schmitz  
 \_\_\_\_\_  
 Printed Name of Applicant

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

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



# Polk City Fire Department Service Commitment

I hereby commit to:

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

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

  
Signature of Applicant

7/21/16  
Date

# National Registry Emergency Medical Technicians

*Hereby Certifies*

**Dottie M. Schmitz**

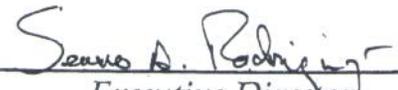
*as an*

**Emergency Medical Technician**

*duly registered together with all the rights and privileges appertaining thereto  
in consideration of having satisfied the prescribed national standards for certification.  
In Testimony Whereof, the seal of the National Registry of Emergency Medical Technicians  
and signatures as authorized by the Board of Directors are hereunto affixed this  
Twentieth day of August, 2015 A.D.*

  
Chairman of the Board



  
Executive Director

**IOWA DEPARTMENT OF PUBLIC HEALTH  
EMT**

**Dottie M Schmitz**

Is hereby entitled to all the rights and responsibilities  
delegated to this level of certification

Certification: EMT-17-1027-13      Expires: 03/31/18

Endorsements:

---

Iowa Department of Public Health  
Bureau of EMS  
Lucas State Office Building  
321 E. 12th St.  
Des Moines, IA 50319  
1-800-SAVE-EMS

NREMT  
1970-2015



**National Registry of  
Emergency Medical Technicians®**  
THE NATION'S EMS CERTIFICATION™

hereby certifies that

**Dottie M. Schmitz**

has obtained National EMS Certification as an  
EMS professional at the level designated below

Registry No.	Expiration Date	Provider Level
<b>E3211940</b>	<b>03/31/2018</b>	<b>EMT</b>

Use this number on all correspondence  
to the National Registry.

*Seamus D. Rodriguez*  
Executive Director

- This card is the property of the NREMT and must be surrendered upon request.
- You must present your National EMS Certification to the proper state authorities to receive state licensure in order to practice.
- Possession of this card allows you to use the appropriate post-nominal letters identifying your certification (as noted in your letter).
- It is your personal responsibility to maintain your certification.
- Please keep your contact information current by using [www.nremt.org](http://www.nremt.org).

---

# BASIC LIFE SUPPORT

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**BLS  
Provider**



**Dottie Schmitz**

has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association Basic Life Support (CPR and AED) Program.

**Issue Date**

03/02/2016

**Recommended Renewal Date**

03/2018

**Training Center Name**

Mercy College of Health Sciences

**Instructor Name**

Susan Brown

**Training Center ID**

IA15182

**Instructor ID**

11091598375

**Training Center Address**

207 Crocker St Ste 100 , Des Moines IA 50309-1318

**eCard Code**

165508065991

**Training Center Phone Number**

(515) 643-7499

**QR Code**



Scan the QR code with your mobile device or go to [www.heart.org/cpr/mycards](http://www.heart.org/cpr/mycards) (<http://www.heart.org/cpr/mycards>) to view and validate the eCard.  
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# CERTIFICATE OF COMPLETION

**DOTTIE SCHMITZ**

MERCY COLLEGE

98%

*Has successfully completed the required curricula of the*

**CEVO 3 - AMBULANCE**

*This status is awarded on 7/16/2015*



THIS IS TO ACKNOWLEDGE THAT

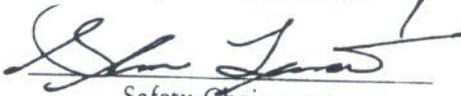
*Dottie Schmitz*

has successfully completed the  
**Provider Course**

sponsored by the  
**NATIONAL ASSOCIATION OF EMERGENCY MEDICAL TECHNICIANS AND  
Mercy College of Health Sciences**



Safety Medical Director



Safety Chairperson



SF-15-4150-03

National Course Number

06/20/2015

06/20/19

Date Issued

Date Expired

*James Poole, DO*

Course Medical Director

*Lee Richardson*

Course Coordinator



# TEXAS A&M ENGINEERING EXTENSION SERVICE

National Emergency Response and Rescue Training Center

in cooperation with the

Department of Homeland Security  
Federal Emergency Management Agency

*Dottie M. Schmitz*

*has successfully completed*

Medical Management of Chem, Bio, Radiological, Nuclear, and Explosive  
Events

Des Moines, Iowa, United States

16 Hours

May 21 - 22, 2015

Continuing Education Units Earned 1.60

*\*ENA Credit Awarded 12.50 CECH Activity Code 121130-TX-C-R1*

*\*\*AAFP Credit Awarded 13.50 Hours Activity Code 67609*

*TX DSHS 16 continuing education credit hours for Emergency Medical Services. Provider #01828*

*\*CECH-Continuing Education Contact Hours. This continuing education activity has been approved by the Emergency Nurses Association, an accredited approver of continuing nursing education by the American Nurses Credentialing Center's Commission on Accreditation*

*\*\*Elective credit is accepted by the AMA as equivalent to AMA PRA Category I Credit toward the AMA Physicians Recognition Award.*

Gary F. Seft, Director  
Texas A&M Engineering Extension Service

H. Lawson, Jr., Director  
National Emergency Response and Rescue Training Center

# Emergency Management Institute



## FEMA

This Certificate of Achievement is to acknowledge that

**DOTTIE M SCHMITZ**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00100.b**

**Introduction to Incident Command System**

**ICS-100**

*Issued this 8th Day of June, 2015*



0.3 IACET CEU

A handwritten signature in black ink, appearing to read "Tony Russell".

Tony Russell  
Superintendent  
Emergency Management Institute

# Emergency Management Institute



## FEMA

This Certificate of Achievement is to acknowledge that

**DOTTIE M SCHMITZ**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00200.b**

**ICS for Single Resources and  
Initial Action Incident, ICS-200**

*Issued this 9th Day of June, 2015*



0.3 IACET CEU

A handwritten signature in black ink, appearing to read "Tony Russell".

Tony Russell  
Superintendent  
Emergency Management Institute

# Emergency Management Institute



## FEMA

This Certificate of Achievement is to acknowledge that

**DOTTIE SCHMITZ**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

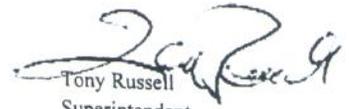
**IS-00700.a**

**National Incident Management System (NIMS)  
An Introduction**

*Issued this 8th Day of June, 2015*



0.3 IACET CEU

  
Tony Russell  
Superintendent  
Emergency Management Institute

# Emergency Management Institute



## FEMA

This Certificate of Achievement is to acknowledge that

**DOTTIE SCHMITZ**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00800.b**

**National Response Framework, An Introduction**

*Issued this 9th Day of June, 2015*



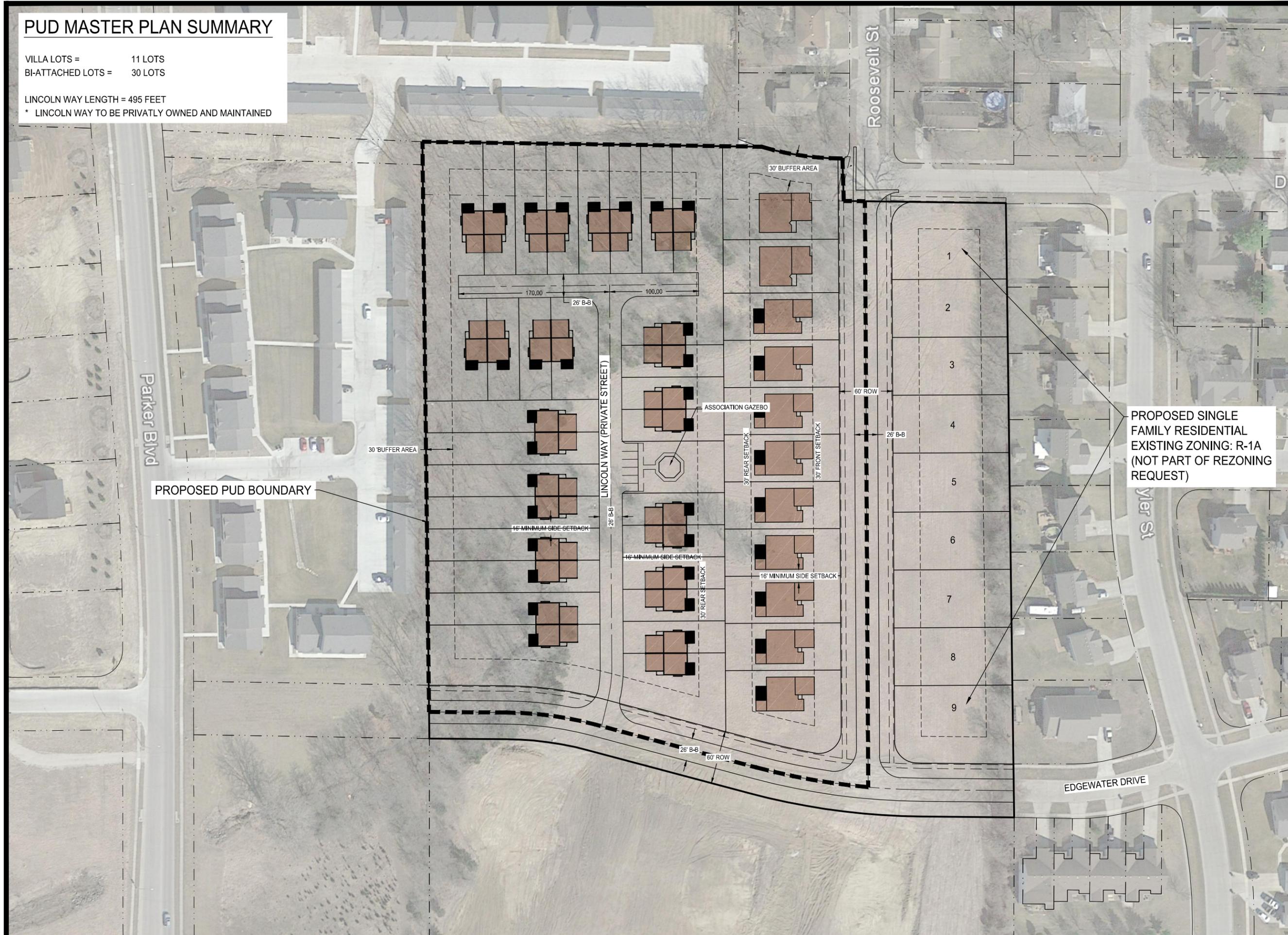
  
Tony Russell  
Superintendent  
Emergency Management Institute

# PUD MASTER PLAN SUMMARY

VILLA LOTS = 11 LOTS  
 BI-ATTACHED LOTS = 30 LOTS

LINCOLN WAY LENGTH = 495 FEET

\* LINCOLN WAY TO BE PRIVATELY OWNED AND MAINTAINED



PROPOSED SINGLE FAMILY RESIDENTIAL  
 EXISTING ZONING: R-1A  
 (NOT PART OF REZONING REQUEST)



building strong communities.

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

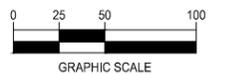
**NOTICE:**  
 McClure Engineering Company waives any and all responsibility and liability for problems which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for problems which arise from failure to obtain and/or follow the engineers guidance with respect to any errors, omissions, inconsistencies, ambiguities, or conflicts which are alleged.

**COPYRIGHT:**  
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PUD Master Plan



NORTH



Lakewoods Development

Polk City, Iowa  
 224018  
 August 2016

REVISIONS  
 October 7, 2016

ENGINEER  
 C Smith

DRAWN BY  
 C Smith

CHECKED BY  
 -

FIELD BOOK NO.  
 -

DRAWING NO.  
 MP-01

SHEET NO.  
 01 / 01

NOTICE OF PUBLIC HEARING

**NOTICE OF PUBLIC HEARING ON THE PROPOSED  
AMENDMENT TO THE 2016 POLK CITY COMPREHENSIVE PLAN ENTITLED  
“IMAGINE POLK CITY – A BRIDGE TO THE FUTURE”**

---

YOU ARE HEREBY NOTIFIED that at **6:30 P.M. on the 14<sup>th</sup> day of November, 2016**, the City Council of Polk City will, in said Council Chambers, hold a public hearing to amend the Future Land Use Plan (Map 7.1), in said Comprehensive Plan, designating property commonly known as Lakewoods Plat 1 in Polk City, Iowa and further described below:

**LEGAL DESCRIPTION FOR LAKEWOODS PLAT 1**

*Part of the North 60 feet of the E 1 / 2 of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section 2, Township 80 North, Range 25 West of the 5th P.M., in Polk County, Iowa, except Lakeview Acres Plat 1, an Official Plat in Polk City, Polk County, Iowa.*

*And*

*Part of Outlot Y of Lakewoods Plat 1, an Official Plat in Polk City, Polk County, Iowa*

*All together being more particularly described as follows:*

*Commencing at the Southwest Corner of said Outlot Y; thence N00°40'31" W along the west line of said Outlot Y, 30.00 feet to the Point of Beginning; thence continuing N00°40'31" W along the west line of said Outlot Y, 580.65 feet to the Northwest Corner of said Outlot Y; thence N00°40'31" W, 60.02 feet; thence S89°09'59" E, 381.47 feet; thence along a 315.28 foot radius curve, concave northeasterly 92.76 feet (chord bears S81°43'44" E, 92.43 feet); thence S01°57'44" E, 48.18 feet to the North line of said Outlot Y; thence S89°09'22" E along said North line, 23.77 feet; thence S00°19'30" E, 687.91 feet to the South line of said Outlot Y; thence along said South line on a 780.00 foot radius curve, concave northeasterly 136.30 feet (chord bears N80°07'09" W, 136.12 feet); thence continuing along said South line N75°06'48" W, 187.71 feet; thence along said South line on a 370.00 foot radius curve, concave southwesterly 93.44 feet (chord bears N82°20'52" W, 93.19 feet); thence continuing along said South line N89°34'55" W, 86.44 feet to the Point of Beginning. Described area contains 7.62 acres more or less and is subject to easements and restrictions of record.*

---

As Planned Unit Development District (PUD), thus changing the current land use designation of the Subject Property from Single Family Residential District (R-1A) and (PUD) to (PUD).

YOU ARE FURTHER NOTIFIED that this amendment will come before the City Council on November 14, 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 amendment.

This notice is given by order of the City Council of the City of Polk City, Iowa.  
Dated this 4<sup>th</sup> day of November 2016

---

Jenny Gibbons, City Clerk

**RESOLUTION NO. 2016-104**

**A RESOLUTION APPROVING AN AMENDMENT TO THE 2016 POLK CITY COMPREHENSIVE PLAN FOR PROPERTY COMMONLY KNOWN AS LAKEWOODS PLAT 1 BY UPDATING ITS FUTURE LAND USE MAP FROM LOW DENSITY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL**

---

**WHEREAS**, the City of Polk City adopted the 2016 Comprehensive Plan (Comp Plan) entitled “Imagine Polk City – A Bridge to the Future” on April 11, 2016 and amended on May 9, 2016; and

**WHEREAS**, Todd and Christine Drake owns entire plat commonly known as Outlot Y of Lakewoods Plat 1 in Polk City, Iowa and further described in Exhibit “A” attached hereto; and

**WHEREAS**, the Future Land Use Plan (Map 7.1) included in said Comprehensive Plan designates the Subject Property with a Low Density Residential of 4.0 or less residential units; and

**WHEREAS**, after careful review of this matter, the Planning & Zoning Commission has recommended that said Future Land Use Plan be amended to designate the Subject Property as Medium Density Residential; and

**WHEREAS**, the City Council of the City of Polk City, Iowa scheduled a public hearing to receive comments on November 14, 2016 regarding the rezoning of the Subject Property from Single Family Residential District (R-1A) And Planned Unit Development District (PUD) To (PUD) which requires prior amendment of said Future Land Use Plan as recommended by the Planning & Zoning Commission; and

**WHEREAS**, the City Council of the City of Polk City, Iowa believes it to be in the best interest of the City to amend the Comprehensive Plan’s Future Land Use Plan (Map 7.1) by changing the land use designation of the Subject Property from Low Density Residential to Medium Density Residential.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Polk City, Iowa that the 2016 Comprehensive Plan entitled “Imagine Polk City – A Bridge to the Future” is hereby amended to designate the Subject Property described on Exhibit “A” attached hereto as Medium Density Residential.

Passed and Approved this \_\_\_\_ day of \_\_\_\_\_, 2016.

---

Jason Morse, Mayor

ATTEST:

---

Jenny Gibbons, City Clerk

**EXHIBIT "A"**  
**LEGAL DESCRIPTION FOR LAKEWOODS PLAT 1**

Part of the North 60 feet of the E 1 / 2 of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section 2, Township 80 North, Range 25 West of the 5th P.M., in Polk County, Iowa, except Lakeview Acres Plat 1, an Official Plat in Polk City, Polk County, Iowa.

And

Part of Outlot Y of Lakewoods Plat 1, an Official Plat in Polk City, Polk County, Iowa

All together being more particularly described as follows:

Commencing at the Southwest Corner of said Outlot Y; thence N00°40'31"W along the west line of said Outlot Y, 30.00 feet to the Point of Beginning; thence continuing N00°40'31"W along the west line of said Outlot Y, 580.65 feet to the Northwest Corner of said Outlot Y; thence N00°40'31"W, 60.02 feet; thence S89°09'59"E, 381.47 feet; thence along a 315.28 foot radius curve, concave northeasterly 92.76 feet (chord bears S81°43'44"E, 92.43 feet); thence S01°57'44"E, 48.18 feet to the North line of said Outlot Y; thence S89°09'22"E along said North line, 23.77 feet; thence S00°19'30"E, 687.91 feet to the South line of said Outlot Y; thence along said South line on a 780.00 foot radius curve, concave northeasterly 136.30 feet (chord bears N80°07'09"W, 136.12 feet); thence continuing along said South line N75°06'48"W, 187.71 feet; thence along said South line on a 370.00 foot radius curve, concave southwesterly 93.44 feet (chord bears N82°20'52"W, 93.19 feet); thence continuing along said South line N89°34'55"W, 86.44 feet to the Point of Beginning. Described area contains 7.62 acres more or less and is subject to easements and restrictions of record.

## NOTICE OF PETITION FOR REZONING

YOU ARE HEREBY NOTIFIED that on the 14<sup>th</sup> day of November 2016, the City Council will hold a public meeting on petition submitted to the City of Polk City, Iowa by Todd and Christie Drake for property known as Lakewoods.

1) To rezone 7.62 acres from its present zoning classification of Single Family Residential District (R-1A) and Planned Unit Development District (PUD) to PUD

For ease of understanding please see attached map, the properties are legally described as follows:

### **LEGAL DESCRIPTION FOR Lakewoods**

*Part of the North 60 feet of the E 1 / 2 of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section 2, Township 80 North, Range 25 West of the 5th P.M., in Polk County, Iowa, except Lakeview Acres Plat 1, an Official Plat in Polk City, Polk County, Iowa.*

*And*

*Part of Outlot Y of Lakewoods Plat 1, an Official Plat in Polk City, Polk County, Iowa*

*All together being more particularly described as follows:*

*Commencing at the Southwest Corner of said Outlot Y; thence N00°40'31"W along the west line of said Outlot Y, 30.00 feet to the Point of Beginning; thence continuing N00°40'31"W along the west line of said Outlot Y, 580.65 feet to the Northwest Corner of said Outlot Y; thence N00°40'31"W, 60.02 feet; thence S89°09'59"E, 381.47 feet; thence along a 315.28 foot radius curve, concave northeasterly 92.76 feet (chord bears S81°43'44"E, 92.43 feet); thence S01°57'44"E, 48.18 feet to the North line of said Outlot Y; thence S89°09'22"E along said North line, 23.77 feet; thence S00°19'30"E, 687.91 feet to the South line of said Outlot Y; thence along said South line on a 780.00 foot radius curve, concave northeasterly 136.30 feet (chord bears N80°07'09"W, 136.12 feet); thence continuing along said South line N75°06'48"W, 187.71 feet; thence along said South line on a 370.00 foot radius curve, concave southwesterly 93.44 feet (chord bears N82°20'52"W, 93.19 feet); thence continuing along said South line N89°34'55"W, 86.44 feet to the Point of Beginning. Described area contains 7.62 acres more or less and is subject to easements and restrictions of record.*

### **Please see attached map**

YOU ARE FURTHER NOTIFIED that said petitions will come before the City Council on November 14, 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 4<sup>th</sup> day of November 2016

---

Jenny Gibbons, City Clerk

**ORDINANCE NO. 2016-2700**

**AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF POLK CITY, IOWA, BY REZONING 7.62 ACRES OWNED BY TODD AND CHRISTINE DRAKE COMMONLY KNOWN AS OUTLOT Y OF LAKEWOODS PLAT 1 IN POLK CITY, IOWA; FROM ZONING CLASSIFICATION OF SINGLE FAMILY RESIDENTIAL DISTRICT (R-1A) AND PLANNED UNIT DEVELOPMENT DISTRICT (PUD) TO PLANNED UNIT DEVELOPMENT DISTRICT (PUD)**

---

**WHEREAS**, on the 10<sup>th</sup> day of October, 2016, the Planning and Zoning Commission of the City of Polk City, Iowa, recommended to the City Council that the property legally described as:

*PART OF THE NORTH 60 FEET OF THE E 1 / 2 OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 2, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5TH P.M., IN POLK COUNTY, IOWA, EXCEPT LAKEVIEW ACRES PLAT 1, AN OFFICIAL PLAT IN POLK CITY, POLK COUNTY, IOWA.*

**AND**

*PART OF OUTLOT Y OF LAKEWOODS PLAT 1, AN OFFICIAL PLAT IN POLK CITY, POLK COUNTY, IOWA*

**ALL TOGETHER BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

*COMMENCING AT THE SOUTHWEST CORNER OF SAID OUTLOT Y; THENCE N00°40'31"W ALONG THE WEST LINE OF SAID OUTLOT Y, 30.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°40'31"W ALONG THE WEST LINE OF SAID OUTLOT Y, 580.65 FEET TO THE NORTHWEST CORNER OF SAID OUTLOT Y; THENCE N00°40'31"W, 60.02 FEET; THENCE S89°09'59"E, 381.47 FEET; THENCE ALONG A 315.28 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY 92.76 FEET (CHORD BEARS S81°43'44"E, 92.43 FEET); THENCE S01°57'44"E, 48.18 FEET TO THE NORTH LINE OF SAID OUTLOT Y; THENCE S89°09'22"E ALONG SAID NORTH LINE, 23.77 FEET; THENCE S00°19'30"E, 687.91 FEET TO THE SOUTH LINE OF SAID OUTLOT Y; THENCE ALONG SAID SOUTH LINE ON A 780.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY 136.30 FEET (CHORD BEARS N80°07'09"W, 136.12 FEET); THENCE CONTINUING ALONG SAID SOUTH LINE N75°06'48"W, 187.71 FEET; THENCE ALONG SAID SOUTH LINE ON A 370.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY 93.44 FEET (CHORD BEARS N82°20'52"W, 93.19 FEET); THENCE CONTINUING ALONG SAID SOUTH LINE N89°34'55"W, 86.44 FEET TO THE POINT OF BEGINNING. DESCRIBED AREA CONTAINS 7.62 ACRES MORE OR LESS AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.*

be considered for rezoning 7.62 acres from Single Family Residential District (R-1A) And Planned Unit Development District (PUD) To Planned Unit Development District (PUD)

**WHEREAS**, on the 14<sup>th</sup> day of November, 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 Single Family Residential District (R-1A) And Planned Unit Development District (PUD) To Planned Unit Development District (PUD).

**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: \_\_\_\_



**POLK CITY: TWELVE OAKS PLAT 4**  
**PUNCH LIST**  
**WALK-THRU: October 19, 2016**  
**(Updated 10/25/16 for 10/21/16 field meet)**  
**(Updated 11/8 &9/16)**  
**(Updated 11/10/16)**

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

**Contractor Items:**

1. Seed all disturbed areas. Park needs to be seeded with permanent seed mixture next season, temporary seed mixture when weather permits, this season.
2. Joint sealant: remove delaminated sealant and overpour. Reseal. - incomplete
3. Provide Maintenance bonds for paving items.
4. Verify downstream sewer manhole (EX) mis-alignment chip and grout complete (added - from sanitary sewer video punchlist – no picture provided)
5. Remove concrete slop from pavement (as marked in field)
6. Provide final concrete materials tests from concrete replacement areas.
7. For storm sewer MH3 to MH 4 constructed to 0.02% grade:  
Remove and construct pipe and MH 3 from Existing MH at Lot Line 13/Plat 4 & 12 Plat 2 to Intake #4. Length extended to generate grade (104 Lf + 91.5 LF 18” RCP) necessary to produce cleansing velocity at 50% full roughly equal to 3 fps per SUDAS 2D-1D(5).
8. For 24” storm sewer from Intake 5 to pond outlet: remove and re-lay pipe, limits and slopes to be determined to produce necessary capacity and velocities (see SUDAS 2D-1D) and raise pipe outlet to pond normal pool elevation. Engineer to provide revised design. Reconstruct FES, tiebacks, footing and riprap as necessary.
9. For Items 7 & 8, complete pipe reinspection shall be required, including video’ing and verification of as-built grades. Re-grout intakes and manholes. Clean streets and remove debris as necessary. Structures and pipe in good condition may be salvaged and reused.

**Engineering Items:**

1. Provide revised as-built Record Drawings, based on as-built survey that has been updated as necessary following completion of the above punchlist items. Revise as required per Code to include as-built spot elevations of swale flowlines at each property lines. Submittal shall include one signed pdf plan set.
  - a. Confirm swale flowlines AFTER swales are constructed. Provide legible spot elevations.
  - b. Update Storm drain asbuilts per items above.
2. Provide updated , certified pipe flow calculations , indicating minimum and maximum velocities per SUDAS 2D-1D5 and capacities at relevant design events. Indicate hydraulic grade line.

**POLK CITY: TWELVE OAKS PLAT 4**  
**PUNCH LIST**  
**WALK-THRU: October 19, 2016**  
**(Updated 10/25/16 for 10/21/16 field meet)**  
**(Updated 11/8 & 9/16)**  
**(Updated 11/10/16)**

3. Provide statement that as-built swales fulfill the requirements of the SWMP.
4. Provide CADD file of all public improvements so improvements can be added to Polk City's GIS database.
5. Provide surveyor's certification all property corners have been set.

**Developer Items:**

1. Provide a copy of the signed contract with MidAmerican Energy for electrical distribution system and street lights.
2. Engineering review fees must be paid in full.

**Contact Laura Lamberty (964-2020 x 2437) or Deb Beck at 669-1016 for reinspect when all items are complete. \$200 fee for each re-inspect is charged to the developer. All punchlist items need to be completed by November 8<sup>th</sup> if public improvements are to be accepted by City Council on November 14<sup>th</sup>.**

---

---

# CERTIFICATE OF TREASURER OF POLK COUNTY, IOWA

---

---

STATE OF IOWA            )  
  ) ss:  
COUNTY OF POLK        )

---

I, Mary Maloney, Treasurer of Polk County, having examined the records of my office, in accordance with the provisions of Section 354.11 of the Code of Iowa pertaining to real properties, specifically set forth in Exhibit "A" attached hereto and made part hereof, to be hereinafter designated as:

## TWELVE OAKS PLAT 4 an Official Plat, Polk County, Iowa

do hereby certify that same is free from all certified taxes,  
special assessments and special rates and charges.

Nor are there any taxes due for Moneys and Credits, Bushels of Grain,  
Industrial Machinery, Data Processing Equipment, Utilities or Buildings on Leased Land against

### TWELVE OAKS, L.L.C.,

who is(are) the record title holder(s) of said real estate.

Dated at Des Moines, IA , Wednesday, October 26, 2016 .

---

MARY MALONEY  
POLK COUNTY TREASURER

by Jade Gutsoch  
Deputy

(Treasurer's Seal)

Subscribed and sworn to before me on this  
26th day of October, 2016.

by Mary Mahnke  
Notary Public in and for Polk County, IA

(Notary Seal)



---

PREPARED BY: Rebecca Lawrence, Property Description Specialist

---

## EXHIBIT A

A tract of land being a part of Outlot Y in Twelve Oaks Plat 2, an Official Plat, now included in and forming a part of Polk City, Polk County, Iowa. Said tract of land being more particularly described as follows: Beginning at the Southeast corner of Lot 15 in Twelve Oaks Plat 2, an Official Plat, Polk City, Polk County, Iowa, said point also being the Southwest corner of Parcel "C" of the Plat of Survey recorded at Book 15243 Page 329 in the office of the Polk County Recorder; thence S89°17'51"E, 244.45 feet along the North line of Outlot Y in said Twelve Oaks Plat 2, and along the South line of said Parcel "C" to the Southeast corner of said Parcel "C"; thence N06°21'27"E, 162.51 feet along the East line of said Parcel "C" to the Southwest corner of Lot 15 in Twelve Oaks Plat 1, an Official Plat, Polk City, Polk County, Iowa; thence S89°58'33"E, 116.50 feet along the South line of said Lot 15 to the Southeast corner of said Lot 15; thence N00°01'27"E, 197.10 feet along the East line of said Lot 15 to the Northeast corner of said Lot 15, and to the Right-of-Way line of E. Southside Drive, as it is presently established; thence S89°58'33"E, 13.26 feet along said Right-of-Way line to a point of curvature of a 70.00 foot radius curve concave to the Southwest; thence Southeasterly 98.88 feet along said Right-of-Way line, and said curve, said curve has a chord length of 90.86 feet, and a chord bearing of S49°30'36"E to a point of reverse curvature of a 230.00 foot radius curve concave to the Northeast; thence Southeasterly 187.48 feet along said Right-of-Way line, and said reverse curve, said reverse curve has a chord length of 182.34 feet, and a chord bearing of S32°23'47"E; thence S55°44'56"E, 28.57 feet along said Right-of-Way line to the Northeasterly corner of Lot 14 in said Twelve Oaks Plat 1; thence S34°15'04"W, 125.62 feet along the Northerly line of said Lot 14 to the Northwesterly corner of said Lot 14; thence S13°52'04"E, 91.03 feet along the West line of said Lot 14 to the Southwesterly corner of said Lot 14, and to the Northwest corner of Lot 13 in said Twelve Oaks Plat 1; thence S19°48'11"W, 70.91 feet along the West line of said Lot 13 to the Southwest corner of said Lot 13, and to the Northwest corner of Lot 12 in said Twelve Oaks Plat 1; thence S12°00'00"E, 396.38 feet along the West line of Lots 12, 11, 10 and 9 in said Twelve Oaks Plat 1; thence S55°01'01"W, 140.32 feet; thence S89°54'12"W, 160.00 feet; thence N14°51'21"W, 39.25 feet; thence N85°15'27"W, 313.66 feet to the Southeast corner of Lot 11 in said Twelve Oaks Plat 2; thence N00°05'52"W, 82.87 feet along the East line of said Lot 11; thence N08°31'46"E, 196.45 feet along the East line of Lots 11, 12 and B in said Twelve Oaks Plat 2 to the Northerly Right-of-Way line of Twelve Oaks Court, as it is presently established, and to a non-tangent 1230.00 foot radius curve concave to the Southwest; thence Northwesterly 35.67 feet along said Northerly Right-of-Way line, and said non-tangent curve, said non-tangent curve has a chord length of 35.67 feet, and chord bearing of N82°18'04"W to the Southeast corner of Lot 13 in said Twelve Oaks Plat 2; thence N07°00'00"E, 147.30 feet along the East line of said Lot 13 to the Northeast corner of said Lot 13; thence N84°23'44"W, 7.53 feet to the Southeast corner of Lot C in said Twelve Oaks Plat 2; thence N00°42'09"E, 108.12 feet along the East line of said Lot C and Lot 14 in said Twelve Oaks Plat 2 to the Point of Beginning. Said tract of land contains 8.595 acres more or less. Said tract of land being subject to all easements of record.



**CONCRETE TECHNOLOGIES, INC.**

October 31 , 2016

Gary Mahannah, City Administrator  
City of Polk City  
112 3<sup>rd</sup> Street  
PO Box 426  
Polk City, IA 50226

Regarding: Twelve Oaks Plat 4  
Letter of Guaranty: Concrete Pavement Surface Finish

Mr. Mahannah:

This letter acknowledges that the surface finish of the PCC pavement in Twelve Oaks Plat 4, in areas, does not conform with SUDAS 7010 3.02 5(a) Drag Surface Treatment. The City has agreed to monitor the performance of the pavement over the four (4) year maintenance period to determine, in its sole opinion, if the deficiency warrants corrective action.

Within 30 days of written demand by the City, we, as the Contractor, agree to provide diamond grinding or other surface texturing treatment, as may be agreed, at no cost to the City as remedy. The pavement grinding operation will include all mobilization, traffic control, removal of debris and clean up.

Sincerely,

Andy Denker, Vice President  
Concrete Technologies, Inc.

C: Mike Schulte, Public Works Director  
Kathleen Connor, Snyder & Associates

WHEN RECORDED RETURN TO:  
City of Polk City, Iowa  
112 3<sup>rd</sup> Street P.O. Box 426  
Polk City, Iowa 50226

Preparer Information: Timothy R. Williams, 505 5<sup>th</sup> Ave., Suite 535, Des Moines, Iowa 50309 (515) 280-3300

## OVERLAND FLOWAGE AND STORM SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Twelve Oaks, L.L.C., of the City of Polk City, County of Polk, State of Iowa, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Polk City, Iowa, receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Polk City, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

See Exhibit "A" attached hereto which by this reference is incorporated herein as if fully set out.

That the above described easement is granted unto the City of Polk City, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

### Overland Flowage and Storm Sewer

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.
2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.
3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on,

through, across or within the Easement Area.

4. Drainage Obstructions. The City shall have the right, but not the obligation, to remove drainage obstructions from the Easement Area.

5. Embankments. Grantor and its grantees, assigns and transferees shall be responsible for maintenance of all embankments, including repair of any damage due to erosion, within the Easement Area and private yards.

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

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

8. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

9. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

10. Consent and Subordination of Mortgage Holder(s). By signing this Agreement, the undersigned lender, its successors and assigns consents to the terms of this easement agreement and hereby subordinates its interest in the Easement Area to the interest of the City and its successors and assigns.

11. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

That the Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

IN WITNESS WHEREOF, we have hereunto affixed our hands this 7 day of November, 2016.

Twelve Oaks, L.L.C.

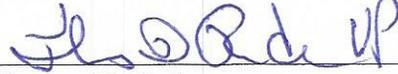
By   
Marlo Gillotti, Manager

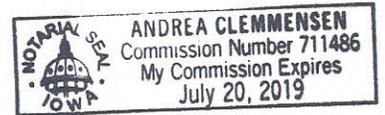
STATE OF IOWA )  
 ) ss:  
COUNTY OF POLK )

On this 7<sup>th</sup> day of November, 2016, before me, a Notary Public in and for said county, personally appeared Marlo Gillotti, to me personally known, who being by me duly (sworn or affirmed) did say that he is the Manager of said company, that said instrument was signed on behalf of the said company by authority of its members; and, that said Marlo Gillotti, as such Manager, acknowledged the execution of said instrument to be the voluntary act and deed of said company, by it and by him voluntarily executed.

  
Notary Public in and for the State of Iowa

Consented to by: Great Southern Bank

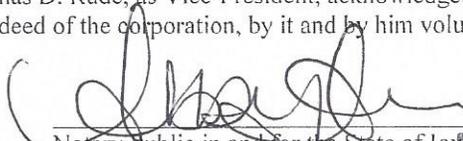
By:   
Thomas D. Rude

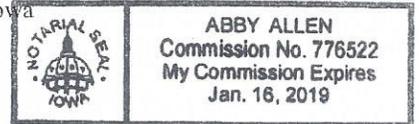


Its: Vice-President

STATE OF IOWA )  
 ) ss:  
COUNTY OF POLK )

On this 4<sup>th</sup> day of November, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Thomas D. Rude to me personally know, who being by me duly sworn, did say that he is the Vice-President of the corporation executed the within and foregoing instrument, that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation and by authority of its Board of Directors; and that Thomas D. Rude, as Vice-President, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.

  
Notary Public in and for the State of Iowa



ACCEPTANCE BY CITY

STATE OF IOWA            )  
                                  ) ss:  
COUNTY OF POLK        )

I, Jenny Gibbons, City Clerk of the City of Polk City, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City by Resolution No. \_\_\_\_\_, passed on the \_\_\_\_ day of \_\_\_\_\_, 2016, and this certificate is made pursuant to authority contained in said Resolution.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Jenny Gibbons, City Clerk of the City of Polk City, Iowa

OVERLAND FLOWAGE & STORM SEWER EASEMENT

An Overland Flowage & Storm Sewer Easement across the South 15.00 feet of Lots 10 & 11, Twelve Oaks Plat 4, an Official Plat, Polk City, Polk County, Iowa.

And

The West 15.00 feet of Lot 4, Twelve Oaks Plat 4, an Official Plat, Polk City, Polk County, Iowa.

And

The East 15.00 feet of Lot 3, Twelve Oaks Plat 4, an Official Plat, Polk City, Polk County, Iowa.

WHEN RECORDED RETURN TO:  
City of Polk City, Iowa  
112 3<sup>rd</sup> Street P.O. Box 426  
Polk City, Iowa 50226

Preparer Information: Timothy R. Williams, 505 5<sup>th</sup> Ave., Suite 535, Des Moines, Iowa 50309 (515) 280-3300

## OVERLAND FLOWAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Twelve Oaks, L.L.C., of the City of Polk City, County of Polk, State of Iowa, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Polk City, Iowa, receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Polk City, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

See Exhibit "A" attached hereto which by this reference is incorporated herein as if fully set out.

That the above described easement is granted unto the City of Polk City, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

### Overland Flowage

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.
2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.
3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on,

through, across or within the Easement Area.

4. Drainage Obstructions. The City shall have the right, but not the obligation, to remove drainage obstructions from the Easement Area.

5. Embankments. Grantor and its grantees, assigns and transferees shall be responsible for maintenance of all embankments, including repair of any damage due to erosion, within the Easement Area and private yards.

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

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

8. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

9. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

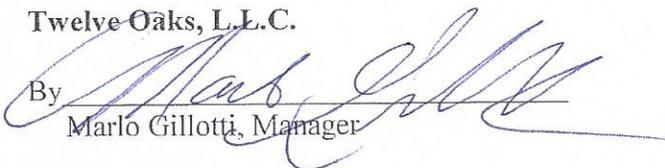
10. Consent and Subordination of Mortgage Holder(s). By signing this Agreement, the undersigned lender, its successors and assigns consents to the terms of this easement agreement and hereby subordinates its interest in the Easement Area to the interest of the City and its successors and assigns.

11. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

That the Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

**IN WITNESS WHEREOF**, we have hereunto affixed our hands this 7 day of November, 2016.

**Twelve Oaks, L.L.C.**

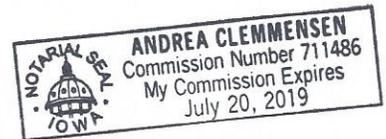
By 

Marlo Gillotti, Manager

STATE OF IOWA )  
 ) ss:  
COUNTY OF POLK )

On this 7<sup>th</sup> day of November, 2016, before me, a Notary Public in and for said county, personally appeared Marlo Gillotti, to me personally known, who being by me duly (sworn or affirmed) did say that he is the Manager of said company, that said instrument was signed on behalf of the said company by authority of its members; and, that said Marlo Gillotti, as such Manager, acknowledged the execution of said instrument to be the voluntary act and deed of said company, by it and by him voluntarily executed.

  
Notary Public in and for the State of Iowa



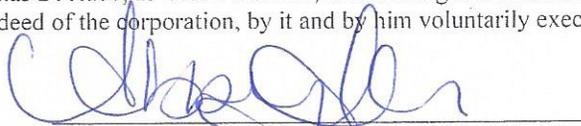
Consented to by: Great Southern Bank

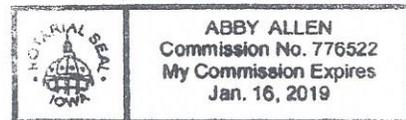
By:   
Thomas D. Rude

Its: Vice-President

STATE OF IOWA )  
 ) ss:  
COUNTY OF POLK )

On this 4<sup>th</sup> day of November, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Thomas D. Rude to me personally know, who being by me duly sworn, did say that he is the Vice-President of the corporation executed the within and foregoing instrument, that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation and by authority of its Board of Directors; and that Thomas D. Rude, as Vice-President, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.

  
Notary Public in and for the State of Iowa



ACCEPTANCE BY CITY

STATE OF IOWA            )  
                                  ) ss:  
COUNTY OF POLK        )

I, Jenny Gibbons, City Clerk of the City of Polk City, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City by Resolution No. \_\_\_\_\_, passed on the \_\_\_\_ day of \_\_\_\_\_, 2016, and this certificate is made pursuant to authority contained in said Resolution.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Jenny Gibbons, City Clerk of the City of Polk City, Iowa

OVERLAND FLOWAGE EASEMENT

An Overland Flowage Easement across the East 10.00 feet of Lots 6, 7 and 8, Twelve Oaks Plat 4, an Official Plat, Polk City, Polk County, Iowa.

And

The Southerly 10.00 feet of Lots 8 and 9, Twelve Oaks Plat 4, an Official Plat, Polk City, Polk County, Iowa

And

The South 15.00 feet of Lot 12 and 13, Twelve Oaks Plat 4, an Official Plat, Polk City, Polk County, Iowa.

# *WILLIAMS & HAGEMEIERS, P.L.C.*

TIMOTHY R. WILLIAMS  
JAMI J. HAGEMEIERS

ATTORNEYS AT LAW  
505 5<sup>th</sup> Avenue, Suite 535  
Des Moines, IA 50309-2320

TELEPHONE: 515-280-3300  
FACSIMILE: 515-280-3320

timwilliams@desmoineslaw.xroads.net

October 6, 2016

City of Polk City  
112 3rd Street  
PO Box 426  
Polk City, IA 50226

## *PLAT TITLE OPINION*

Re: Twelve Oaks Plat 4

Ladies and Gentlemen:

This is to certify that I have made an examination of the Abstracts of Title to the following described premises in Polk County, Iowa, to wit:

*See Exhibit A attached hereto which by this reference is incorporated herein as if fully set out*

which abstracts run from the root of title and continuously thereafter through September 27, 2016 at 7:00 a.m. Based upon the abstract, last continued in pencil note form as Notes No. 432514 of American Abstract & Title Company, I find good and merchantable record title is vested in Twelve Oaks, L.L.C., and that the following constitute liens against the real estate:

1. Mortgage in favor of Great Southern Bank dated August 30, 2012, and filed of record September 4, 2012, at Book 14423 on Page 244 of the Polk County Recorder.
2. Modifications of Mortgage in favor of Great Southern Bank dated May 30, 2013, and filed of record May 31, 2013 at Book 14809 on Page 496 of the Polk County Recorder and dated June 10, 2016, and filed of record June 13, 2016 at Book 16041 on Page 734 of the Polk County Recorder.
3. Assignment of Rents in favor of Great Southern Bank dated August 30, 2012, and filed of record September 4, 2012, at Book 14423 on Page 260 of the Polk County Recorder.
4. Agreement for Private Development dated April 22, 2013, and filed of record April 30, 2013 at Book 14763 on Page 482 of the Polk County Recorder.
5. The abstracter shows a Soil Erosion Maintenance Agreement filed at Book 8674, Page 176 of the Polk County Recorder.

6. The abstracter shows a Plat of Survey filed at Book 9099, Page 645 of the Polk County Recorder and a Corrected Plat of Survey filed at Book 9127 on Page 64 of the Polk County Recorder.
7. The abstracter shows the following matters:
  - a. Permanent Drainage Easement filed at Book 12372 on Page 609 of the Polk County Recorder.
  - b. Plat of Twelve Oaks Plat 1 filed at Book 14988 on Page 846 of the Polk County Recorder.
  - c. Buffer Easement filed at Book 14988 on Page 867 of the Polk County Recorder.
  - d. Public Utility Easement filed at Book 14988 on Page 872 of the Polk County Recorder.
  - e. Detention Pond Easement and Maintenance Covenant filed at Book 14988 on Page 822 and at Book 15243 on Page 325 of the Polk County Recorder.
  - f. Storm Sewer and Overland Flowage Easement filed at Book 14988 on Page 897 of the Polk County Recorder.
  - g. Public Sanitary Sewer Easement filed at Book 14988 on Page 902 of the Polk County Recorder.
  - h. Declaration of Covenants, Conditions and Restrictions for Twelve Oaks Plat 1 filed at Book 14988 on Page 907 of the Polk County Recorder.
  - i. Resolution re: Plat of Survey filed at Book 15243 on Page 318 of the Polk County Recorder.
  - j. Petition and Waiver filed at Book 15243 on Page 321 of the Polk County Recorder.
  - k. Plat of Twelve Oaks Plat 2 filed at Book 15389 on Page 74 of the Polk County Recorder.
  - l. Declaration of Covenants, Conditions and Restrictions for Twelve Oaks Plat 2 filed at Book 15389 on Page 111 of the Polk County Recorder.
8. This property is subject to the zoning ordinances of Polk City, Iowa, and you should contact the proper authorities at the Polk City City Hall to determine the zoning classification of this property and the proper use conformance thereof.
9. This property is taxed as Parcel No. 00307.810.219 and the abstracter shows all real estate taxes are paid in full through fiscal year 2015-2016. First installment of \$2,173.00 and second installment of \$2,173.00, both paid.
10. The abstracter conducted a ten year judgment lien search against Twelve Oaks, LLC and has nothing to report.
11. This plat title opinion is prepared pursuant to Chapter 354, Code of Iowa.

Respectfully submitted,

WILLIAMS & HAGEMEIERS, P.L.C.



Timothy R. Williams

Title Guaranty No. 1609

Exhibit A  
Legal Description

A tract of land being a part of Outlot Y in Twelve Oaks Plat 2, an Official Plat, now included in and forming a part of Polk City, Polk County, Iowa. Said tract of land being more particularly described as follows: Beginning at the Southeast corner of Lot 15 in Twelve Oaks Plat 2, an Official Plat, Polk City, Polk County, Iowa, said point also being the Southwest corner of Parcel "C" of the Plat of Survey recorded at Book 15243 Page 329 in the office of the Polk County Recorder; thence S89°17'51"E, 244.45 feet along the North line of Outlot Y in said Twelve Oaks Plat 2, and along the South line of said Parcel "C" to the Southeast corner of said Parcel "C"; thence N06°21'27"E, 162.51 feet along the East line of said Parcel "C" to the Southwest corner of Lot 15 in Twelve Oaks Plat 1, an Official Plat, Polk City, Polk County, Iowa; thence S89°58'33"E, 116.50 feet along the South line of said Lot 15 to the Southeast corner of said Lot 15; thence N00°01'27"E, 197.10 feet along the East line of said Lot 15 to the Northeast corner of said Lot 15, and to the Right-of-Way line of E. Southside Drive, as it is presently established; thence S89°58'33"E, 13.26 feet along said Right-of-Way line to a point of curvature of a 70.00 foot radius curve concave to the Southwest; thence Southeasterly 98.88 feet along said Right-of-Way line, and said curve, said curve has a chord length of 90.86 feet, and a chord bearing of S49°30'36"E to a point of reverse curvature of a 230.00 foot radius curve concave to the Northeast; thence Southeasterly 187.48 feet along said Right-of-Way line, and said reverse curve, said reverse curve has a chord length of 182.34 feet, and a chord bearing of S32°23'47"E; thence S55°44'56"E, 28.57 feet along said Right-of-Way line to the Northeasterly corner of Lot 14 in said Twelve Oaks Plat 1; thence S34°15'04"W, 125.62 feet along the Northerly line of said Lot 14 to the Northwesterly corner of said Lot 14; thence S13°52'04"E, 91.03 feet along the West line of said Lot 14 to the Southwesterly corner of said Lot 14, and to the Northwest corner of Lot 13 in said Twelve Oaks Plat 1; thence S19°48'11"W, 70.91 feet along the West line of said Lot 13 to the Southwest corner of said Lot 13, and to the Northwest corner of Lot 12 in said Twelve Oaks Plat 1; thence S12°00'00"E, 396.38 feet along the West line of Lots 12, 11, 10 and 9 in said Twelve Oaks Plat 1; thence S55°01'01"W, 140.32 feet; thence S89°54'12"W, 160.00 feet; thence N14°51'21"W, 39.25 feet; thence N85°15'27"W, 313.66 feet to the Southeast corner of Lot 11 in said Twelve Oaks Plat 2; thence N00°05'52"W, 82.87 feet along the East line of said Lot 11; thence N08°31'46"E, 196.45 feet along the East line of Lots 11, 12 and B in said Twelve Oaks Plat 2 to the Northerly Right-of-Way line of Twelve Oaks Court, as it is presently established, and to a non-tangent 1230.00 foot radius curve concave to the Southwest; thence Northwesterly 35.67 feet along said Northerly Right-of-Way line, and said non-tangent curve, said non-tangent curve has a chord length of 35.67 feet, and chord bearing of N82°18'04"W to the Southeast corner of Lot 13 in said Twelve Oaks Plat 2; thence N07°00'00"E, 147.30 feet along the East line of said Lot 13 to the Northeast corner of said Lot 13; thence N84°23'44"W, 7.53 feet to the Southeast corner of Lot C in said Twelve Oaks Plat 2; thence N00°42'09"E, 108.12 feet along the East line of said Lot C and Lot 14 in said Twelve Oaks Plat 2 to the Point of Beginning. Said tract of land contains 8.595 acres more or less. Said tract of land being subject to all easements of record.

# *CONSENT TO PLAT*

## Recorder's Cover Sheet

Preparer Information (Name and Complete Address):

Timothy R. Williams    505 5<sup>th</sup> Avenue, Suite 535    Des Moines, IA 50309-2320    515/280-3300

Taxpayer Information (Name and Complete Address):

Twelve Oaks, LLC  
1129 Burr Oak Drive  
West Des Moines, IA 50266

Return Document to (Name and Complete Address):

Timothy R. Williams  
505 5<sup>th</sup> Avenue, Suite 535  
Des Moines, IA 50309-2320

### GRANTORS

Great Southern Bank

### GRANTEES

The Public

Legal Description: See Exhibit A

Document or instrument number of previously recorded documents: \_\_\_\_\_

# CONSENT TO PLAT

## KNOW ALL MEN BY THESE PRESENTS:

The undersigned hereby states, acknowledges and certifies that Great Southern Bank is the mortgagee of the real estate in Polk County, Iowa, described as follows, to-wit:

*See Exhibit A attached hereto which by this reference is incorporated herein as if fully set out*

as the same appears on the accompanying plat of Twelve Oaks Plat 4, Polk City, Polk County, Iowa and that said platting is done with the free consent and in accordance with the desires of said mortgagee. The undersigned hereby consents to said plat and to each and every easement filed in connection with said plat.

Dated this 11<sup>th</sup> day of October, 2016.

Great Southern Bank

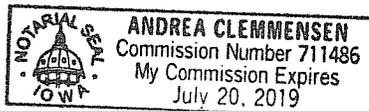
By:   
Thomas D. Rude, Vice-President

STATE OF IOWA

SS: }

COUNTY OF POLK

On this 11<sup>th</sup> day of October, 2016, before me, the undersigned, a Notary Public, personally appeared **Thomas D. Rude** to me personally known, who being by me duly sworn, did say that he is the Vice-President of said corporation; that no seal has been procured by the said corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that **Thomas D. Rude** as such officer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by him voluntarily executed.



  
NOTARY PUBLIC IN AND FOR SAID  
COUNTY AND STATE

Exhibit A  
Legal Description

A tract of land being a part of Outlot Y in Twelve Oaks Plat 2, an Official Plat, now included in and forming a part of Polk City, Polk County, Iowa. Said tract of land being more particularly described as follows: Beginning at the Southeast corner of Lot 15 in Twelve Oaks Plat 2, an Official Plat, Polk City, Polk County, Iowa, said point also being the Southwest corner of Parcel "C" of the Plat of Survey recorded at Book 15243 Page 329 in the office of the Polk County Recorder; thence S89°17'51"E, 244.45 feet along the North line of Outlot Y in said Twelve Oaks Plat 2, and along the South line of said Parcel "C" to the Southeast corner of said Parcel "C"; thence N06°21'27"E, 162.51 feet along the East line of said Parcel "C" to the Southwest corner of Lot 15 in Twelve Oaks Plat 1, an Official Plat, Polk City, Polk County, Iowa; thence S89°58'33"E, 116.50 feet along the South line of said Lot 15 to the Southeast corner of said Lot 15; thence N00°01'27"E, 197.10 feet along the East line of said Lot 15 to the Northeast corner of said Lot 15, and to the Right-of-Way line of E. Southside Drive, as it is presently established; thence S89°58'33"E, 13.26 feet along said Right-of-Way line to a point of curvature of a 70.00 foot radius curve concave to the Southwest; thence Southeasterly 98.88 feet along said Right-of-Way line, and said curve, said curve has a chord length of 90.86 feet, and a chord bearing of S49°30'36"E to a point of reverse curvature of a 230.00 foot radius curve concave to the Northeast; thence Southeasterly 187.48 feet along said Right-of-Way line, and said reverse curve, said reverse curve has a chord length of 182.34 feet, and a chord bearing of S32°23'47"E; thence S55°44'56"E, 28.57 feet along said Right-of-Way line to the Northeasterly corner of Lot 14 in said Twelve Oaks Plat 1; thence S34°15'04"W, 125.62 feet along the Northerly line of said Lot 14 to the Northwesterly corner of said Lot 14; thence S13°52'04"E, 91.03 feet along the West line of said Lot 14 to the Southwesterly corner of said Lot 14, and to the Northwest corner of Lot 13 in said Twelve Oaks Plat 1; thence S19°48'11"W, 70.91 feet along the West line of said Lot 13 to the Southwest corner of said Lot 13, and to the Northwest corner of Lot 12 in said Twelve Oaks Plat 1; thence S12°00'00"E, 396.38 feet along the West line of Lots 12, 11, 10 and 9 in said Twelve Oaks Plat 1; thence S55°01'01"W, 140.32 feet; thence S89°54'12"W, 160.00 feet; thence N14°51'21"W, 39.25 feet; thence N85°15'27"W, 313.66 feet to the Southeast corner of Lot 11 in said Twelve Oaks Plat 2; thence N00°05'52"W, 82.87 feet along the East line of said Lot 11; thence N08°31'46"E, 196.45 feet along the East line of Lots 11, 12 and B in said Twelve Oaks Plat 2 to the Northerly Right-of-Way line of Twelve Oaks Court, as it is presently established, and to a non-tangent 1230.00 foot radius curve concave to the Southwest; thence Northwesterly 35.67 feet along said Northerly Right-of-Way line, and said non-tangent curve, said non-tangent curve has a chord length of 35.67 feet, and chord bearing of N82°18'04"W to the Southeast corner of Lot 13 in said Twelve Oaks Plat 2; thence N07°00'00"E, 147.30 feet along the East line of said Lot 13 to the Northeast corner of said Lot 13; thence N84°23'44"W, 7.53 feet to the Southeast corner of Lot C in said Twelve Oaks Plat 2; thence N00°42'09"E, 108.12 feet along the East line of said Lot C and Lot 14 in said Twelve Oaks Plat 2 to the Point of Beginning. Said tract of land contains 8.595 acres more or less. Said tract of land being subject to all easements of record.

# ***CONSENT TO PLAT***

## Recorder's Cover Sheet

Preparer Information (Name and Complete Address):

Timothy R. Williams    505 5<sup>th</sup> Avenue, Suite 535    Des Moines, IA 50309-2320    515/280-3300

Taxpayer Information (Name and Complete Address):

Twelve Oaks, LLC  
1129 Burr Oak Drive  
West Des Moines, IA 50266

Return Document to (Name and Complete Address):

Timothy R. Williams  
505 5<sup>th</sup> Avenue, Suite 535  
Des Moines, IA 50309-2320

### **GRANTORS**

Twelve Oaks, L.L.C.

### **GRANTEES**

The Public

**Legal Description:** See Exhibit A

**Document or instrument number of previously recorded documents:** \_\_\_\_\_

# CONSENT TO PLAT

## KNOW ALL MEN BY THESE PRESENTS:

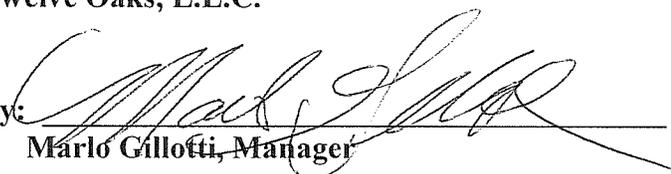
The undersigned hereby states, acknowledges and certifies that Twelve Oaks, L.L.C. is the titleholder of the real estate in Polk County, Iowa, described as follows, to-wit:

*See Exhibit A attached hereto which by this reference is incorporated herein as if fully set out*

as the same appears on the accompanying plat of Twelve Oaks Plat 4, Polk City, Polk County, Iowa and that said platting is done with the free consent and in accordance with the desires of said owner.

Dated this 12 day of October, 2016.

Twelve Oaks, L.L.C.

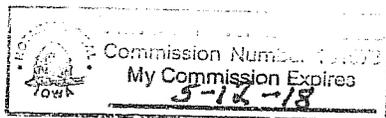
By:   
Marlo Gillotti, Manager

STATE OF IOWA

SS: }

COUNTY OF POLK

On this 12<sup>th</sup> day of OCTOBER, 2016, before me, the undersigned, a Notary Public, personally appeared **Marlo Gillotti**, to me personally known, who being by me duly sworn, did say that he is Manager of Twelve Oaks, L.L.C., an Iowa limited liability company, executing the within and foregoing instrument; that no seal has been procured by the said company; and that said instrument was signed on behalf of said company by authority of its managers and members; and that the said **Marlo Gillotti** acknowledged the execution of said instrument to be the voluntary act and deed of said company by it voluntarily executed.



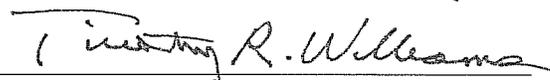
  
NOTARY PUBLIC IN AND FOR SAID  
COUNTY AND STATE

Exhibit A  
Legal Description

A tract of land being a part of Outlot Y in Twelve Oaks Plat 2, an Official Plat, now included in and forming a part of Polk City, Polk County, Iowa. Said tract of land being more particularly described as follows: Beginning at the Southeast corner of Lot 15 in Twelve Oaks Plat 2, an Official Plat, Polk City, Polk County, Iowa, said point also being the Southwest corner of Parcel "C" of the Plat of Survey recorded at Book 15243 Page 329 in the office of the Polk County Recorder; thence S89°17'51"E, 244.45 feet along the North line of Outlot Y in said Twelve Oaks Plat 2, and along the South line of said Parcel "C" to the Southeast corner of said Parcel "C"; thence N06°21'27"E, 162.51 feet along the East line of said Parcel "C" to the Southwest corner of Lot 15 in Twelve Oaks Plat 1, an Official Plat, Polk City, Polk County, Iowa; thence S89°58'33"E, 116.50 feet along the South line of said Lot 15 to the Southeast corner of said Lot 15; thence N00°01'27"E, 197.10 feet along the East line of said Lot 15 to the Northeast corner of said Lot 15, and to the Right-of-Way line of E. Southside Drive, as it is presently established; thence S89°58'33"E, 13.26 feet along said Right-of-Way line to a point of curvature of a 70.00 foot radius curve concave to the Southwest; thence Southeasterly 98.88 feet along said Right-of-Way line, and said curve, said curve has a chord length of 90.86 feet, and a chord bearing of S49°30'36"E to a point of reverse curvature of a 230.00 foot radius curve concave to the Northeast; thence Southeasterly 187.48 feet along said Right-of-Way line, and said reverse curve, said reverse curve has a chord length of 182.34 feet, and a chord bearing of S32°23'47"E; thence S55°44'56"E, 28.57 feet along said Right-of-Way line to the Northeasterly corner of Lot 14 in said Twelve Oaks Plat 1; thence S34°15'04"W, 125.62 feet along the Northerly line of said Lot 14 to the Northwesterly corner of said Lot 14; thence S13°52'04"E, 91.03 feet along the West line of said Lot 14 to the Southwesterly corner of said Lot 14, and to the Northwest corner of Lot 13 in said Twelve Oaks Plat 1; thence S19°48'11"W, 70.91 feet along the West line of said Lot 13 to the Southwest corner of said Lot 13, and to the Northwest corner of Lot 12 in said Twelve Oaks Plat 1; thence S12°00'00"E, 396.38 feet along the West line of Lots 12, 11, 10 and 9 in said Twelve Oaks Plat 1; thence S55°01'01"W, 140.32 feet; thence S89°54'12"W, 160.00 feet; thence N14°51'21"W, 39.25 feet; thence N85°15'27"W, 313.66 feet to the Southeast corner of Lot 11 in said Twelve Oaks Plat 2; thence N00°05'52"W, 82.87 feet along the East line of said Lot 11; thence N08°31'46"E, 196.45 feet along the East line of Lots 11, 12 and B in said Twelve Oaks Plat 2 to the Northerly Right-of-Way line of Twelve Oaks Court, as it is presently established, and to a non-tangent 1230.00 foot radius curve concave to the Southwest; thence Northwesterly 35.67 feet along said Northerly Right-of-Way line, and said non-tangent curve, said non-tangent curve has a chord length of 35.67 feet, and chord bearing of N82°18'04"W to the Southeast corner of Lot 13 in said Twelve Oaks Plat 2; thence N07°00'00"E, 147.30 feet along the East line of said Lot 13 to the Northeast corner of said Lot 13; thence N84°23'44"W, 7.53 feet to the Southeast corner of Lot C in said Twelve Oaks Plat 2; thence N00°42'09"E, 108.12 feet along the East line of said Lot C and Lot 14 in said Twelve Oaks Plat 2 to the Point of Beginning. Said tract of land contains 8.595 acres more or less. Said tract of land being subject to all easements of record.



## Warranty Deed

(Corporate/Business Entity Grantor)  
THE IOWA STATE BAR ASSOCIATION  
Official Form #335

### Recorder's Cover Sheet

**Preparer Information:** (Name, address and phone number)

Timothy R. Williams  
505 5th Avenue, Suite 535  
Des Moines, IA 50309 Phone: (515) 280-3300

**Taxpayer Information:** (Name and complete address)

Twelve Oaks, L.L.C.  
1129 Burr Oak Drive  
West Des Moines, IA 50266

**Return Document To:** (Name and complete address)

City of Polk City, Iowa  
112 3rd Street, P.O. Box 426  
Polk City, IA 50266

**Grantors:**

Twelve Oaks, L.L.C.

**Grantees:**

City of Polk City, Iowa

**Legal description:** See Page 2

**Document or instrument number of previously recorded documents:**



# Warranty Deed

(Corporate/Business Entity Grantor)

For the consideration of One (1) Dollar(s) and other  
valuable consideration, Twelve Oaks, L.L.C.

a(n) Limited Liability Company organized and existing under  
the laws of State of Iowa does hereby Convey to City of Polk City, Iowa

the following described real estate in Polk County, Iowa:  
Lots A and B in Twelve Oaks Plat 4, an Official Plat, now included in and forming a part of the City of  
Polk City, Polk County, Iowa

Exempt from transfer tax pursuant to Section 428A.2(6), Code of Iowa-Transfer to a municipality  
without consideration

The grantor hereby covenants with grantees, and successors in interest, that it holds the real  
estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that  
the real estate is free and clear of all liens and encumbrances, except as may be above stated; and it  
covenants to Warrant and Defend the real estate against the lawful claims of all persons, except as  
may be above stated.

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

Dated: October 12, 2016

Twelve Oaks, L.L.C.  
a(n) Limited Liability Company

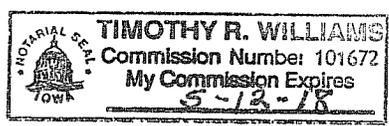
By: \_\_\_\_\_

By: *Marlo Gillotti*  
Marlo Gillotti, Manager

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

STATE OF IOWA, COUNTY OF POLK

This instrument was acknowledged before me on this OCTOBER 12, 2016  
by Marlo Gillotti  
as Manager  
of Twelve Oaks, L.L.C.



*Timothy R. Williams*  
\_\_\_\_\_, Notary Public



**5. Private Burial Site (check one)**

- There are no known private burial sites on this property.
- There is a private burial site on this property. The location(s) of the site(s) and known identifying information of the decedent(s) is stated below or on an attached separate sheet, as necessary.

**6. Private Sewage Disposal System (check one)**

- All buildings on this property are served by a public or semi-public sewage disposal system.
- This transaction does not involve the transfer of any building which has or is required by law to have a sewage disposal system.
- There is a building served by private sewage disposal system on this property or a building without any lawful sewage disposal system. A certified inspector's report is attached which documents the condition of the private sewage disposal system and whether any modifications are required to conform to standards adopted by the Department of Natural Resources. A certified inspection report must be accompanied by this form when recording.
- There is a building served by private sewage disposal system on this property. Weather or other temporary physical conditions prevent the certified inspection of the private sewage disposal system from being conducted. The buyer has executed a binding acknowledgment with the county board of health to conduct a certified inspection of the private sewage disposal system at the earliest practicable time and to be responsible for any required modifications to the private sewage disposal system as identified by the certified inspection. A copy of the binding acknowledgment is attached to this form.
- There is a building served by private sewage disposal system on this property. The buyer has executed a binding acknowledgment with the county board of health to install a new private sewage disposal system on this property within an agreed upon time period. A copy of the binding acknowledgment is provided with this form.
- There is a building served by private sewage disposal system on this property. The building to which the sewage disposal system is connected will be demolished without being occupied. The buyer has executed a binding acknowledgment with the county board of health to demolish the building within an agreed upon time period. A copy of the binding acknowledgment is provided with this form. [Exemption #9]
- This property is exempt from the private sewage disposal inspection requirements pursuant to the following exemption [Note: for exemption #9 use prior check box]: \_\_\_\_\_.
- The private sewage disposal system has been installed within the past two years pursuant to permit number \_\_\_\_\_.

**Information required by statements checked above should be provided here or on separate sheets attached hereto:**

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**I HEREBY DECLARE THAT I HAVE REVIEWED THE INSTRUCTIONS FOR THIS FORM AND THAT THE INFORMATION STATED ABOVE IS TRUE AND CORRECT.**

Signature:  Telephone No.: (515) 250-2138  
(Transferor or Agent)



## PARTIAL RELEASE OF REAL ESTATE MORTGAGE

THE IOWA STATE BAR ASSOCIATION

Official Form #130

Recorder's Cover Sheet

**Preparer Information:** (Name, address and phone number)

Timothy R. Williams

505 5th Avenue, Suite 535

Des Moines, IA 50309

(515) 280-3300

**Taxpayer Information:** (Name and complete address)

Twelve Oaks, L.L.C.

1129 Burr Oak Drive

West Des Moines, IA 50266

**Return Document To:** (Name and complete address)

Timothy R. Williams

505 5th Avenue, Suite 535

Des Moines, IA 50309

**Grantors:**

Great Southern Bank

**Grantees:**

Twelve Oaks, L.L.C.

**Legal description:** See Page 2

**Document or instrument number of previously recorded documents:**



### PARTIAL RELEASE OF REAL ESTATE MORTGAGE

The undersigned, the present owner(s) of the mortgage hereinafter described, for valuable consideration, receipt of which is hereby acknowledged, do hereby acknowledge that the following described real estate situated in Polk County, Iowa, to wit:

Lot A and B in Twelve Oaks Plat 4, an Official Plat, now included in and forming a part of the City of Polk City, Polk County, Iowa

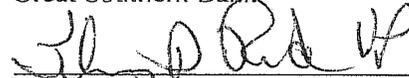
is hereby released from the lien of the real estate mortgage, executed by Twelve Oaks, L.L.C. dated August 30, 2012, recorded in the records of the Office of the Recorder of the County of Polk, State of Iowa, recorded as document reference number Book 14423 Page 244 \*, specifically reserving and retaining the mortgage lien and all mortgage rights against all of the remaining property embraced in the mortgage above described.

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

Dated this October 11, 2016

Great Southern Bank

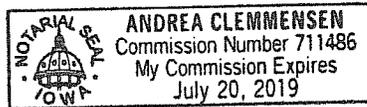
\* and the modifications thereof filed at Book 14809 on Page 496 and at Book 16041 on Page 734 of the Polk County Recorder.

  
Thomas D. Rude, Vice-President

#### CORPORATE/PARTNERSHIP

STATE OF IOWA, COUNTY OF POLK

This instrument was acknowledged before me on October 11, 2016  
by Thomas D. Rude  
as Vice-President  
of Great Southern Bank



  
, Notary Public

#### INDIVIDUAL

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_  
by \_\_\_\_\_

\_\_\_\_\_  
, Notary Public

NOTE: For complete release of real estate mortgage, see ISBA Form No. 129.

WHEN RECORDED RETURN TO:  
City of Polk City, Iowa  
112 3<sup>rd</sup> Street P.O. Box 426  
Polk City, Iowa 50226

Preparer Information: Timothy R. Williams, 505 5<sup>th</sup> Ave., Suite 535, Des Moines, Iowa 50309 (515) 280-3300

### STORM SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Twelve Oaks, L.L.C., of the City of Polk City, County of Polk, State of Iowa, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Polk City, Iowa, receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Polk City, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

See Exhibit "A" attached hereto which by this reference is incorporated herein as if fully set out.

That the above described easement is granted unto the City of Polk City, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

#### Storm Sewer

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.
2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.
3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on,

through, across or within the Easement Area.

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

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

6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

8. Consent and Subordination of Mortgage Holder(s). By signing this Agreement, the undersigned lender, its successors and assigns consents to the terms of this easement agreement and hereby subordinates its interest in the Easement Area to the interest of the City and its successors and assigns.

9. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

That the Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

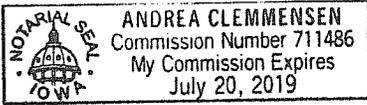
IN WITNESS WHEREOF, we have hereunto affixed our hands this 11<sup>th</sup> day of October, 2016.

Twelve Oaks, L.L.C.

By   
Mafo Gillotti, Manager

STATE OF IOWA )  
 ) ss:  
COUNTY OF POLK )

On this 11<sup>th</sup> day of October, 2016, before me, a Notary Public in and for said county, personally appeared Marlo Gillotti, to me personally known, who being by me duly (sworn or affirmed) did say that he is the Manager of said company, that said instrument was signed on behalf of the said company by authority of its members; and, that said Marlo Gillotti, as such Manager, acknowledged the execution of said instrument to be the voluntary act and deed of said company, by it and by him voluntarily executed.



Andrea Clemmensen  
Notary Public in and for the State of Iowa

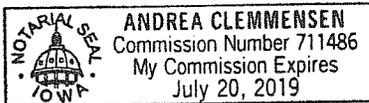
Consented to by: Great Southern Bank

By: Thomas D. Rude, VP  
Thomas D. Rude

Its: Vice-President

STATE OF IOWA )  
 ) ss:  
COUNTY OF POLK )

On this 11<sup>th</sup> day of October, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Thomas D. Rude to me personally know, who being by me duly sworn, did say that he is the Vice-President of the corporation executed the within and foregoing instrument, that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation and by authority of its Board of Directors; and that Thomas D. Rude, as Vice-President, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.



Andrea Clemmensen  
Notary Public in and for the State of Iowa

ACCEPTANCE BY CITY

STATE OF IOWA            )  
                                  ) ss:  
COUNTY OF POLK        )

I, Jenny Gibbons, City Clerk of the City of Polk City, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City by Resolution No. \_\_\_\_\_, passed on the \_\_\_\_ day of \_\_\_\_\_, 2016, and this certificate is made pursuant to authority contained in said Resolution.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Jenny Gibbons, City Clerk of the City of Polk City, Iowa

## STORM SEWER EASEMENT

A Storm Sewer Easement across the North 15.00 feet of Lots 10, 11, 12 and 13, the West 15.00 feet of Lot 11 and the East 15.00 feet of Lot 12, Twelve Oaks Plat 4, an Official Plat, Polk City, Polk County, Iowa.

**WHEN RECORDED RETURN TO:**

City of Polk City, Iowa  
112 3<sup>rd</sup> Street P.O. Box 426  
Polk City, Iowa 50226

Preparer Information: Timothy R. Williams, 505 5<sup>th</sup> Ave., Suite 535, Des Moines, Iowa 50309 (515) 280-3300

**OVERLAND FLOWAGE AND STORM SEWER EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

That the undersigned, Twelve Oaks, L.L.C., of the City of Polk City, County of Polk, State of Iowa, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Polk City, Iowa, receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Polk City, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

See Exhibit "A" attached hereto which by this reference is incorporated herein as if fully set out.

That the above described easement is granted unto the City of Polk City, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

**Overland Flowage and Storm Sewer**

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.
2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.
3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on,

through, across or within the Easement Area.

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

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

6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

8. Consent and Subordination of Mortgage Holder(s). By signing this Agreement, the undersigned lender, its successors and assigns consents to the terms of this easement agreement and hereby subordinates its interest in the Easement Area to the interest of the City and its successors and assigns.

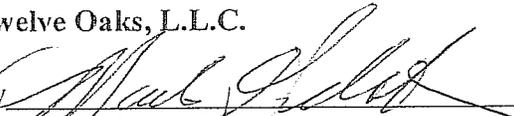
9. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

That the Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

IN WITNESS WHEREOF, we have hereunto affixed our hands this 11<sup>th</sup> day of October, 2016.

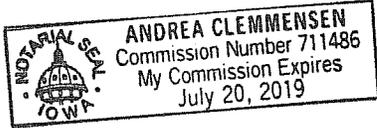
Twelve Oaks, L.L.C.

By

  
Marlo Gillotti, Manager

STATE OF IOWA )  
 ) ss:  
COUNTY OF POLK )

On this 11<sup>th</sup> day of October, 2016, before me, a Notary Public in and for said county, personally appeared Marlo Gillotti, to me personally known, who being by me duly (sworn or affirmed) did say that he is the Manager of said company, that said instrument was signed on behalf of the said company by authority of its members; and, that said Marlo Gillotti, as such Manager, acknowledged the execution of said instrument to be the voluntary act and deed of said company, by it and by him voluntarily executed.



Andrea Clemmensen  
Notary Public in and for the State of Iowa

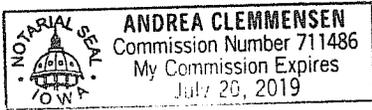
Consented to by: Great Southern Bank

By: Thomas D. Rude VP  
Thomas D. Rude

Its: Vice-President

STATE OF IOWA )  
 ) ss:  
COUNTY OF POLK )

On this 11<sup>th</sup> day of October, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Thomas D. Rude to me personally know, who being by me duly sworn, did say that he is the Vice-President of the corporation executed the within and foregoing instrument, that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation and by authority of its Board of Directors; and that Thomas D. Rude, as Vice-President, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.



Andrea Clemmensen  
Notary Public in and for the State of Iowa

ACCEPTANCE BY CITY

STATE OF IOWA            )  
  ) ss:  
COUNTY OF POLK        )

I, Jenny Gibbons, City Clerk of the City of Polk City, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City by Resolution No. \_\_\_\_\_, passed on the \_\_\_\_ day of \_\_\_\_\_, 2016, and this certificate is made pursuant to authority contained in said Resolution.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Jenny Gibbons, City Clerk of the City of Polk City, Iowa

OVERLAND FLOWAGE & STORM SEWER EASEMENT

An Overland Flowage & Storm Sewer Easement across the South 15.00 feet of Lots 10 & 11, Twelve Oaks Plat 4, an Official Plat, Polk City, Polk County, Iowa.

And

The West 15.00 feet of Lot 4, Twelve Oaks Plat 4, an Official Plat, Polk City, Polk County, Iowa.

And

The East 15.00 feet of Lot 3, Twelve Oaks Plat 4, an Official Plat, Polk City, Polk County, Iowa.

**WHEN RECORDED RETURN TO:**

City of Polk City, Iowa  
112 3<sup>rd</sup> Street P.O. Box 426  
Polk City, Iowa 50226

Preparer Information: Timothy R. Williams, 505 5<sup>th</sup> Ave., Suite 535, Des Moines, Iowa 50309 (515) 280-3300

**SANITARY SEWER EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

That the undersigned, Twelve Oaks, L.L.C., of the City of Polk City, County of Polk, State of Iowa, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Polk City, Iowa, receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Polk City, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

See Exhibit "A" attached hereto which by this reference is incorporated herein as if fully set out.

That the above described easement is granted unto the City of Polk City, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

**Sanitary Sewer**

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.
2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.
3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on,

through, across or within the Easement Area.

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

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

6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

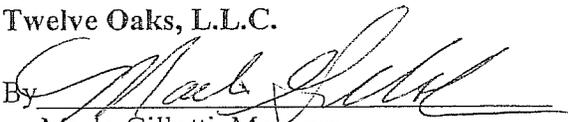
8. Consent and Subordination of Mortgage Holder(s). By signing this Agreement, the undersigned lender, its successors and assigns consents to the terms of this easement agreement and hereby subordinates its interest in the Easement Area to the interest of the City and its successors and assigns.

9. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

That the Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

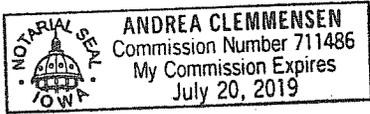
IN WITNESS WHEREOF, we have hereunto affixed our hands this 11<sup>th</sup> day of October, 2016.

Twelve Oaks, L.L.C.

By   
Marlo Gillotti, Manager

STATE OF IOWA )  
 ) ss:  
COUNTY OF POLK )

On this 11<sup>th</sup> day of October, 2016, before me, a Notary Public in and for said county, personally appeared Marlo Gillotti, to me personally known, who being by me duly (sworn or affirmed) did say that he is the Manager of said company, that said instrument was signed on behalf of the said company by authority of its members; and, that said Marlo Gillotti, as such Manager, acknowledged the execution of said instrument to be the voluntary act and deed of said company, by it and by him voluntarily executed.



Andrea Clemmensen  
Notary Public in and for the State of Iowa

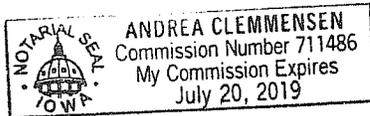
Consented to by: Great Southern Bank

By: Thomas D. Rude VP  
Thomas D. Rude

Its: Vice-President

STATE OF IOWA )  
 ) ss:  
COUNTY OF POLK )

On this 11<sup>th</sup> day of October, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Thomas D. Rude to me personally know, who being by me duly sworn, did say that he is the Vice-President of the corporation executed the within and foregoing instrument, that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation and by authority of its Board of Directors; and that Thomas D. Rude, as Vice-President, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.



Andrea Clemmensen  
Notary Public in and for the State of Iowa

ACCEPTANCE BY CITY

STATE OF IOWA            )  
                                      ) ss:  
COUNTY OF POLK        )

I, Jenny Gibbons, City Clerk of the City of Polk City, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City by Resolution No. \_\_\_\_\_, passed on the \_\_\_\_ day of \_\_\_\_\_, 2016, and this certificate is made pursuant to authority contained in said Resolution.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Jenny Gibbons, City Clerk of the City of Polk City, Iowa

SANITARY SEWER EASEMENT

A Sanitary Sewer Easement across the South 10.00 feet of Lots 1 through 5, Twelve Oaks Plat 4,  
an Official Plat, Polk City, Polk County, Iowa

**WHEN RECORDED RETURN TO:**

City of Polk City, Iowa  
112 3<sup>rd</sup> Street P.O. Box 426  
Polk City, Iowa 50226

Preparer Information: Timothy R. Williams, 505 5<sup>th</sup> Ave., Suite 535, Des Moines, Iowa 50309 (515) 280-3300

**OVERLAND FLOWAGE EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

That the undersigned, Twelve Oaks, L.L.C., of the City of Polk City, County of Polk, State of Iowa, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Polk City, Iowa, receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Polk City, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

See Exhibit "A" attached hereto which by this reference is incorporated herein as if fully set out.

That the above described easement is granted unto the City of Polk City, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

**Overland Flowage**

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.
2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.
3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on,

through, across or within the Easement Area.

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

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

6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

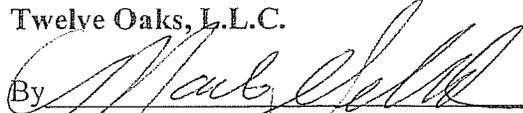
8. Consent and Subordination of Mortgage Holder(s). By signing this Agreement, the undersigned lender, its successors and assigns consents to the terms of this easement agreement and hereby subordinates its interest in the Easement Area to the interest of the City and its successors and assigns.

9. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

That the Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

IN WITNESS WHEREOF, we have hereunto affixed our hands this 11<sup>th</sup> day of October, 2016.

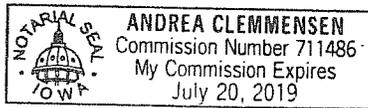
Twelve Oaks, L.L.C.

By 

Marlo Gillotti, Manager

STATE OF IOWA )  
 ) ss:  
COUNTY OF POLK )

On this 11<sup>th</sup> day of October, 2016, before me, a Notary Public in and for said county, personally appeared Marlo Gillotti, to me personally known, who being by me duly (sworn or affirmed) did say that he is the Manager of said company, that said instrument was signed on behalf of the said company by authority of its members; and, that said Marlo Gillotti, as such Manager, acknowledged the execution of said instrument to be the voluntary act and deed of said company, by it and by him voluntarily executed.



Andrea Clemmensen  
Notary Public in and for the State of Iowa

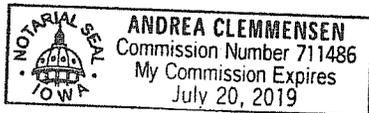
Consented to by: Great Southern Bank

By: Thomas D. Rude VP  
Thomas D. Rude

Its: Vice-President

STATE OF IOWA )  
 ) ss:  
COUNTY OF POLK )

On this 11<sup>th</sup> day of October, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Thomas D. Rude to me personally know, who being by me duly sworn, did say that he is the Vice-President of the corporation executed the within and foregoing instrument, that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation and by authority of its Board of Directors; and that Thomas D. Rude, as Vice-President, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.



Andrea Clemmensen  
Notary Public in and for the State of Iowa

ACCEPTANCE BY CITY

STATE OF IOWA            )  
  ) ss:  
COUNTY OF POLK         )

I, Jenny Gibbons, City Clerk of the City of Polk City, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City by Resolution No. \_\_\_\_\_, passed on the \_\_\_\_ day of \_\_\_\_\_, 2016, and this certificate is made pursuant to authority contained in said Resolution.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Jenny Gibbons, City Clerk of the City of Polk City, Iowa

## OVERLAND FLOWAGE EASEMENT

An Overland Flowage Easement across the East 10.00 feet of Lots 6, 7 and 8, Twelve Oaks Plat 4, an Official Plat, Polk City, Polk County, Iowa.

And

The Southerly 10.00 feet of Lots 8 and 9, Twelve Oaks Plat 4, an Official Plat, Polk City, Polk County, Iowa

And

The South 15.00 feet of Lot 12 and 13, Twelve Oaks Plat 4, an Official Plat, Polk City, Polk County, Iowa.

*Prepared by and after*

Recording Return to: Timothy R. Williams, 505 Fifth Avenue, Suite 535, Des Moines, Iowa 50309-2320  
(515) 280-3300

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR LOTS 1 THROUGH 13 INCLUSIVE IN**  
**TWELVE OAKS PLAT 4, AN OFFICIAL PLAT,**  
**POLK CITY, POLK COUNTY, IOWA.**

Twelve Oaks, L.L.C., an Iowa limited liability company, being the owner of the following described real estate, to-wit:

Lots 1-13, inclusive, in Twelve Oaks Plat 4, an Official Plat, now included in and forming a part of the City of Polk City, Polk County, Iowa, (sometimes referred to herein as the "Property"),

does hereby establish and place residential covenants, conditions and restrictions ("Covenants") upon the Property which shall be held, sold and conveyed subject to the following covenants, conditions, and restrictions which are for the purpose of protecting the value and desirability of the Property, and which shall run with the real estate and be binding on all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

I. DEFINITIONS.

For the purpose of this Declaration, the following terms shall have the following definitions, except as otherwise specifically provided:

- A. "Twelve Oaks" shall mean Lots 1-13, inclusive, located in the residential subdivision of Twelve Oaks Plat 4, an Official Plat, now included in and forming a part of the City of Polk City, Iowa.
- B. "Declarant" shall mean Twelve Oaks, L.L.C., or its successors or assigns.

- C. “Lot” shall mean any buildable individual parcel of land that is shown upon the recorded plat of Twelve Oaks.
- D. “Building Plot” shall mean one or more platted Lots on which a home is to be located.
- E. “Owner” shall mean the record holder, whether one or more persons or entities, of the fee simple title to or vendee under an installment real estate contract of any Lot.
- F. “City” shall mean the City of Polk City, Iowa, a municipal corporation.

II. DESIGNATION OF USE.

Lots 1-13, inclusive in Twelve Oaks Plat 4, Polk City, Polk County, Iowa, shall be known and described as residential building Lots or Building Plots and shall not be developed with more than one “SINGLE FAMILY” dwelling for each platted Lot, and shall not be improved, used or occupied for other than private residential purposes, consistent with these Covenants and with the Zoning Ordinance of the City.

III. BUILDING AREA; RESTRICTIONS

A. No building or structure shall be constructed, altered, or maintained on any Lot or Building Plot other than a SINGLE-FAMILY home or any structure allowed by the City Zoning Ordinance. All single-family homes shall contain the following minimum square footages of finished living space and meet the following requirements:

- i. One-story/ranch dwellings must have a ground floor finished floor area of not less than 1,700 square feet.
- ii. One and one-half story dwellings must have not less than 1,800 square feet of finished floor area on the main level and a total of all levels of not less than 2,200 square feet.
- iii. Two-story dwellings must have a total of not less than 2,400 square feet finished area.
- iv. Split entry dwellings must have not less than 1,800 square feet of finished floor area on the upper level, and 2,200

square feet in total, but a 70% credit will be given for finished floor area of lower level which is 50% or more exposed over finished grade;

- v. Split level dwellings must have not less than 1,800 square feet of finished area directly under the roof, and 2,200 square feet in total, but a 70% credit will be given for finished area of lower level which is 50% or more exposed over finished grade;
- vi. No building shall be erected on any Lot or Building Plot unless the design and location is in harmony with existing structures within the Property as determined in the building plans review process described below in Article IV; and
- vii. In the computation of square footages under this paragraph, any porches, breezeways, attached or built-in garages, finished basement areas or four-season porches shall be excluded.

B. All structures built in Twelve Oaks shall blend in with the terrain rather than contrast with it. The use of natural materials is encouraged, i.e., stained wood, stone, brick and warm-toned shingles, as well as soft, earth-tone colors. All exposed concrete foundations on front elevations only must be covered with brick, stone, veneered or stucco textured; provided, however, that other foundation sides may be exposed but not to exceed twenty-four (24) inches above grade. Any exposed portion of a foundation as permitted herein shall be painted to match the remainder of the structure. At least 40% of the front of each home shall be brick or stone veneer (30% for two-story dwellings). All structures built in Twelve Oaks shall be shingled with materials and be in colors acceptable to the Declarant described below in these Covenants.

C. All residences shall have, at a minimum, an attached 3-car garage. Detached garages shall not be permitted. All driveways shall be constructed of Portland cement concrete. Each dwelling shall provide off-street parking for a minimum of three cars, in addition to the attached garage. In computing the off-street parking capacity, the area immediately adjacent to the garage doors shall also be included. No garage doors over eight feet in height shall be permitted.

D. No fences may be built forward of the centerline of the house built on a Building Plot or Lot. Yard fencing is discouraged. There shall be no fencing or other obstructions on any sanitary sewer easement or drainage easement unless

approved in writing by the City. All fences shall be no more than six (6) feet in height and shall be a black, vinyl-clad cyclone fence or decorative steel fences acceptable to the Declarant in the review process described below in paragraph IV.

E. No satellite dish shall be located upon any Lot unless it meets the following requirements:

- i. It shall not be mounted on a trailer or other temporary or portable device, but shall be permanently installed in an acceptable fashion;
- ii. It shall be located so that no part of the device is in front of the home it serves unless it is impossible to locate it elsewhere and make the dish workable;
- iii. It shall not exceed two (2) feet in diameter;
- iv. It shall be constructed of metal material, gray or black in color, or, to the extent technically feasible, be painted to match the color of the home it serves; and
- v. Ground mounted satellite dishes shall be permitted.

F. No light poles shall be used or placed upon any Lot that extend more than 10 feet above grade. All light poles shall be of a residential design. All pole lights shall be positioned and directed so as not to directly shine onto any adjoining Lot or constitute a nuisance to any adjoining Lot Owner.

G. No exterior towers or antennas of any kind shall be constructed or permitted on any Lot or installed on any structure; however, television or radio antennas shall be permitted in the attic of a residential dwelling or structure.

H. Swimming pools are permitted.

I. No trash receptacles or garbage cans shall be permitted to be placed outside of a building or a structure on any Lot unless hidden by an attractive screen or landscaping of suitable height and variety.

J Any play sets erected shall be earth-tone in color, not exceed ten (10) feet in height, be properly maintained, and located only in the rear yard of a Lot.

K. No Outbuildings shall be permitted; provided, however, garden sheds shall be permitted so long as:

- i. They are no larger than permitted by the City.
- ii. They are constructed with the same siding and roofing material as the home on the Lot or Building Plot and painted the same color as the home.
- iii. They are not metal sheds but shall have the same appearance as the home on the Lot.
- iv. They are not closer than 8 feet from the side Lot lines and not closer than 10 feet from the principal building and not closer than 10 feet from the rear Lot line; provided, that no shed shall be built within any easement area.

L. No manufactured homes or buildings, mobile homes or mobile buildings shall be placed on or erected on any Lot. No houses or buildings shall be moved into or onto any Lot. All homes and buildings shall be constructed in place on a Lot; provided, however, panelized construction of a home on a Lot shall be permitted. Modular built homes may be allowed but only with the approval of the Declarant as described below in Article IV.

M. The minimum setbacks as specified in this Declaration shall be measured from the Lot line from which the setback is being measured to the nearest building or structure. No buildings or structures (except for permitted fences, drive entrance columns, or mailboxes) shall be constructed or maintained within the required minimum setback area. The definition of the terms "front yard", "side yard", "rear yard", "building", "structure" or other similar term relating to setbacks shall be the same as that definition contained in the City's Zoning Ordinance now or in the future and the setbacks shall be the same as required by the City's Zoning Ordinance now or in the future. Lots shall also be subject to all setbacks, easements and restrictions shown on the plat of Twelve Oaks filed of public record. The following specific bulk requirements shall apply to the Property:

- i. Lot Area: Minimum of 10,000 square feet.
- ii. Lot Width; Minimum of 80 feet;

- iii. Front Yard Setback: Minimum of 35 feet.
- iv. Rear Yard Setbacks: Minimum of 35 feet for dwellings and 45 feet for other principal structures.
- v. Side Yard Setbacks: Minimum of 8 feet on each side yard for dwellings and 20 feet for other principal structures.

N. Items such as garbage cans, clotheslines, lawn or garden equipment, building materials and other similar items shall be stored out of public view. Garbage or trash receptacles may be placed curbside the evening before pick-up and shall be returned to acceptable storage out of view by the evening of the day of pick-up. Firewood shall not be stored on the front or side of a house. Firewood shall be neatly stacked behind the house out of sight from public view and shall not consist of more than one stack which shall not be in excess of 4' x 4' x 8' in size. Furthermore, any repair of motorcycles, automobiles, vehicle, boats or equipment shall be done completely out of public view.

O. No vehicles offensive to the neighborhood shall be stored, parked or abandoned on any Lot or street. Nothing in this paragraph, however, shall prohibit the parking of usual and customary construction equipment and vehicles during the time construction takes place on a Lot or street.

P. Upon taking possession of a Lot, Owners agree to comply with all erosion control requirements applying to their Lot, including but not limited to the following:

- i. Owners, their agents, assigns, heirs and/or building contractors shall take all necessary precautions to properly and lawfully manage storm water runoff; to prevent, stabilize, and/or control erosion; to prevent sediment migration and soil erosion from extending beyond the boundaries of the Lot; and, in the event any of the above requirements are not met, to promptly clean up all eroded sediment and to restore all affected areas to their original condition and take all remedial steps required pursuant to applicable law, including City of Polk City requirements;
- ii. Owners shall comply with all applicable Federal, State and local erosion control ordinances and permits which pertain to the Lots, including, but not limited to, becoming a transferee of the Iowa Department of Natural Resources

NPDES General Permit No. 2 (“the Permit”) and having in place a Storm Water Pollution Prevention Plan (commonly called “SWPPP”) as required by the E.P.A;

- iii. If the Declarant or a Lot Owner is cited for or notified about an alleged violation of any erosion control provision, or storm water management requirements which occurs after an Owner takes possession of a Lot, by a governmental authority, including the City of Polk City, for a condition existing on or coming from the Owner’s Lot, or migrating beyond the Lot, or other violation of law, the Owner shall promptly take the required remedial action and corrective measures requested by the governmental authority and the Owner shall also indemnify and hold the Declarant harmless from and against any and all claims, damages, fines, attorney fees, assessments, levies and/or costs incurred by the Declarant related to the citation or notice caused by the Owner’s action or inaction; and
- iv. If in the opinion of the Declarant erosion is not properly controlled, corrective action may be taken by the Declarant, and an automatic easement granted to implement the corrective action, and the actual costs thereof plus an administrative fee, as determined by the Declarant, shall be assessed against the offending Lot.

Q. Drainage and water runoff from an Owner’s Lot shall not adversely affect any other Owner, Lot or street and each Owner shall indemnify and hold harmless all other Owners and the Declarant from and against any and all damages or liability caused by an Owner’s violation of this paragraph regarding drainage and water runoff.

R. There shall be no signs posted on or within Twelve Oaks except those approved by the Declarant and except reasonable “For Sale” signs maintained by Declarant or any agents or brokers regarding sale of Lots by Owners. In no event shall any sign permitted by this paragraph be placed on any City right of way.

S. There shall be a limited noise level of thirty (30) decibels allowed to be emitted from any Lot when measured from any other Lot. Exceptions shall be lawnmowers, snow blowers, chainsaws, or other standard exterior maintenance

equipment and construction work, for which levels may reach sixty (60) decibels but only between 6:00 A.M. and 10:00 P.M.

T. Any chemical, fertilizer, herbicide or pesticide that may be used on any Lot shall be maintained, applied and disposed of in an environmentally responsible and lawful manner, Declarant reserves the right to ban or further regulate any chemical fertilizer, herbicide or pesticide pursuant to rules and regulations adopted by Declarant.

U. No person shall change the grade or elevation of any easement area within the Property reserved by the Declarant or dedicated to the City or other entity nor construct any fence or place any obstruction on or over the easement area unless approval has been obtained in writing from the City.

V. No steel, aluminum or vinyl siding or masonite board shall be allowed to be used for siding on any home or garden shed exterior. Siding commonly known as "James Hardie Plank Concrete Lap Siding" shall be permitted as well as comparable concrete siding.

#### IV. REVIEW OF BUILDING PLANS

No home, building or structure shall be erected upon any Lot until site plans and building plans have been first submitted to the Declarant and found in compliance with these Covenants and the Architectural Standards attached hereto as Addendum A, and hereby made a part of these Covenants, and approved in writing by Declarant. The Declarant shall consult with its architect in this review process. If the Declarant ceases or neglects to perform this review and approval function, the Lot Owners shall have the right to elect a three-member committee to assume this role by a majority vote of Lots in each plat (with each Lot entitled to one vote).

#### V. NOXIOUS ACTIVITIES; LIVESTOCK.

No noxious or offensive activity, sound, vibration, noise or odors shall be permitted on or to escape from any Lot, nor shall anything be maintained or done thereon which is or may become an annoyance, offensive or a nuisance either temporarily or permanently.

No animals, livestock, chickens or other poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, and other common domestic pets may be kept so long as they are not kept, bred or maintained for commercial purposes. In no event, however, shall the number of dogs or cats or other domestic pets be

maintained on any one Building Plot or Lot at any one given time exceeding the limit established by the ordinances of the City. Dogs shall be kept in strict accord with the applicable leash ordinances of the City. Owners of dogs and cats or other pets shall promptly clean up after their pets, including droppings in the Owner's yard, droppings on sidewalks, streets, or other Lots.

Pet enclosures shall be located only in rear yards and shall be at least twenty (20) feet from any Lot lines. Said enclosures shall be constructed of black, vinyl-clad cyclone fencing, and fully screened with landscaping (preferably evergreens).

VI. LANDSCAPING AND CARE.

When dwellings are completed, all Building Plots or Lots shall be fully sodded, from the front Lot line to the rear Lot line except where the topography or tree cover does not make sodding practical; provided, however, that in lieu of sodding, the rear yard area may be "terra-seeded" by a recognized company approved by the Declarant incorporating at least a one inch mulch application.

When dwellings are constructed on a Building Plot or Lot, the following trees must be planted thereon unless such trees are already in place: A minimum of two (2) two-inch caliper trees shall be planted in the front yard.

VII. WEED CONTROL.

The Owner and/or person in possession of each Lot, whether vacant or improved, shall keep the same free of rubbish, trash, weeds, and debris. If said Owner or person in possession fails to keep a Lot free of rubbish, trash, weeds and debris as required in this paragraph and is in receipt of written notice delivered by certified mail from Declarant or by any Lot Owner within seventy-five (75) feet of such Lot, to cut such weeds and remove such debris within ten (10) days but has failed to take appropriate corrective action, the Declarant or the Lot Owner giving such notice, as the case may be, may enter upon the Lot or Outlot to cut or cause to be cut such weeds, or to remove or cause to be removed such rubbish and/or debris, and said Declarant or Lot Owner shall have a right of action against the Owner of such Lot for collection of the cost thereof, including the right to assess the cost against the offending Lot.

VIII. TEMPORARY STRUCTURES OR EQUIPMENT.

No building or structure of a temporary character or any vehicle, including but not limited to trailers, recreational vehicles, motor homes, basements, tents, shacks,

garages or Outbuildings shall be constructed or used at any time as a residential dwelling on any Building Plot or Lot either temporarily or permanently.

IX. RECREATIONAL EQUIPMENT.

No recreational vehicle, all-terrain vehicle, motor home, boat, snowmobile, motorcycle, personal water craft, or trailer or similar devices may be parked or stored upon any Lot for more than seven (7) days during any calendar year, unless the same is located in a garage.

X. COMMERCIAL ACTIVITY PROHIBITED.

No home occupation or business, nor any commercial activity, shall be conducted on any Building Plot or Lot, except as permitted by the City Zoning Ordinance.

XI. EASEMENTS.

The Property is subject to easements for installation and maintenance of utilities, landscaping, and drainage facilities shown on the recorded plat of Twelve Oaks or by separate easements recorded at the time the Final Plat of Twelve Oaks is filed. The Owner and/or a person in possession of a Building Plot or Lot shall, at his or her expense, maintain, keep and preserve that portion of the easement within the Lot at all times in good repair and condition and shall neither erect nor permit erection of any building or structure of any kind, nor permit any growth of any kind within said easement which might interfere in any way with the use and patrolling of any of the utility services landscaping or drainage within the easements or contemplated to be installed within the easements in the future and fully comply with all of the terms of said easements.

XII. MAILBOXES.

Declarant shall have the right to establish written standards regarding mailboxes within the Property to ensure uniformity and to prevent distractions, subject to any City regulations. These standards may include the color, type, style, lettering, nature and location of mailboxes. The United States Postal Service, however, may now or in the future establish rules and regulations which may require Declarant to modify the mailbox standards. In the event of any conflict between the United States Postal Service rules and regulations and the terms of this paragraph regarding mailboxes, the United States Postal Service rules and regulations shall control without the need to amend or modify these Covenants.

XIV. ENFORCEMENT OF COVENANTS

The Covenants shall be deemed to run with the land to which they apply, and the Declarant or any Owner may bring an action in any court of competent jurisdiction to enforce these Covenants and enjoin their violation or to seek damages for the breach thereof, or for any other remedy or combination of remedies recognized at law or in equity.

XV. AMENDMENTS TO COVENANTS.

So long as Declarant owns any Lots or the Outlot within the Property, it shall have the absolute right to make minor amendments to this Declaration in order to correct any typographical errors without anyone's consent. Likewise, the Declarant shall have the right to make minor amendments to this Declaration to address any oversights; clarify any provision thereof; or to carry out the intent of this Declaration or to address development issues not contemplated at the date hereof, or address issues raised by the City, all without the necessity of obtaining any approval or consent of any Lot owner or any other person except that the City shall have the right to review and approve such minor amendments other than correction of typographical errors. The following requirements of these Covenants, however, shall never be amended by the Declarant except for correction of typographical errors: (i) Minimum Lot square footages; (ii) Minimum Lot widths; (iii) Minimum home square footages; and (iv) the requirement that the Property be used only for Single Family purposes.

XVII. PERIOD OF COVENANTS.

All of the foregoing Covenants, Conditions and Restrictions set forth in this Declaration shall continue and remain in full force and effect at all times and as to the Property, regardless of how title was acquired, from the date of filing of this Declaration until the 1<sup>st</sup> day of July, 2033, unless amended by an affirmative vote of two-thirds (2/3) of the Lots within the Property (with each Lot entitled to one (1) vote). Any Lot Owner or Declarant or its successor in interest shall be vested with authority to file any extension of these Covenants, Conditions and Restrictions with the Polk County Recorder if required by law to extend them beyond their initial twenty-one (21) year term.

XIII. ENFORCEABILITY AND WAIVER

- A. In the event that any one or more of the foregoing Covenants, Conditions or Restrictions shall be declared for any reason by a court of competent jurisdiction to be null and void, such judgment or decree shall not in any

manner whatsoever affect, modify, change, abrogate or nullify any of the Covenants Conditions and Restrictions not so expressly held to be void, which shall continue unimpaired and in full force and effect.

- B. All Property subject hereto shall also be subject to any and all rights and privileges of the City or acquired or hereafter acquired by the City by dedication, conveyance, filing or recording of plats or covenants as authorized by law. Wherever there is a conflict between these Covenants, Conditions or Restrictions and/or the zoning ordinance or law of the City, County or State, wherein the Property is located, that requirement which is the most restrictive shall be binding.

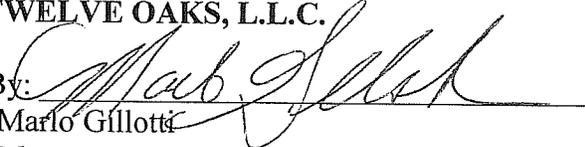
XIV. ARCHITECTURAL REVIEW PROCESS

The Architectural Review Process as well as all standards and criteria applying to development of Lots within the Property are set forth in Addendum "A" attached hereto and by this reference incorporated in and made a part of these Covenants.

DATED THIS 12 DAY OF October, 2016.

TWELVE OAKS, L.L.C.

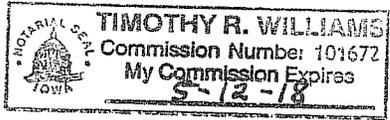
By:

  
Marlo Gillotti  
Manager

STATE OF IOWA     )  
                                  ) SS  
COUNTY OF POLK    )

On this 17<sup>th</sup> day of October, 2016, before me, a Notary Public in and for the said State, personally appeared Marlo Gillotti, to me personally known, who being by me duly sworn did say that that person is Manager of Twelve Oaks, L.L.C., that said instrument was signed on behalf of the company.

Timothy R. Williams



Notary Public in and for the State of Iowa  
My Commission Expires 5-12-18

## ADDENDUM A

### ARCHITECTURAL REVIEW PROCESS

The Declarant will review all designs, plans and construction for:

- Consideration of primary site design issues.
- Sensitivity to the special landscape potential of the homesite.
- Compatibility in architectural design.
- Compliance with Covenants, Conditions and Restrictions applying to Twelve Oaks.

These Guidelines have been created to provide property owners, architects and contractors with a set of parameters for the preparation of their drawings and specifications. These Guidelines may and will be changed from time to time by the Declarant to meet the spirit and intent of the Declaration of Covenants, Conditions and Restrictions for Twelve Oaks.

By encouraging quality and attention to detail, the aesthetic harmony as well as natural tranquility and overall property values in Twelve Oaks should be enhanced and preserved for the benefit of all present and future homeowners.

As long as Declarant owns any Lot in Twelve Oaks, this review process shall be conducted by Declarant.

### ARCHITECTURAL STYLES

These Guidelines are not intended to dictate specific architectural styles that must be used within the community, but rather to give property owners, their architects or designers a set of guidelines that will make the entire community a more attractive place in which to live. These Guidelines are created to encourage a community of individual outstanding architectural statements that, when viewed together, produce a pleasant environment.

Architectural designs should be customized for each homesite to maximize the natural features that exist. Traditional styles such as Colonial, English Country or French Country are preferred. Contemporary styling is also acceptable when it is consistent with traditional features such as rooflines and materials.

## **INTENT OF DECLARANT**

Twelve Oaks is designed to be a unique community of homes. The community's Covenants, Conditions and Restrictions do not list specific design items necessary for plan approval. Rather, the power to approve or disapprove individual building plans is the responsibility of the Declarant. The Declarant does not seek to restrict individual creativity or preferences, but rather to maintain within the overall community the aesthetic relationship among homes, natural amenities, and surrounding neighbors.

The Declarant will use these Guidelines for the purpose of review but may individually consider the merits of any design due to special conditions that, provide benefits to the adjacent areas, the specific site, or to the community as a whole.

Prior to the commencement of any construction activity, including any grading or excavation, an APPLICATION FOR APPROVAL of such work must be submitted by the Lot Owner or their representative to the Declarant. Applications are available from the Declarant. Approval by the Declarant must be received in writing prior to the start of any clearing, grading or construction. The authority to approve or disapprove building and landscape plans is set forth in the Covenants, Conditions and Restrictions for Twelve Oaks.

## **DESIGN REVIEW PROCEDURE**

### **Pre-Application Research**

The Lot Owner is responsible to acquaint his or her building team with the Declarant, these Guidelines and the process for approval.

The City of Polk City has jurisdiction over Twelve Oaks. The City should be contacted at the beginning of the planning process to insure compliance with its requirements. Compliance with all governmental regulations is the obligation of the Lot Owners.

### **Preliminary Design Review**

To establish the design concept, the owner or designer may meet informally with the Declarant to discuss and consider approaches, ideas, designs, and to review any preliminary design sketches which they may have had prepared. If the owner so chooses, a submittal of the exterior elevation drawings and a site plan showing existing grades, property lines, and building setbacks should be provided for a preliminary review. After the preliminary review of the materials and design concept, the Lot Owner or his or her representative must submit a final set of blueprints (working drawings), a detailed site plan of the home and a landscaping plan showing type, size and quantity of plant material, for the final design approval.

The Lot Owner may elect to waive the preliminary review and go directly to the submittal of a final plan; however, the Declarant strongly encourages those who are building in the community for the first time to prepare a preliminary design for review. These Guidelines outline the basic requirements and characteristics of design employed by the Declarant in reviewing (and approving) plans, including architectural, site, and landscaping.

**For the Declarant to begin the preliminary design review, a submittal package for preliminary design review should contain one (1) set of the following:**

- a) Floor plans, drawn to  $\frac{1}{4}'' = 1'0''$  scale.
- b) 4 exterior elevations, with enough detail to allow the Declarant to make an effective review of the plan. Items that should be included in the elevation drawings are: Identification of exterior materials, roof pitches, window and door treatments, decks, chimneys, posts and railings, etc.

NOTE: Items "a" and "b" may be in sketch form, that is, drawings of a preliminary nature, and need not be totally dimensioned and detailed, although room sizes and overall building dimensions should be included.

- c) A site plan drawn to scale of  $1'' = 20'$ , showing:
  - Property lines.
  - Contours, existing grades, proposed finish grades and drainage plan including ditches, swales and storm water retention areas.
  - Home location and setbacks.
  - Driveway and turn-around locations and dimensions.
  - Culverts, pipes, headwalls, the standard curb cut and mailbox location, sidewalks, patios, and A/C and garbage enclosure locations.
  - Proposed top of foundation and basement floor elevations.
  - Rear deck size and location.
  - All trees 6" in diameter and larger as measured 4' from ground level and designating those which must be removed.
- d) The Application for Approval form.

### **Final Design Review and Approval.**

The design review procedure is structured to achieve a prompt review period from the final plan submittal to final plan approval. This procedure is as follows:

- a) Submit one (1) set of final plans as further defined below in paragraph f and two copies of the Application.

- b) Submit the exterior color scheme and material selections and brick and siding samples.
- c) If the Declarant, or the applicant so desire, meetings between the property Owner and/or his agent and the Declarant shall be held as soon as is practical to review the comments regarding the plans.
- d) When revisions of the items required to be modified are minor, the Lot Owner will be informed of the Declarant's action by letter. Plans needing to be extensively modified will require resubmittal. If the plans require no revisions, the Lot Owner will be notified of the approval by letter.
- e) **SITE INSPECTION:** Following plan approval and prior to construction, each Lot Owner or his agent shall request a site inspection for permission to clear the site once their home is staked in the field. Staking shall be done with a continuous ribbon defining configuration of residence and side property lines. Any individual trees to be removed outside the ribboned area shall be ribboned individually or in groups. Inspection shall be made within three (3) working days, weather permitting, of the request. Authorization to proceed with grading and construction operations will be issued immediately thereafter, provided the staking complies with the approved plans.
- f) **CONSTRUCTION PLANS:** Final plans should be submitted on adequately sized sheets, be in the order as stated below, and consist of the following information:

SHEET ONE: SITE PLAN 1" = 20' (minimum scale)

- Show the existing topography and the proposed finish grades. The grading plan must include all drainage information including swales, storm water retention areas and ditches. This grading plan will need to be approved by the Declarant before any earth is moved on the property.
- First floor and basement floor elevations must be shown with respect to the size and grades.
- Indicate driveway widths, drainage culverts, pipe and headwalls, standard curb cut, mailbox location, sidewalks, patios, air conditioning and garbage enclosure locations. The standard curb and mailbox detail are available from the Declarant.
- Show rear deck size with stairs to the lower grade.
- Indicate the garage back-up distance, at least 28' (30' recommended), with a minimum of 3' between the edge of the driveway and the property line.
- Show any extreme site conditions including terrain, trees to be retained and trees to be removed on the plan.
- Show all the proposed structures, improvements and the proposed and actual setback lines.
- Landscape plans must be submitted no later than the time the house goes under roof, but are encouraged to be submitted with the site plan. The landscape plan

should show the name, size, spacing, quality and quantity of plants to be planted drawn to scale and spaced to scale. A plant list is required designating the proposed landscape material.

- Show the lengths, designs, height, finish and location of retaining walls. Walls are encouraged to be concrete and faced with the same finish as the exterior wall material of the home.
- Attach the application form to the upper left corner of Sheet 1. All forms should be completely filled out and signed. Exterior color scheme and material selections must be submitted with the plans.

SHEET TWO: BASEMENT PLAN:  $\frac{1}{4}'' = 1'0''$

- Walkout basements must indicate windows, doors, patio areas, stoops, deck columns, retaining walls, and all interior spaces.
- All floor plans are to correspond with the site plan's orientation.

SHEET THREE: FIRST FLOOR PLAN:  $\frac{1}{4}'' = 1'0''$

- Indicate decks, patios, stoops, retaining walls, trash enclosures, air conditioning screening, front entry step sizes, materials and finishes, driveway areas and all interior spaces of the first floor.

SHEET FOUR: SECOND FLOOR PLAN:  $\frac{1}{4}'' = 1'0''$

- Indicate lower roof projections, roof overhangs, chimney locations and all interior spaces.

SHEET FIVE: ROOF PLAN:  $\frac{1}{4}'' = 1'0''$

- Indicate all roof areas and corresponding slopes.

SHEET SIX AND SEVEN: BUILDING ELEVATIONS:  $\frac{1}{4}'' = 1'0''$

- Building elevations should be drawn along with floor plans to match the site plan orientation.
- Articulate all elevations, including hidden elevations, with finishes, window types, trims, and fascia details. Show the proposed finish grades against elevations, garbage screens, air conditioning location, screens, decks, rear stairs and the maximum height from the first floor to the uppermost roof peak. Also show exterior post and rail system details.

SHEET EIGHT: SPECIFICATIONS AND SCHEDULES: Scale is required.

Final construction specifications may be included on drawings or in book form on 8 1/2" x 11" sheets.

The Declarant will retain the final drawings for a maximum period of one hundred eighty (180) days subsequent to approval. If work has not started or a continuance not received by the owner or owner's agent within the above time period, the approval will then automatically expire.

A realistic construction schedule shall be provided as to the start and finish dates of construction. This should be submitted when final plan approval is obtained.

Contractors are reminded of the requirement to keep sites clean. **Weekly clean-up is required.** The street right-of-way is also to be maintained and kept free of mud and debris. Silt fencing must be installed to prevent runoff into the street or onto neighboring property. If sites are not kept up or any damage to adjoining property occurs through the construction process, the owner will be notified by phone or letter of the violations by the Declarant. Owners or their contractors will have three days to respond before the work is performed by the Declarant, the cost of which will be collected from the owner or contractor or assessed against the owner's lot as permitted by the Covenants.

## CONSTRUCTION

The Declarant will promptly offer its comments on the preliminary review. Upon final design approval, the plans will be ready for building permit application to the City and commencement of construction.

In addition to the final design approval from the Declarant, the Lot Owner must obtain a building permit from the City. Staking of the home prior to clearing and construction must be done in accordance with the site inspection requirements noted above.

## PROCEDURAL FLOW CHART

The following flow chart represents the steps necessary to building a residence. Any deviation from these procedures could cause unnecessary delays or additional costs if approvals are not obtained prior to construction.

Submit Application with the required supporting materials and fees.

Declarant meets to review the application and supporting materials.

Letter is sent to applicant indicating approval of application

Building process begins.  
Contact OneCall for location of Underground utilities.

Follow-up inspections are made by the Declarant.

**REMODELING AND ADDITIONS**

Remodeling and additions to existing improvements are required to meet the same criteria as new construction. All criteria concerning aesthetics, color, site location, architecture, landscaping, grading and excavations, roofs, height limit, solar collectors, satellite television, setback, lighting, hot tubs and spas, pools, etc. will be of significant concern to the Declarant. Approval is required for this work just as it is for new construction.

**LANDSCAPE**

A strong emphasis is placed on landscaping in the architectural review process. Quality landscaping is important to both the appearance of each individual home and the overall continuity of the community.

To insure that the overall beauty of the community is preserved and enhanced, the Declarant has the authority to approve or disapprove landscape plans for individual residences.

The determining factor of good landscape design should always be the architecture and location of the residence. The Declarant will take into account the various relationships between the

home, the site, and adjacent homes, views, and other amenities in making decisions regarding prospective landscape plans.

Landscape plans should be fully detailed and accurately drawn to an appropriate scale on a full-sized site plan. The plans should clearly show contours and elevations, drainage, and all pertinent site and architectural information including an accurate outline of the building with doors, windows, stoops, decks and other features accurately located and drawn. The particulars of outdoor surfaces such as walks, decks, patios, driveways, courtyards, etc. should also be specified. If spas or retaining or head walls are to be installed, architectural drawings of installations must be provided with a listing of the materials to be used.

The Declarant, has recommended various plant types to be used in the landscape plans. These plant materials have been selected because of their traditional influence in Iowa and their desirable characteristics for the entire community.

Upon selection of plant materials, the Lot Owner shall provide complete plant nomenclature for positive identification of these proposed materials. The sizes, in standards nursery "range of size" description should be given as well as the quantities of plants of each type proposed to be used in each planting group.

Any building plans shall clearly identify acceptable means for protecting trees from damage during construction and an Owner and his or her contractor or builder shall be responsible to implement the tree protection plan and to take any corrective action required by the Declarant.

#### **VACANT HOMESITES**

Some Lot Owners may elect to not immediately start construction in Twelve Oaks. While vacant, these homesites must be kept clear of dead material (including trees), fallen branches, debris, and other vegetation not compatible with other lots. Maintenance of a manicured lawn (sod) will not be required prior to building but yard areas must not restrict views from the street or adjacent homesites.

Existing grass and lawn areas must be trimmed or cut to a height of 6" or less and be clear of all weeds and unsightly vegetation. Any removal of trees must be reviewed by the Declarant prior to extraction. Failure to maintain property in an acceptable condition will result in notification to the Owner by the Declarant of the infraction. The Owner will have five days to complete the corrective work. If the Lot is not properly cleared or maintained, then the Declarant shall have the right to have the work performed at the expense of the Owner or assessed against the Owner's Lot as permitted by the Covenants.

## **SITE DEVELOPMENT**

The Declarant will consider each site independently, but will give extensive consideration to the individual impact of each plan upon adjacent homesites and view corridors. Care must be taken to locate each structure, whenever possible, so as not to infringe upon view corridors, adjacent structures and homesites and natural amenities of the land.

Special consideration should be given to the topographical features of the homesite. It is important to the community that homes are located on the property in a manner that does not adversely affect views from the adjacent homes. Proper treatment must be given to the site's natural amenities including existing vegetation, environmentally sensitive areas and drainage channels. Driveway access and the height of structures will be studied closely by the Declarant.

## **SITE PLANNING**

The siting of a house is a critical and important design decision. The site plan concept developed for each homeowner should reflect functional needs, but also be sensitive to the site's unique characteristics and inherent design opportunities.

Site surveys and topographical information are the responsibility of the Lot Owner. The Owner is encouraged to use a surveyor to obtain this information, and also to plot significant trees and site conditions.

**Site and drainage plans will be closely studied to insure that proper storm water retention areas and/or diversion routes are designed to prevent run-off into sensitive areas or other homesites.**

## **GRADING AND EXCAVATING**

The design and development concepts of Twelve Oaks call for the maintenance of the existing grades in as much of the original condition as possible.

The Declarant is particularly conscious of site utilization and desires not to disrupt the natural terrain in most cases. Whenever possible, structures should be designed around the specific homesite. It is important to remember that the beauty of the development is the land and its natural features and that the architecture should complement and enhance rather than compete with or destroy this beauty.

In order to help insure compliance with the above philosophy, as part of the final design submittal, a grading plan will be required. Grading approval must be obtained from the Declarant before earth is moved or removed from a specific homesite. Absolutely no grading whatsoever shall be permitted without first obtaining this authorization.

All grading reviews shall be subject to the jurisdiction of the Declarant and shall be considered individually for each lot. Recommendations or demands will be based upon individual homesite locations, terrain, soil conditions, drainage, cuts and fills, and whatever other conditions the Declarant feels impact upon the site grading design.

## **DRAINAGE**

Drainage considerations for individual sites play an important part of the overall ecological balance of the site. Water runoff for each individual building site must be handled by adequately sloping all area so that runoff can be directed to the natural drainage areas or to storm drainage facilities.

## **DESIGN CRITERIA**

It is desirable for the homes to exhibit the individuality of their owners as well as the characteristics of the selected architectural style. But it is also important that they observe basic design principles inherent in good architecture:

- Is the residence located on the site with a minimum disruption to the natural topography, wooded area, and landscape?
- Will the various building materials allow a pleasing and harmonious exterior appearance for the residence?
- Are the colors appropriate and used with restraint?
- Is there a consistent scale used throughout the design of the residence?
- Is each element designed in proportion to the others?
- Are the specific features of the architectural style well developed and carefully detailed?
- Have these features been researched to achieve a degree of authenticity?

## **BUILDING SETBACKS**

The City has established minimum standards for building setbacks for various types of residential structures and Lot Owners shall comply with the City requirements.

## **MAILBOXES**

The Declarant will control the selection, location and construction of all mailboxes for residences within Twelve Oaks. Standardized mailboxes as established by the Declarant are the **ONLY** style that is approved for use. The Declarant will provide and install the mailbox at completion of construction, and the Lot Owner shall be responsible for paying the mailbox fee as set by the Declarant.

## **WALLS AND FENCES**

Walls and fences should be considered as an extension of the architecture of the residence. They should serve to make a transition between the mass of the architecture and the natural forms of the site. All walls and fences should be designed to be compatible with the total surrounding environment and should not block natural views. Fences, walls and hedges should be considered as design elements to enclose and define courtyards, to extend and relate the building forms to the landscape, as well as to assure security and privacy elements. Walls and fences will not be allowed to serve as perimeter fencing. If the homeowner desires some screening of his boundary, he shall use natural bushes or shrubs, as approved by the Declarant.

All walls and fences must be approved by the Declarant or Committee prior to their installation. Maximum height for walls and fences is six (6) feet.

Retaining walls which attach to the residence should utilize the same materials that the wall comes in contact with. Landscape boulder retaining walls may be permitted.

## **EXTERIOR LIGHTING**

Lighting should be used to enhance the overall design concept of the home in an aesthetically pleasing manner. Exterior and landscape lighting must not infringe upon adjacent neighbors. Therefore, glare shields are requested to eliminate bright spots and glare sources. Exterior lighting should utilize low-voltage or similar non-glare direct task type fixtures and they should be as close to grade as possible. As no bare light bulbs are permitted to be shown, these shields also help in bulb concealment. All lighting conduit and fixtures must be as inconspicuous as possible, especially by day if lights are above grade level. Exterior lighting must meet all City building codes and must be approved by the Declarant prior to installation.

## **GARAGES**

The garage shall not be the focal point of the home or overwhelm the appearance of the home.

## **GOOD DESIGN**

Terms such as “sound design” and “good taste” are difficult to describe and even more difficult to legislate. Good architectural design should incorporate architectural elements that have withstood the test of time, and each architect should strive to design a home that has integrity, continuity, and a sense of proportion.

The following elements are to be encouraged: Intelligent selection of details related to a well designed floor plan; sensitive interpretation of styles within constraints of budget and site;

consistency of site planning, landscaping and architecture; and logical use of materials. Openings should be property paced and spaced, the home should be compatible with surrounding structures, and have well executed details that are consistent with the architectural style.

The following elements are to be avoided: harsh contrasts of colors and/or materials; illogical or inappropriate combinations of scale; poorly executed details and extreme interpretations of the components of each style.

## **DESIGN FEATURES**

- a) The main roof should be a minimum 4 vertical to 12 horizontal pitched roof, either gabled, hipped or a combination of the two. Any pitch lower than 7 vertical to 12 horizontal due to design features of the home may be allowed but only with the approval of Declarant as described in Article IV of the Covenants. Roof forms should be well organized and demonstrate the same character on all sides of the residence. Shed roof forms are discouraged. Eave lines should align whenever possible. Eaves and rakes should be articulated by multiple fascia boards, cove and crown molds or gutters. Gutters and downspouts shall be used at all eave lines unless deemed inappropriate. All roof structures such as attic vents, plumbing vents, etc. should be painted to match the roof colors and be positioned behind the roof crown.
- b) Windows and doors should reflect restraint in the number of types, styles and sizes. Consistency of detailing on all elevations should be maintained.
- c) The main entrance should have a sense of prominence that is reflected on the design. It should include either a pair of doors with or without sidelights or a single door with sidelights. The main entrance should contain more detail than other openings but be consistent in styling.
- d) A raised deck and its supports should incorporate materials that relate to the residence.
- e) Bay windows should be carried down to grade or express visual support of a cantilevered condition. When bay windows are stacked in a 2-story condition, the blank panel between all facets should be articulated.
- f) Masonry or stone facing used as veneer material on the front of a residence should return around a corner to a logical point of termination such as an inside corner. Ending the veneer at an outside corner that would expose the edge of the material is not acceptable. It would be preferable to carry the material completely around the residence.
- g) Flue pipes are required to be encased with a chimney enclosure. Roof vents and skylights should be on the rear side of the roof ridge.
- h) Chimneys should be properly located and substantial in mass. Chimneys should be designed with appropriate breaks for character.
- i) Dormers should be designed in keeping with the architectural style. Dormers must be correctly located on the roof and not be large or unproportional.

## MATERIALS

- a) Exterior walls may incorporate any of the following: brick, stucco, stone, or wood. Bricks should be earth-tone in color. Brick textures should not have contrived surfaces.
- b) Acceptable roofing materials are heavy asphalt shingles.
- c) Windows and Doors; wood, vinyl-clad or aluminum-clad wood; glazing shall be clear or gray tinted only. NO reflective glass will be accepted.
- d) No redwood, steel, vinyl, or aluminum siding or composite or masonite board shall be allowed to be used for siding on any home or garden shed. Siding commonly known as "James Hardie Plank Concrete Lap Siding" or comparable concrete siding is preferred on all Lots. At least 40% of the front of the house must be brick, or stone veneer. (30% for two-story dwellings).
- e) Concrete or pavers should be used in the construction of all driveways and parking areas.

All color material selections will be reviewed during final design review. Colors and materials should be consistent with traditional architectural values.



## **FINAL PLAT**

Date: November 10, 2016  
Project: Twelve Oaks Plat 4

Prepared by: Kathleen Connor  
Project No.: 115.0623.01

### **GENERAL INFORMATION:**

Applicant: Twelve Oaks, LLC  
(Marlo Gillotti)

Zoning: R-1

Location: West of Twelve Oaks Plat 1,  
East of Twelve Oaks Plat 2

Size: 8.595 acres

Parcels: 13 residential lots  
Lot B – 3.58 acre park  
Lots A - street ROW



### **BACKGROUND & DESCRIPTION:**

The subject property is outlined in red on the aerial photo above. The Preliminary Plat for Twelve Oaks Plats 2, 3 and 4 was approved by City Council on May 12, 2014 and included 60 residential lots and a 3.6-acre park. A Plat of Survey for 800 E. Southside Drive (then Bockenstedt's, now Garman's, residence) was subsequently approved by Council on June 23, 2014.

This plat represents the second first phase of construction and includes 13 single-family residential lots along Twelve Oaks Court. The plat also the 3.58 acre park with pond that will be dedicated to the City for ownership and maintenance purposes. Access to the park will be from a 20-foot wide strip that was that was dedicated to the City with Twelve Oaks Plat 2. In accordance with prior approvals, dedication of Lot B fulfills the Parkland Dedication for all lots within Twelve Oaks Plats 1, 2, 3, and 4.

The public improvements associated with this plat include the paving of Twelve Oaks Court as well as associated water main, sanitary sewer, storm sewer and service lines. Construction of these improvements is progressing and is expected to be completed in this fall. The developer plans to complete construction of all public improvements prior to City Council approval of the Final Plat.

The developer requests that the requirement for a Sidewalk Bond be waived by City Council since all required sidewalks will be constructed in conjunction with future Building Permits.

At this time, the developer requests P&Z approval of the Final Plat for Twelve Oaks Plat 4 so they will be in a position to move forward to City Council with the Final Plat as soon as construction is complete.

**FINAL PLAT REVIEW COMMENTS:**

**A. Final Plat.** Submittal #4 addresses all review comments.

**B. Legal Documents.** The following legal documents have been provided for review by the City Attorney:

1. *Easement documents*, including legal descriptions, revised per City Attorney's review, for each of the following easements:
  - a. 15' and 30' Overland Flowage & Storm Sewer Easement
  - b. 15' and 30' Storm Sewer Easement
  - c. 10' Overland Flowage Easement
  - d. 10' Sanitary Sewer Easement
  - e. 15' Public Utility Easements
2. A copy of the recorded *Protective Covenants* and *Homeowners Association* documents, if any, will need to be provided to City Hall so they are available for future reference.
3. *Platting legal documents* including Title Opinion, Consent to Plat, and Certificate of Treasurer.
4. A *Warranty Deed* for dedication of Lots A and B along with Groundwater Hazard Statement.

**C. Public Improvements Acceptance.**

A walk-thru of the project was held on October 19, 2016. The punchlist dated November 10, 2016 enumerates all outstanding construction and administrative items that remain to be completed. The Developer will need to sign an Agreement to Complete prior to the City Council meeting and provide checks covering the cost of the punchlist items and a separate check for seeding.

Once these punchlist items have been satisfactorily completed, Snyder & Associates will be in a position to recommend Council acceptance of the public improvements associated with this plat and return of the developer's check. Once grass is established, the City Administrator may return the check for seeding.

**RECOMMENDATION:**

P&Z and staff recommend approval of the Final Plat for Twelve Oaks Plat 4 subject to the following:

1. All legal documents shall be approved by the City Attorney prior to Council action.
2. Prior approval of an *Agreement to Complete* signed with appropriate security provided for their completion, prior to Council action. Said agreement shall stipulate that no building permits shall be issued until the public improvements are accepted.
3. City Council waiver of the requirement for a Sidewalk Bond.
4. Payment to the Finance Director of all applicable fees, including engineering review fees and reimbursement for street signs.

**POLK CITY: TWELVE OAKS PLAT 4**  
**PUNCH LIST**  
**WALK-THRU: October 19, 2016**  
**(Updated 10/25/16 for 10/21/16 field meet)**  
**(Updated 11/8 & 9/16)**  
**(Updated 11/10/16)**

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

**Contractor Items:**

1. Seed all disturbed areas. Park needs to be seeded with permanent seed mixture next season, temporary seed mixture when weather permits, this season.
2. Joint sealant: remove delaminated sealant and overpour. Reseal. - incomplete
3. Provide Maintenance bonds for paving items.
4. Verify downstream sewer manhole (EX) mis-alignment chip and grout complete (added - from sanitary sewer video punchlist – no picture provided)
5. Remove concrete slop from pavement (as marked in field)
6. Provide final concrete materials tests from concrete replacement areas.
7. For storm sewer MH3 to MH 4 constructed to 0.02% grade:  
Remove and construct pipe and MH 3 from Existing MH at Lot Line 13/Plat 4 & 12 Plat 2 to Intake #4. Length extended to generate grade (104 Lf + 91.5 LF 18" RCP) necessary to produce cleansing velocity at 50% full roughly equal to 3 fps per SUDAS 2D-1D(5).
8. For 24" storm sewer from Intake 5 to pond outlet: remove and re-lay pipe, limits and slopes to be determined to produce necessary capacity and velocities (see SUDAS 2D-1D) and raise pipe outlet to pond normal pool elevation. Engineer to provide revised design. Reconstruct FES, tiebacks, footing and riprap as necessary.
9. For Items 7 & 8, complete pipe reinspection shall be required, including video'ing and verification of as-built grades. Re-grout intakes and manholes. Clean streets and remove debris as necessary. Structures and pipe in good condition may be salvaged and reused.

**Engineering Items:**

1. Provide revised as-built Record Drawings, based on as-built survey that has been updated as necessary following completion of the above punchlist items. Revise as required per Code to include as-built spot elevations of swale flowlines at each property lines. Submittal shall include one signed pdf plan set.
  - a. Confirm swale flowlines AFTER swales are constructed. Provide legible spot elevations.
  - b. Update Storm drain asbuilts per items above.
2. Provide updated , certified pipe flow calculations , indicating minimum and maximum velocities per SUDAS 2D-1D5 and capacities at relevant design events. Indicate hydraulic grade line.

**POLK CITY: TWELVE OAKS PLAT 4**  
**PUNCH LIST**  
**WALK-THRU: October 19, 2016**  
**(Updated 10/25/16 for 10/21/16 field meet)**  
**(Updated 11/8 & 9/16)**  
**(Updated 11/10/16)**

3. Provide statement that as-built swales fulfill the requirements of the SWMP.
4. Provide CADD file of all public improvements so improvements can be added to Polk City's GIS database.
5. Provide surveyor's certification all property corners have been set.

**Developer Items:**

1. Provide a copy of the signed contract with MidAmerican Energy for electrical distribution system and street lights.
2. Engineering review fees must be paid in full.

**Contact Laura Lamberty (964-2020 x 2437) or Deb Beck at 669-1016 for reinspect when all items are complete. \$200 fee for each re-inspect is charged to the developer. All punchlist items need to be completed by November 8<sup>th</sup> if public improvements are to be accepted by City Council on November 14<sup>th</sup>.**

AGREEMENT TO COMPLETE PUBLIC  
IMPROVEMENTS – TWELVE OAKS PLAT 4

THIS AGREEMENT made and entered into as of the \_\_\_\_\_ day of November 2016, by and between Twelve Oaks, LLC, an Iowa limited corporation ("Developer"), and the City of Polk City, Iowa, an Iowa municipal corporation ("Polk City").

WHEREAS, Developer has submitted to Polk City a final plat entitled Twelve Oaks Plat 4 for its consideration and approval; and

WHEREAS, Polk City requires the Developer to bring all streets to a grade acceptable to the City Council and also requires the installation of sidewalks, paving, and utilities before a plat is approved; and

WHEREAS, certain such public improvements have not yet been completed by Developer to the satisfaction of Polk City; and

WHEREAS, Developer is desirous of the issuance of building permits within said Plat 4 in accordance with the regulations and requirements of Polk City subject to the terms and conditions of this Agreement; and

WHEREAS, Polk City is desirous of granting building permits within said Plat 4 in accordance with the regulations and requirements of Polk City subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of Polk City granting said building permits and in further consideration of the mutual promises and covenants herein contained, the parties hereto do hereby agree as follows:

1. Developer has not yet completed all items enumerated on the attached Punch List dated November 10, 2016. Developer shall complete these Punch List items (the "Improvements") in accordance with Polk City specifications and the Improvements shall be completed before any Temporary or Permanent Certificates of Occupancy will be issued for any residence constructed on any lot within Plat 4, or before May 30, 2017, whichever comes first.
2. No building permits shall be issued for Lots 3, 4, 12, or 13 until such time as the storm sewer pipe has been re-laid and passed video inspection. All storm sewer pipe shall be re-laid prior to December 31, 2016.
3. Developer has provided a check in the amount of \$\_\_\_\_\_ to the City of Polk City as security for the completion of the Improvements, with the exception of seeding. The City Administrator shall return said check following City Council acceptance of the public improvements.

4. Developer has provided a check in the amount of \$\_\_\_\_\_ to the City of Polk City as security for the completion of seeding. The City Administrator shall return said check once grass has been established.
5. Developer agrees to pay to Polk City upon receipt of a bill therefor, an amount equal to all actual costs incurred by Polk City for legal services, engineering services including construction observation, street signs, and services of other persons or entities employed by Polk City (other than Polk City staff personnel) for, or any way involved in, the review and inspection of said Plat 4 and all improvements intended for public use or benefit or to be constructed or caused to be constructed by Developer.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

TWELVE OAKS, LLC

CITY OF POLK CITY, IOWA

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

ATTEST:

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

ACCEPTANCE BY CITY

STATE OF IOWA    )  
                          ) ss:  
COUNTY OF POLK )

I, Jenny Gibbons, City Clerk of the City of Polk City, Iowa, do hereby certify that the within and foregoing Agreement was duly approved and accepted by the City Council of said City of Polk City by Resolution No. \_\_\_\_\_, passed on the \_\_\_\_ day of November, 2016.

Signed this \_\_\_\_ day of November 2016.

\_\_\_\_\_  
Jenny Gibbons  
City Clerk of Polk City, Iowa

ACKNOWLEDGEMENT

STATE OF IOWA )  
 ) SS  
COUNTY OF POLK )

On this \_\_\_ day of November, 2016, before me, a Notary Public in and for said county, personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn did say that that person is a Member of said limited liability company, that (the seal affixed to said instrument is the seal of said or no seal has been procured by the said) limited liability company and that said instrument was signed and sealed on behalf of the said limited liability company by authority of its managers and the said \_\_\_\_\_ acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public

in and for the State of Iowa

STATE OF IOWA )  
 )ss:  
COUNTY OF POLK )

On this \_\_\_\_\_ day of November, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Polk City, Iowa; that the seal affixed to this instrument is the seal of the corporation; that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. \_\_\_\_\_ passed and approved by the City Council on the \_\_\_\_\_ day of November, 2016, and that \_\_\_\_\_ and \_\_\_\_\_ acknowledged the execution of the instrument to be the voluntary act and deed of said City by it and by them voluntarily executed.

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

- ATTACH PUNCHLIST HERE -

**RESOLUTION NO. 2016-107**

**A RESOLUTION APPROVING AN AGREEMENT TO COMPLETE  
FOR TWELVE OAKS PLAT 4**

---

**WHEREAS**, Twelve Oaks, L.L.C., 1129 Burr Oaks Drive, West Des Moines, Iowa, the Developer, desires that the Final Plat for of Twelve Oaks Plat 4 be approved by City Council prior to the public improvements associated with said Plat 4 being ready for acceptance by the City of Polk City; and

**WHEREAS**, the developer has completed the public improvements with the exception of items enumerated on the punchlist dated November 10, 2016; and

**WHEREAS**, the developer has signed an Agreement to Complete which covers their responsibility for completing the outstanding punchlist items; and

**WHEREAS**, the developer has provided a Security Check in the amount determined to cover the cost of said punchlist items with the exception of seeding, said check to be returned upon City Council acceptance of the public improvements; and

**WHEREAS**, the developer has provided a Security Check in the amount determined to cover the cost of seeding, said check to be returned by the City Administrator once seed has been established; and

**WHEREAS**, no temporary or permanent Certificates of Occupancy shall be issued for any dwelling within Twelve Oaks Plat 4 until the public improvements have been accepted by City Council; and

**WHEREAS**, no Building Permits shall be issued for Lots 3, 4, 12, or 13 until such time as the public improvements have been accepted by City Council; and

**WHEREAS**, the City Engineer and the City Attorney recommend approval of the Agreement to Complete for Twelve Oaks Plat 4 in order facilitate City Council approval of the Final Plat for said plat.

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Polk City, Iowa hereby approves the Agreement to Complete for Twelve Oaks Plat 4.

**PASSED AND APPROVED** the 14<sup>th</sup> day of November, 2016.

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Jason Morse, Mayor

ATTEST:

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Jenny Gibbons, City Clerk

**RESOLUTION NO. 2016-108**

**A RESOLUTION APPROVING THE FINAL PLAT INCLUDING PARK LAND,  
RIGHT-OF-WAY AND EASEMENTS FOR TWELVE OAKS PLAT 4**

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**WHEREAS**, Twelve Oaks, L.L.C., 1129 Burr Oaks Drive, West Des Moines, Iowa, the Developer of Twelve Oaks Plat 4, has submitted a Final Plat, including easements and legal documents for Twelve Oaks Plat 4; and

**WHEREAS**, on October 17, 2016, the Polk City Planning and Zoning Commission met and recommended approval of the Final Plat for Twelve Oaks Plat 4, subject to all review comments being satisfactorily addressed; and

**WHEREAS**, City Council has approved an Agreement to Complete which covers the Developer's responsibility for completing construction of the public improvements; and

**WHEREAS**, no temporary or permanent Certificates of Occupancy shall be issued for any dwelling within Twelve Oaks Plat 4 until the public improvements have been accepted by City Council; and

**WHEREAS**, the City Engineer and the City Attorney have reviewed the Final Plat and all necessary legal documents including Warranty Deeds for park land and right-of-way, easements and recommend approval of said final plat.

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Polk City, Iowa hereby accepts the recommendations of the Planning and Zoning Commission, the City Engineer and the City Attorney and deems it appropriate to approve the Final Plat including Easements, Warranty Deed for Lots A and B for Twelve Oaks Plat 4.

**PASSED AND APPROVED** the 14<sup>th</sup> day of November, 2016.

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Jason Morse, Mayor

ATTEST:

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Jenny Gibbons, City Clerk

**RESOLUTION NO. 2016-109**

**A RESOLUTION ACCEPTING THE PUBLIC WATER MAIN, SANITARY SEWER AND APPURTENANCES FOR EDGEWATER DRIVE EXTENSION**

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**WHEREAS**, at the time of Final Plat approval for Parker Townhomes, the developer; 3100, LLC; entered into a Private Development Agreement recorded in Book 14997, Page 619-637 regarding the developer's responsibility for construction of Edgewater Drive within said plat;

**WHEREAS**, the Construction Drawings for public water main and sanitary sewers and appurtenances associated with that portion of Edgewater Drive located within Lot A of Parker Townhomes final plat was approved by City Council by Resolution 2016-61 on June 27, 2016; and

**WHEREAS**, the Developer has completed the construction of the public water main, sanitary sewer and all appurtenances; and

**WHEREAS**, the Developer has provided a 4-year letter of credit in the amount of \$24,000, for the public water main and appurtenances effective through November 8, 2020; and

**WHEREAS**, A. Leo Pelds Engineering Co. has provided Record Drawings showing the as-built location of all public improvements; and

**WHEREAS**, the City Engineer has reviewed said public improvements and finds them to be satisfactorily completed in substantial conformance with the approved Construction Drawings and Polk City's Subdivision Regulations and the Statewide Urban Design and Specifications, and recommends acceptance of said public improvements.

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Polk City, Iowa that the Public Water Main, Sanitary Sewer and Appurtenances have been completed by the Developer for the Edgewater Drive Extension and are hereby accepted.

**PASSED AND APPROVED** the 14<sup>th</sup> day November 2016.

---

Jason Morse, Mayor

ATTEST:

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Jenny Gibbons, City Clerk

## IRREVOCABLE STANDBY LETTER OF CREDIT

ISSUER: LUANA SAVINGS BANK  
PO BOX 68  
LUANA, IA 52156-0068

Date of Issue: <u>11-08-2016</u> Letter of Credit Number: <u>107063364</u>	
Amount: U.S. \$ <u>24,000.00</u> ( <u>TWENTY FOUR THOUSAND AND NO/100</u> U.S. DOLLARS)	
For Benefit Of: <b>Beneficiary Name and Address</b>	For Account Of: <b>Applicant Name and Address</b>
CITY OF POLK CITY 112 3RD STREET POLK CITY IA 50226	BRUCE LEFKOW ELIZABETH A. LEFKOW PO BOX 66 POLK CITY, IA 50226

LETTER OF CREDIT. Issuer establishes this Irrevocable Standby Letter of Credit (Letter of Credit) in favor of Beneficiary in the amount indicated above. Beneficiary may draw on this Letter of Credit with a Draft (or Drafts, if the maximum number of drawings is greater than one) together with the documents described below. Each Draft shall be signed on behalf of Beneficiary and be marked "Drawn under [Issuer name] Letter of Credit No. [Letter of Credit number] dated [Letter of Credit date]." Drafts must be presented at Issuer's address shown above on or before the Expiration Date. The presentation of any Draft shall reduce the Amount available under this Letter of Credit by the amount of the Draft.

This Letter of Credit sets forth in full the terms of Issuer's obligation to Beneficiary. This obligation cannot be modified by any reference in this Letter of Credit, or any document to which this Letter of Credit may be related.

This Letter of Credit expires on the Expiration Date.

### DRAWINGS.

- Partial drawings shall not be permitted under this Letter of Credit.
- Partial drawings are permitted. The maximum number of drawings that may be made is \_\_\_\_\_.

DOCUMENTS. Each Draft must be accompanied by the following, an original and two copies except as stated:

- The original Letter of Credit, together with any amendments.
- A sight draft drawn by Beneficiary on Issuer.
- A signed statement by Beneficiary including the following statement:
- Other documents:

Issuer shall be entitled to accept a draft and the documentation described above, as required by the terms of this Letter of Credit, from any person purporting to be an authorized officer or representative of Beneficiary without any obligation or duty on the part of Issuer to verify the identity or authority of the person presenting the draft and such documentation.

### SPECIAL INSTRUCTIONS:

EXPIRATION DATE. This Letter of Credit expires at the close of business at Issuer's address at \_\_\_\_\_ (Time) on 11-08-2020 \_\_\_\_\_ (Date). Issuer agrees to honor all Drafts presented in strict compliance with the provisions of this Letter of Credit on or before the Expiration Date.

If Beneficiary has not drawn the full amount of this Letter of Credit prior to the Expiration Date, the Expiration Date shall be extended for a period of \_\_\_\_\_ days from the Expiration Date, unless Issuer notifies Beneficiary in writing at least \_\_\_\_\_ days prior to the Expiration Date that Issuer elects not to extend this Letter of Credit. In any event, this Letter of Credit shall expire on \_\_\_\_\_ without any notice from Issuer to Beneficiary.

TRANSFERABILITY. This Letter of Credit is  transferable  non-transferable.

APPLICABLE LAW. This Letter of Credit shall be governed by:

the Uniform Customs and Practice for Documentary Credits, 2007 Revision, International Chamber of Commerce Publication No. 600 (UCP), or any later version or amendment.

the International Standby Practices 1998 (ISP98).

This Letter of Credit shall also be governed by the laws of IOWA \_\_\_\_\_, the United States of America, so long as such laws are not inconsistent with the UCP or ISP, as applicable.

LUANA SAVINGS BANK

(Issuer Name)

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

BLAKE SCHULTZ, LOAN OFFICER

(Signer Name and Title)

Shane Nielsen DBA S and N Plumbing Company

720 SE Prairie Park Lane  
Waukee, IA 50263

# Invoice

Date	Invoice #
10/3/2016	207

Bill To
Bruce Lefkow Castle Properties

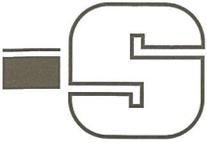
P.O. No.	Terms	Project
	Due on receipt	Edwater Drive Extension

Quantity	Description	Rate	Amount
1	276 ft of water main 248 ft of sewer Materials and labor Sales Tax	24,000.00  7.00%	24,000.00  0.00

*Paid in full  
10-21-16*

Phone #
515-238-6963

<b>Total</b>	\$24,000.00
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November 9, 2016

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

RE: Edgewater Drive Extension – Sanitary Sewer and Water Main Construction  
Acceptance of Public Improvements  
Project No. 115.0852

Dear Honorable Mayor and Council

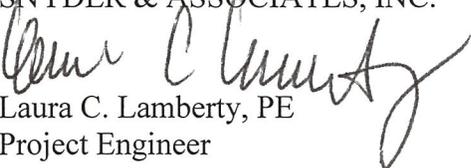
Construction of the public water main, sanitary sewer and appurtenances associated with the above referenced improvements as part of an agreement for the construction of Parker Townhomes I has been completed in substantial conformance with the approved construction documents.

The Developer has provided as-built Record Drawings. Bruce Lefkow has provided a Letter of Credit covering a 4 year period in lieu of maintenance bond. This Letter of Credit is an amount equal to the cost of construction.

At this time, Snyder & Associates recommends Council acceptance of the public water main and sanitary sewer improvements associated with this agreement. If you have any questions, Kathleen Connor will at the Council meeting to discuss them with you.

Sincerely,

SNYDER & ASSOCIATES, INC.

  
Laura C. Lamberty, PE  
Project Engineer

C: Gary Mahannah  
Amy Beattie  
Mike Schulte  
Bruce Lefkow

**RESOLUTION NO. 2016-110**

**A RESOLUTION ACCEPTING THE PUBLIC WATER MAIN AND APPURTENANCES FOR LAKESIDE FELLOWSHIP CHURCH**

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**WHEREAS**, the original submitted Site Plan for Lakeside Fellowship Church was approved by the City Council of Polk City on April 27, 2015; and

**WHEREAS**, the Developer has completed the construction of the public water main and all appurtenances; and

**WHEREAS**, Halbrook Excavating, Inc has provided a 4-year maintenance bond in the amount of \$42,500.00, for the public water main and appurtenances; and

**WHEREAS**, the start date for the maintenance period for each of the aforementioned bonds will begin on the date of Council approval of this Resolution; and

**WHEREAS**, Civil Design Advantage, LLC, has provided Record Drawings showing the as-built location of all public improvements; and

**WHEREAS**, the City Engineer has reviewed said public improvements and finds them to be satisfactorily completed in substantial conformance with the approved Site Plan and Polk City's Subdivision Regulations and the Statewide Urban Design and Specifications, and recommends acceptance of said public improvements

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Polk City, Iowa that the Public Water Main and Appurtenances have been completed by the Developer in connection with Lakeside Fellowship Church and are hereby accepted.

**PASSED AND APPROVED** the 14<sup>th</sup> day November 2016.

---

Jason Morse, Mayor

ATTEST:

---

Jenny Gibbons, City Clerk

MAINTENANCE BOND

Bond No. S441762

KNOW ALL MEN BY THESE PRESENTS:

That, Halbrook Excavating, Inc. of Ankeny, Iowa  
as Principal, and the Employers Mutual Casualty Company as Surety,  
are held and firmly bound unto City of Polk City, Iowa in the

penal sum of Forty-two Thousand Five Hundred And No/100THS (\$ \$42,500.00 )

Dollars, lawful money of the United States of America, for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said Principal entered into a certain contract, with \_\_\_\_\_  
Koester Construction Company, Inc.

To furnish all the material and labor necessary for the construction of  
Lakeside Church Public Improvements 12" Water Main, Polk City, Iowa

in Polk City, Iowa In conformity with certain specifications; and

Whereas, a further condition of said contract is that the said Principal should furnish a bond in indemnity, guaranteeing to remedy any defects in workmanship or materials that may develop in said work within a period of four (4) years from the date of acceptance of the work under said contract; and

Whereas, the said Employers Mutual Casualty Company for a valuable consideration, has agreed to join with said Principal in such bond or guarantee, indemnifying said City of Polk City, Iowa

Now, therefore, the condition of this obligation is such, that if the said Principal shall, at his own cost and expense, remedy any and all defects that may develop in said work within the period of four (4) years from the date of acceptance of the work under said contract, by reason of bad workmanship or poor material used in the construction of said work, and shall keep all work in continuous good repair during said period, and shall in all other respects, comply with all the terms and conditions of said contract with respect to maintenance and repair of said work, then this obligation to be null and void; otherwise to be and remain in full force and virtue in law.

In Witness whereof, we have hereunto set our hands and seals this 31st  
day of October, 2016.

Halbrook Excavating, Inc.

Principal

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

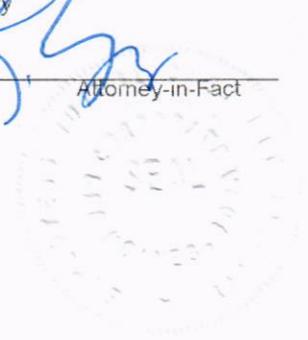
Employers Mutual Casualty Company

Surety

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

Dione R. Young

Attorney-in-Fact





P.O. Box 712 • Des Moines, Iowa 50306-0712

### CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation
- 7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint: CRAIG E. HANSEN, LACEY CRAMLIT, BRIAN M. DEIMERLY, JAY D. FREIERMUTH, TIM MCCULLOH, CINDY BENNETT, ANNE CROWNER, STACY VENN, DIONE R. YOUNG, SHIRLEY S BARTENHAGEN

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond:

ANY AND ALL BONDS

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire April 1, 2018 unless sooner revoked.

### AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

**IN WITNESS THEREOF,** the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 21st day of January, 2016.

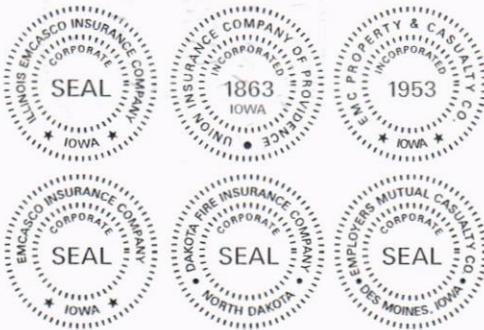
Seals

*Bruce G. Kelley*

*Michael Freel*

Bruce G. Kelley, Chairman of Companies 2, 3, 4, 5 & 6; President of Company 1; Vice Chairman and CEO of Company 7

Michael Freel Assistant Secretary



On this 22nd day of June, AD 2010 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freel, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freel, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires November 1, 2017.

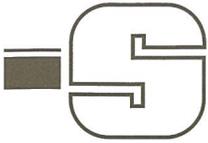
*Patricia A. Wright*  
Notary Public in and for the State of Iowa

### CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of June, 2010, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 31st day of October, 2016.

*J D Clough* Vice President



November 9, 2016

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

RE: Lakeside Fellowship Church – Public Water Main Construction  
Acceptance of Public Improvements  
Project No. 116.0074

Dear Honorable Mayor and Council

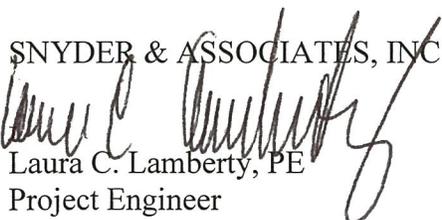
Construction of the public water main, sanitary sewer and appurtenances associated with the above referenced improvements as part of an agreement for the construction of lakeside Fellowship Church has been completed in substantial conformance with the approved construction documents.

The Developer has provided as-built Record Drawings. The contractor, Hallbrook Construction has provided a 4 year maintenance bond.

At this time, Snyder & Associates recommends Council acceptance of the public water main improvements associated with this agreement. If you have any questions, Kathleen Connor will at the Council meeting to discuss them with you.

Sincerely,

SNYDER & ASSOCIATES, INC.

  
Laura C. Lamberty, PE  
Project Engineer

C: Gary Mahannah  
Amy Beattie  
Mike Schulte  
Lakeside Fellowship Church.

**RESOLUTION 2016-106**

**A RESOLUTION APPROVING BRICK GENTRY P.C. ATTORNEY  
SERVICES INVOICE FOR DATED OCTOBER 25, 2016**

---

**WHEREAS**, Brick Gentry P.C. Attorneys at Law, has been appointed by the City Council of the City of Polk City, Iowa, as the City Attorney; and

**WHEREAS**, there are general attorney service fees for work performed between the period of September 26, 2016 through October 25, 2016 as evidenced by the attached invoice.

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Polk City, Iowa hereby approves the Brick Gentry P.C. Attorney services invoice dated October 25, 2016, in the amount of \$4,145.00

**PASSED AND APPROVED** the 14<sup>th</sup> day of November, 2016.

---

Jason Morse, Mayor

ATTEST:

---

Jenny Gibbons, City Clerk



# BRICK GENTRY P.C.

Attorneys & Counselors At Law  
6701 Westown Parkway, Ste 100  
West Des Moines, IA 50266

Telephone: 515 274-1450

Facsimile: 515 274-1488

City of Polk City  
P.O. Box 426  
Polk City, IA 50224

Statement Date: October 25, 2016  
Statement No. 219097  
Account No. 298.001

Page: 1

Re: General  
ASB

## Fees

		Hours	
09/26/2016	Review of correspondence regarding Pine Ridge Island.		n/c
	Call from Gary Mahannah regarding same.		n/c
	Legal research regarding Robert's Rule of Order question from Gary Mahannah.	0.20	30.00
	Attended 9-26-16 city council meeting.	2.00	300.00
	Review of correspondence and documentation from Kathleen Connor regarding RTM Plat 2. Correspondence regarding same.	0.40	60.00
	Review of correspondence and documentation from Pat White regarding Pine Ridge Island.		n/c
	Call from Gary Mahannah regarding same.		n/c
	Revisions to Pine Ridge Island easement. Correspondence to Pat White.		n/c
	Review of correspondence from Pat White. Phone conference with him. Call from Pat White. Review of revised easement. Correspondence regarding same.		n/c
	Review of correspondence and documentation regarding approval of annexation.	0.20	30.00
	Call from Gary Mahannah regarding Pine Ridge Estates.		n/c
09/27/2016	Review of correspondence from Pine Ridge Estates' attorney.		n/c
	Phone conference with Gary Mahannah regarding same. Review of correspondence from Gary Mahannah.		n/c



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City of Polk City  
P.O. Box 426  
Polk City, IA 50224

Statement Date: October 25, 2016  
Statement No. 219097  
Account No. 298.001  
Page: 2

Re: General

		Hours	
	Revisions to Pine Ridge Island easement. Correspondence to Patrick White regarding same.		n/c
	Call from Pat White.		n/c
	Correspondence regarding same.		n/c
	Review of correspondence from Kathleen Connor.	0.10	15.00
09/28/2016	Review of correspondence from Pat White regarding including sign-in easement.		n/c
	Review of correspondence and revised easement from Pat White. Correspondence regarding same.		n/c
	Review of correspondence and documentation from Gary Mahannah. Correspondence regarding same. Review of correspondence from Gary Mahannah.	0.30	45.00
	Review of correspondence from Gary Mahannah regarding attorney fees for Pine Ridge. Response to same.		n/c
09/29/2016	Phone conference with Gary Mahannah regarding Pine Ridge Estates.		n/c
	Review of correspondence from Gary Mahannah regarding same.		n/c
	Revisions to Pine Ridge Island Agreement. Correspondence regarding same.		n/c
	Review of correspondence from Pat White. Correspondence regarding same. Review of correspondence from Gary Mahannah. Correspondence to Pat White.		n/c
09/30/2016	Review of correspondence from Pat White. Correspondence to him regarding Pine Ridge sign.		n/c
10/03/2016	Review of correspondence from Jason Comisky regarding Development Agreements for Twelve Oaks LLC and 3100, LLC. File review to send agreements. Correspondence regarding		



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Statement Date: October 25, 2016  
Statement No. 219097  
Account No. 298.001  
Page: 3

Re: General

		Hours	
	same.	0.50	75.00
10/04/2016	Review of correspondence from Gary Mahannah regarding Pine Ridge Estates Island.		n/c
	Phone conference with Gary Mahannah.	0.30	45.00
	Review of correspondence and proposed resolutions from Jenny Gibbons. Revisions to resolutions. Correspondence regarding same.	0.40	60.00
10/05/2016	Review of correspondence and documentation from Pat White regarding Pine Ridge Island. Correspondence regarding same.		n/c
	Call from Jason Comisky regarding Urban Renewal plan questions. Correspondence to him.	0.40	60.00
	Review of correspondence from Kathleen Connor regarding Pine Ridge Estates.		n/c
	Review of correspondence from Pat White and Jason Morse. Correspondence regarding same.		n/c
10/06/2016	Review of correspondence from Gary Mahannah regarding Rock Creek. File review to find documentation regarding WRA easements. Correspondence regarding same.	0.40	60.00
	Call from Gary Mahannah regarding various matters.	0.20	30.00
	Review of correspondence and revised design from Kevin Crawford.	0.10	15.00
	Review of correspondence from Kathleen Connor regarding same.	0.10	15.00
	Review of correspondence from Lindsey Williams regarding 10-10-16 agenda. Correspondence regarding same.	0.20	30.00
	Review of correspondence from Jason Comisky. Phone conference with Jason Comisky. Correspondence to Gary Mahannah. Review of correspondence from Gary Mahannah. Response to him.	0.40	60.00



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P.O. Box 426  
Polk City, IA 50224

Statement Date: October 25, 2016  
Statement No. 219097  
Account No. 298.001

Page: 4

Re: General

		Hours	
10/10/2016	Telephone Conference with Gary Mahannah; Preparation for and Attendance of Council Meeting.	2.80	420.00
10/14/2016	Review of correspondence from Kathleen Connor regarding RTM Plat 1 legal documents.	0.10	15.00
	Review of correspondence and documents from Marlo Gillotti's attorney regarding Twelve Oaks Plat 4.	0.30	45.00
	Review of correspondence and documentation from Kathleen Connor regarding Twelve Oaks Plat 4.	0.20	30.00
10/17/2016	Phone conference with Gary Mahannah regarding various matters.	0.30	45.00
	Phone conference with Gary Mahannah and Jason Comisky regarding Urban Renewal Plan Amendments.	0.50	75.00
10/18/2016	Phone conference with Gary Mahannah regarding land use plan amendment, various matters.	0.20	30.00
	Review of correspondence regarding land use plan amendment for Lakewood.	0.20	30.00
	Review of correspondence and revised schedules for Urban Renewal Plan Amendments. Review of correspondence and documents regarding Deer Haven URP. Review of correspondence and documentation regarding Polk City Area II URP.	0.60	90.00
	Review of correspondence and documents regarding URP Amendment proceedings.	0.20	30.00
	Review of correspondence and documents regarding RTM Plat. Correspondence regarding same.	0.30	45.00
10/19/2016	Review of correspondence and revised URP for Deer Haven.	0.20	30.00
10/20/2016	Phone conference with Gary Mahannah regarding various matters for 10-24-16 meeting.	0.30	45.00



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City of Polk City  
P.O. Box 426  
Polk City, IA 50224

Statement Date: October 25, 2016  
Statement No. 219097  
Account No. 298.001  
Page: 5

Re: General

		Hours	
	Preparation of Petition and Waiver. Correspondence regarding same.		n/c
10/21/2016	Call from Gary Mahannah regarding 10-24-16 council agenda matters.	0.30	45.00
	Review of correspondence from Gary Mahannah regarding agenda items.	0.10	15.00
	Correspondence regarding same.	0.30	45.00
	Phone conference with Gary Mahannah.	0.20	30.00
	Correspondence regarding 10-24-16 council agenda items.	0.30	45.00
	Review of 10-24-16 council agenda packet.	1.00	150.00
	Review of correspondence and documentation regarding Twelve Oaks Plat 4. Correspondence regarding same. Review of correspondence regarding same.	0.50	75.00
10/24/2016	Attended 10-24-16 city council meeting.	2.00	300.00
	Review of correspondence from Rob Sarchett. Response to him.		n/c
	Call from Gary Mahannah.	0.20	30.00
	Review of correspondence from Pat White. Correspondence to him.		n/c
10/25/2016	Review of correspondence from Kathleen Connor regarding Twelve Oaks. Response to same.	0.10	15.00
	Review of correspondence and documentation from Jenny Gibbons regarding URA.	0.20	30.00
	For Current Services Rendered	17.60	2,640.00
10/25/2016	Credit		-115.00
	Total Credits for Fees		-115.00



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City of Polk City  
P.O. Box 426  
Polk City, IA 50224

Statement Date: October 25, 2016  
Statement No. 219097  
Account No. 298.001

Page: 6

Re:	General	
	Total Current Work	2,525.00
	Previous Balance	\$1,846.00
	<u>Payments</u>	
10/17/2016	Payment	-1,846.00
	<b>Balance Due</b>	<u><u>\$2,525.00</u></u>

As of January 2017 we will be begin emailing out our monthly statements. Please let us know the correct email address you want us to use for your statements. If you do not have an email address, please let us know and we will continue to send by U.S. Postal Service. Thank you.



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City of Polk City  
P.O. Box 426  
Polk City, IA 50224

Statement Date: October 25, 2016  
Statement No. 219098  
Account No. 298.002  
Page: 1

Re: Prosecutions  
ASB

### Fees

		Hours	
09/26/2016	Obtain docket from clerk and review same; issue subpoenas for upcoming trial.	0.60	90.00
10/03/2016	Review prosecution files for upcoming trials.	0.70	105.00
10/05/2016	Prosecution trials at courthouse.	1.40	210.00
10/06/2016	Call from defendant regarding pending charge.	0.30	45.00
10/12/2016	Review docket and issue subpoenas for upcoming trials.	0.70	105.00
10/14/2016	Review email from attorney regarding Obernolte case; call to Sgt Bjornson regarding Obernolte; review report; email to attorney for defendant.	1.30	195.00
10/17/2016	Call from defendant Sydney Biondi; Call from officer regarding upcoming trials.	0.60	90.00
	Review files and prepare for prosecutions.	1.30	195.00
10/19/2016	Prosecution trials at courthouse.	<u>2.00</u>	<u>300.00</u>
	For Current Services Rendered	8.90	1,335.00
	Total Current Work		1,335.00
	Previous Balance		\$1,065.00

### Payments

10/17/2016	Payment		-1,065.00
	<b>Balance Due</b>		<u><b>\$1,335.00</b></u>



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 Polk City, IA 50224

Statement Date: October 25, 2016  
 Statement No. 219100  
 Account No. 298.008  
 Page: 1

Re: Police/Teamsters 238  
 ASB

Fees

		Hours	
09/28/2016	Correspondence with Jon Thomas regarding labor negotiations.	0.40	60.00
10/03/2016	Correspondence with Gary Mahannah regarding draft agenda; review of and revisions to same.	0.40	60.00
10/05/2016	Correspondence with Union representative regarding labor negotiations and initial proposals.	0.40	60.00
10/10/2016	Negotiation preparation.	0.60	90.00
10/11/2016	Negotiations.	4.50	675.00
10/12/2016	Correspondence with Jon Thomas regarding negotiation issues.	0.60	90.00
10/13/2016	Correspondence with Lindsey Williams, Trace Kendig and Jon Thomas regarding disability insurance and negotiation issues.	0.70	105.00
10/17/2016	Correspondence with Gary Mahannah regarding negotiation issues.	0.30	45.00
10/18/2016	Correspondence with Jon Thomas regarding union negotiations.	0.50	75.00
10/19/2016	Review of correspondence from Jon Thomas regarding labor negotiations; correspondence with Gary Mahannah regarding same.	0.60	90.00
10/24/2016	Correspondence with union representative regarding labor negotiations.	0.30	45.00
10/25/2016	Correspondence with Gary Mahannah, Lindsey Williams and Trace Kendig regarding labor negotiation issues; preparation of City's Fourth Set of Proposals.	1.50	225.00
	For Current Services Rendered	10.80	1,620.00



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Polk City, IA 50224

Statement Date: October 25, 2016  
Statement No. 219100  
Account No. 298.008  
Page: 2

Re:	Police/Teamsters 238	
	Total Current Work	1,620.00
	Previous Balance	\$360.00
	<u>Payments</u>	
10/17/2016	Payment	-360.00
	<b>Balance Due</b>	<u>\$1,620.00</u>

As of January 2017 we will be begin emailing out our monthly statements. Please let us know the correct email address you want us to use for your statements. If you do not have an email address, please let us know and we will continue to send by U.S. Postal Service. Thank you.

# MEMO

Date: 11/11/2016

To: Mayor and Council

From: Mike Schulte

R.E Replacement of Hand Railing at City Hall

The hand railing along 3<sup>rd</sup> street in front of City Hall and the Historical Museum is in poor condition. In numerous places it has rusted off at the anchor points in the concrete. We have made temporary fixes to keep it in place until we could budget for it. This truly is a safety concern at this point.

We placed the funds in the current budget for the completion of this project.

We received two quotes for this project and they are as follows.

American Fence Company \$8,960

Paul Crudeli Specialty Welding \$8,350

I would recommend to approve Paul Crudeli Specialty Welding's quote of \$8,350 to build and install new hand rail at City Hall.

Thanks!

Mike Schulte

# Proposal

Proposal Submitted To: <i>City of Polk City</i>	Job Name <i>Historical Museum</i>	Job #
Address	Job Location <i>112 3<sup>rd</sup> St Polk City</i>	
	Date	Date of Plans <i>10/28/16</i>
Phone #	Fax #	Architect

We hereby submit specifications and estimates for: Removal & Replacement of  
Handrail with Westbury Aluminum Railing System style C10  
36", 50 State code compliant.  
Rail will be installed 2-3 weeks after acceptance.  
Rail to include (1) Stair sections about 4' &  
(2) Straite sections one about 31' one about 21'  
Post will be placed 6-7 feet apart at my  
discretion to attach to good concrete

We propose hereby to furnish material and labor – complete in accordance with the above specifications for the sum of:

\$ 8350.00 Dollars

with payments to be made as follows: Payment in full within 15 days of completion

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully  
submitted

Paul Crudell { Specialty welding }

Note – this proposal may be withdrawn by us if not accepted within 30 days.

## Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_

Signature \_\_\_\_\_

# AMERICAN FENCE COMPANY

15225 Industrial Rd. Omaha, NE 68144 402-896-6722 Fax 402-896-9730	1922 Delaware Des Moines, IA 50317 515-265-6100 Fax 515-265-6108	3301 N. 35th Street Lincoln, NE 68504 402-467-2511 Fax 402-467-2512	2205 E. Hwy 30 Grand Island, NE 68802 308-395-0793 Fax: 308-395-3901	47061 Charlotte Court Sioux Falls, SD 57108 605-368-9929 Fax: 605-368-9939	9930 Lackman Road Lenexa KS, 66219 913-307-0306 Fax: 913-492-8774
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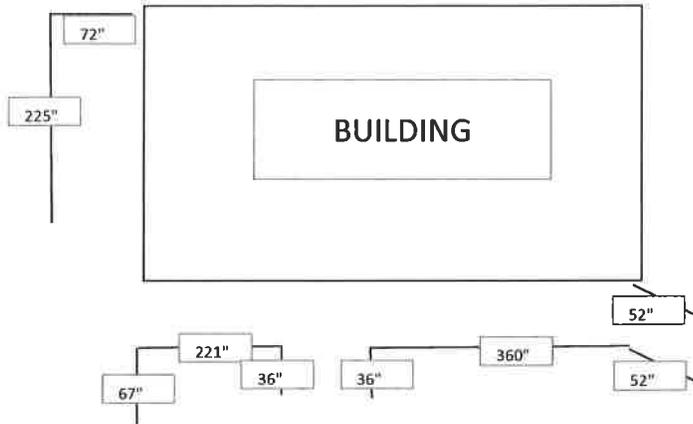
Date: 10/24/2016 Phone: 515-559-6878 Fax: \_\_\_\_\_

Customer Name: City of Polk City  
 Billing Address: \_\_\_\_\_  
 Location of Job: 112 North 3rd Street  
 City: Polk City State: Iowa Zip: 50226  
 Cell Phone: \_\_\_\_\_ E-Mail: rriley@polkcityia.gov

Specification for Fencing	
Overall Length	Overall Height
93LF	4 feet
Wire Gauge	Dia. Corner/End Post
N/A	3 inches
Dia. Line Post	Dia. Top Rail
3 inches	N/A
Walk Gates	Drive gates
N/A	N/A

**Diagram**

American Fence Company to install 93LF of 4 foot tall Ameristar Montage Plus 2 rail ornamental fencing. All posts to be plated and anchored to concrete. Posts and plates to be installed to cover core drills from existing railing. Decorative scrolls included. Existing railing to removed and disposed of by others.



- 1.) One mobilization is included for the installation of the fence.
- 2.) Block-out(s) in concrete / masonry for fence by others. No core drilling included.
- 3.) No surveying and/or staking included. Fence line to be staked by others.
- 4.) Private utilities to be located by others in accordance with State's One Call System standards.
- 5.) Fence line to be staked clear of utilities. Excavation by hand due to interference with utilities is not included and billed accordingly at \$25.00 per post hole.
6. All items not specifically mentioned in this proposal are excluded.
- 7.) Unless otherwise noted, no addenda were received.
- 8.) This proposal may be withdrawn by AFC if not accepted within 15 days.
- 9.) No removals, grading, grubbing , and/or demolition are included.
- 10.) Entire fence line must be concrete truck accessible for fence installation.
- 11.) No electrical wire, wiring, grounding, conduit, connections, and/or initial electrical/controls set-up. Only after electrician has confirmed connections and operations, AFC will review installation.
- 12.) AFC will not be subject to liquidated damages or back charges as a result of delays.
- 13.) Your project was estimated based on what we can see. Objects that interfere with your post installation will not be the responsibility of AFC such as your foundation, buried paving or pavers, roots, old fence footings etc. Any adjustments, additional materials, trips and labor will be at an additional expense.

Customer assumes full responsibility for location of property pins, staking of fence, and inaccurately placed pins and stakes. Customer understands that American Fence Co. staked the fence based on the proposal and/or in consideration of existing utilities that do not reflect the actual location of customer's property. Customer agrees to defend, hold harmless and indemnify American Fence Co. against claims, liabilities and expenses for trespass and damage arising out of location of said fence. Customer assumes full responsibility for damage to marked and unmarked underground utility, telephone, T.V., cable or sprinkler systems. Customer requests, agrees or allows American Fence Co. to locate the fence within 18 inches of any buried utilities; customer agrees to defend, hold harmless and indemnify American Fence Co. against all claims, liabilities and expenses as a result of damage to these utilities and property. If the contract price is not paid when due, customer agrees to allow American Fence Co. to trespass on to their property and remove fence at the company's discretion. Furthermore, customer agrees to indemnify and hold harmless American Fence Co. for any damage done to the property as a result of removal of the fence. All modifications shall be in writing and shall be affixed to the original bid. This agreement and subsequent modifications shall be contingent upon strikes, accidents, shortages or delays beyond the control of American Fence Co. Time stated for installation is purely estimated. Customer agrees and accepts that AFC will not extend discounts or credits for any delays or be held responsible for interest charges on any payments made by customer. Changes to the fence due to varying ground conditions are not the responsibility of American Fence Co. Customer to carry fire, tornado and other necessary insurance. This proposal cannot be withdrawn by customer after acceptance of proposal. American Fence Co. has the right to reject any bid. Legal and related fees accrued in an effort to collect on this account for whatever reason will be the responsibility of the customer. By signing this proposal, customer has completely reviewed and agreed with the prices, specifications and conditions as stated herein. Furthermore, customer is authorizing American Fence Co. to complete the work. The customer is financially responsible for cancellation fees and costs of special order materials in the event the customer elects to cancel the contract. TERMS: 60% Down. Balance due on substantial completion. Service and handling charge of 5% per month-60% per annum will apply to delinquent accounts past 10 days.

We will provide materials and labor in accordance with the above specifications for the sum of :\$ 8,960.00

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Customer/Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**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. 2<sup>ND</sup> 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 19<sup>th</sup> 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 5<sup>TH</sup> 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 10<sup>th</sup> 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: \_\_\_\_

**Polk City City Wide Contribution through Property Taxes to DART**

<u>Fiscal Year</u>	<u>Polk City Taxable Valuation</u>	<u>Tax Rate per</u> <u>\$1,000</u>	<u>Paid to DART</u> <u>City Wide</u>
Fy 16-17	\$ 187,695,962	\$ 0.5780	\$ 108,761.00
Fy 15-16	\$ 163,344,717	\$ 0.5580	\$ 91,472.00
Fy 14-15	\$ 121,618,823	\$ 0.4930	\$ 60,226.00
Fy 13-14	\$ 121,001,205	\$ 0.4280	\$ 52,040.00
Fy 12-13	\$ 109,048,318	\$ 0.3070	\$ 33,477.83
Fy 11-12	\$ 102,316,159	\$ 0.1980	\$ 20,258.60
6 Year Total			\$ 366,235.43



**Matt Schultz**  
 Secretary of State  
 State of Iowa

# 28E Agreement

FOR OFFICE USE ONLY:

FILED

M505268

6/21/2012 4:44:54 PM

**PLEASE READ INSTRUCTIONS ON BACK BEFORE COMPLETING THIS FORM**

**Item 1.** The full legal name, organization type and county of each participant to this agreement are:

	Full Legal Name	Organization Type	*County
Party 1	Alleman	City	Polk
Party 2	Altoona	City	Polk
Party 3	Ankeny	City	Polk
Party 4	Bondurant	City	Polk
Party 5	Carlisle	City	Polk

*\*Enter "Other" if not in Iowa*

**Item 2.** The type of Public Service included in this agreement is: 410 Public Transit  
(Enter only one Service Code and Description) Code Number Service Description

**Item 3.** The purpose of this agreement is: *(please be specific)*  
 The Second Amendment to the Amended and Restated Agreement for the Des Moines Regional Transit Authority amends the composition of its Commission districts as required by Iowa law.

**Item 4.** The duration of this agreement is: *(check one)*  Agreement Expires \_\_\_\_\_  Indefinite Duration  
[mm/dd/yyyy]

**Item 5.** Does this agreement amend or renew an existing agreement? *(check one)*

NO

YES Filing # of the agreement: M034101

(Use the filing number of the most recent version filed for this agreement)

The filing number of the agreement may be found by searching the 28E database at: [www.sos.state.ia.us/28E](http://www.sos.state.ia.us/28E).

**Item 6.** Attach two copies of the agreement to this form if not filing online.

**Item 7.** The primary contact for further information regarding this agreement is: *(optional)*

LAST Name McCann FIRST Name Kyle

Title Attorney Department Attorney

Email kyle.mccann@brickgentrylaw.com Phone 515-274-1450



SECOND AMENDMENT TO THE  
AMENDED AND RESTATED  
AGREEMENT

for the

DES MOINES REGIONAL TRANSIT AUTHORITY

SECOND AMENDMENT TO THE  
AMENDED AND RESTATED  
AGREEMENT  
FOR THE  
DES MOINES REGIONAL TRANSIT AUTHORITY

THIS SECOND AMENDMENT TO THE AMENDED AND RESTATED AGREEMENT FOR THE DES MOINES REGIONAL TRANSIT AUTHORITY (this "Second Amendment"), is entered into as of the date set forth in Section 102 hereof, by and among the Participating Communities (as defined in the Amended and Restated Agreement for the Des Moines Regional Transit Authority that was filed with the Iowa Secretary of State's Office on May 25, 2006, as amended (the "Amended and Restated Agreement")).

WITNESSETH:

WHEREAS, Des Moines Regional Transit Authority ("DART") operates under the Amended and Restated Agreement, and pursuant to Chapter 28E and Chapter 28M of the Code of Iowa, 2011, as amended (collectively, the "Act"); and

WHEREAS, to better serve the citizens of the Participating Communities and to provide DART with the ability to manage its operations to the full extent permitted by the Act, the Participating Communities desire to further amend the Amended and Restated Agreement; and

WHEREAS, this Second Amendment is entered into pursuant to Article XIV, Section 1, of the Amended and Restated Agreement, to amend Article III, as set forth below; and

WHEREAS, by their respective execution hereof, each of the Participating Communities adopts the changes set forth in this Second Amendment; and

WHEREAS, all acts, conditions and things have been done and performed which are necessary to make this Second Amendment a valid and binding agreement.

Section 101. Amendment to Article III. Pursuant to Article XIV, Section 1 of the Amended and Restated Agreement, the Participating Communities hereby agree to delete Article III in its entirety and replace said Article with the following:

ARTICLE III. ORGANIZATION OF COMMISSION

Section 1. Commission Shall Constitute Governing Body of the RTA. The RTA shall be governed in all matters by the Commission established in this Article.

Section 2. Composition of Commission.

- (a) There shall be nine members of the Commission, but the number of members may be increased pursuant to Article III, Section 2(a)(4) below.

- (1) Two of such members shall be at-large and shall be selected by the Polk County Board of Supervisors. Two alternates shall also be selected by the Polk County Board of Supervisors.
- (2) The remaining members of the Commission shall be selected in the following manner: Seven districts shall be created, with each such district approximately equal in size. District boundary lines shall be established as provided in Article III, Section 2(a)(6) below. One member of the Commission and one alternate shall be selected in each district, by a Selection Committee which shall be created in each such district. The Selection Committee in each district shall consist of the mayor of each city which is located in whole or in part within such district boundaries. Each mayor serving on the Selection Committee may nominate a person to serve as the member of the Commission representing such district. Any nomination of a member or alternate must be approved in advance by the city council of the mayor making such nomination to the Selection Committee. The Selection Committee in each such district, by unanimous vote, shall select one person to serve as a member of the Commission, and one person to serve as an alternate. The member and the alternate may be selected from different cities. In districts that consist of an area located in more than one city and where the Selection Committee cannot agree on a member or alternate by unanimous vote, the Selection Committee's selection of a member or alternate shall be resolved by the use of a weighted vote, in which the mayor of each city is entitled to one vote for each person residing within that part of the city of which they are mayor which is located within the district, according to the most recent U.S. Decennial Census, or more recent U.S. Census in which sufficiently detailed population data is available to determine the population within each RTA district. In districts which are located wholly within one city, the selection of a member and an alternate shall be made by the mayor and confirmed by resolution of the city council.
- (3) To the extent that a city whose boundaries are included within a transit district in Polk County has boundaries which extend into an adjacent county or counties, the boundaries of that transit district shall be expanded to include that part of the city which is located in an adjacent county or counties.
- (4) The Commission shall create a new transit district from a transit district or contiguous transit districts located in part outside of Polk County when the population of that part of a transit district or contiguous transit districts located outside of Polk County exceeds 60,000 according to the most recent U.S. Decennial Census, or more recent U.S. Census in which sufficiently detailed population data is available to determine the population within each RTA district. An additional member of the

Commission shall then be selected in the new transit district following the process described in Article III, Section 2(a)(2).

- (5) If a city that is located wholly outside of Polk County should become a Participating Community, then for purposes of this Article the population of such city shall be added to the nearest transit district, and the boundaries of such transit district shall be extended to include the boundaries of such city. If it is not possible to determine which transit district is "nearest", then the new Participating Community may select the transit district to which its population shall be added for the purposes of this Agreement.
- (6) Under the Code, legislative redistricting is mandatory immediately following an official U.S. Decennial Census. In the year following an Iowa legislative redistricting and after receiving a recommendation from the Service and Budget Review Committee, the Commission by an affirmative vote of at least two-thirds of the members of the Commission present and voting shall establish new boundaries for the transit districts. Whenever practicable, such districts shall be created using the current State House Districts or State Senate Districts for the boundaries of the cities and counties who are then Participating Communities under this Agreement.

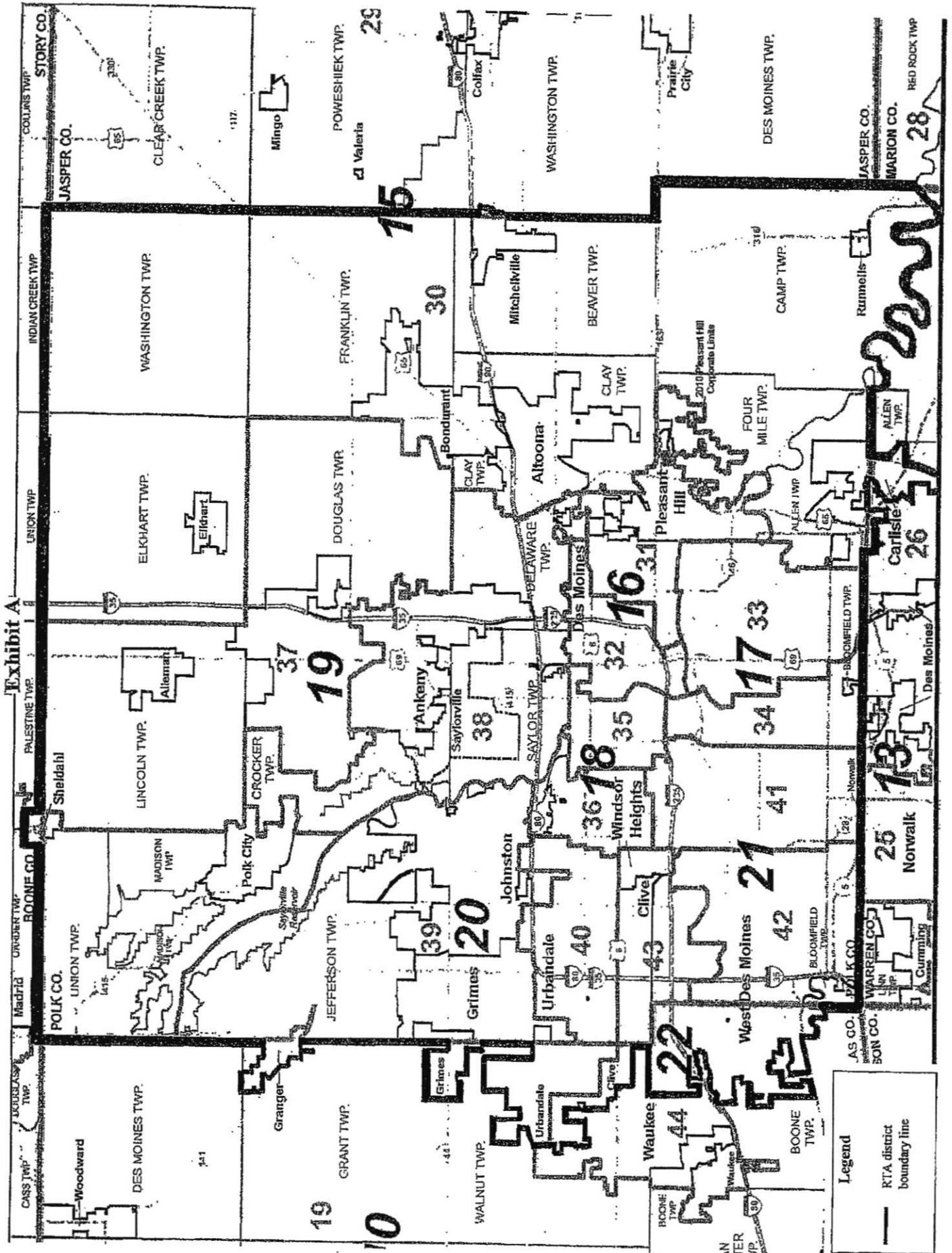
(b) All members of the Commission who are elected officials of Participating Communities shall serve on the Commission during the time they hold office and if such member ceases to hold elected office, their term as a member of the Commission may be terminated at the election of the city council of the Participating Community that the elected official represented on the Commission, and the vacancy shall be filled as provided in Article III, Section 2(a)(2) above. All members of the Commission who are not elected officials of a Participating Community shall serve the regular term of appointment. The term of office of any member of the Commission shall immediately terminate if such member ceases to permanently reside within the district which the member represents on the Commission.

(c) Members appointed to the Commission shall be appointed to four-year terms of office. A description of the boundaries of the RTA district is attached to this Agreement as Exhibit A.

Section 102. Effective Date. This Second Amendment is effective as of its date of execution by the last of the Participating Communities, which date shall be manually entered on the line set forth below.

Effective Date of Second Amendment: June 12, 2012

Exhibit A



**Legend**

— RTA district boundary line



Attest:

City of Alleman

By: William M. Bodensteiner  
Mayor William Bodensteiner

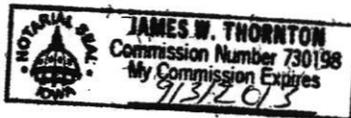
By: Kathleen A. Pausen  
City Clerk

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

On the 14 day of May, 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared William Bodensteiner and Kathleen A. Pausen, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Alleman, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Alleman on the 14<sup>th</sup> day of May, 2012, and the said Mayor and City Clerk acknowledged that execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

[Signature]  
Notary Public in and for the State of Iowa

Seal & Notarial Commission Expiration Date:



Attest:

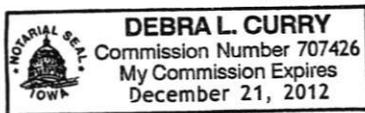
City of Altoona

By: J.M. Skip Conkling  
Mayor J. M. "Skip" Conkling

By: Randy Pierce  
City Clerk Randy Pierce

STATE OF IOWA, COUNTY OF POLK, ss:

On the 19<sup>th</sup> day of March, 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared J.M "Skip" Conkling and Randy Pierce, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Altoona, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Altoona on the 19<sup>th</sup> day of March, 2012, and the said Mayor and City Clerk acknowledged that execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.



Debra L. Curry  
Notary Public in and for the State of Iowa

Seal & Notarial Commission Expiration Date:

Attest

By:



Mayor Steven D. Van Oort

City of Ankeny

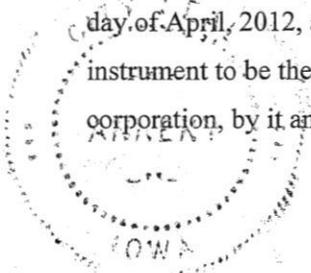
By:

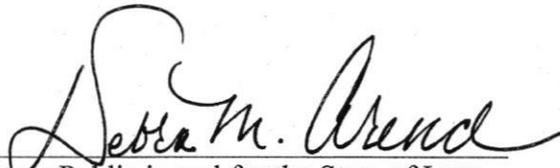


City Clerk Pamela DeMouth

STATE OF IOWA, COUNTY OF POLK, SS:

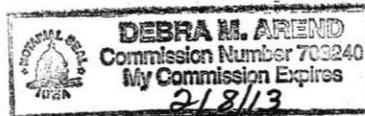
On the 16<sup>th</sup> of April, 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **STEVEN D. VAN OORT** and **PAMELA DeMOUTH** to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, of the City of Ankeny, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Ankeny on the 16<sup>th</sup> day of April, 2012, and the said Mayor and the City Clerk acknowledged that execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.





Notary Public in and for the State of Iowa

Seal & Notarial Commission Expiration Date:



Attest:

By:

*Keith P. Ryan*  
Mayor Keith P. Ryan

City of Bondurant

By:

*Mark Arentsen*  
City Administrator Mark Arentsen

STATE OF IOWA, COUNTY OF POLK, ss:

On the 7th day of May, 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Keith P. Ryan and Mark Arentsen, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Administrator of the City of Bondurant, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Bondurant on the 7th day of May, 2012, and the said Mayor and City Administrator acknowledged that execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.



*Michelle Wells*  
Notary Public in and for the State of Iowa

Seal & Notarial Commission Expiration Date:

Attest:

By:

Ruth Randleman  
Mayor Ruth Randleman

City of Carlisle

By:

Neil Ruddy  
City Clerk Neil Ruddy

STATE OF IOWA, COUNTY OF Warren, ss:

On the 26<sup>th</sup> day of March, 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ruth Randleman and Neil Ruddy, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Carlisle, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Carlisle on the 26<sup>th</sup> day of March, 2012, and the said Mayor and City Clerk acknowledged that execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.



Andrea K. Blak  
Notary Public in and for the State of Iowa

Seal & Notarial Commission Expiration Date: 4-26-12

CITY OF CARLISLE  
WARREN COUNTY IOWA

Attest:

By:

  
\_\_\_\_\_  
Mayor Scott Cirksena

City of Clive

By: Pamela L Blessman  
City Clerk Pamela Blessman

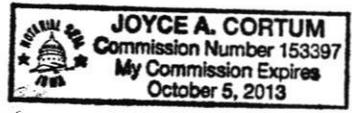
**STATE OF IOWA, COUNTY OF POLK, ss:**

On the 6<sup>th</sup> day of April, 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Scott Cirksena and Pamela Blessman, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Clive, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Clive on the 5<sup>th</sup> day of April, 2012, and the said Mayor and City Clerk acknowledged that execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.



Seal & Notarial Commission Expiration Date:

Joyce A. Cortum  
Notary Public in and for the State of Iowa



Attest:

City of Des Moines

By: T. M. Franklin Cownie  
Mayor T. M. Franklin Cownie

By: Diane Rauh  
City Clerk Diane Rauh

STATE OF IOWA, COUNTY OF POLK, ss:

On the 9<sup>th</sup> day of April, 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared T. M. Franklin Cownie and Diane Rauh, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Des Moines, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Des Moines on the 9<sup>th</sup> day of April, 2012, and the said Mayor and City Clerk acknowledged that execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

Karen Marie Herzberg  
Notary Public in and for the State of Iowa

Seal & Notarial Commission Expiration Date:



Attest:

City of Elkhart

By:

*Brandon Snyder*  
Mayor Brandon Snyder

By:

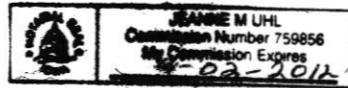
*Jeanne Uhl*  
City Clerk Jeanne Uhl

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

On the 13<sup>th</sup> day of March, 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Brandon Snyder and Jeanne Uhl, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Elkhart, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Elkhart on the 13<sup>th</sup> day of March, 2012, and the said Mayor and City Clerk acknowledged that execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

*Jeanne M Uhl*  
Notary Public in and for the State of Iowa

Seal & Notarial Commission Expiration Date:



Attest:

City of Granger

By: Tom Schenk  
Mayor Tom Schenk

By: Kristy Trzeciak  
City Clerk Kristy Trzeciak

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

On the 14<sup>th</sup> day of March, 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Tom Schenk and Kristy Trzeciak, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Granger, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Granger on the 14<sup>th</sup> day of March, 2012, and the said Mayor and City Clerk acknowledged that execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

Ralph Brown  
Notary Public in and for the State of Iowa

Seal & Notarial Commission Expiration Date:



Attest:

City of Grimes

By:

[Signature]  
Mayor Tom Armstrong

By:

[Signature]  
City Clerk Rochelle Williams

STATE OF IOWA, COUNTY OF POLK, ss:

On the 24 day of April, 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Tom Armstrong and Rochelle Williams, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Grimes, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Grimes on the 24 day of April, 2012 and the said Mayor and City Clerk acknowledged that execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.



[Signature]  
Notary Public in and for the State of Iowa

Seal & Notarial Commission Expiration Date:

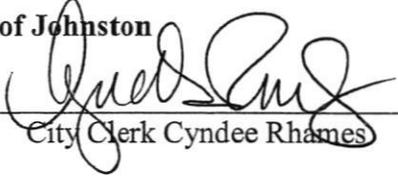
Attest:

By:

  
Mayor Paula Dierenfeld

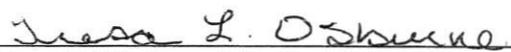
City of Johnston

By:

  
City Clerk Cyndee Rhames

STATE OF IOWA, COUNTY OF POLK, ss:

On the 19<sup>th</sup> day of March, 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Paula Dierenfeld and Cyndee Rhames, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Johnston, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Johnston on the 19<sup>th</sup> day of March, 2012, and the said Mayor and City Clerk acknowledged that execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

  
Notary Public in and for the State of Iowa

Seal & Notarial Commission Expiration Date:



Attest:

City of Mitchellville

By: William H. Roberts  
Mayor William H. Roberts

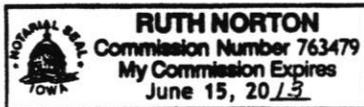
By: Kristen May  
City Clerk Kristen May

STATE OF IOWA, COUNTY OF POLK, ss:

On the 2nd day of April, 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared William H. Roberts and Kristen May, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Mitchellville, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Mitchellville on the 2nd day of April, 2012, and the said Mayor and City Clerk acknowledged that execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

Ruth Norton  
Notary Public in and for the State of Iowa

Seal & Notarial Commission Expiration Date:



Attest:

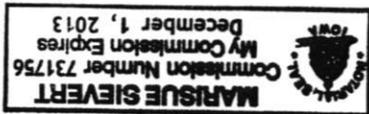
City of Pleasant Hill

By: Mike R. Richardson  
Mayor Mike Richardson

By: Susan Mahannah  
City Clerk Susan Mahannah

STATE OF IOWA, COUNTY OF POLK, ss:

On the 10<sup>th</sup> day of April, 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mike Richardson and Susan Mahannah, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Pleasant Hill, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Pleasant Hill on the 10<sup>th</sup> day of April, 2012, and the said Mayor and City Clerk acknowledged that execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.



Marisue Sievert  
Notary Public in and for the State of Iowa

Seal & Notarial Commission Expiration Date:



Attest:

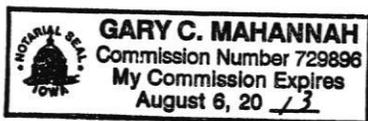
*[Signature]*  
By: \_\_\_\_\_  
Mayor Gary M. Heuertz

City of Polk City

By: *[Signature]*  
City Clerk Sharon Nickles

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

On the 27<sup>th</sup> day of MARCH, 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Gary M. Heuertz and Sharon Nickles, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Polk City, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Polk City on the 26<sup>th</sup> day of MARCH, 2012, and the said Mayor and City Clerk acknowledged that execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.



*[Signature]*  
Notary Public in and for the State of Iowa

Seal & Notarial Commission Expiration Date:

Attest:

County of Polk

By:

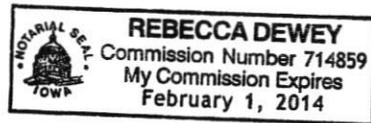
Angela Connolly  
Angela Connolly, Chair  
Board of Supervisors

By:

Jamie Fitzgerald  
Jamie Fitzgerald  
Polk County Auditor

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

On the 3rd day of APRIL, 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Angela Connolly and Jamie Fitzgerald, to me personally known, who, being by me duly sworn, did say that they are the Chair of the Polk County Board of Supervisors and the Auditor of Polk County, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the Polk County Board of Supervisors on the 3rd day of APRIL, 2012, and the said Polk County Board of Supervisors Chair and Polk County Auditor acknowledged that execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.



Rebecca Dewey  
Notary Public in and for the State of Iowa

Seal & Notarial Commission Expiration Date:

Attest:

City of Runnells

By: *Ron Tait*  
Mayor Ron Tait

By: *Carol Elam*  
Chief City Clerk Carol Elam

STATE OF IOWA, COUNTY OF POLK, ss:

On the 12 day of June, 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ron Tait and Carol Elam, to me personally known, who, being by me duly sworn, did say that they are the Mayor and Chief City Clerk of the City of Runnells, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Runnells on the 12<sup>th</sup> day of June, 2012, and the said Mayor and Chief City Clerk acknowledged that execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.



*Linda Northway*  
Notary Public in and for the State of Iowa

Seal & Notarial Commission Expiration Date:



Attest:

City of Sheldahl

By: [Signature]  
Mayor Don Towers

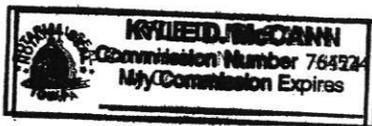
By: [Signature]  
City Clerk Laurie Lester

STATE OF IOWA, COUNTY OF POLK, ss:

On the 4 day of June, 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Don Towers and Laurie Lester, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Sheldahl, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Sheldahl on the 4th day of June, 2012, and the said Mayor and City Clerk acknowledged that execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

[Signature]  
Notary Public in and for the State of Iowa

Seal & Notarial Commission Expiration Date:



Attest:

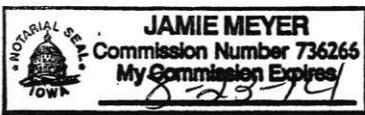
City of Urbandale

By: [Signature]  
Mayor Bob Andeweg

By: Deb Mains  
City Clerk Deb Mains

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

On the 20<sup>th</sup> day of March, 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Bob Andeweg and Deb Mains, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Urbandale, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Urbandale on the 20<sup>th</sup> day of March, 2012, and the said Mayor and City Clerk acknowledged that execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.



[Signature]  
Notary Public in and for the State of Iowa

Seal & Notarial Commission Expiration Date:

Attest:

City of West Des Moines

By:

*Steven K. Gaer*  
Mayor Steven K. Gaer

By:

*Jody E. Smith*  
City Clerk Jody E. Smith

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

On the 16th day of April, 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Steven K. Gaer and Jody E. Smith, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of West Des Moines, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of West Des Moines on the 16th day of April, 2012, and the said Mayor and City Clerk acknowledged that execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

*Ryan T. Jacobson*  
Notary Public in and for the State of Iowa

Seal & Notarial Commission Expiration Date:



Attest:

By:

Jerry Sullivan  
Mayor Jerry Sullivan

City of Windsor Heights

By:

Marketa Oliver  
City Administrator Marketa Oliver

STATE OF IOWA, COUNTY OF POLK, ss:

On the 7<sup>th</sup> day of May, 2011, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jerry Sullivan and Marketa Oliver, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Administrator of the City of Windsor Heights, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Windsor Heights on the 16<sup>th</sup> day of April, 2011, and the said Mayor and City Administrator acknowledged that execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

Carrie Brannen  
Notary Public in and for the State of Iowa



Seal & Notarial Commission Expiration Date:

