

April 26, 2021 | 6:00 pm

City Hall-Council Chambers | Electronic Meeting

Due to Covid-19 Mayor and Council will meet in person with Public Meeting participation via phone only Call in local 515-329-8019 Toll-Free 833-329-8019 Participant Code 593054

Jason Morse | Mayor
Mandy Vogel | Pro Tem
City Council Members: Jeff Walters | Dave Dvorak | Ron Anderson | Rob Sarchet

- 1. Call to Order
- 2. Roll Call
- 3. Approval of Agenda
- 4. Presentation: Ken Morse, Tree Board/Arbor League awarding Polk City Tree USA 2021
- **5. 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 contact the City Clerk by 5pm on the date of the meeting by email at jgibbons@polkcityia.gov with your name and address for the record including the phone number you will be calling in with. The Mayor will recognize you for five minutes of comment during which time your line will be unmuted.
- 6. Consent Items
 - a. City Council Meeting Minutes for April 12, 2021
 - b. City Council Work Session Meeting Minutes for April 12, 2021
 - c. Receive and file P&Z Commission Meeting Minutes for April 19, 2021
 - d. Claims listing April 26, 2021
 - e. March 2021 Finance Report
 - f. Receive and file the March 2021 Police Department Report
 - g. Receive and file the March 2021 Fire Department Report
 - h. Resolution 2021-28 resolution setting a Public Hearing for May 10, 2021 at 6pm for vacation of an easement
 - i. Resolution 2021-29 approving the renewal of an agreement with Polk County for use of the Community Room for the Polk City Senior Congregate Meal Program
 - j. Water Connection Agreement for 10465 NW 44th Street, Polk City, Iowa
 - k. Twelve (12) months Class C Liquor License for Papas Pizzeria located at 214 W Van Dorn St. with Sunday Sales and Outdoor Services effective 5/28/2021
 - 1. Twelve (12) month Class E Liquor License for Fareway Stores #137 located at 1101 South 4th Street effective June 17, 2021
 - m. Resolution 2021-30 approving PA-44 Complete Streets Policy
 - n. Special Events application from American Legion closing 1st Street between Broadway and Van Dorn on the following dates and times: May 14th 5p-9p, June 11th5p-9p, June 13th 11a-2p, June 26th 9a-12p, July 9th 5p-9p, August 13th 5p-9p, and September 10th 5p-9p

- o. Twelve-month Tobacco Permit for Kum & Go #0135 effective July 1, 2021
- p. Set pay for Parks & Recreation seasonal employee, Aaron Hughes, Recreation Assistant I at \$14.00 per hour, starting May 1, 2021, contingent upon successful completion of background check

7. Business Items

- a. Resolution 2021-31 approving 28E Agreement with North Polk Community School District for intersection improvements at N 3rd and E Vista Lake Dr.
- b. Resolution 2021-32 approving agreement with Knapp Properties for intersection improvements at N 3rd and E Vista Lake Dr.
- c. Resolution 2021-33 approving petition and waiver with North Polk for right turn lane on E Vista Lake Dr
- d. Resolution 2021-34 approving an amendment to the North Polk intermediate Site Plan
- e. Snyder & Associates Engineering services Agreement in the amount of \$141,500 for the roundabout at N 3rd Street and E Vista Lake Dr.
- f. Snyder & Associates Engineering Services Agreement in the amount of \$11,140 for the West Bridge Road Water Main Loop
- g. Second Reading of Ordinance 2021-1300 rezoning 77.66 acres of Knapp Properties located North and East of 220 E. Vista Lake Avenue from A-1 to R-1, from A-1 to R-1A, and from R-1 to R-1A

8. Reports & Particulars

Mayor Proclamations:

Arbor Day April 30

Clerk Week May 2-8

Police Week May 9-15

Mayor, Council, City Manager, Staff, Boards, and/or Commissions

9. Adjournment

--next meeting date May 10, 2021

MEETING MINUTES The City of Polk City City Council Meeting 6:00 p.m., April 12, 2021 City Hall – Council Chambers

Polk City, City Council held a meeting in the City Hall Council Chambers with public participation via phone at 6:00 p.m., on April 12, 2021. The Agenda was posted at the City Hall office as required by law.

These tentative minutes reflect all action taken at the meeting.

- 1. *Call to Order* | *Mayor Morse called the meeting to order at 6:00 p.m.*
- 2. Roll Call | Walters, Dvorak, Vogel, Anderson, Sarchet | In attendance via zoom
- **3.** *MOTION:* A motion was made by Anderson and seconded by Dvorak to approve the agenda *MOTION CARRIED UNANIMOUSLY*
- 4. Public Hearings:
 - a. Mayor Morse opened the Public Hearing for the proposed Comprehensive Plan Amendment at 6:01p.m. City Clerk, Jenny Gibbons, said that the notice was published April 2, 2021 and no comments had been received for or against the proposed Amendment. City Engineering Representative, Connor provided a report and reviewed the overall proposed changes.

MOTION: A motion was made by Walters and seconded by Vogel to close the public hearing at 6:04 p.m. **MOTION CARRIED UNANIMOUSLY**

i. *MOTION:* A motion was made by Dvorak and seconded by Vogel to approve Resolution 2021-25 amending the Comprehensive Plan

MOTION CARRIED UNANIMOUSLY

b. Mayor Morse opened the Public Hearing for the proposed rezoning request for a portion of Knapp's property from A-1 to R-1, from A-1 to R-1A and from R-1 to R-1A at 6:07 p.m. City Clerk, Jenny Gibbons, said that the notice was published April 2, 2021 and no comments had been received for or against the proposed rezoning request. City Engineering Representative, Connor provided a report and reviewed the overall proposed changes.

MOTION: A motion was made by Vogel and seconded by Sarchet to close the public hearing at 6:09 p.m. **MOTION CARRIED UNANIMOUSLY**

i. *MOTION:* A motion was made by Dvorak and seconded by Walters to approve the first reading of Ordinance 2021-1300 rezoning 77.66 acres

YES: Walters, Dvorak, Vogel

NO: Anderson, Sarchet

MOTION CARRIED

- 5. *Public Comments* | Ryan Stone, 971 Breakwater Pl. and Phil Carpenter, 920 Breakwater Pl. made public comment regarding their concerns surrounding the Kwik Star Gas Station and Car Wash. Ann Wagoner, 1504 Tournament Club Way made public comment regarding her concern about litter in Polk City.
- 6. Consent Items

MOTION: A motion was made by Dvorak and seconded by Sarchet to approve the consent agenda items.

- a. City Council Meeting Minutes for March 22, 2021
- b. Receive and file Special P&Z Commission Meeting Minutes for March 22, 2021
- c. Receive and file Parks Commission Meeting Minutes for April 5, 2021
- d. Claims listing April 12, 2021
- e. Receive and file the March 1, 2021 Library Board Meeting Minutes
- f. Receive and file the March 2021 Library Stats
- g. Receive and file the March 2021 Library Director Report
- h. Resolution 2021-26 setting a public hearing for FY 20.21 Budget Amendment
- i. Receive and file the March 2021 Water Report
- j. Twelve-month Tobacco Permit for Casey's Store #1144 effective July 1, 2021
- k. Purchase budgeted mosquito sprayer in the amount of \$12,622.92
- 1. Receive and file the March 2021 Parks & Recreation Report
- m. Receive and file the 2021 Q1 Parks & Recreation Program Summary
- n. Renew the mowing and lawn care services contract with Total Quality Inc. for FY 21/22
- o. Setting Pay rate for FD new hires:
- p. Tanner Owen, Firefighter/Paramedic at a part-time rate \$18.13/hr and POC rate \$15.84/hr

- q. Samuel Palmer, Firefighter/EMT at a part-time rate of \$14.21/hr and POC rate \$13.73/hr
- r. Acknowledge the Fire Department's Insurance Services Office (ISO) rating of 3 for Public Protection Classification
- s. DMACC Training Agreement with Polk City Fire Department *MOTION CARRIED UNANIMOUSLY*

7. Business Items

a. *MOTION:* A motion was made by Walters and seconded by Sarchet to approve Resolution 2021-27 approving Pay App No. 1 for the 2021 Street Repairs Project in the amount of \$54,310.17

MOTION CARRIED UNANIMOUSLY

- b. Four Seasons Mini Fest Saturday, July 17, 2021
 - i. Special Event Application
 - a. *MOTION:* A motion was made by Walters and seconded by Dvorak to approve road closures on the day of the event on 2nd street between Broadway and Van Dorn from 12pm-8pm and on 1st street between Broadway and Van Dorn 12pm-12am.

MOTION CARRIED UNANIMOUSLY

b. *MOTION:* A motion was made by Walters and seconded by Sarchet to waive the City's Noise Ordinance on the evening of the event until 11pm

MOTION CARRIED UNANIMOUSLY

ii. *MOTION*: A motion was made by Sarchet and seconded by Vogel to approve Special Event funding to Go Polk City in the amount up to \$7500

MOTION CARRIED UNANIMOUSLY

c. *MOTION:* A motion was made by Anderson and seconded by Dvorak to approve Snyder & Associates Engineering Services invoice for February 2021 in the amount of \$26,473.25

YES: Dvorak, Vogel, Anderson, Sarchet

ABSTAIN: Walters
MOTION CARRIED

- 8. Reports & Particulars | Mayor, Council, City Manager, Staff, Boards, and/or Commissions
 - Council Member Vogel thanked Brigett for the Four Seasons mini fest plan and said she was glad to see a concept come through that creatively allows a good event to take place this summer.
 - Council Member Sarchet said he appreciates folks calling in to voice their concerns and wants people to feel heard and taken seriously. He said he appreciates their willingness to put themselves out there.
 - Council Member Anderson said he attended the Library Board Meeting and appreciates the Library's efforts for continued education opportunities.

9. Adiournmen	
9. Adjournment	l

MOTION: A motion	was made by Anderso	n and seconded by	Vogel to adjourn at 6:4	7 p.m.
MOTION CARRIET) IINANIMOIISI V			

MOTION CARRIED CIVILVINO CSET		
Next Meeting Date -April 26, 2021		
	Jason Morse, Mayor	
Attest		
Jenny Gibbons, City Clerk		

MEETING MINUTES The City of Polk City Planning and Zoning Commission 6:00 p.m., Monday, April 19, 2021

Polk City, Planning and Zoning Commission (P&Z) held a meeting at 6:00 p.m., on April 19, 2021 via ZOOM. The Agenda was posted at the City Hall office as required by law. **These tentative minutes reflect all action taken at the meeting.**

- 1. Call to Order | Chair Bowersox called the meeting to order at 6:02 p.m.
- 2. Roll Call | Hankins, Triplett, Bowersox, Sires, Dietz | In attendance via ZOOM Sires joined 6:03 p.m.
 Ohlfest | Absent
- 3. Approval of Agenda

MOTION: A motion was made by Hankins and seconded by Triplett to approve the agenda.

MOTION CARRIED UNANIMOUSLY

4. Approval of Meeting Minutes

MOTION: A motion was made by Hankins and seconded by Dietz to approve the March 15, 2021 meeting minutes.

YES: Dietz, Hankins, Triplett, Sires, Bowersox

ABSTAIN: Vogel MOTION CARRIED

5. Approval of Special Meeting Minutes

MOTION: A motion was made by Hankins and seconded by Dietz to approve the March 22, 2021 meeting minutes.

MOTION CARRIED UNANIMOUSLY

- 6. Public Comments | None
- 7. Bryant Plat of Survey | Keven Crawford, Cooper Crawford & Associates reviewed the Plat of Survey. Kathleen Connor, City Engineering Representative confirmed that all staff comments had been addressed. MOTION: A motion was made by Hankins and seconded by Vogel to recommend Council approval of the Bryant Plat of Survey subject to all staff and engineering comments dated April 14, 2021 MOTION CARRIED UNANIMOUSLY
- 8. North Polk Intermediate Site Plan | Erin Ollendike, Civil Design Advantage, reviewed the modifications in the amendment.

MOTION: A motion was made by Sires and seconded by Dietz to recommend Council approve the amendment to the North Polk Intermediate Site Plan subject to all staff and engineering comments dated April 16, 2021

MOTION CARRIED UNANIMOUSLY

9. Complete Streets Policy | Chelsea Huisman, City Manager said staff created the proposed policy after reviewing other city's policies.

MOTION: A motion was made by Dietz and seconded by Vogel to recommend Council approve the Complete Streets Policy

MOTION CARRIED UNANIMOUSLY

10. Resuming in-person meetings | P&Z Commission members discussed and determined to resume inperson meetings beginning with the May 17th meeting.

11. Reports & Particulars

• City Council Member Sarchet reported the City Council resumed in-person meetings last week. He said the City has a facility needs assessment underway and suggested staff share an electronic copy of the final report with the P&Z members. Sarchet reported City Council approved Go Polk City proposed Mini Fest with Saturday activities. He said he thinks the Complete Streets Policy is a good initiative and he reported that the City Council had approved the Ledgestone project and the Knapp Rezoning at the last two meetings.

12. Adjournment

MOTION: A motion was made by Hankins and by Dietz to adjourn at 6:31 p.m. **MOTION CARRIED UNANIMOUSLY**

Next Meeting Date - Monday, May 17, 2021

Attest:	
Jenny Gibbons - City Clerk	_

MEETING MINUTES The City of Polk City Work Session 4:30 p.m., Monday, April 12, 2021 City Hall – Council Chambers

A Council Work Session was held on April 12, 2021 at 4:30 p.m. in the City Hall Council Chambers in Polk City, Iowa with public participation via phone.

Mayor and City Council Members Present:	Staff Members Present:
Jason Morse Mayor	Chelsea Huisman City Manager
Mandy Vogel Pro Tem	Jenny Gibbons City Clerk/Treasurer
Jeff Walters City Council Member	Kathleen Connor City Engineering Rep
Dave Dvorak City Council Member	Mike Schulte Public Works Director
Ron Anderson City Council Member	Jason Thraen Parks & Recreation Director
Robert Sarchet City Council Member	Jeremy Siepker Police Chief
	Jim Mitchell Fire Chief
	Jamie Noack Library Director

Minutes

Shive Hattery presented initial facility needs assessment and asked the Mayor and Council to provide feedback and questions to City Manager Huisman and will hold a follow up meeting with Council to incorporate those items discussed.

<u>Adjournment</u> – Meeting adjourned at 5:50 p.m.		
	Jason Morse, Mayor	
Jenny Gibbons, City Clerk		

CLAIMS REPORT		
CITY OF POLK CITY	DATED	4/26/2021
VENDOR	REFERENCE	AMOUNT
Amazon	LIBRARY BOOKS	\$ 2,646.78
AMAZON BUSINESS	HOLSTER LIGHT - HALL	\$ 472.29
AUREON TECHNOLOGY	MANAGED SERVICES	\$ 3,538.00
BAKER & TAYLOR	LIBRARY BOOKS	\$ 664.97
BOOT BARN	WORK CLOTHING/GEAR	\$ 163.97
Bound Tree Medical	MEDICAL SUPPLIES	\$ 259.90
BUSINESS PUBLICATIONS CORP	PUBLICATIONS	\$ 623.10
CANINE TACTICAL	K-9 TRAINING	\$ 150.00
CARROLL CONSTRUCTION SUPPLY	CONCRETE TOOLS	\$ 465.11
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	\$ 42.54
CITY OF POLK CITY	UB ASSISANCE - APRIL 2021	\$ 281.40
CLEANING CONNECTION INC	APRIL JANITORIAL	\$ 1,328.54
Controlled Access of the Midwest	REPAIR RECYCLING GATE	\$ 297.00
CORE AND MAIN	DECHLORINATION TABLETS	\$ 500.00
Crystal Clear Water Co	PURCHASED WATER	\$ 42.25
Custom Awards & Embroidery Inc	PARKS COMMISSION NAME PLATES	\$ 59.00
Des Moines Water Works	PUMPING STATION COSTS	\$ 6,435.99
Dewey Ford	#21 OIL CHANGE	\$ 77.75
Gurnsey Electric Co	WARNING SIREN MAINTENANCE	\$ 2,284.13
HAWKINS INC	CHLORINE	\$ 1,055.67
HOTSY CLEANING SYSTEMS INC.	PRESSURE WASHER REPAIRS	\$ 176.65
IOWA ONE CALL	UNDERGROUND LOCATIONS	\$ 233.50
JAMIE NOACK	SRP PRIZES REIMBURSEMENT	\$ 82.95
JESSICA CAMPBELL	FLYER PUBLICATION CREATION	\$ 90.00
KEYSTONE LABORATORIES INC.	WATER TESTING	\$ 75.00
KIMBALL MIDWEST	SHOP SUPPLIES	\$ 764.80
LYNN PEAVEY COMPANY	BLOOD/URINE KITS	\$ 43.50
MEDIACOM	INTERNET SERVICE	\$ 136.90
MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$ 9,422.31
MIDLAND POWER CO-OP	STREET LIGHTING	\$ 521.82
NELSON AUTOMOTIVE	REPAIR PARTS - #23 OIL CHANGE	\$ 49.83
P & M APPAREL	EVENT SPONSORS WINDOW CLINGS	\$ 66.00
PITNEY BOWES	POSTAGE METER RENTAL	\$ 105.00
POLK COUNTY HEATING & COOLING	TILE REPAIRS	\$ 100.00
RANGEMASTERS TRAINING CENTER	UNIFORM PANTS - DELANEY	\$ 89.98
STRYKER SALES CORPORATION	MONITOR/LUCAS SERVICE	\$ 4,855.20
VERIZON WIRELESS	PHONE AND DATA PLAN	\$ 370.20
Accounts Payable Total		\$ 38,572.03
GENERAL		\$ 23,130.06
ROAD USE		\$ 1,519.68
L.M.I		\$ 281.40
WATER		\$ 10,966.64
SEWER		\$ 2,674.25
TOTAL FUNDS		\$ 38,572.03

March 2021 Treasurer's Report

Beginning Balance	\$9,786,010.94
Revenues	\$526,081.25
Expenditures	\$445,833.16
Ending Balance	\$9,866,259.03



Monthly Finance Report March 2021

Prepared By:

Jenny Gibbons
City Clerk/Treasurer

GLRPTGRP 4/16/21 3:26 TREASURER'S REPORT
CALENDAR 3/2021, FISCAL 9/2021
LAST REPORT CITY OF POLK CITY Page 1 OPER: JG

ACCOU	NT TITLE	LAST REPORT END BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILILTY	ENDING BALANCE
 001	GENERAL	4,838,636.84	210,681.44	245,008.97	601.79-	4,856,383.74
110	ROAD USE	131,439.25	14,795.22	17,108.10	1.50	129,127.87
111	I-JOBS	.00	.00	.00	.00	.00
121	LOCAL OPTION SALES TAX	.00	.00	.00	.00	.00
125	TIF	70,854.86	8,028.16	.00	.00	70,854.86
135	L.M.I	1,482,512.45	.00	552.81	.00	1,481,959.64
167	PC COMM. LIB TRUST	13,874.34	.00	.00	.00	13,874.34
177	ASSET FORFEITURE	1,685.81	.00	.00	.00	1,685.81
200	DEBT SERVICE	30,108.44-	13,535.54	.00	.00	30,108.44-
301	CAPITAL IMPROVEMENTS	577,027.75-	36,205.44	15,227.53	.00	587,162.36-
302	CAPITAL WATER PROJECT	1,183,633.20	.00	.00	.00	1,183,633.20
303	CAPITAL EQUIPMENT/VEHIO	.00	.00	.00	.00	.00
600	WATER	1,203,365.36	85,289.26	86,299.23	2.64	1,202,358.03
610	SEWER	1,446,983.91	134,349.55	52,455.91	2.48	1,528,880.03
670	SOLID WASTE/RECYCLING	20,161.11	23,196.64	28,585.44	.00	14,772.31
740	STORM WATER UTILITY	.00	.00	.00	.00	.00
920	ESCROW	.00	.00	.00	.00	.00
	Report Total	9,786,010.94	526,081.25	445,237.99	595.17-	9,866,259.03

BANK CASH REPORT 2021

	BANK NAME GL NAME	FEBRUARY CASH BALANCE	MARCH RECEIPTS	MARCH DISBURSMENTS	MARCH CASH BALANCE	OUTSTANDING TRANSACTIONS	MAR BANK Balance
	Grinnell State Bank BK#1						
BANK	Grinnell State Bank BK#1						5,105,115.57
01	CHECKING - GENERAL	784,830.91	261,619.30	246,113.12 17,576.40	800,337.09	3,957.95	. ,
.10	CHECKING - ROAD USE	131,439.25	15,265.02	17,576.40	129,127.87	538.00	
.11	CHECKING - I-JOBS	0.00	0.00	0.00	0.00		
12	CHECKING - EMPLOYEE BENEFIT	0.00	0.00	0.00	0.00		
21	CHECKING - LOCAL OPTION	0.00	0.00 0.00 0.00	0.00	0.00		
25	CHECKING - TIF	70,854.86	0.00	0.00 0.00 552.81 0.00	70,854.86 762,916.78 13,874.34		
35	CHECKING - L.M.I.	763,469.59	0.00	552.81	762,916.78		
67	CHECKING - PC COMM. LIB TRUST	13.0/4.34	0.00	0.00	13,874.34		
.77	CHECKING - FORFEITURE	1,685.81	0.00	0.00	1,685.81		
00	CHECKING - FORFEITURE CHECKING - DEBT SERVICE CHECKING - CAPITAL PROJECT CHECKING - CAPITAL WATER PROJ	30,108.44-	0.00	0.00	30,108.44-		
01	CHECKING - CAPITAL PROJECT	577,027.75-	5,092.92	15,227.53	587,162.36-		
02	CHECKING - CAPITAL WATER PROJ	1,183,633.20	0.00	0.00	1,183,633.20		
03	CHECKING - CAP EQUIP/VEHICLE	0.00	0.00	0.00	0.00		
00	CHECKING - WATER UTILITY	1,203,364.36	94,283.97	95,291.30	1,202,357.03	9,219.83	
10	CHECKING - SEWER UTILITY	1,446,982.91	134,614.21	52,718.09	1,528,879.03	282.51	
70	CHECKING - CAPITAL PROJECT CHECKING - CAPITAL WATER PROJ CHECKING - CAP EQUIP/VEHICLE CHECKING - WATER UTILITY CHECKING - SEWER UTILITY CHECKING-SOLID WASTE/RECYCLING CHECKING	20,161.11	23,232.75	28,621.55	14,772.31		
40	CHECKING	0.00	0.00	0.00	0.00		
20	CHECKING - ESCROW BANK ACCOUNT	0.00	0.00	0.00	0.00		
	DEPOSITS WITHDRAWALS					349.18 298.94	
	Grinnell State Bank TOTALS	5,013,160.15	534,108.17	456,100.80	5,091,167.52	13,948.05	5,105,115.57
	LUANA SAV. BK MM BK#2						
SANK	LUANA SAV. BK MM BK#2						3,241,297.52
001	Luana Savings Bank - M.M. Acco	2 520 014 94	2 240 72	0.00	2 522 255 66		3,241,237132
.35	Luana Money Market Account	719 041 86	0.00	0.00	719,041.86		
	Edula Holley Har Ree Account						
	LUANA SAV. BK MM TOTALS	3,239,056.80		0.00	3,241,297.52	0.00	3,241,297.52
	EGARA SATT BRAIN TOTALS	3,233,030.00	2,210172	0100	3,211,231132	0100	3,211,231132
	GRINNELL STATE BK- C.D. BK#3						
SANK	GRINNELL STATE BK- C.D. BK#3						1,080,521.37
01	GRINNELL STATE BANK CD	1,080,521.37	0.00	0.00	1,080,521.37		1,000,321137
01	GRIMELE STATE DAME CD		0.00				
	GRINNELL STATE BK- C.D. TOTALS	1,080,521.37	0.00	0.00	1,080,521.37	0.00	1,080,521.37
	GRINNELL STATE BK-MM BK#4						
ANI	GRINNELL STATE BK-MM BK#4						452,833.62
BANK 101	SUPER MONEY MKT II	153 633 63	0.00	0.00	4ED 800 ED		734,033.04
υI	SUFER PUNET PIRT II	432,033.02	0.00	0.00	452,833.62		
	GRINNELL STATE BK-MM TOTALS	452,833.62	0.00	0.00	452,833.62	0.00	452,833.62

BANK CASH REPORT Page 2 2021

FUND	BANK N	NAME Name		FEBRUARY CASH BALANCE	MARCH RECEIPTS	MARCH DISBURSMENTS	MARCH CASH BALANCE	OUTSTANDING TRANSACTIONS	MAR BANK Balance
	LUANA	SAVINGS BANK CD	BK#6						
BANK 001		A SAVINGS BANK CD A BANK C.D1.85%		0.00	0.00	0.00	0.00		
	LUANA	A SAVINGS BANK CD	TOTALS	0.00	0.00	0.00	0.00	0.00	0.00
====	=====						=======================================		
	TOTAL	_ OF ALL BANKS		9,785,571.94	536,348.89	456,100.80	9,865,820.03	13,948.05	9,879,768.08

BKCASHRP 03.03.21 City of Polk City IA OPER: JG

BUDGET REPORT CALENDAR 3/2021, FISCAL 9/2021

Page 1

PCT OF FISCAL YTD 75.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL Budget	MTD Balance	YTD Balance	PERCENT Expended	UNEXPENDED
	GENERAL TOTAL	4,851,696.00	245,008.97	2,750,066.28	56.68	2,101,629.72
	ROAD USE TOTAL	444,573.00	17,108.10	343,109.14	77.18	101,463.86
	TIF TOTAL	335,461.00	.00	153,217.23	45.67	182,243.77
	L.M.I TOTAL	36,000.00	552.81	241,017.17	669.49	205,017.17-
	ASSET FORFEITURE TOTAL	.00	.00	4,276.44	.00	4,276.44-
	DEBT SERVICE TOTAL	342,120.00	.00	70,868.32	20.71	271,251.68
	CAPITAL IMPROVEMENTS TOTAL	2,639,117.35	15,227.53	2,522,452.92	95.58	116,664.43
	CAPITAL WATER PROJECT TOTAL	500,000.00	.00	1,054,827.20	210.97	554,827.20-
	WATER TOTAL	1,138,867.00	86,299.23	824,340.20	72.38	314,526.80
	SEWER TOTAL	1,473,685.00	52,455.91	572,336.59	38.84	901,348.41
	SOLID WASTE/RECYCLING TOTAL	176,630.00	28,585.44	186,430.13	105.55	9,800.13-
	TOTAL EXPENSES BY FUND	======================================	445,237.99	8,722,941.62	73.07	3,215,207.73

Page 1

REVENUE REPORT CALENDAR 3/2021, FISCAL 9/2021

PCT OF FISCAL YTD 75.0%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET	MTD Balance	YTD Balance	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	4,050,997.00	210,681.44	2,567,660.86	63.38	1,483,336.14
	ROAD USE TOTAL	445,000.00	14,795.22	340,428.25	76.50	104,571.75
	TIF TOTAL	335,461.00	8,028.16	207,520.00	61.86	127,941.00
	L.M.I TOTAL	.00	.00	37,256.83	.00	37,256.83-
	ASSET FORFEITURE TOTAL	.00	.00	1,636.00	.00	1,636.00-
	DEBT SERVICE TOTAL	339,525.00	13,535.54	296,103.08	87.21	43,421.92
	CAPITAL IMPROVEMENTS TOTAL	2,639,117.35	36,205.44	2,112,649.74	80.05	526,467.61
	WATER TOTAL	1,174,000.00	85,289.26	1,151,962.24	98.12	22,037.76
	SEWER TOTAL	1,475,360.00	134,349.55	1,264,837.76	85.73	210,522.24
	SOLID WASTE/RECYCLING TOTAL	176,630.00	23,196.64	201,202.44	113.91	24,572.44-
	TOTAL REVENUE BY FUND	======================================	526,081.25	8,181,257.20	76.92	2,454,833.15

Page 1

BUDGET REPORT CALENDAR 3/2021, FISCAL 9/2021

PCT OF FISCAL YTD 75.0%

CIVIL DEFENSE TOTAL 6,500.00 104.44 2,897.82 FIRE TOTAL 745,658.00 47,236.34 560,502.90 BUILDING/HOUSING TOTAL 349,361.00 24,703.54 377,448.18 1 DOG CONTROL TOTAL 2,000.00 .00 783.82 PUBLIC SAFETY TOTAL 2,091,840.00 137,600.00 1,689,091.56 ROAD USE TOTAL 564,772.00 26,304.62 394,571.22		3,602.18 185,155.10 28,087.18- 1,216.18
FIRE TOTAL 745,658.00 47,236.34 560,502.90 BUILDING/HOUSING TOTAL 349,361.00 24,703.54 377,448.18 1 DOG CONTROL TOTAL 2,000.00 .00 783.82 PUBLIC SAFETY TOTAL 2,091,840.00 137,600.00 1,689,091.56 ROAD USE TOTAL 564,772.00 26,304.62 394,571.22	75.17 108.04 39.19 80.75 69.86 53.35	185,155.10 28,087.18- 1,216.18
BUILDING/HOUSING TOTAL 349,361.00 24,703.54 377,448.18 1 DOG CONTROL TOTAL 2,000.00 .00 783.82 PUBLIC SAFETY TOTAL 2,091,840.00 137,600.00 1,689,091.56 ROAD USE TOTAL 564,772.00 26,304.62 394,571.22	108.04 39.19 80.75 69.86 53.35	28,087.18- 1,216.18
DOG CONTROL TOTAL 2,000.00 .00 783.82 PUBLIC SAFETY TOTAL 2,091,840.00 137,600.00 1,689,091.56 ROAD USE TOTAL 564,772.00 26,304.62 394,571.22	39.19 80.75 69.86 53.35	1,216.18
PUBLIC SAFETY TOTAL 2,091,840.00 137,600.00 1,689,091.56 ROAD USE TOTAL 564,772.00 26,304.62 394,571.22	80.75 69.86 53.35	402,748.44 170,200.78 27,991.25
PUBLIC SAFETY TOTAL 2,091,840.00 137,600.00 1,689,091.56 ROAD USE TOTAL 564,772.00 26,304.62 394,571.22	80.75 69.86 53.35	402,748.44 170,200.78 27,991.25
	53.35	27,991.25
STREET LIGHTING TOTAL 60,000.00 554.62 32.008.75		
,		
ENV.HEALTH SERVICES TOTAL 15,000.00 .00 .00	.00	15,000.00
HEALTH & SOCIAL SERVICES TOTA 15,000.00 .00 .00	.00	15,000.00
LIBRARY TOTAL 363,480.00 28,716.13 257,849.21	70.94	105,630.79
·	51.05	•
	60.74	5,889.52
CULTURE & RECREATION TOTAL 810,998.00 41,377.00 487,760.61	60.14	323,237.39
TIF/ECON DEV TOTAL 371,461.00 552.81 366,682.58	98.71	4,778.42
COMMUNITY & ECONOMIC DEV TOTA 371,461.00 552.81 366,682.58	98.71	4,778.42
MAYOR COUNCIL TOTAL 99,848.00 6,795.65 87,819.82	87.95	12,028.18
	77.06	65,471.60
	52.17	29,173.40
CITY HALL TOTAL 919,650.00 1,849.99 68,364.90	7.43	851,285.10
, , , , , , , , , , , , , , , , , , ,	45.84	101,681.00
GENERAL GOVERNMENT TOTAL 1,553,659.00 56,280.83 494,019.72	31.80	1,059,639.28
DEBT SERVICE TOTAL 342,120.00 .00 70,868.32	20.71	271,251.68
DEBT SERVICE TOTAL 342,120.00 .00 70,868.32	20.71	271,251.68
	95.58 210.97	116,664.43 554,827.20-
CAPITAL PROJECTS TOTAL 3,139,117.35 15,227.53 3,577,280.12 1	113.96	438,162.77-

CITY OF POLK CITY

Page 2

BUDGET REPORT CALENDAR 3/2021, FISCAL 9/2021 PCT OF FISCAL YTD 75.0%

CCOUNT NUMBER	ACCOUNT TITLE	TOTAL Budget	MTD Balance	YTD Balance	PERCENT Expended	UNEXPENDED
	WATER UTILITY TOTAL	1,138,867.00	86,299.23	824,340.20	72.38	314,526.80
	SEWER UTILITY TOTAL	913,892.00	52,455.91	572,336.59	62.63	341,555.41
	RECYCLING TOTAL	176,630.00	28,585.44	186,430.13	105.55	9,800.13-
	ENTERPRISE FUNDS TOTAL	2,229,389.00	167,340.58	1,583,106.92	71.01	646,282.08
	TRANSFER TOTAL	759,793.00	.00	27,551.82	3.63	732,241.18
	TRANSFER OUT TOTAL	759,793.00	.00	27,551.82	3.63	732,241.18
		=========	=========	=========	======	=========
	TOTAL EXPENSES	11,938,149.35	445,237.99	8,722,941.62	73.07	3,215,207.73
		==========			=======	=========

BALANCE SHEET CALENDAR 3/2021, FISCAL 9/2021

ACCOUNT NUMBER	ACCOUNT TITLE	MTD	YTD
ACCOUNT NUMBER	ACCOUNT TITLE	BALANCE	BALANCE
001-000-1110	CHECKING - GENERAL	15,506.18	800,337.09
001-000-1725	ACCUM.DEPR LIBRARY BLDG	.00	.00
001-000-1725	ACCUM.DEPR PWD EQUIPMENT	.00	.00
001-000-1745	ACCUM.DEPR POLICE	.00	.00
001-000-1756	ACCUM.DEPR FIRE DEPT.	.00	.00
001-000-1750	ACCUM.DEPR SIDEWALKS	.00	.00
001-000-1806	ACCUM.DEPR SIDEWALRS ACCUM.DEPR PARKER BLVD	.00	.00
110-000-1110	CHECKING - ROAD USE	2,311.38-	129,127.87
111-000-1110	CHECKING - I-JOBS	.00	.00
121-000-1110	CHECKING - LOCAL OPTION	.00	.00
125-000-1110	CHECKING - LOCAL OFFICE CHECKING - TIF	.00	70,854.86
135-000-1110			
	CHECKING - L.M.I.	552.81-	762,916.78
167-000-1110 177-000-1110	CHECKING - PC COMM. LIB TRUST	.00	13,874.34
	CHECKING - FORFEITURE	.00	1,685.81
200-000-1110	CHECKING - DEBT SERVICE	.00	30,108.44-
301-000-1110	CHECKING - CAPITAL PROJECT	10,134.61-	587,162.36-
302-000-1110	CHECKING - CAPITAL WATER PROJ	.00	1,183,633.20
303-000-1110	CHECKING - CAP EQUIP/VEHICLE	.00	.00
600-000-1110	CHECKING - WATER UTILITY	1,007.33-	1,202,357.03
600-000-1805	ACCUM. DEPR WATER	.00	.00
610-000-1110	CHECKING - SEWER UTILITY	81,896.12	1,528,879.03
610-000-1805	ACCUM. DEPR SEWER	.00	.00
670-000-1110	CHECKING-SOLID WASTE/RECYCLING	5,388.80-	14,772.31
740-000-1110	CHECKING	.00	.00
920-000-1110	CHECKING - ESCROW BANK ACCOUNT	.00	.00
	CHECKING TOTAL	78,007.37	5,091,167.52
600 000 1111	WAT STRUTRIC/CVC	00	00
600-000-1111 610-000-1111	WAT.SINKING/CKG	.00	.00
010_000_1111	SEWER SINKING FUND	.00	.00
	WATER SINKING TOTAL	.00	.00
600-000-1112	WATER TRUST CHECKING	.00	.00
610-000-1112	SEW.IMPR.CHECKING	.00	.00
010-000-1117	SEM.TILLY.CUECKTIAN	.00	.00
	CHECKING TOTAL	.00	.00
600 000 1112	WAT TMDD/CUFC//TMC	00	00
600-000-1113	WAT.IMPR/CHECKING	.00	.00
610-000-1113	79 SANITARY SEWER DISTRICT	.00	.00
	CHECKING TOTAL	.00	.00
600-000-1115	Water Holding Account	.00	.00
	TOTAL	00	
	TOTAL	.00	.00

BALANCE SHEET CALENDAR 3/2021, FISCAL 9/2021

ACCOUNT NUMBER	ACCOUNT TITLE	MTD Balance	YTD Balance
001-000-1120	LIBR.PETTY CASH	.00	35.00
600-000-1120	WATER PETTY CASH	.00	.00
	PETTY CASH TOTAL	.00	35.00
001-000-1121	GENERAL PETTY CASH	.00	100.00
	PETTY CASH TOTAL	.00	100.00
001-000-1122	PETTY CASH-POLICE	.00	300.00
	PETTY CASH-POLICE TOTAL	.00	300.00
001-000-1150	GENERAL RESERVE IPAIT A/C	.00	1.00
125-000-1150	TIF RESERVE IPAIT A/C	.00	.00
135-000-1150	LMI - IPAIT Account	.00	1.00
200-000-1150	DEBT/TIF/CHECKING	.00	.00
301-000-1150	TIF SPECIAL REVENUES	.00	.00
600-000-1150	WATER FUND IPAIT A/C	.00	1.00
610-000-1150	SEWER FUND IPAIT A/C	.00	1.00
	CHECKING TOTAL	.00	4.00
001-000-1151	GENERAL INVESTMENT	.00	.00
600-000-1151	WATER RESERVE INVESTMENT	.00	.00
610-000-1151	Sewer Fund CD	.00	.00
	SAVINGS TOTAL	.00	.00
600-000-1152	WATER TRUST INVESTMT.	.00	.00
	WATER TRUST INVESTMENT TOTAL	.00	.00
001-000-1160	SUPER MONEY MKT II	.00	452,833.62
110-000-1160	SAVINGS	.00	.00
125-000-1160	SAVINGS	.00	.00
	SUPER MONEY MKT II TOTAL	.00	452,833.62
001-000-1161	GRINNELL STATE BANK CD	.00	1,080,521.37
610-000-1161	Polk County Bank CD 	.00	.00.
	GRINNELL STATE BANK CD TOTAL	.00	1,080,521.37

BALANCE SHEET CALENDAR 3/2021, FISCAL 9/2021

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD Balance	
001-000-1162	LUANA BANK C.D1.85%	.00	.00	
	TOTAL	.00	.00	
001-000-1163	Luana Savings Bank - M.M. Acco		2,522,255.66	
135-000-1163	Luana Money Market Account	.00	719,041.86	
600-000-1163	Luana Momey Market Account	.00	.00	
610-000-1163	Luana Money Market Account	.00	.00	
	LUANA MONEY MARKET TOTAL	2,240.72	3,241,297.52	
600-000-1220	ACCOUNTS RECEIVABLE	.00	.00	
610-000-1220	ACCOUNTS RECEIVABLE	.00	.00	
	TOTAL	.00	.00	
		========	========	
	TOTAL CASH	80,248.09	9,866,259.03	
		============	=========	



Polk City Police Department

309 W Van Dorn St. P.O.Box 381 Polk City, Iowa 50226

Phone: 515-984-6565 Fax 515-984-6819 email: police@polkcityia.gov

Service Integrity Respect Quality

To: Honorable Mayor and Council Members

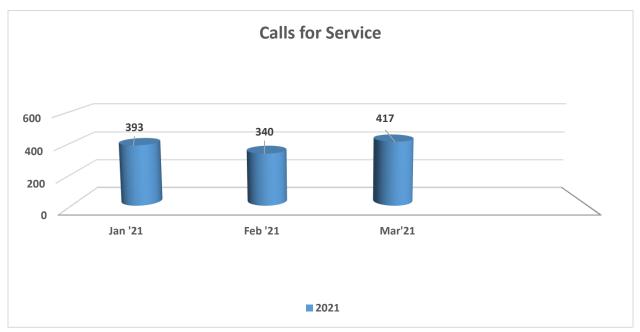
From: Lieutenant Aswegan

Date: April 14th, 2021

Re: March 2021 Monthly Report

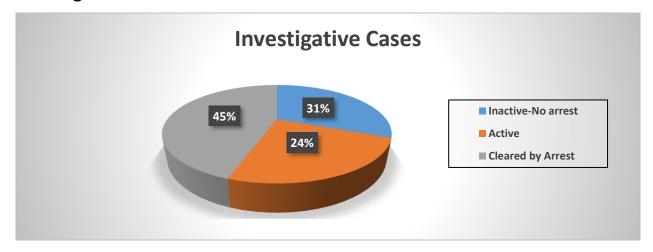
Calls for Service

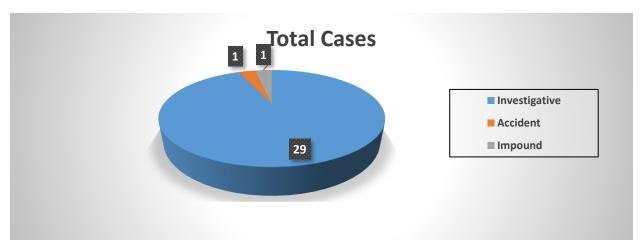
The total calls for service for the month of March were **417**. This includes response to citizen complaints/reports, assists, self-initiated activities such as traffic stops, building checks, suspicious persons, and case follow up. Among these calls for service Polk City Officers conducted **160** traffic stops.



Cases Made

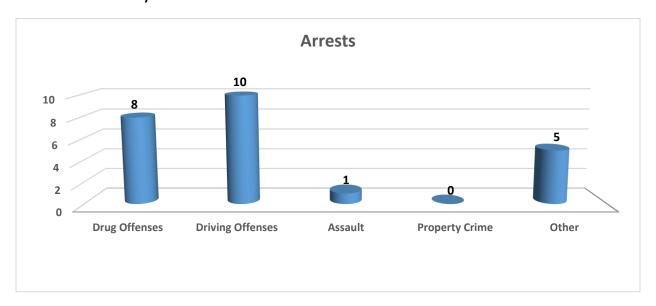
The Police Department had **31** total cases during the month of March. **29** of the cases were investigative incident reports, **1** was a traffic collision and **1** was for vehicle impound. There is **1** active investigation from this month. There was a **45%** rate of cases cleared by arrest, for investigative cases in March.





Arrests Made

The Police Department made **24** arrests and issued **45** citations and **133** warnings. The arrests consisted of **10** driving offenses (including 5 impaired driving arrest and **5** arrests for driving with a suspended or revoked license), **1** wanted person, **8** drug offenses, **1** Domestic Abuse Assault arrest, **3** Child Endangerment arrests, and **1** charge filed for violation of City Animal Ordinances.



Notable Incidents

On March 13th at approximately 10:19 pm, a Polk City Police Officer stopped a vehicle for traveling at an excessive speed. The driver was identified as a 51-year-old Polk City resident. There were two teenage passengers in the vehicle. An investigation revealed that the driver was under the influence of alcohol. A breath test revealed his alcohol concentration to be .178, which is over twice the maximum amount allowed by law. The driver was arrested and charged with Operating While Intoxicated-1st Offense and 2 counts of Child Endangerment. He was booked into the Polk County Jail.

On March 16th at approximately 10:45 pm a motorist waved down a Polk City Police Officer to ask for directions to Drake University. While the officer was assisting the motorist, the officer realized the motorist was displaying signs and symptoms commonly associated with drug impairment. The motorist, a 25-year-old Des Moines resident, was found to have an outstanding warrant for his arrest out of Windsor Heights for Theft-5th Degree. The suspect was additionally found to be in possession of 3 grams of marijuana and an unknown controlled substance. The unknown substance will be taken to the DCI lab for testing and future additional charges may follow. The suspect was charged with Possession of Marijuana and Operating While Intoxicated-1st Offense.

On March 20 at approximately 11:15 pm, a Polk City Police Officer stopped a vehicle driven by 38-year-old Waterloo resident. The suspect displayed signs of deception and nervousness. The suspect was found to have a glass methamphetamine pipe on his person. K9 Eudoris was deployed on the vehicle and alerted to the odor of narcotics. A search of the vehicle resulted in the recovery of methamphetamine and THC wax. The suspect was charged with 2 counts of Possession of Controlled Substance-3rd or Subsequent Offense and one count of Possession of Drug Paraphernalia. He was booked into the Polk County Jail.

Officer Training

Officer Wilson attended Taser Instructor Re-certification course on March 17th. Officer Wilson is our department Taser Instructor, which allows us to schedule appropriate training with this tool to meet our department's needs.

In-Service Training

March in-service training was focused on scenario-based training. Officers were put through real-life scenarios where role players were acting as a suspect, witness, or victim. Utilizing their training, officers were tasked to handle the situation as they would on patrol. After the scenario was over, officers and their leadership discussed what they did well and what we can improve on. Scenario-based training is essential to challenging the minds and skills of officers, so they are ready to handle similar situations on the street.

Training Hours:	37
Lamfers	3
Untrauer	3
Aicher	19
Siepker	3
Wilson	3
Aswegan	3
Delaney	3

Canine Program

On March 29th and 30th, Officer Aicher and Eudoris participated in the United States Police Canine Association (USPCA) trials. They competed against over 50 other teams from the region. The team was awarded 2nd Place for their outstanding performance.



Officer Aicher and Eudoris were deployed 5 times in March. All deployments were for narcotics detection.

On March 17th, Eudoris was deployed on a traffic stop in Polk City. He alerted to the odor of narcotics in the vehicle leading to a vehicle search by officers. Three grams of marijuana and an unknown controlled substance were recovered. The unknown substance is pending DCI lab results to identify the substance type.

On March 19th, Eudoris was deployed on a traffic stop in Polk City. He alerted the presence of the odor of narcotics, leading to a search of the vehicle by officers. The search resulted in the recovery of methamphetamine and THC wax.

Speed Sign Installation

In March, Public Works and the Police Department worked together to purchase, install, and begin operation of 2 speed signs. One speed sign is in the 1000 block of N. Broadway and the other is in the 300 block of E. Southside Drive. These areas were designated after hearing complaints from citizens and making our own observations.



The signs are intended to catch a speeder's attention and cause them to drop their speed to the posted limit. In addition, the signs collect traffic data in these areas to help us better determine their effectiveness. While they are somewhat mobile, we anticipate the signs will stay where they are for the foreseeable future.

Community Outreach

On March 31st Officer Kent

Gries put on a small outreach event on E. Southside Drive. Officer Gries taught about a dozen local children about the roll of the Police Department in the community. The children got a chance to look through one of our newest patrol vehicles and get an understanding of the workings of all the equipment in the car. Officer Gries was hired in December and has proven to be an outstanding addition to











City of Polk City, Iowa

City Council Agenda Communication

Date: April 26, 2021

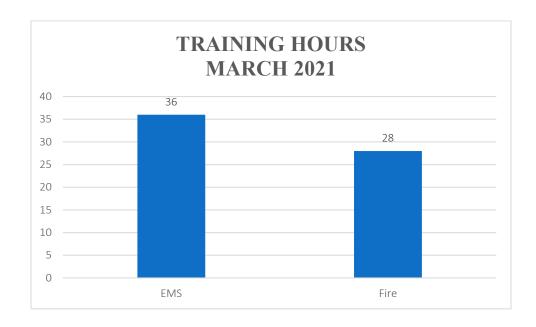
To: Mayor & City Council

From: Jim Mitchell – Fire Chief

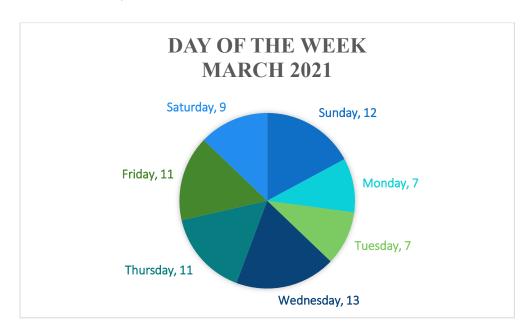
Subject: March 2021 Monthly Report

BACKGROUND: March 2021 was a busier month than the past couple of months. We have not identified a reason for this fact, other than we had some days with warmer temperatures and a few grass fires.

The training topics presented was two nights of CPR certification and a night of Hose Operations. Our training in March was all in person. We plan to conduct in person training with all skills classes and classroom will be conducted via virtual in the future.



The busiest call volume day, in March, was Wednesday at 13 calls per day and Monday and Tuesday with the least at 7 each day:

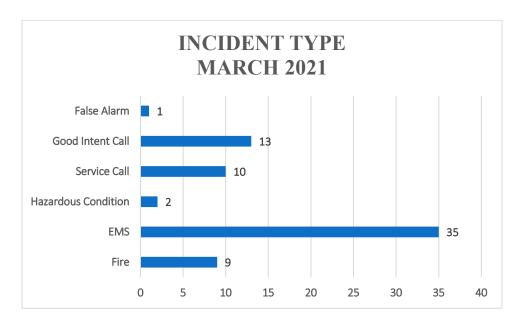


Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	TOTAL
12	7	7	13	11	11	9	70

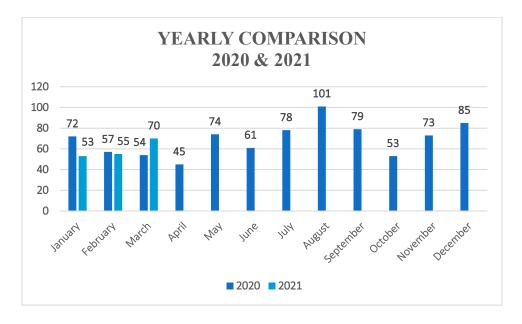
Most of our calls continue to be during the day shift, between 06:00 hours (6:00 AM) and 18:00 hours (6:00 PM):



The "Incident Type" of calls was predominately EMS related with a total of 70 calls for service for March:



As you can see, this month provided more calls for service than the previous year. We had more calls for service in March than in February. We are currently experiencing 5 fewer calls for service than 2020 year-to-date.



March 2021 provided a few warmer days and conditions were extremely dry for most of the month, which led to a few grass fires. It also appeared that the number of EMS related calls for service was more than usual.

We continue to interview potential candidates for paid-on-call and part-time positions. Our recruitment efforts continue.

RESOLUTION NO. 2021-28

RESOLUTION SETTING A PUBLIC HEARING ON THE VACATION OF DRAINAGE EASEMENT AT LOTS 11 & 12, ARROW RIDGE POINT PLAT NO. 2.

WHEREAS, a proposal has been made for the City to vacate a drainage easement on the following described real property:

AN EXISTING 30.00 FEET WIDE DRAINAGE EASEMENT ACROSS A PART OF LOTS 11 & 12, ARROW RIDGE POINT PLAT NO. 2, AN OFFICIAL PLAT, POLK CITY, POLK COUNTY, IOWA. SAID 30.00 FEET WIDE EASEMENT BEING PARALLEL WITH AND 30.00 FEET SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHWESTERLY CORNER OF LOT 12, ARROW RIDGE POINT PLAT NO. 2, AN OFFICIAL PLAT, POLK CITY, POLK COUNTY, IOWA; THENCE S47°44'11"W, 142.00 FEET ALONG THE NORTHWESTERLY LINE OF SAID LOT 12, TO THE POINT OF BEGINNING; THENCE S60°55'50"E, 262.77 FEET, TO THE SOUTHEAST CORNER OF SAID LOT 11, WHERE SAID LINE TERMINATES; and

WHEREAS, the City Engineer has reviewed and approved said vacation; and

WHEREAS, the Code of Iowa provides that the drainage easement may be vacated only after notice and hearing as provided by law.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Polk City, Iowa, that a public hearing before this Council on the proposal set forth in the preamble to this Resolution is set for 6:00 p.m., on the 10 day of May 2021. The City Clerk is directed to publish the Notice of said hearing at the time and in the manner required by law.

DATED at Polk City, Iowa, this 26 day of April 2021.

Abstain

ATTEST:	Jason Morse, Mayor
Jenny Gibbons, City Clerk	
Roll call vote: YES NO	



City of Polk City, Iowa

City Council Agenda Communication

Date: April 26, 2021 City Council Meeting
 To: Mayor Jason Morse & City Council
 From: Jason Thraen, Parks & Recreation Director

Subject: Resolution to Approve Polk County Use of Community Center

BACKGROUND: Polk County has used the community center as a senior congregate meal site since 1992. Polk County is proposing a second addendum to its' original lease agreement, extending community center use until June 30, 2022. As in years past, the Polk City congregate meal site would be open Tuesdays & Thursdays, 9:30am to 1:30pm.

ALTERNATIVES: Do not approve the proposed community center use by Polk County.

FINANCIAL CONSIDERATIONS: Community center rental revenue IAO \$500.00.

RECOMMENDATION: It is my recommendation that city council approve the proposed community center use by Polk County. Approved use would be July 1, 2021 to June 30, 2022.

RESOLUTION NO. 2021-29

A RESOLUTION APPROVING THE RENEWAL OF AN AGREEMENT BETWEEN THE CITY OF POLK CITY AND POLK COUNTY FOR THE USE OF THE COMMUNITY ROOM FOR THE POLK CITY SENIOR CONGREGATE MEAL PROGRAM

WHEREAS, the City of Polk City, Iowa has had an agreement with Polk County since 1992 for use of the Community Room; and WHEREAS, said agreement provides use for space in the Community Room for operation of the County's Senior Nutrition Program; and WHEREAS, the current agreement terminates on June 30, 2021; and WHEREAS, the City Council believes it to be in the best interest of the City to renew said agreement for 1 year setting out the understanding between the City of Polk City, Iowa and Polk County; and **WHEREAS**, the new agreement is in the form attached as Exhibit "A". NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa hereby approves the agreement for use of the Community Room in the form attached hereto as Exhibit "A". **PASSED AND APPROVED** the 26th day of April 2021. Jason Morse, Mayor ATTEST: Jenny Gibbons, City Clerk

SECOND ADDENDUM TO LEASE AGREEMENT

BY and BETWEEN POLK CITY, IOWA and THE COUNTY OF POLK, IOWA

COMMUNITY SAFETY BUILDING COMMUNITY ROOM

This	Lease	Agreeme	nt ("AGI	REEMEN	Γ") is	entered	into	this		day	of
			2021, by	and betwe	en CIT	Y OF PC	DLK, IC	AWC	("CITY"	or "P	ARTY")
and (COUNT	Y OF POL	K, IOWA,	a governi	mental	subdivis	ion or	ganiz	ed unde	r the	laws of
the S	state of I	owa ("COI	JNTY" or	"PARTY") (colle	ctively "F	PARTI	ĒS").			

WHEREAS, the CITY and COUNTY originally entered into this Lease Agreement on July 8, 2019; and

WHEREAS, the original TERM of the Lease was for one (1) year, expiring on June 30, 2020; and

WHEREAS, a First Addendum to the Lease Agreement extended the original Lease Agreement for one (1) year, expiring on June 30, 2021.

NOW, THEREFORE, in consideration of all the promises, mutual agreements good and valuable consideration documented in the original Lease Agreement, the CITY and COUNTY agree as follows:

1. TERM

This Second Addendum shall extend the TERM of the original Lease Agreement for a renewal period of one (1) year. This Second Addendum shall extend the TERM of the original Lease Agreement and shall commence on July 1, 2021, continue if effect and shall expire on June 30, 2022.

IN WITNESS WHEREOF, the PARTIES to this AGREEMENT have hereunto set their hands on this day and year as first above written.

	COUNTY OF POLK, IOWA
	Chairperson, Polk County Board of Supervisors
STATE OF IOWA) ss:	
COUNTY OF POLK)	
a Notary Public in and for the State personally known, as the Chairman instrument was signed on beha Supervisors, as contained in the R that	, 2021, before me, the undersigned, of lowa, personally appeared, to me of the Polk County Board of Supervisors and that the lf of the corporation, by authority of its Board of Sesolution adopted by the Board of Supervisors; andacknowledged the execution of the instrument of Polk County, lowa, by it and by them voluntarily
Notary Public in the State of Iowa	

	CITY OF POLK, IOWA
	Mayor, City of Polk City
STATE OF IOWA)) ss:	
COUNTY OF POLK)	
	2021, before me, the undersigned, a
	of lowa, personally appeared and ally known, who being by me duly sworn, did say that
they are the and the	, respectively of the City of Polk; and that
acknowledged the e deed of the corporation by it volun	execution of the instrument to be the voluntary act and tarily executed.
Notary Public in the State of Iowa	

WATER CONNECTION AGREEMENT

RE: LEGAL DESCRIPTION -EX BEG 1800F N SW COR SW 1/4 E 75F S 100F W 75F N 100F TO POB- N 1/2 SW 1/4 LESS RD SEC 8-80-24

THIS Agreement is entered into this 26 day of April 2021 by and between the City of Polk City, Iowa ("City") and Bonnie Hutchins owner of the above-described property ("Owner"). Property address known as: 10465 NW 44th Street, Polk City, Iowa, 50226-1099

WHEREAS, the Owner, as owner of the above-described property ("Property") has requested that the City provide water service to the Property; and

WHEREAS, in consideration of the City providing water service to the Property, the

Owner has agreed to certain conditions requested by the City; and

WHEREAS, among these conditions, the Owner agrees that at such time as the City of Ankeny has a water main in the area that can provide service to this property, it is expected that the property owner at that time would ear any costs to switch over to the water main supplied by the City of Ankeny.

NOW, THEREFORE, the parties agree as follows:

- The water supplied by this agreement is governed under Chapters 90, 91 and 92
 of the Polk City Code of Ordinances with said current water rate at 1.5 times the
 water rate inside the City Limits. Further the City Code governs rates, payments,
 and responsibilities and by this reference is made part of this agreement.
- This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supercedes all negotiations, preliminary agreements and all prior and contemporaneous discussions and understandings of the parties in connection with the subject matter.
- 3. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and in making proof hereof, it shall not be necessary to produce or count for more than one such counterpart.
- 4. This Agreement shall be binding upon and shall inure to the parties and their successors and assigns.

EXECUTED the day and year first above wr	itten.
	a zad Janus As / manasa wa
	Pu la lastana
	By: Now Property Owner
	1 toperty Owner
STATE OF IOWA, POLK COUNTY, ss:	
On this 14th day of April	, 2021, before me the
undersigned, a Notary Public in and for said State, pers	sonally appeared Pan Querson
and , to me known to be	the persons named in and who executed the
foregoing instrument to which this is attached; and ack	nowledged that they executed the instrument
as their voluntary act and deed.	
	comes at that the City provide virtue of
_ (arv/)	n and for said State
Notary Public in	n and for said State
CAROL THORNBURG Commission Number 822356	
My Commission Expires November 21, 2022	
10.011001 21, 2022	
To the second of the property of the second	Jason Morse, Mayor
ATTEST:	
Jenny Gibbons, City Clerk	
•	
STATE OF IOWA, POLK COUNTY, ss:	
On this section of the section of th	ter in and hard do bed the
	, before me the
undersigned, a Notary Public in and for the State of Iov Jenny Gibbons, to me personally known, who, being by	
Mayor and City Clerk, respectively, of the City of Poll	
foregoing instrument to which this is attached is the co	
was signed and sealed on behalf of the City by authorit	
and Jenny Gibbons, as such officers, acknowledged the	
voluntary act and deed of the City, by it and by them ve	
famoras mas a surismuos - diagraya, a koh	A This interests of f
of the state of the control of the state of	z Lauren, ia, irturente I laure
Notary Public in	and for the State of Iowa

From: <u>Don Clark</u>

To: <u>Mike Schulte</u>; <u>"Daniel Petersen"</u>

Cc: <u>Jenny Gibbons</u>

Subject: Water Service at 10465 NW 44th Street

Date: Tuesday, April 6, 2021 4:56:57 PM

Mike and Dan.

I am sending this email regarding a question of providing water service to the above address (10465 NW 44th Street), from a Polk City main. Currently the City of Ankeny does not have any water main in the area that can be connected to enable service to referenced property. At a future date that the City of Ankeny has water main in the area that can provide service to this property, it is expected that the property owner at that time would bear any costs to switch over to the water main supplied by the City of Ankeny. As long as everyone is in agreement with the notes above, the City of Ankeny would approve said connection to provide water service from Polk City.

Please let me know if there are any questions or concerns and thank you for reaching out to question serviceability for this property.

Don Clark, PE | Director of Municipal Utilities Municipal Utilities 1210 NW Prairie Ridge DR Ankeny, IA 50023-1564 **ph/fx/txt:** 515-963-3529





City of Polk City, Iowa

City Council Agenda Communication

Date: April 26, 2021 City Council Meeting
 To: Mayor Jason Morse & City Council
 From: Chelsea Huisman, City Manager

Subject: Complete Streets Policy

BACKGROUND: For consideration at Monday's meeting is a proposed Complete Streets Policy, which was reviewed and recommended for City Council approval from the Planning & Zoning Commission on April 19, 2021. The Policy outlines the criteria for designing and building complete streets in Polk City. The policy outlines what design techniques could be incorporated for streets, while incorporating travel for those walking or bicycling. The Policy also suggests incorporating a number of elements into street design, such as sidewalk, shared use paths, bike lanes, fewer travel lanes narrower lane widths, improved street crossings, bump outs, pedestrian signals, wayfinding signage, street furniture, street trees, and transit shelters, access & facilities.

The Planning and Zoning Commission was tasked with completion of a Complete Streets Policy at the City Council & P&Z Work session in February. The Commission has reviewed the policy and does recommend approval to the City Council.

ALTERNATIVES: Do not approve the policy

FINANCIAL CONSIDERATIONS: None, this is only a policy.

RECOMMENDATION: It is my recommendation that the Council approve the Complete Streets Policy.

RESOLUTION NO. 2021-30

A RESOLUTION ADOPTING POLICY PA-44 COMPLETE STREETS

WHEREAS , the City of Polk City recognizes the need for adopting a policy that provides guidance for accommodating an interconnected, multi-modal transportation network for all users of public travel spaces; and
WHEREAS , the policy goal will be to develop connectivity between each transportation mode within the public right-of-way; and
WHEREAS , the expectation of the policy is to incorporate the principles of complete streets in design and construction for the purpose of overall improved quality of life.
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Polk City, Iowa to adopt Policy PA-44 effective upon passage of this resolution.
PASSED AND APPROVED, this the 26th day of April 2021.
Jason Morse, Mayor
ATTEST:
Jenny Gibbons, City Clerk

P&A-44 CITY OF POLK CITY

COMPLETE STREETS POLICY

<u>Purpose and Goals:</u> The Complete Streets Policy is intended to give guidance and direction to residents, developers, designers, and managers of public streets right-of-way for accommodating an interconnected, multi-modal transportation network for all users and uses of the public travel spaces with the goal of developing connectivity between each transportation mode within the public right-of-way. The expectation is to incorporate the principles of complete streets as a matter of course in design and construction for the purpose of overall improved health, safety, economy, and equity throughout the City of Polk City.

Policy:

Definitions

- A. COMPLETE STREET: a street that is designed, built and operates to routinely accommodate safe travel by all modes and all people. A complete street serves everyone who travels, be it by driving, walking, bicycling, riding transit or other means while connecting to a larger transportation network. People of all ages and abilities are able to safely move along and across streets, regardless of how they are traveling. Complete streets are essential for access by people who cannot drive. Streets without safe access for non-motorized transportation represent a barrier for people who use wheelchairs, and for older adults and children. A complete street may look quite different on different sides of the same city, but are designed to balance safety, access and mobility for everyone using the street.
- B. CONTEXT SENSITIVE DESIGN SOLUTION: a design which balances safety, mobility, and transportation needs, while preserving scenic, aesthetic, historical, environmental, neighborhood and community values and characteristics.
- C. STREET: The street is considered to be the subgrade, base, pavement, grading, storm sewer, and subdrains. (All elements required to build, operate, and maintain the street.)
- D. NEWLY CONSTRUCTED STREET: a street constructed where one has not previously existed.
- E. RECONSTRUCTED STREET: a street constructed where one has previously existed. Any existing street which has rehabilitation done to it, which is estimated at 50% or higher of the cost of NEWLY CONSTRUCTED STREET (excluding utilities except storm sewer and subdrains), shall also be considered a RECONSTRUCTED STREET for the purposes of this policy.
- F. PUBLIC STREET: a roadway owned and maintained by the City of Polk City, providing frontage for (a) parcel(s) of property as set forth in the City Zoning regulations.



- G. PUBLIC RIGHT-OF-WAY: City-owned property designated as right-of-way, which contains items such as roadway, utilities, sidewalks, etc.
- H. PRIVATE STREET: a privately owned and maintained roadway established by final platting or otherwise established as approved by the City of Polk City, providing frontage for (a) parcel(s) of property as set forth in the City Zoning regulations.
- I. PUBLIC FRONTAGE ROAD: a roadway located with portions of PUBLIC STREET right-of-way, frontage road reservation easement or adjoining other streets, which have access control.
- J. STREET MAINTENANCE: rehabilitation of a street, which generally restores the functionality of the existing street components (either primarily as a street project or in conjunction with underground public utility construction), without significantly altering or adding to those components, and which is estimated at less than 50% of the cost of a NEWLY CONSTRUCTED STREET with those same components. Utility construction (except storm sewer and subdrains) is excluded from this cost calculation.
- K. PARKWAY: the non-driveway area of public right-of-way between the back of curb or edge of roadway and right-of-way line.

Statement

Each City Department that performs physical improvements in the right-of-way (streets, sidewalks, landscaping, public utilities, etc.) and private developers that build infrastructure (streets, public utilities, etc.) for dedication to the City, shall perform such work in compliance with this policy. Streets within the City of Polk City shall be designed, maintained and operated as Complete Streets per this policy to enable safe, comfortable and convenient access for all users regardless of age or ability, including but not limited to motorists (automobiles, trucks, buses, and emergency vehicles), pedestrians, bicyclists, those with disabilities, and public/private utilities. A Complete Street shall serve as part of a comprehensive, integrated and connected multi-modal street network within the City of Polk City.

Applicability and Exceptions

Complete street design features shall be considered for all newly constructed streets, street reconstruction and street maintenance projects undertaken within the City unless one or more of the following conditions are met:

- A. Bicyclists and pedestrians are prohibited by law from using the roadway. In this instance, a greater effort may be necessary to accommodate all users elsewhere within the right-of-way or within the same transportation corridor.
- B. The cost of establishing complete street accommodations would be excessively disproportionate to the need or significantly use or exceed budget costs.
- C. Where sparsity of population or other factors indicate an absence of future need. (i.e. culde-sacs with four or fewer dwellings, topographic or natural resource restraints, annual average daily traffic (AADT) less than 500 vehicles per day.



D. Other exceptions to this policy will be per policy adopted by City Council, or in the absence thereof, considered on a case-by-case basis by the City Council of the City of Polk City.

Implementation

Complete Streets are generally accomplished though considering elements for inclusion such as sidewalks, shared use paths, bike lanes, fewer travel lanes, narrower lane widths, improved street crossings, bump outs, pedestrian signals, wayfinding signage, street furniture, street trees, and transit shelters, access and facilities. The Complete Street shall incorporate one or more of these as reasonably applicable.

Every city, state and federally funded transportation improvement and project phase should be approached as an opportunity to create safer, more accessible streets for all users. Project phases include planning, programming, design, right-of-way acquisition, construction, construction engineering, reconstruction, and operations as well as any change to transportation facilities within street rights-of-way such as capital improvements, re-channelization projects, and major maintenance. Each project undertaken by the City of Polk City that is a newly constructed street, reconstructed street, or street maintenance within the public right-of-way shall consider the elements included in this policy.

The City shall coordinate with partner agencies, authorities, and transportation supporters including but not limited to Des Moines Area Regional Transit, the Des Moines Area Metropolitan Planning Organization, and the Iowa Department of Transportation to identify bicycle, pedestrian, and transit planning and design opportunities appropriate to the community and capital project needs. The City shall also periodically review and revise related procedures, plans, regulations, design guides and other processes to align goals with the Complete Streets Policy and assist in accommodation of all users in all projects.

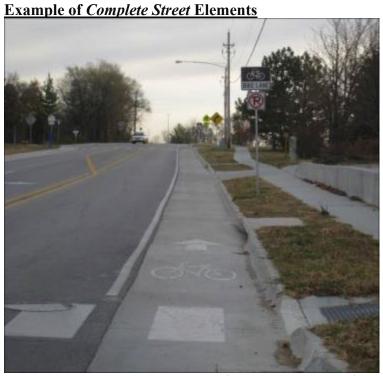
Design Criteria and Context Sensitive Design

Each street and right-of-way design should be practically undertaken to complement the neighborhood in which it exists, (i.e. a context sensitive design solution), while complying with the latest accepted practices and guidelines, and federal and state laws. (or, alternatively: All designs should be context-sensitive to meet the needs of the community and surrounding area while emphasizing safe and accessible travel for all people.) The design and development of the transportation infrastructure shall improve conditions for transit users, motorists, bicyclists, pedestrians and other users through the subsequent steps:

A. Plan projects for the long-term. Transportation improvements are long-term investments that remain in place for many years. The design and construction of new facilities should anticipate likely future demand for transit, bicycling, and walking facilities and not preclude the provision of future improvements.



- B. Address the need for bicyclists and pedestrians to cross corridors as well as travel along them. Even where bicyclists and pedestrians may not commonly use a particular corridor that is being improved or constructed, they will likely need to be able to cross that corridor safely and conveniently. Therefore the design of intersections and interchanges shall accommodate bicyclist and pedestrians in a manner that is safe, accessible, and convenient.
- C. Design facilities to the best currently available standards and guidelines. The design of facilities for should follow design guidelines and standards that are commonly used, such as:
 - a. AASHTO Guide for the Development of Bicycle Facilities;
 - b. AASHTO Policy on Geometric Design of Highways and Streets;
 - c. AASHTO Guide for the Planning, Design, and Operation of Pedestrian Facilities;
 - d. SUDAS: State Urban Design and Specifications Manual;
 - e. Federal Highway Administration's Manual on Uniform Traffic Control Devices for Streets and Highways;
 - f. ITE Recommended Practice Context Sensitive Solutions in Designing Major Urban Thoroughfares for Walkable Communities; and
 - g. National Association of City Transportation Officials (NACTO) Urban Street Design Guide.



Polk City, IA A main road was scheduled for re-pavement - a perfect time to add bike lanes on both sides.





APPLICATION FORM FOR Special Events City of Polk City, Iowa

Permit #	
Application Fee* _\$50)

*application fee waived for 501(c)(3) organizations and block party requests

Thank you for your interest in the City of Polk City!

A special event would be classified as a parade, run/walk/bike, fundraiser, farmers market, fair/festival, outdoor concert OR temporary structure including but not limited to tents over 200sf, canopy, stage, inflatables. The City of Polk City must approve your application prior to advertising your event on City's property or public right-of-way for a special event. Application process must begin at least a minimum of 45 days prior to the requested date of the event.

O Parade	Farmers market
Run/Walk/Bike	○ Fair/Festival
Outdoor Concert	Temporary Structure(s)
Fundraiser	Other (please specify)

Contact Information:

Contact Name & Title: *(contact must be onsite for setup & teardown of event)	Jacob Duncalf, Vice President, American Legion Riders Post 232
Contact Mailing Address:	
	114 W Broadway, Polk City, IA 50226
Contact Phone number:	515-802-0423
Contact Email Address:	jjduncalf46@gmail.com
Sponsor Organization: *(if applicable)	Polk City American Legion Post 232

Event Information:			
Name of Event:	Dilso Night	Requested event location:	S 1st St between W Broadway and Van Dorn St
	Bike Night		31
Event Date(s) & Time(s):		Event Setup & Teardown:	
	May 14th 6-9 pm	(dates & times)	5 and 9 pm
Estimated Attendance:		Number of Vehicles:	
	50-100		50-100 bikes
Will Event Fee Be	Y or N	Event Fee Amount:	
Charged?	No	(if applicable)	NA
Product Sales on Site:	Y or N	Amplified sounds:	Y or N
	NO	(a noise waiver may be required)	NO
Tent and/or canopy:	Y or N	Inflatables:	Y or N
	Qty. 0	(valid State of Iowa permit required)	Qty. 0
Access to water:	Y or N	Access to electricity:	Y or N
	Yes		Yes
Alcoholic Beverages:		Portable Toilets:	
(must obtain Iowa Beverage Permit	Y or N	*(1 toilet for every 250 people est.)	Y or N
with outdoor services & area of alcohol must be fenced off)			Qty
Street Closure:	Y or N	On Street Parking Closure:	Y or N
	Qty. <u>YES</u>		Qty. No

Event Description: (describe ad Bike Night with 50-100 motorcy dogs and will have outdoor bed to use our own barriers.	cles. We will have a local ba	nd provide back ground music. W et closure to all for social distancir	/e will sell burgers and hot ng of bike parking. We plan
Information about tempora No temp structures will be set		latables, etc.; include location(s) on the s	site plan illustration)
Barricades Required:	Qty . 0	Security on site:	Y or N
Traffic Control:	Y or N	Emergency Services:	Y or N
Street or parking closures re of \$115/hour per staff person/e		noval by maintenance staff. Appl 3) and block party requests	icant will be billed at a rate
	will require Law Enforcement -participating vehicle traffic w	Officers to be on-site at each ent ill require crowd/traffic control by	
Emergency Services are avai Events requesting first at a rate of \$50/hour per staff p	aid stations will require a gato	d during the event. or & stand-by staff at each location	on. Applicant will be billed
Events requesting amb of \$75/hour per for ambulance		nd-by staff with equipment. Appl	licant will be billed at a rate
Events requesting firetruck protection on site will require stand-by staff with equipment. Applicant will be billed at a rate of \$300/hour for 4 personnel/equipment.			
Additional Remarks:			
correct, and that false information responsible to obtain any additional Further, it is understood, that the a and regulations. The City reserves and its attendant circumstances.	may be grounds for denial of this I permits or approvals required b activities at all times during the e the right to impose special guide	n to the City, applicant certifies the instance application. In addition to the City by State or Federal regulations applications shall comply with all City, State elines and restrictions based on the restrictions.	's approval, applicant is able to the Special Event. and Federal laws, ordinances nature of the proposed event
Signature and Title of App	plicant: <u>Jacob Dur</u>	scalf Vice President ALR Pos	st 232
Date: <u>03</u> / <u>10</u> / <u>2021</u>	V		
✓ If Provided			
	surance with City of Polk City na	med as certificate holder; general lia	bility in the amount of
	incident/\$3,000,000 aggregate plus any other applicable fees		
		OFFICIAL USE ONLY: Department approvals:	



Permit #	
Application Fee* _ \$50	

*application fee waived for 501(c)(3) organizations and block party requests

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Please check the following type of event	Please	check	the	following	type of	event
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O Parade	Farmers market
Run/Walk/Bike	○ Fair/Festival
Outdoor Concert	Temporary Structure(s)
Fundraiser	Other (please specify)

Contact Information:

Contact Name & Title: *(contact must be onsite for setup & teardown of event)	Jacob Duncalf, Vice President, American Legion Riders post 232
Contact Mailing Address:	444 W Breedway Balls City, IA 50226
	114 W Broadway, Polk City, IA 50226
Contact Phone number:	515-802-0423
Contact Email Address:	jjduncalf46@gmail.com
Sponsor Organization: *(if applicable)	Polk City American Legion Post 232

Event Information:			
Name of Event:	Bike Night	Requested event location:	S 1st St between W Broadway and Van Dorn St
Event Date(s) & Time(s):	Jun 11, 2021	Event Setup & Teardown: (dates & times)	5-9 pm
Estimated Attendance:	50-100	Number of Vehicles:	50-100 bikes
Will Event Fee Be Charged?	Y or N	Event Fee Amount: (if applicable)	NA
Product Sales on Site:	Y or N	Amplified sounds: (a noise waiver may be required)	Y or N
Tent and/or canopy:	Y or N Qty. 0	Inflatables: (valid State of Iowa permit required)	Y or N Qty. 0
Access to water:	Y or N Yes	Access to electricity:	Y or N Yes
Alcoholic Beverages: (must obtain Iowa Beverage Permit with outdoor services & area of alcohol must be fenced off)	Y or N	Portable Toilets: *(1 toilet for every 250 people est.)	Y or N Qty
Street Closure:	Y or N Qty. Yes	On Street Parking Closure:	Y or N Qty. No

Event Description: (describe action) Bike Night with 50-100 motorcy dogs and will have outdoor bed to use our own barriers.	ycles. We will have a local ban	nd provide background music. We t closure to all for social distancir	e will sell burgers and hot ng of bike parking. We plan
Information about tempora No temp structures will be set		atables, etc.; include location(s) on the s	ite plan illustration)
Barricades Required:	Qty. 0	Security on site:	Y or N
Traffic Control:	Y or N	Emergency Services:	Y or N
of \$115/hour per staff person/e Security Services are available Events serving alcoholy	equipment. * fees waived for 501(c)(3) le if the need is anticipated du will require Law Enforcement (-participating vehicle traffic wi	ring the event. Officers to be on-site at each ent Il require crowd/traffic control by	rance/exit during said event
Emergency Services are avaing Events requesting first at a rate of \$50/hour per staff p	aid stations will require a gato	during the event. r & stand-by staff at each location	on. Applicant will be billed
Events requesting amb of \$75/hour per for ambulance		d-by staff with equipment. Appl sonnel	icant will be billed at a rate
Events requesting firetr at a rate of \$300/hour for 4 per		uire stand-by staff with equipmen	nt. Applicant will be billed
Additional Remarks:			
correct, and that false information responsible to obtain any additional further, it is understood, that the and regulations. The City reserves and its attendant circumstances.	may be grounds for denial of this al permits or approvals required by activities at all times during the ev the right to impose special guide	to the City, applicant certifies the ir application. In addition to the City's State or Federal regulations application shall comply with all City, State lines and restrictions based on the next Vice President ALR Pos	s approval, applicant is able to the Special Event. and Federal laws, ordinances nature of the proposed event
signature and Title of Ap	plicant:	0	
Date: 3 / 10 / 2021			
✓ If Provided			
Site Plan Illustra		and an antificate helds	Little to the control of
	isurance with City of Polk City nan incident/\$3,000,000 aggregate	ned as certificate holder; general lial	Dility in the amount of
	plus any other applicable fees		
	0	FFICIAL USE ONLY: Department approvals:	



Permit #	
Application Fee* <u>\$50</u>	

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	114 W Broadway, Polk City, IA 50226
Contact Phone number:	515-802-0423
Contact Email Address:	jjduncalf46@gmail.com
Sponsor Organization: *(if applicable)	Polk City American Legion Post 232

Event Information.			
Name of Event:	Bike Night	Requested event location:	S 1st St between W Broadway and Van Dorn St
Event Date(s) & Time(s):		Event Setup & Teardown:	
	Jul 9, 2021	(dates & times)	5-9 pm
Estimated Attendance:		Number of Vehicles:	
	50-100		50-100 bikes
Will Event Fee Be	Y or N	Event Fee Amount:	
Charged?	No	(if applicable)	NA
Product Sales on Site:	Y or N	Amplified sounds:	Y or N
	No	(a noise waiver may be required)	No
Tent and/or canopy:	Y or N	Inflatables:	Y or N
	Qty . <u>0</u>	(valid State of Iowa permit required)	Qty. 0
Access to water:	Y or N	Access to electricity:	Y or N
	Yes		Yes
Alcoholic Beverages:		Portable Toilets:	
(must obtain Iowa Beverage Permit with outdoor services & area of	Y or N	*(1 toilet for every 250 people est.)	Y or N
alcohol must be fenced off)			Qty
Street Closure:	Y or N	On Street Parking Closure:	Y or N
	Qty. Yes		Qty. No

Event Description: (describe ac Bike Night with 50-100 motorcy dogs and will have outdoor bed to use our own barriers.	cles. We will have a local ba	nd provide background music. W et closure to all for social distanci	e will sell burgers and hot ng of bike parking. We plan
Information about tempora No temp structures will be set		flatables, etc.; include location(s) on the s	site plan illustration)
Barricades Required:	Qty. 0	Security on site:	Y or N
Traffic Control:	Y or N	Emergency Services:	Y or N
Street or parking closures re of \$115/hour per staff person/e		noval by maintenance staff. Appl	licant will be billed at a rate
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Additional Remarks:			
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Signature and Title of Ap	plicant: <u>Jacob Dun</u>	calf Vice President ALR Pos	st 232
Date: 3 / 10 / 2021	V		
✓ If Provided			
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		DFFICIAL USE ONLY: Department approvals:	



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Please	check	the	following	type	of	event:
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Contact Phone number:	515-802-0423
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Sponsor Organization: *(if applicable)	Polk City American Legion Post 232

Event Information:			
Name of Event:	Bike Night	Requested event location:	S 1st St between W Broadway and Van Dorn St
Event Date(s) & Time(s):	Aug 13, 2021	Event Setup & Teardown: (dates & times)	5-9 pm
Estimated Attendance:	50.400	Number of Vehicles:	50.4001.1
	50-100		50-100 bikes
Will Event Fee Be Charged?	Y or N	Event Fee Amount: (if applicable)	NA
Product Sales on Site:	Y or N	Amplified sounds: (a noise waiver may be required)	Y or N No
Tent and/or canopy:	Y or N Qty. 0	Inflatables: (valid State of Iowa permit required)	Y or N Qty. 0
Access to water:	Y or N Yes	Access to electricity:	Y or N Yes
Alcoholic Beverages: (must obtain Iowa Beverage Permit with outdoor services & area of alcohol must be fenced off)	Y or N	Portable Toilets: *(1 toilet for every 250 people est.)	Y or N Qty
Street Closure:	Y or N	On Street Parking Closure:	Y or N
	Qty. Yes		Qty. No

Event Description: (describe action) Bike Night with 50-100 motorcy dogs and will have outdoor bed to use our own barriers.	ycles. We will have a local ban	nd provide background music. We t closure to all for social distancir	e will sell burgers and hot ng of bike parking. We plan	
Information about tempora No temp structures will be set		atables, etc.; include location(s) on the s	ite plan illustration)	
Barricades Required:	Qty. 0	Security on site:	Y or N	
Traffic Control:	Y or N	Emergency Services:	Y or N	
of \$115/hour per staff person/e Security Services are available Events serving alcoholy	equipment. * fees waived for 501(c)(3) le if the need is anticipated du will require Law Enforcement (-participating vehicle traffic wi	ring the event. Officers to be on-site at each ent Il require crowd/traffic control by	rance/exit during said event	
Emergency Services are avaing Events requesting first at a rate of \$50/hour per staff p	aid stations will require a gato	during the event. r & stand-by staff at each location	on. Applicant will be billed	
Events requesting amb of \$75/hour per for ambulance		d-by staff with equipment. Appl sonnel	icant will be billed at a rate	
Events requesting firetr at a rate of \$300/hour for 4 per		uire stand-by staff with equipmen	nt. Applicant will be billed	
Additional Remarks:				
Applicant understands and agrees that by submitting this application to the City, applicant certifies the information provided is true and correct, and that false information may be grounds for denial of this application. In addition to the City's approval, applicant is responsible to obtain any additional permits or approvals required by State or Federal regulations applicable to the Special Event. Further, it is understood, that the activities at all times during the event shall comply with all City, State and Federal laws, ordinances and regulations. The City reserves the right to impose special guidelines and restrictions based on the nature of the proposed event and its attendant circumstances. Signature and Title of Applicant: Jacob Duncalf Vice President ALR Post 232				
signature and Title of Ap	plicant:	0		
Date: 3 / 10 / 2021				
✓ If Provided				
Site Plan Illustra		and an antificate helds	Little to the control of	
Certificate of Insurance with City of Polk City named as certificate holder; general liability in the amount of \$2,000,000 per incident/\$3,000,000 aggregate				
	plus any other applicable fees			
	0	FFICIAL USE ONLY: Department approvals:		



Permit #	
Application Fee* <u>\$50</u>	

*application fee waived for 501(c)(3) organizations and block party requests

Thank you for your interest in the City of Polk City!

A special event would be classified as a parade, run/walk/bike, fundraiser, farmers market, fair/festival, outdoor concert OR temporary structure including but not limited to tents over 200sf, canopy, stage, inflatables. The City of Polk City must approve your application prior to advertising your event on City's property or public right-of-way for a special event. Application process must begin at least a minimum of 45 days prior to the requested date of the event.

O Parade	Farmers market
Run/Walk/Bike	○ Fair/Festival
Outdoor Concert	Temporary Structure(s)
Fundraiser	Other (please specify)

Contact Information:

Contact Name & Title: *(contact must be onsite for setup & teardown of event)	Jacob Duncalf, Vice President, American Legion Riders post 232
Contact Mailing Address:	444 W Breedway Balls City, IA 50226
	114 W Broadway, Polk City, IA 50226
Contact Phone number:	515-802-0423
Contact Email Address:	jjduncalf46@gmail.com
Sponsor Organization: *(if applicable)	Polk City American Legion Post 232

Event information.			
Name of Event:	Sarak Ride	Requested event location:	S 1st St between W Broadway and Van Dorn St
Event Date(s) & Time(s):	Jun 26, 2021	Event Setup & Teardown: (dates & times)	9-12 am
Estimated Attendance:	50-250	Number of Vehicles:	50-250 bikes
Will Event Fee Be Charged?	Y or N No	Event Fee Amount: (if applicable)	NA
Product Sales on Site:	Y or N	Amplified sounds: (a noise waiver may be required)	Y or N No
Tent and/or canopy:	Y or N Qty. 0	Inflatables: (valid State of Iowa permit required)	Y or N Qty. 0
Access to water:	Y or N Yes	Access to electricity:	Y or N Yes
Alcoholic Beverages: (must obtain Iowa Beverage Permit with outdoor services & area of alcohol must be fenced off)	Y or N	Portable Toilets: *(1 toilet for every 250 people est.)	Y or N Qty
Street Closure:	Y or N Qty. Yes	On Street Parking Closure:	Y or N Qty. No

the Des Moines Area. We will	notorcycles. This is a charity e have a local band provide ba	event that raises money to buy un ckground music. We will sell burg all for social distancing of bike par	ers and hot dogs and will	
Information about tempora No temp structures will be set		flatables, etc.; include location(s) on the s	site plan illustration)	
Damies des Damies de		Convibración	V N	
Barricades Required:	Qty. 0	Security on site:	Y or N	
Traffic Control:	Y or N	Emergency Services:	Y or N	
Street or parking closures require barricades/setup & removal by maintenance staff. Applicant will be billed at a rate of \$115/hour per staff person/equipment. * fees waived for \$01(c)(3) and block party requests Security Services are available if the need is anticipated during the event. Events serving alcohol will require Law Enforcement Officers to be on-site at each entrance/exit during said event and events interfering with non-participating vehicle traffic will require crowd/traffic control by a Law Enforcement Officer at each location. Applicant will be billed at a rate of \$40/hour per officer. Emergency Services are available if the need is anticipated during the event. Events requesting first aid stations will require a gator & stand-by staff at each location. Applicant will be billed at a rate of \$50/hour per staff personnel/equipment Events requesting ambulance on site will require stand-by staff with equipment. Applicant will be billed at a rate of \$75/hour per for ambulance and \$23.22/hour per staff personnel Events requesting firetruck protection on site will require stand-by staff with equipment. Applicant will be billed at a rate of \$300/hour for 4 personnel/equipment.				
correct, and that false information responsible to obtain any additional Further, it is understood, that the algorithm and regulations. The City reserves and its attendant circumstances. Signature and Title of Apparet: 3 / 10 / 2021 Vif Provided Site Plan Illustration of Information and Site Plan Illustration and	may be grounds for denial of this permits or approvals required lactivities at all times during the extreme the right to impose special guidapplicant: Propose	on to the City, applicant certifies the is application. In addition to the City by State or Federal regulations applications shall comply with all City, State delines and restrictions based on the restrictions between the restrictions based on the rest	's approval, applicant is table to the Special Event. and Federal laws, ordinances nature of the proposed event	
	incident/\$3,000,000 aggregate plus any other applicable fees	· -		
		OFFICIAL USE ONLY:		



Permit #
Application Fee* <u>\$50</u>

*application fee waived for 501(c)(3) organizations and block party requests

Thank you for your interest in the City of Polk City!

A special event would be classified as a parade, run/walk/bike, fundraiser, farmers market, fair/festival, outdoor concert OR temporary structure including but not limited to tents over 200sf, canopy, stage, inflatables. The City of Polk City must approve your application prior to advertising your event on City's property or public right-of-way for a special event. Application process must begin at least a minimum of 45 days prior to the requested date of the event.

Please check the following type of event	Please	check	the	following	type of	event
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O Parade	Farmers market
Run/Walk/Bike	○ Fair/Festival
Outdoor Concert	Temporary Structure(s)
Fundraiser	Other (please specify)

Contact Information:

Contact Name & Title: *(contact must be onsite for setup & teardown of event)	Jacob Duncalf, Vice President, American Legion Riders post 232
Contact Mailing Address:	114 W Broadway, Polk City, IA 50226
Contact Phone number:	515-802-0423
Contact Email Address:	jjduncalf46@gmail.com
Sponsor Organization: *(if applicable)	Polk City American Legion Post 232

event information.			
Name of Event:	Angels For Sam	Requested event location:	S 1st St between W Broadway and Van Dorn St
Event Date(s) & Time(s):	Jun 13, 2021	Event Setup & Teardown: (dates & times)	11-2 am
Estimated Attendance:		Number of Vehicles:	
	50-250		50-250 bikes
Will Event Fee Be Charged?	Y or N	Event Fee Amount: (if applicable)	NA
Product Sales on Site:	Y or N	Amplified sounds: (a noise waiver may be required)	Y or N
Tent and/or canopy:	Y or N Qty. 0	Inflatables: (valid State of Iowa permit required)	Y or N Qty. 0
Access to water:	Y or N Yes	Access to electricity:	Y or N Yes
Alcoholic Beverages: (must obtain Iowa Beverage Permit with outdoor services & area of alcohol must be fenced off)	Y or N	Portable Toilets: *(1 toilet for every 250 people est.)	Y or N Qty
Street Closure:	Y or N Qty. Yes	On Street Parking Closure:	Y or N Qty. No
I .		l .	

Event Description: (describe ac Angels for Sam will have 50-20 background music. We will sell all for social distancing of bike	0 motorcycles and is a fund raburgers and hot dogs and wil	aiser for a local charity. We will h I have outdoor beer sales. We re wn barriers.	ave a local band provide quest the street closure to
Information about temporal No temp structures will be set u		atables, etc.; include location(s) on the si	ite plan illustration)
Barricades Required:	Qty. 0	Security on site:	Y or N
Traffic Control:	Y or N	Emergency Services:	Y or N
of \$115/hour per staff person/e	quipment. * fees waived for 501(c)(3		cant will be billed at a rate
	vill require Law Enforcement (-participating vehicle traffic wi	Officers to be on-site at each ent Il require crowd/traffic control by	
Emergency Services are avail Events requesting first a at a rate of \$50/hour per staff p	aid stations will require a gato	during the event. r & stand-by staff at each locatio	on. Applicant will be billed
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Events requesting firetr at a rate of \$300/hour for 4 per		uire stand-by staff with equipmen	nt. Applicant will be billed
Additional Remarks:			
correct, and that false information of responsible to obtain any additiona Further, it is understood, that the a and regulations. The City reserves and its attendant circumstances.	may be grounds for denial of this I permits or approvals required by ctivities at all times during the ev the right to impose special guide	a to the City, applicant certifies the in application. In addition to the City's State or Federal regulations applica- tent shall comply with all City, State a lines and restrictions based on the n	s approval, applicant is able to the Special Event. and Federal laws, ordinances ature of the proposed event
Signature and Title of App	olicant: <u>Jacob Dun</u>	calf Vice President ALR Pos	st 232
Date: 3 / 10 / 2021	U		
✓ If Provided			
Site Plan Illustra	ation		
		ned as certificate holder; general liab	oility in the amount of
	incident/\$3,000,000 aggregate plus any other applicable fees		
1	•	FFICIAL USE ONLY: Department approvals:	



Permit #	
Application Fee* <u>\$50</u>	

*application fee waived for 501(c)(3) organizations and block party requests

Thank you for your interest in the City of Polk City!

A special event would be classified as a parade, run/walk/bike, fundraiser, farmers market, fair/festival, outdoor concert OR temporary structure including but not limited to tents over 200sf, canopy, stage, inflatables. The City of Polk City must approve your application prior to advertising your event on City's property or public right-of-way for a special event. Application process must begin at least a minimum of 45 days prior to the requested date of the event.

O Parade	Farmers market
Run/Walk/Bike	○ Fair/Festival
Outdoor Concert	Temporary Structure(s)
Fundraiser	Other (please specify)

Contact Information:

Contact Name & Title: *(contact must be onsite for setup & teardown of event)	Jacob Duncalf, Vice President, American Legion Riders post 232
Contact Mailing Address:	444 W Breedway Balls City, IA 50226
	114 W Broadway, Polk City, IA 50226
Contact Phone number:	515-802-0423
Contact Email Address:	jjduncalf46@gmail.com
Sponsor Organization: *(if applicable)	Polk City American Legion Post 232

Event information.			
Name of Event:	Bike Night	Requested event location:	S 1st St between W Broadway and Van Dorn St
Event Date(s) & Time(s):	2 no riigini	Event Setup & Teardown:	Ol .
	Sep 10, 2021	(dates & times)	5-9 pm
Estimated Attendance:		Number of Vehicles:	
	50-100		50-100 bikes
Will Event Fee Be Charged?	Y or N	Event Fee Amount: (if applicable)	NA
Product Sales on Site:	Y or N	Amplified sounds: (a noise waiver may be required)	Y or N
Tent and/or canopy:	Y or N Qty. 0	Inflatables: (valid State of Iowa permit required)	Y or N Qty. 0
Access to water:	Y or N	Access to electricity:	Y or N
Alcoholic Beverages: (must obtain Iowa Beverage Permit with outdoor services & area of alcohol must be fenced off)	Y or N	Portable Toilets: *(1 toilet for every 250 people est.)	Y or N Qty
Street Closure:	Y or N	On Street Parking Closure:	Y or N
	Qty. Yes		Qty. <u>No</u>

Event Description: (describe ac Bike Night with 50-100 motorcy dogs and will have outdoor bed to use our own barriers.	cles. We will have a local ba	nd provide background music. W et closure to all for social distanci	e will sell burgers and hot ng of bike parking. We plan
Information about tempora No temp structures will be set		flatables, etc.; include location(s) on the s	site plan illustration)
Barricades Required:	Qty. 0	Security on site:	Y or N
Traffic Control:	Y or N	Emergency Services:	Y or N
Street or parking closures re of \$115/hour per staff person/e		noval by maintenance staff. Appl	licant will be billed at a rate
	will require Law Enforcement -participating vehicle traffic w	Officers to be on-site at each entitiell require crowd/traffic control by	
Emergency Services are avai Events requesting first at a rate of \$50/hour per staff p	aid stations will require a gate	d during the event. or & stand-by staff at each location	on. Applicant will be billed
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Events requesting firetr at a rate of \$300/hour for 4 per		quire stand-by staff with equipme	ent. Applicant will be billed
Additional Remarks:			
correct, and that false information responsible to obtain any additional further, it is understood, that the and regulations. The City reserves and its attendant circumstances.	may be grounds for denial of this I permits or approvals required but ictivities at all times during the e the right to impose special guide	on to the City, applicant certifies the is application. In addition to the City by State or Federal regulations applications shall comply with all City, State elines and restrictions based on the restrictions.	's approval, applicant is able to the Special Event. and Federal laws, ordinances nature of the proposed event
Signature and Title of Ap	plicant: <u>Jacob Dun</u>	calf Vice President ALR Pos	st 232
Date: 3 / 10 / 2021	V		
✓ If Provided			
	surance with City of Polk City na	med as certificate holder; general lia	bility in the amount of
	incident/\$3,000,000 aggregate plus any other applicable fees		
		DFFICIAL USE ONLY: Department approvals:	



City of Polk City, Iowa

City Council Agenda Communication

Date:April 26, 2021 City Council MeetingTo:Mayor Jason Morse & City CouncilFrom:Chelsea Huisman, City Manager

Subject: 28E Agreement with North Polk for Intersection Improvements at N. 3rd Street & E. Vista

Lake Dr.

BACKGROUND: For your review and consideration on Monday is a 28E Agreement with North Polk Community School District for cost sharing for the intersection improvements at North 3rd Street & E. Vista Lake Drive. The recommended improvements are for a roundabout, which is also on Monday's agenda for Council review and approval.

In October 2020, the City Council approved North Polk's site plan contingent upon working out a cost sharing agreement for intersection improvements at N. 3rd St. & E. Vista Lake Dr. As you may recall, the need for intersection improvements was determined by North Polk's Traffic Impact Study (TIS) that was conducted as part of their project. The TIS was conducted by V&K, and results were confirmed by the City's Engineering Firm, Snyder & Associates. The City has agreed to construct the improvements, with the North Polk School District and Developer, Knapp Properties both financially contributing to the project. The total estimated cost of the project is \$1,503,000. The 28E Agreement outlines the repayment of \$435,722 for North Polk's contribution over a 7-year period, beginning with their first payment due before June 1, 2023.

The Board of Education has already approved the 28E agreement at their meeting on Wednesday, April 21, 2021. City Council approval is the final approval needed to finalize the agreement.

ALTERNATIVES: Do not approve the agreement

FINANCIAL CONSIDERATIONS: The financial considerations to approve this agreement are for \$435,722 from the North Polk Community School District.

RECOMMENDATION: It is my recommendation that the Council approve the 28E Agreement with North Polk Community School District.

RESOLUTION NO. 2021-31

A RESOLUTION APPROVING A 28E AGREEMENT BETWEEN THE CITY OF POLK CITY AND NORTH POLK COMMUNITY SCHOOL DISTRICT FOR COST SHARING FOR THE NORTH 3RD STREET & EAST VISTA LAKE DRIVE INTERSECTION IMPROVEMENTS

WHEREAS, the City of Polk City, Iowa desires to enter into a 28E Agreement with North Polk Community School District for cost sharing for the intersection improvements including a roundabout at North 3rd Street & E. Vista Lake Drive; and

WHEREAS, an agreement has been reached between the City of Polk City and North Polk Community School District concerning this mater as shown on the attached 28E Agreement.

BE IT, THEREFORE, RESOLVED by the City Council of the City of Polk City, Iowa, that the 28E Agreement in the form attached hereto as Exhibit "A" for the cost sharing for the intersection improvements at North 3rd Street & E. Vista Lake Drive.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute said 28E Agreement on behalf of the City of Polk City, Iowa.

DATED this 26th day of April 2021.

Abstain

	Jason Morse, Mayor	
Attest:		
Jenny Gibbons, City Clerk		
Roll call vote: YES		
NO		

AGREEMENT FOR INTERSECTION IMPROVEMENTS BETWEEN

NORTH POLK COMMUNITY SCHOOL DISTRICT

And

CITY OF POLK CITY, IOWA

THIS AGREEMENT is entered into by and between the North Polk Community School District, hereinafter referred to as the "District", and the City of Polk City, Iowa, hereinafter referred to as the "City".

- 1. This Agreement shall consist of 2 pages and Attachments A and B which shall be considered a part of this Agreement.
- 2. This Agreement shall become effective upon its execution by the parties and shall remain in effect until terminated or amended by written agreement of the parties.
- 3. The purpose of this Agreement shall be the construction of improvements by the City at the Intersection described below and the payment by the District for a portion of the improvements.
- 4. The property to be improved shall be the intersection at 3rd Street and E. Vista Lake Drive (hereinafter, the "Intersection").
- 5. "Improvements" shall be as set out on Attachment A.
- 6. The City shall complete the Improvements in conformance with the terms of this Agreement on the Intersection.
- 7. All Improvements shall be bid and constructed in accordance with the Iowa law and the City's normal practices and procedures for public improvements within its boundaries.
- 8. The District shall make payment in accordance with Attachment B. The City acknowledges and agrees that the payment required of the District under this section 8 will be the District's only expense related to the Improvements. The City shall not seek any additional payment from the District associated with the Improvements, and specifically waives its right to assess the District's real estate for the cost of the Improvements under Iowa Code Chapter 384. The City shall indemnify the District from any third-party liability incurred by the District in connection with the Improvements.

- 9. The North Polk Community School District Superintendent and the City Manager of Polk City shall administer performance of this Agreement.
- 10. If the City fails to construct the Improvements, the District shall not be required to make the payment required by section 8.
- 11. This is the entire Agreement between all parties and it may be amended only upon agreement of all parties and only in writing.
- 12. The parties shall approve the Agreement by resolution or motion of their respective Board or Council, which shall authorize the execution of the Agreement.

Signature Pages to Follow

IN WITNESS THEREOF, the District has caused this Agreement to be executed in two (2) separate counterparts, each of which shall be considered an original, on the _____ day of April 2021.

Attest

North Polk Community School District

CRA

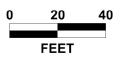
Sarah Aspengren, Secretary

Dave Potter, President

IN WITNESS THEREOF, the City has caused this Agreement to be executed in the separate counterparts, each of which shall be considered an original, on the day of A 2021.		
Attest	City of Polk City, Iowa	
Jenny Gibbons, City Clerk	Jason Morse, Mayor	

ATTACHMENT A INTERSECTION IMPROVEMENTS





North 3rd St. & Vista Lake Ave. Intersection Improvements

Attachment A

ATTACHMENT B

PAYMENT SCHEDULE

The District shall contribute \$435,722.00 towards the Improvements over a seven (7) year period. The City shall send a reminder invoice to the District at least 30 days before each annual payment.

The first annual payment of \$62,246.00 shall be made by the District to the City on or before June 1, 2023.

The District shall make annual payments of \$62,246.00 to the City on or before the first day of June in each year thereafter until paid in full.



City of Polk City, Iowa

City Council Agenda Communication

Date:April 26, 2021 City Council MeetingTo:Mayor Jason Morse & City CouncilFrom:Chelsea Huisman, City Manager

Subject: Agreement with Knapp Properties for Intersection Improvements at N. 3rd Street & E.

Vista Lake Dr.

BACKGROUND: For your review and consideration on Monday is a second agreement for cost sharing for the intersection improvements at North 3rd Street & E. Vista Lake Drive with Knapp Properties.

During the last several months the City, School District & Developer, Knapp Properties have tried to work out a cost sharing model for the intersection improvements at N. 3rd Street and E. Vista Lake Drive. Knapp has agreed to pay for \$165,000 over a 7-year period for the intersection improvements. The first payment would be made before June 1, 2023 and mirrors North Polk's 7-year schedule.

ALTERNATIVES: Do not approve the agreement

FINANCIAL CONSIDERATIONS: The financial considerations to approve this agreement are for \$165,000 from Knapp Properties.

RECOMMENDATION: It is my recommendation that the Council approve the Agreement with Knapp Properties.

RESOLUTION NO. 2021-32

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF POLK CITY AND KNAPP PROPERTIES FOR COST SHARING FOR THE NORTH 3RD STREET & EAST VISTA LAKE DRIVE INTERSECTION IMPROVEMENTS

WHEREAS, the City of Polk City, Iowa desires to enter into an agreement with Knapp Properties for cost sharing for the intersection improvements including a roundabout at North 3rd Street & E. Vista Lake Drive; and

WHEREAS, an agreement has been reached between the City of Polk City and Knapp Properties concerning this mater as shown on the attached agreement.

BE IT, THEREFORE, RESOLVED by the City Council of the City of Polk City, Iowa, that the agreement in the form attached hereto as Exhibit "A" for the cost sharing for the intersection improvements at North 3rd Street & E. Vista Lake Drive.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute said 28E Agreement on behalf of the City of Polk City, Iowa.

DATED this 26th day of April 2021.

NO Abstain

	Jason Morse, Mayor	
Attest:		
Jenny Gibbons, City Clerk		
Roll call vote: YES		

AGREEMENT FOR INTERSECTION IMPROVEMENTS

BETWEEN

WILLIAM C. KNAPP, L.C.

And

CITY OF POLK CITY, IOWA

THIS AGREEMENT is entered into by and between William C. Knapp, L.C., hereinafter referred to as "Knapp", and the City of Polk City, Iowa, hereinafter referred to as the "City".

- 1. This Agreement shall consist of 2 pages and Attachments A and B which shall be considered a part of this Agreement.
- 2. This Agreement shall become effective upon its execution by the parties and shall remain in effect until terminated or amended by written agreement of the parties.
- 3. The purpose of this Agreement shall be the construction of improvements by the City at the Intersection described below and the payment by Knapp for a portion of the improvements.
- 4. The property to be improved shall be the intersection at 3rd Street and E. Vista Lake Drive (hereinafter, the "Intersection").
- 5. "Improvements" shall be as set out on Attachment A.
- 6. The City shall complete the Improvements on or before June 1, 2023 in conformance with the terms of this Agreement on the Intersection.
- 7. All Improvements shall be bid and constructed in accordance with the Iowa law and the City's normal practices and procedures for public improvements within its boundaries.
- 8. Provided that the City has completed the Improvements as required by Section 6 above, Knapp shall make payment in accordance with Attachment B. The City acknowledges and agrees that the payment required of Knapp under this section 8 will be Knapp's only expense related to the Improvements. The City shall not seek any additional payment from Knapp associated with the Improvements, and specifically waives its right to assess Knapp's real estate for the cost of the Improvements under Iowa Code Chapter 384. The City shall indemnify Knapp from any third-party liability incurred by Knapp in connection with the Improvements.
- 9. The City Manager of Polk City shall administer performance of this Agreement.

- 10. If the City fails to construct the Improvements on or before June 1, 2023, Knapp shall not be required to make the payment required by section 8 until such date as the Improvements have been constructed.
- 11. This is the entire Agreement between all parties and it may be amended only upon agreement of all parties and only in writing.
- 12. The City shall approve the Agreement by resolution of its Council, which shall authorize the execution of the Agreement.

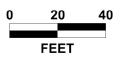
Signature Pages to Follow

IN WITNESS THEREOF, Knapp has caused this Agreement to be executed in two (2) separate counterparts, each of which shall be considered an original, on the day of April 2021.	
WILLIAM C. KNAPP, L.C.	
By: Gerard D. Neugent, Manager	

IN WITNESS THEREOF, the City has caused this Agreement to be executed in three (3) separate counterparts, each of which shall be considered an original, on the day of April 2021.			
Attest	City of Polk City, Iowa		
Jenny Gibbons, City Clerk	Jason Morse, Mayor		

ATTACHMENT A INTERSECTION IMPROVEMENTS





North 3rd St. & Vista Lake Ave. Intersection Improvements

Attachment A

ATTACHMENT B

PAYMENT SCHEDULE

Knapp shall contribute \$165,000.00 towards the Improvements over a seven (7) year period. The City shall send a reminder invoice to Knapp at least 30 days before each annual payment.

The first annual payment of \$23,571.43 shall be made by Knapp to the City on or before June 1, 2023, provided, however, that if the Improvements have not been completed on or before June 1, 2023 then the first annual payment of \$23,571.43 shall be made by Knapp to the City on that date certain which is thirty (30) days after the City's completion of the Improvements.

Knapp shall make annual payments of \$23,571.43 to the City on or before either (i) the first day of June in each year thereafter or (ii) the annual anniversary of that date certain which is thirty (30) days after the City competion of the Improvements, until the total obligation of Knapp hereunder has been paid in full.

RESOLUTION NO. 2021-34

A RESOLUTION APPROVING AN AMENDMENT TO THE SITE PLAN FOR NORTH POLK INTERMEDIATE SCHOOL

WHEREAS, the City Council of the City of Polk City, Iowa approved Resolution 2020-126 approving the original submitted Site Plan and provisions on October 26, 2021; and

WHEREAS, Civil Design Advantage, on behalf of North Polk Community School District has submitted an amendment to Site Plan for North Polk Intermediate School to include additional classrooms; and

WHEREAS, on April 19, 2021 the Polk City Planning & Zoning Commission met and recommended approval of the amended Site Plan, subject to completion of the City Engineer's review comments and recommendations being satisfactorily addressed; and

WHEREAS, the City Engineer has reviewed the Site Plan and accompanying documents and recommends its approval subject to the following:

- No changes shall be made to the architectural elevations or building materials without prior approval of the City Manager, and if the change is deemed significant, City Council; and
- Video display signs, if any, shall be set so their brightness is not intrusive to neighboring residential uses; and
- No building permits shall be issued until a petition and waiver for the installation of a right turn lane on E. Vista Lake Dr. has been Signed and Recorded.

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 and the City Engineer and deems it appropriate to approve the amended Site Plan for North Polk Intermediate School subject to the above stipulations.

PASSED AND APPROVED the 26th day April 2021.

	Jason Morse, Mayor	
ATTEST:		
Jenny Gibbons, City Clerk	Roll call vote: YES NO Abstain	

NORTH POLK INTERMEDIATE SCHOOL

VICINITY MAP

TOURNAMENT

POLK CITY

OWNER / APPLICANT

CONTACT: DR. DAN MART

EMAIL: MART@NORTHPOLK.ORG

CIVIL DESIGN ADVANTAGE, LLC

3405 SE CROSSROADS DRIVE, SUITE G

CONTACT: ERIN OLLENDIKE

EMAIL: ÉRINO@CDA-ENG.COM

CIVIL DESIGN ADVANTAGE, LLC

CONTACT: CHARLIE MCGLOTHLEN

EMAIL: CHARLIEM@CDA-ENG.COM

100 COURT AVENUE, SUITE 100

DATE OF SURVEY

EMAIL: KHAGEN@OPNARCHITECTS.COM

3405 SE CROSSROADS DRIVE, SUITE G

13930 NE 6TH STREET

ALLEMAN, IA 50007

ENGINEER

GRIMES, IOWA 50111

PH. (515) 369-4400

FX. (515) 369-4410

SURVEYOR

GRIMES, IOWA 50111

PH. (515) 369-4400

FX. (515) 369-4410

ARCHITECT

CONTACT: KEN HAGEN

PH. (515) 309-0722

DES MOINES, IOWA 50309

OPN ARCHITECTS

MAY 20, 2020

PH. (515) 984-3400

NORTH POLK COMMUNITY SCHOOL DISTRICT

CLUB OF IOWA

NOT TO SCALE

SUBMITTAL DATES -SITE PLAN SUBMITTAL TO CITY #1

-SITE PLAN AMENDMENT TO CITY #2:

08/26/2020 -SITE PLAN SUBMITTAL TO CITY #2: 09/11/2020 -SITE PLAN SUBMITTAL TO CITY #3: 09/29/2020 -SITE PLAN SUBMITTAL TO CITY #4: 10/14/2020 -SITE PLAN SUBMITTAL TO CITY #5: 11/11/2020 -BID SUBMITTAL SET: 01/27/2020 03/24/2021 -SITE PLAN AMENDMENT TO CITY #1:

04/12/2021

LEGAL DESCRIPTION

LOT 1 OF BIG CREEK TECHNOLOGY CAMPUS PLAT 4. ALL BEING IN THE CITY OF POLK CITY, POLK COUNTY, IOWA AND CONTAINING 26.00 ACRES (1,132,560 SQUARE FEET).

PROJECT SITE ADDRESS

340 E. VISTA LAKE AVENUE

ZONING

R-1 SINGLE FAMILY DETACHED RESIDENTIAL DISTRICT

DEVELOPMENT SUMMARY

AREA: 26.00 ACRES (1,132,555 SF)

R-1 SINGLE FAMILY DETACHED RESIDENTIAL **ZONING:**

PRIMARY USE OF SITE: SCHOOL - SCHOOL BUILDING HAS 19 CLASSROOMS AND HAS A MAXIMUM CAPACITY OF 450 STUDENTS.

BUILDING SQUARE FOOTAGE: 80,932 SF (UPPER: 45,040 SF AND LOWER: 35,892 SF)

SETBACKS: FRONT: 35' SIDE: 20'

REAR: OPEN SPACE:

1,132,555 SF OPEN SPACE REQUIRED 0 SF (0%) OPEN SPACE PROVIDED 974,215 SF (83%) *OPEN SPACE INCLUDES SIDEWALKS AND PLAYGROUND AREA

PARKING REQUIRED

1.75 SPACES PER CLASSROOM (19 CLASSROOMS)

= 34 SPACES (2 REQUIRED ACCESSIBLE SPACES)

PARKING PROVIDED

= 122 SPACES (INCLUDING 6 ACCESSIBLE SPACES)

BENCHMARKS

1. POLK COUNTY BM #114 IN NW QUARTER OF SEC. 36-81-25 ON NW HUGGS DRIVE, 500' EAST OF NW 72ND STREET, AN IDOT PLUG IN THE TOP OF THE EAST HEADWALL OF RCB CULVERT. ELEVATION=866.06

2. USGS BM 929.6: T81N-R-25W NEAR W 16TH CORNER BETWEEN SEC 27 & 34 31 FEET NORTH, 55 FEET EAST & 1.9 FEET HIGHER THAN T-DRIVE NORTH, ON CREST OF HILL IN TOP OF TOP CONCRETE POST; A STANDARD TABLET STAMPED "26 WMC 1964 930" PAINTED BM 929.6. ELEVATION=929.58

3. BURY BOLT ON HYDRANT 150 FEET +/- SOUTH OF WOLF CREEK DRIVE ON EAST ROW OF NORTH 3RD ELEVATION=864.58

CONSTRUCTION SCHEDULE

ANTICIPATED START DATE = OCTOBER 2020 ANTICIPATED FINISH DATE = JULY 2022

POLK CITY, IOWA

INDEX OF SHEETS

DESCRIPTION

COVER SHEET

OVERALL SITE LAYOUT

DIMENSION PLAN

GRADING PLAN

EROSION AND SEDIMENT CONTROL PLAN

UTILITY PLAN

LANDSCAPE PLAN

8.0-8.4 DETAILS

IMPERVIOUS AREA

IMPERVIOUS AREA: BUILDING (FOOTPRINT) = 55,172 SF

SIDEWALKS = 31,120 SFPARKING AREAS = 20,424 SFDRIVE AISLES = 82,744 SF= 7.883 SFPLAYGROUND

TOTAL IMPERVIOUS AREA = 197,343 SF

POND 1 DESIGN CRITERIA:

TOTAL IMPERVIOUS AREA = 345,951 SFPHASE 1 IMPERVIOUS AREA = 118,904 SFPHASE 1 UNDETAINED IMPERVIOUS = 8,614 SF = 218,433 SFFUTURE IMPERVIOUS AREA

POND 2 DESIGN CRITERIA: TOTAL IMPERVIOUS AREA = 59,169 SF= 57.079 SFPHASE 1 IMPERVIOUS AREA

PHASE 1 UNDETAINED IMPERVIOUS = 2.090 SF

TOTAL IMPERVIOUS AREA PHASE 1 IMPERVIOUS AREA

FUTURE IMPERVIOUS AREA

= 10,656 SF= 10,656 SF

0 SF

1-800-292-8989 www.iowaonecall.com

UTILITY WARNING

ANY UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY AND RECORDS OBTAINED BY THIS SURVEYOR. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL THE UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION SHOWN.



3405 SE CROSSROADS DR. SUITE G, GRIMES, IOWA 50111 PH: (515) 369-4400 Fax: (515) 369-4410 PROJECT NO. 2005.226

GENERAL LEGEND

PROPOSED PROJECT BOUNDARY LOT LINE SECTION LINE CENTER LINE RIGHT OF WAY -------PERMANENT EASEMENT ---P/E------TEMPORARY EASEMENT TYPE SW-501 STORM INTAKE TYPE SW-503 STORM INTAKE TYPE SW-505 STORM INTAKE TYPE SW-506 STORM INTAKE TYPE SW-513 STORM INTAKE TYPE SW-401 STORM MANHOLE TYPE SW-402 STORM MANHOLE TYPE SW-301 SANITARY MANHOLE STORM/SANITARY CLEANOUT WATER VALVE FIRE HYDRANT ASSEMBLY DETECTABLE WARNING PANEL 0000000000 STORM SEWER STRUCTURE NO. (L-10) STORM SEWER PIPE NO. SANITARY SEWER STRUCTURE NO. SANITARY SEWER PIPE NO.

SANITARY SEWER WITH SIZE

SANITARY SERVICE

WATERMAIN WITH SIZE

SAWCUT (FULL DEPTH)

USE AS CONSTRUCTED

STORM SEWER

STORM SERVICE

WATER SERVICE

SILT FENCE

(P-10) U.A.C.

F.G.H.

FFE

BFE

FINISH GRADE AT HYDRANT FINISH FLOOR ELEVATION BASEMENT FLOOR ELEVATION

WATER VALVE BOX FIRE HYDRANT WATER CURB STOP WELL STORM SEWER MANHOLE STORM SEWER SINGLE INTAKE STORM SEWER DOUBLE INTAKE FLARED END SECTION RD ROOF DRAIN / DOWNSPOUT DECIDUOUS TREE CONIFEROUS TREE DECIDUOUS SHRUB CONIFEROUS SHRUB () ELECTRIC POWER POLE GUY ANCHOR STREET LIGHT POWER POLE W/ TRANSFORMER UTILITY POLE W/ LIGHT ELECTRIC BOX ELECTRIC TRANSFORMER ELECTRIC MANHOLE OR VAULT TRAFFIC SIGN TELEPHONE JUNCTION BOX TELEPHONE MANHOLE/VAULT TELEPHONE POLE GAS VALVE BOX CABLE TV JUNCTION BOX CABLE TV MANHOLE/VAULT MAIL BOX BENCHMARK SOIL BORING UNDERGROUND TV CABLE GAS MAIN FIBER OPTIC —— — FO— — —— UNDERGROUND TELEPHONE OVERHEAD ELECTRIC ____ OE_ _ ___ UNDERGROUND ELECTRIC FIELD TILE ----SANITARY SEWER W/ SIZE _____8"S ____

EXISTING

SANITARY MANHOLE

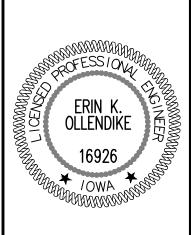
THE PROJECT REQUIRES AN IOWA NPDES PERMIT #2 AND CITY OF POLK CITY GRADING PERMIT. CIVIL DESIGN ADVANTAGE WILL PROVIDE THE PERMITS AND THE INITIAL STORM WATER POLLUTION PREVENTION PLAN (SWPPP) FOR THE CONTRACTORS USE DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR UPDATING THE SWPPP THROUGHOUT CONSTRUCTION AND MEETING LOCAL, STATE AND FEDERAL REQUIREMENTS.

STORM SEWER W/ SIZE

WATER MAIN W/ SIZE

ALL CONSTRUCTION MATERIALS, DUMPSTERS, DETACHED TRAILERS OR SIMILAR TEMS ARE PROHIBITED ON PUBLIC STREETS OR WITHIN THE PUBLIC R.O.W.

THE 2020 EDITION OF THE SUDAS STANDARD SPECIFICATIONS, THE PUBLIC RIGHTS-OF-WAY ACCESSIBILITY GUIDELINES (PROWAG) AND ALL CITY SUPPLEMENTALS, IF APPLICABLE, SHALL APPLY TO ALL WORK ON THIS PROJECT UNLESS OTHERWISE NOTED.



HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

____15<u>" RC</u>P____

_____8"W ____

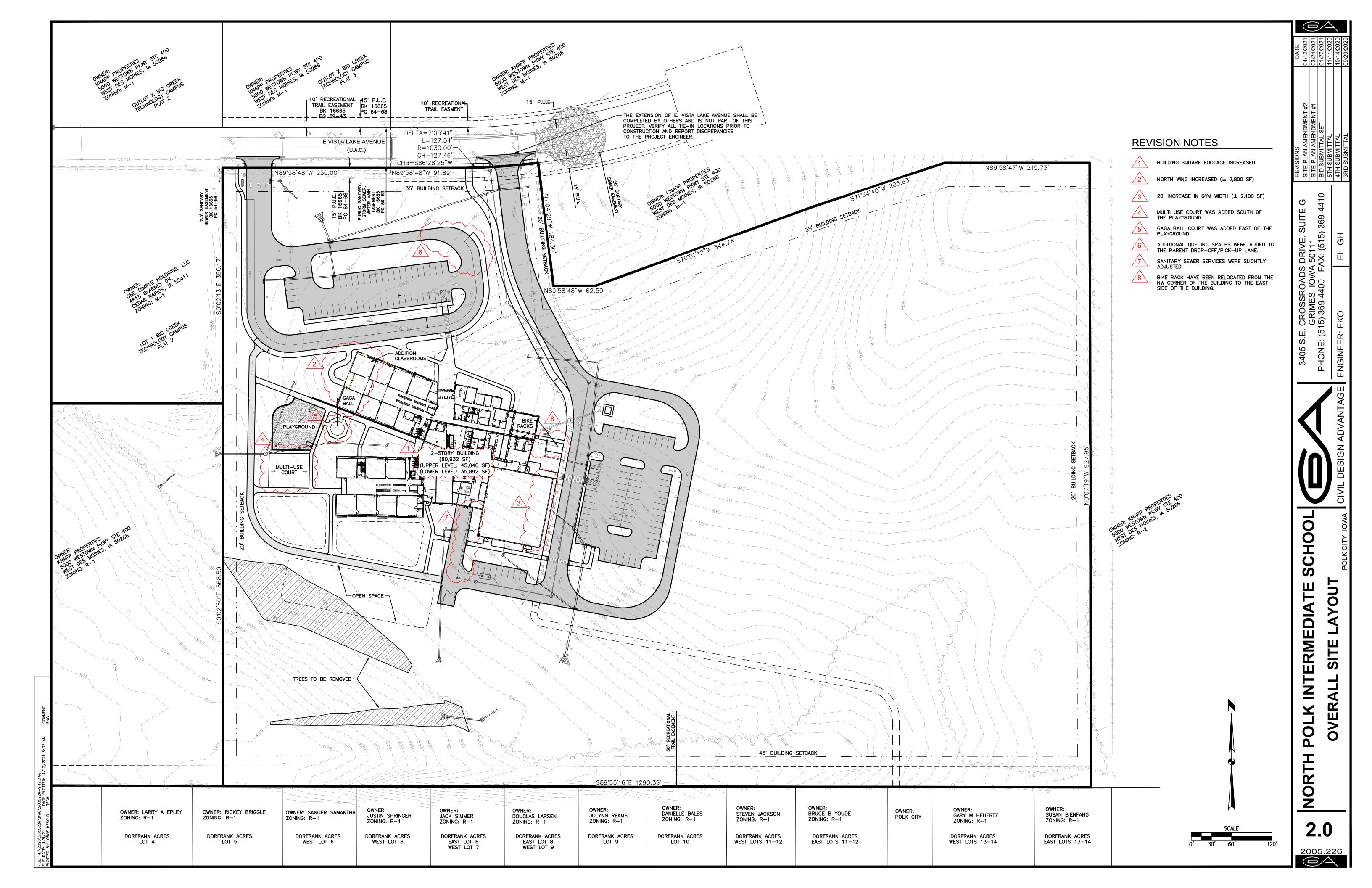
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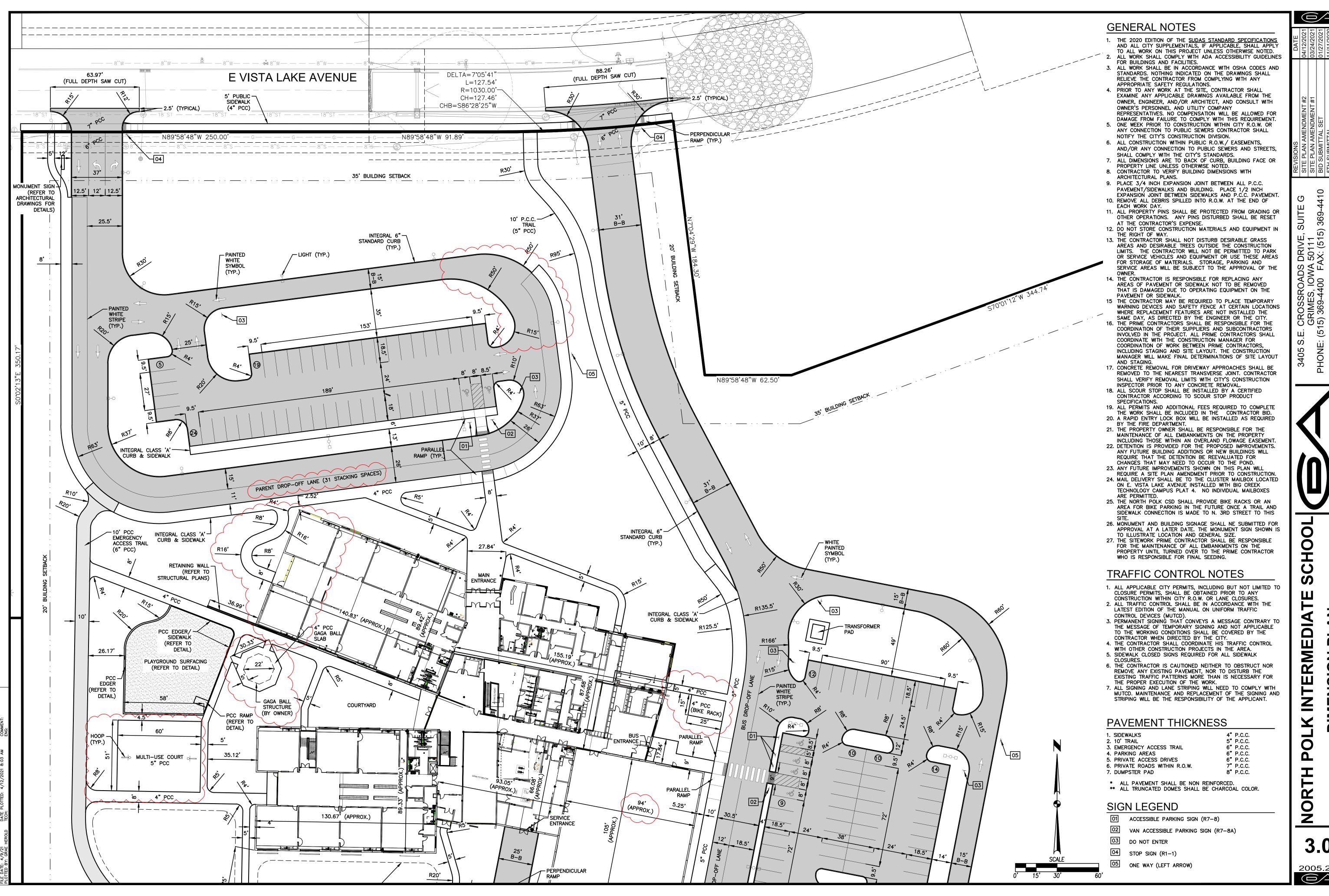
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RME

ERIN K. OLLENDIKE, P.E. LICENSE NUMBER 16926 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2021 PAGES OR SHEETS COVERED BY THIS SEAL:

1.0-6.1 & 8.0-8.4



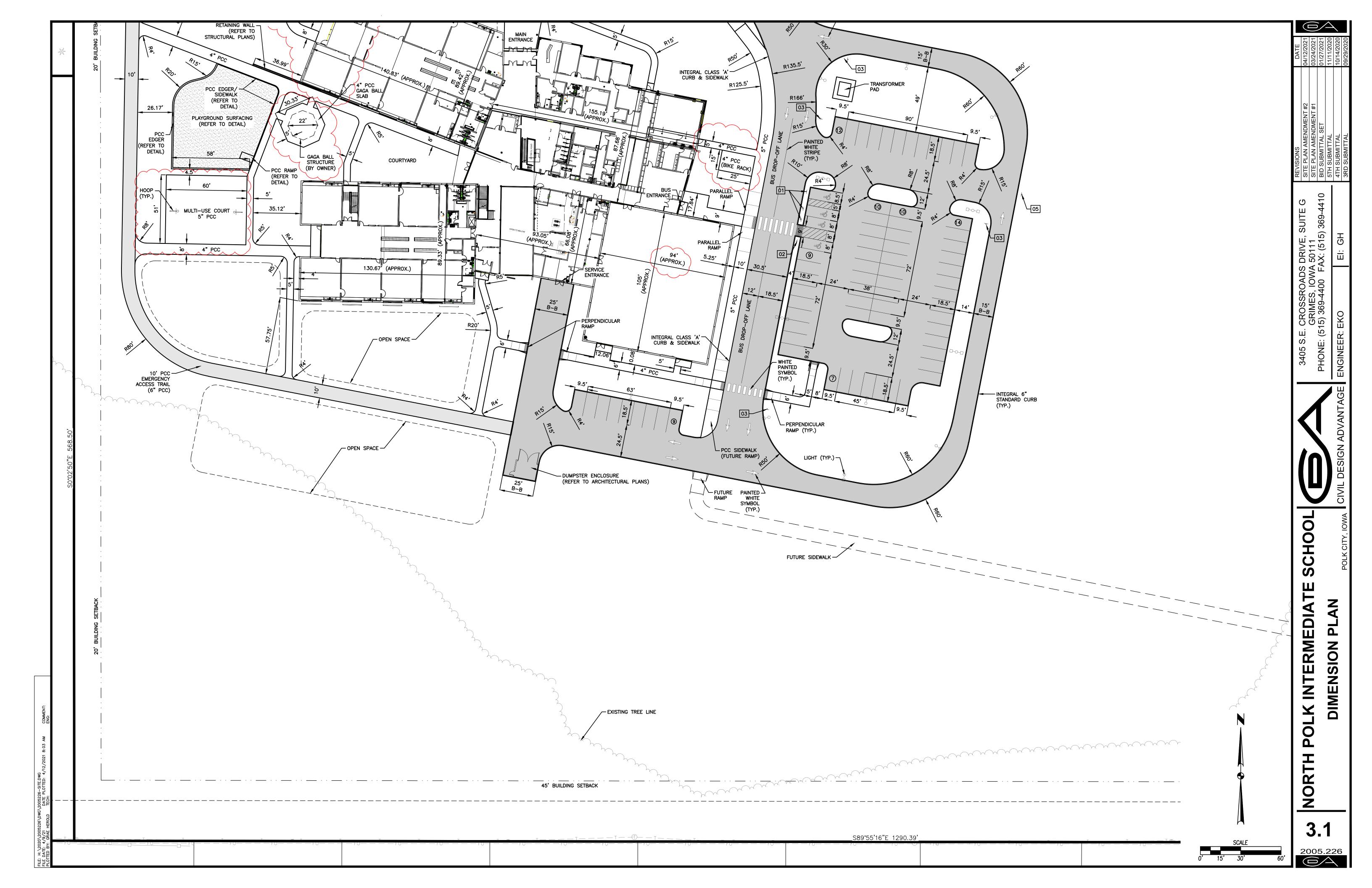




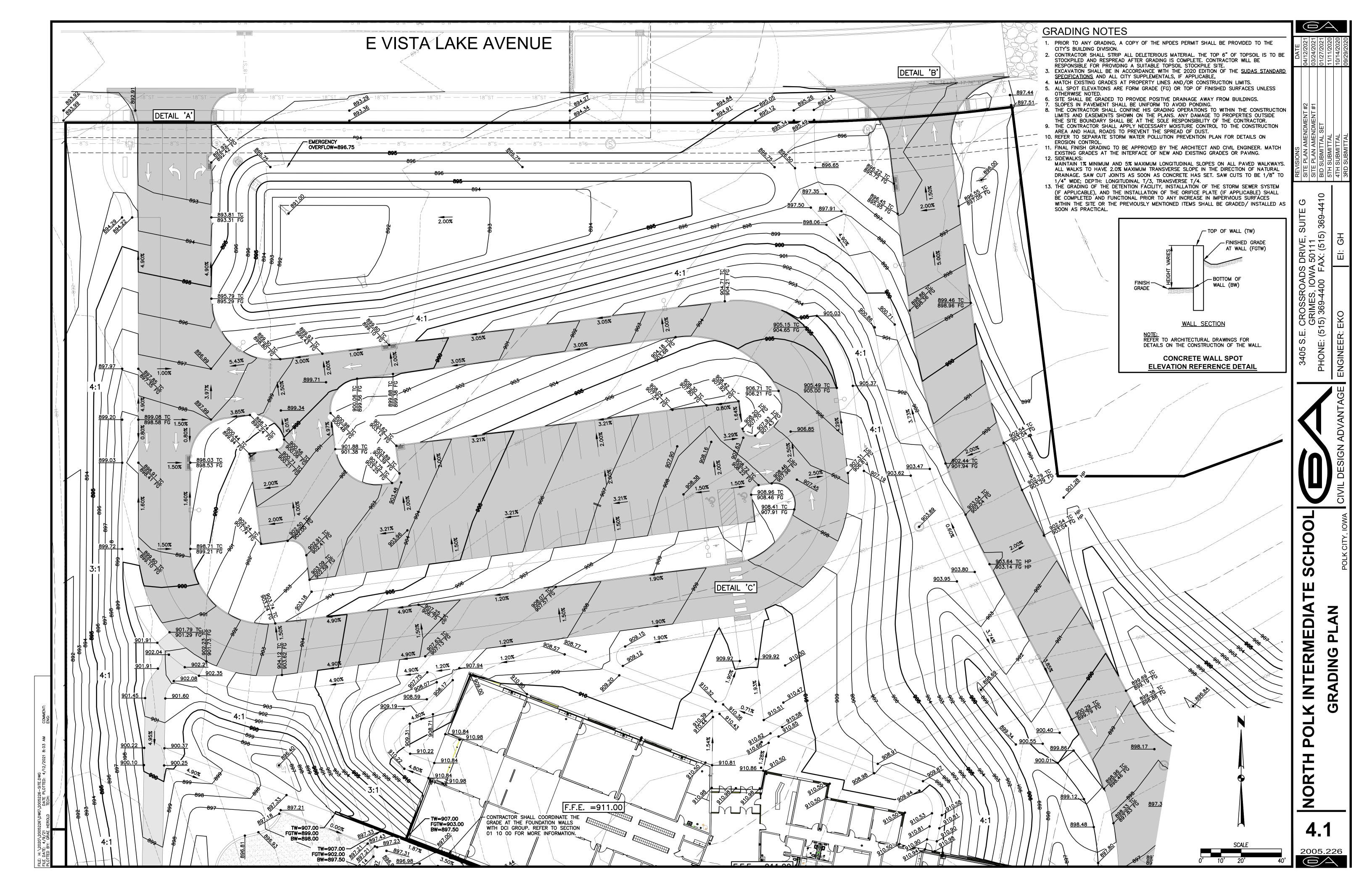
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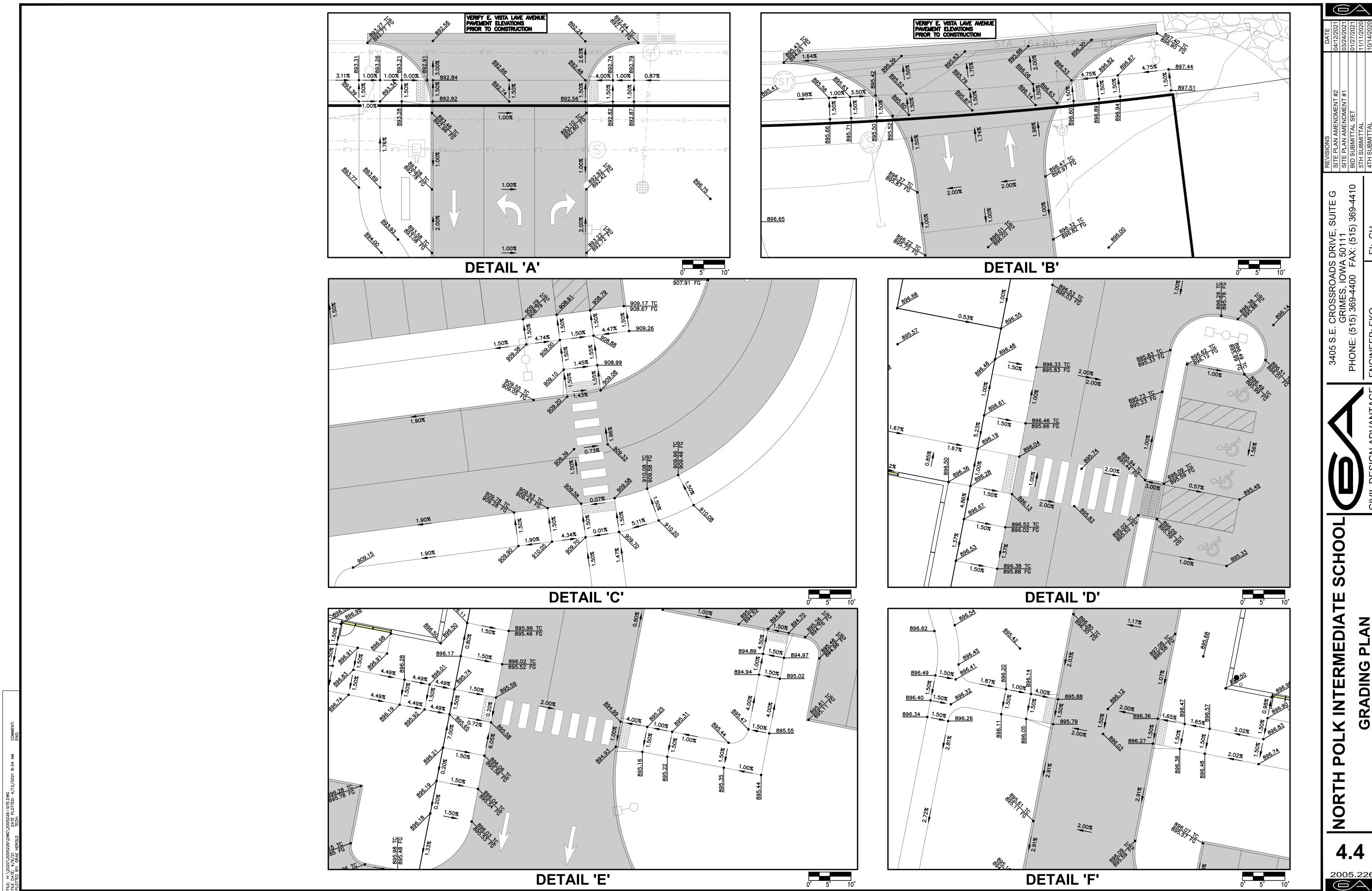






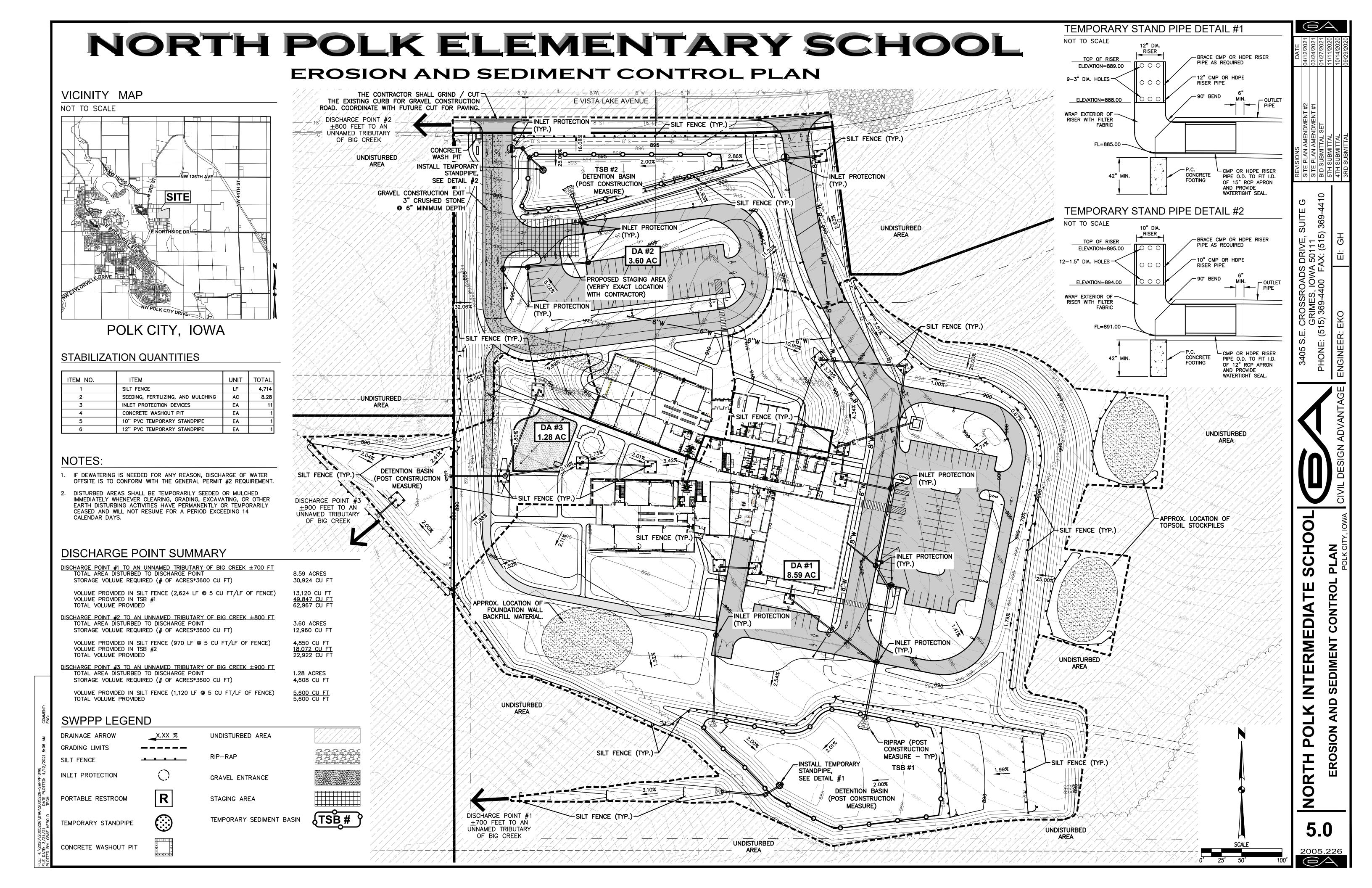


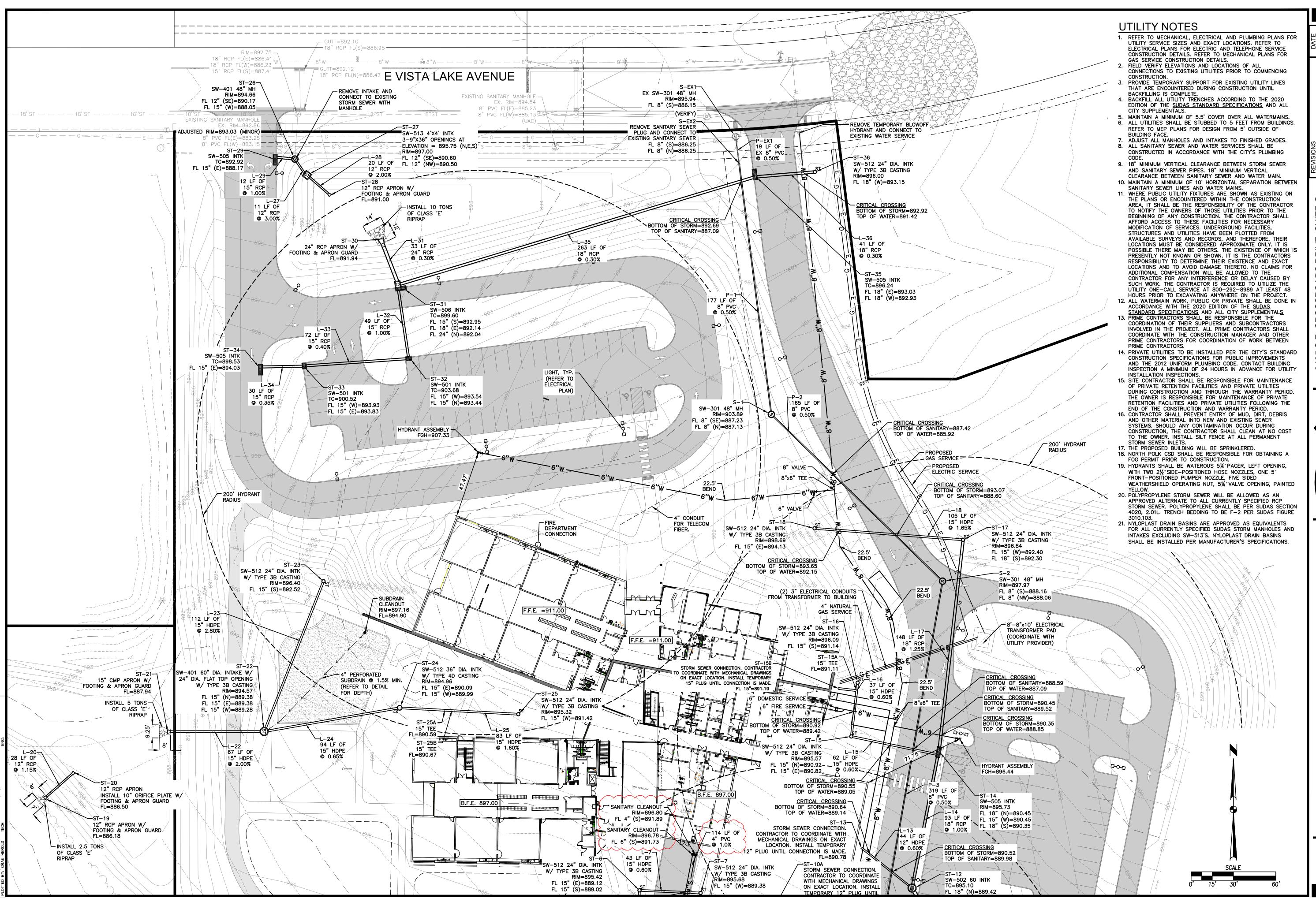




GRADING PLAN







: (515) 369-4410 BID SUBI 5TH SUB 11: GH 4TH SUB 3RD SUB

) 369-4400 FAX: (515) 369-CO EI: GH

3405 S.E. CROSSRO GRIMES, IC PHONE: (515) 369-440

CIVIL DESIGN ADVANTA

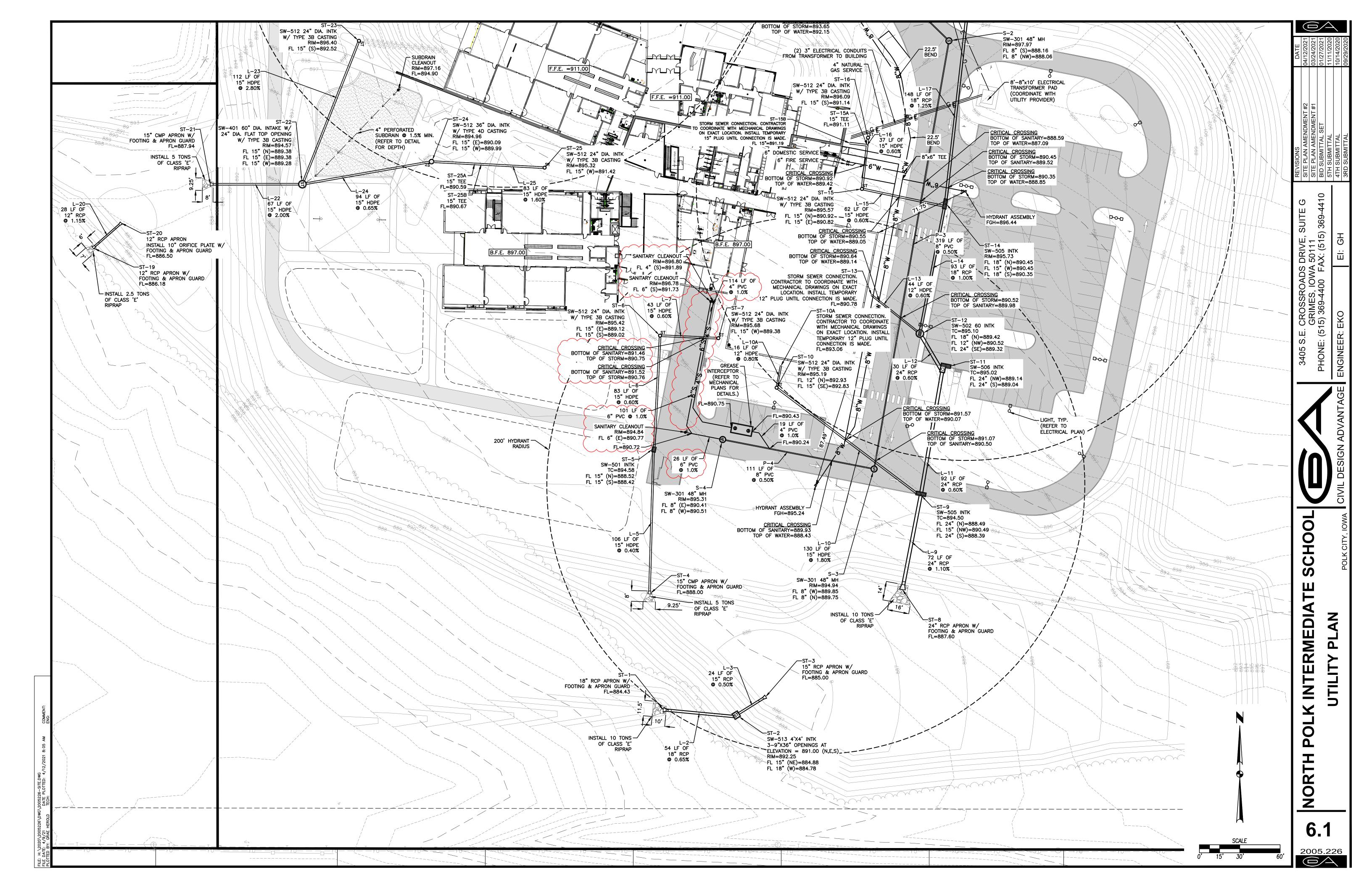
OLK CITY, IOWA

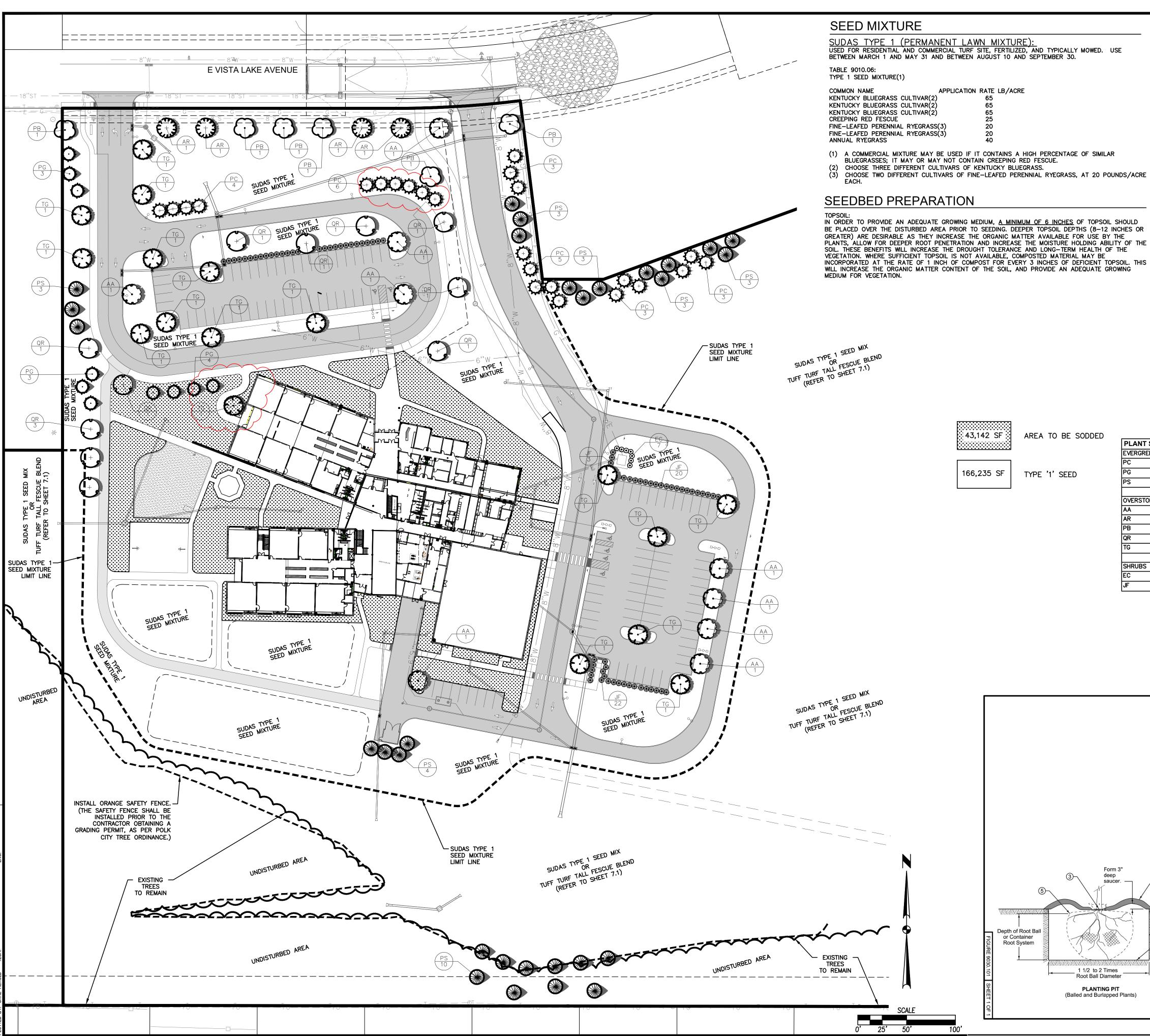
OLK INTERMEDIA
UTILITY PLAN

NORTH POLK

6.0

2005.226





LANDSCAPE NOTES

- 1. THE 2020 EDITION OF THE <u>SUDAS STANDARD SPECIFICATIONS</u> AND CITY OF POLK CITY SUPPLEMENTAL SPECIFICATIONS, IF APPLICABLE, SHALL APPLY TO ALL WORK ON THIS PROJECT UNLESS OTHERWISE NOTED.
- 2. LOCATE ALL UTILITIES BEFORE ANY PLANTING BEGINS.
- 3. TYPE, SIZE, AND QUALITY OF PLANT MATERIAL SHALL CONFORM TO THE MOST CURRENT EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK ANSI Z60.1
- 4. ALL PLANT MATERIAL SHALL BE HEALTHY SPECIMENS WITHOUT DEFORMITIES, VOIDS AND OPEN SPACES, WITH WELL DEVELOPED BRANCH AND ROOT SYSTEMS; TRUE TO HEIGHT, SHAPE AND CHARACTER OF GROWTH OF THE SPECIES OR VARIETY.
- 5. SUDAS TYPE '1' SEED OR SOD ALL DISTURBED AREAS AS SHOWN ON PLAN.
- 6. BACKFILL TO TOP OF CURB. (MINUS 1 1/2" FOR SOD, IF REQ.)
- 7. WEED PREVENTER (PRE-EMERGENT) SHALL BE SPREAD OVER SOIL AFTER PLANTING AND BEFORE MULCHING IN ALL PLANTING BEDS PER MANUFACTURER'S RECOMMENDATIONS.
- SHREDDED HARDWOOD MULCH SHALL BE PLACED AROUND ALL TREES, SHRUBS AND IN ALL PLANTING BEDS TO A MINIMUM DEPTH OF 3". ALL GROUPS OF MORE THAN ONE SHRUB SHALL BE MULCHED IN A CONTINUOUS BED, SEPARATED FROM TURF BY A 3" SPADE-CUT EDGE. MULCH AROUND ALL CONIFEROUS TREES SHALL BE A 6' DIAMETER CIRCLE. ALL EDGING SHALL BE SPADE-CUT EDGE.
- 9. PLANT QUANTITIES ARE SHOWN FOR INFORMATION ONLY, THE DRAWING SHALL PREVAIL IF ANY CONFLICTS ARISE.
- 10. ALL DEBRIS SPILLED IN THE PUBLIC R.O.W. SHALL BE PICKED UP BY THE CONTRACTOR AT THE END OF EACH WORK DAY.
- 11. CONTRACTOR SHALL WARRANTY ALL PLANT MATERIALS FOR A PERIOD OF ONE YEAR FROM DATE OF INSTALLATION.
- 12. CONTRACTOR SHALL PROVIDE IRRIGATION DESIGN TO OWNER FOR APPROVAL
- 13. ALL GROUND MOUNTED MECHANICAL UNITS SHALL BE SCREENED FROM VIEW FROM THE PUBLIC STREET WITH LANDSCAPING AS SHOWN ON THE LANDSCAPING PLAN.
- 14. ALL ROOF MOUNTED MECHANICAL UNITS SHALL BE SCREENED FROM VIEW FROM THE PUBLIC STREET

LANDSCAPE REQUIREMENTS

R-1 ZONING OPEN SPACE REQUIRED

TREES PROVIDED

= 0 SF (0%)

PARKING LOT LANDSCAPING 20% OF PAVEMENT SHALL BE SHADED

PAVEMENT

Compact Burning Bush

73 | Sea Green Juniper

104,871 x 20% 20,974/ 700

= 30 TREES = 30 TREES

118" HEIGHT

18" HEIGHT

= 104,871 SF

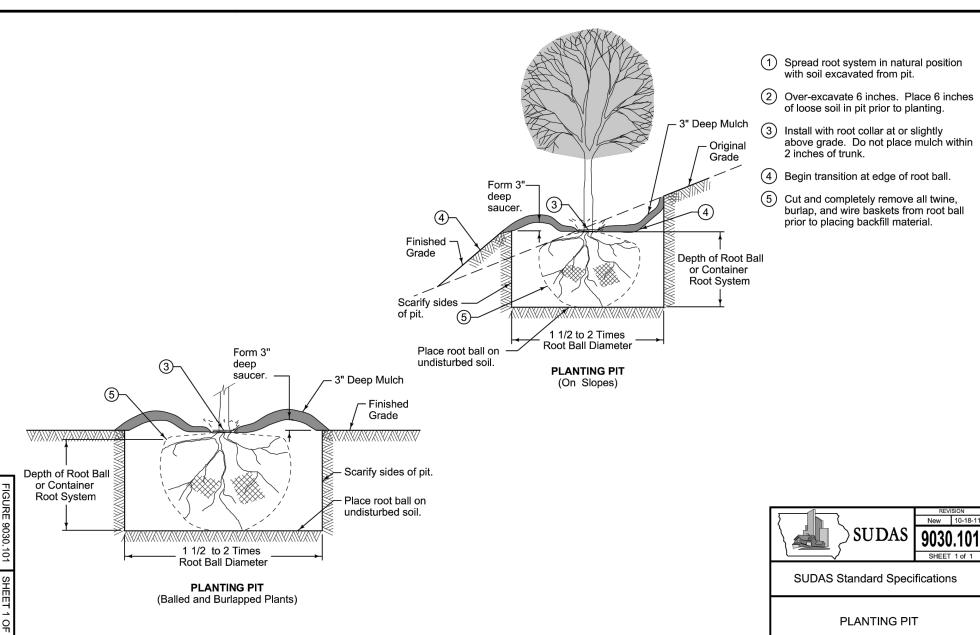
= 20,974 SF

PLANT SCHEDULE EVERGREEN TREES QTY COMMON NAME CONDITION AND SIZE BOTANICAL NAME 24 Blue Spruce B&B, 8' HEIGHT Picea pungens 'Colorado Green' 10 Colorado Blue Spruce Picea pungens 'Glauca B&B, 6' HEIGHT 29 White Pine Pinus strobus B&B, 8' HEIGHT

OVERSTORY TREES QTY COMMON NAME **BOTANICAL NAME** CONDITION AND SIZE Autumn Blaze Red Maple | Acer rubrum 'Autumn Blaze' B&B, 2" CALIPER Acer rubrum B&B, 2" CALIPER Red Maple London Plane Tree Platanus x acerifolia 'Bloodgood' B&B, 2" CALIPER Red Oak B&B, 2" CALIPER Quercus rubra Tilia cordata 'Greenspire' B&B, 2" CALIPER Greenspire Linden **BOTANICAL NAME** CONDITION AND SIZE QTY COMMON NAME

Euonymus alatus 'Compactus'

Juniperus chinensis 'Sea Green'

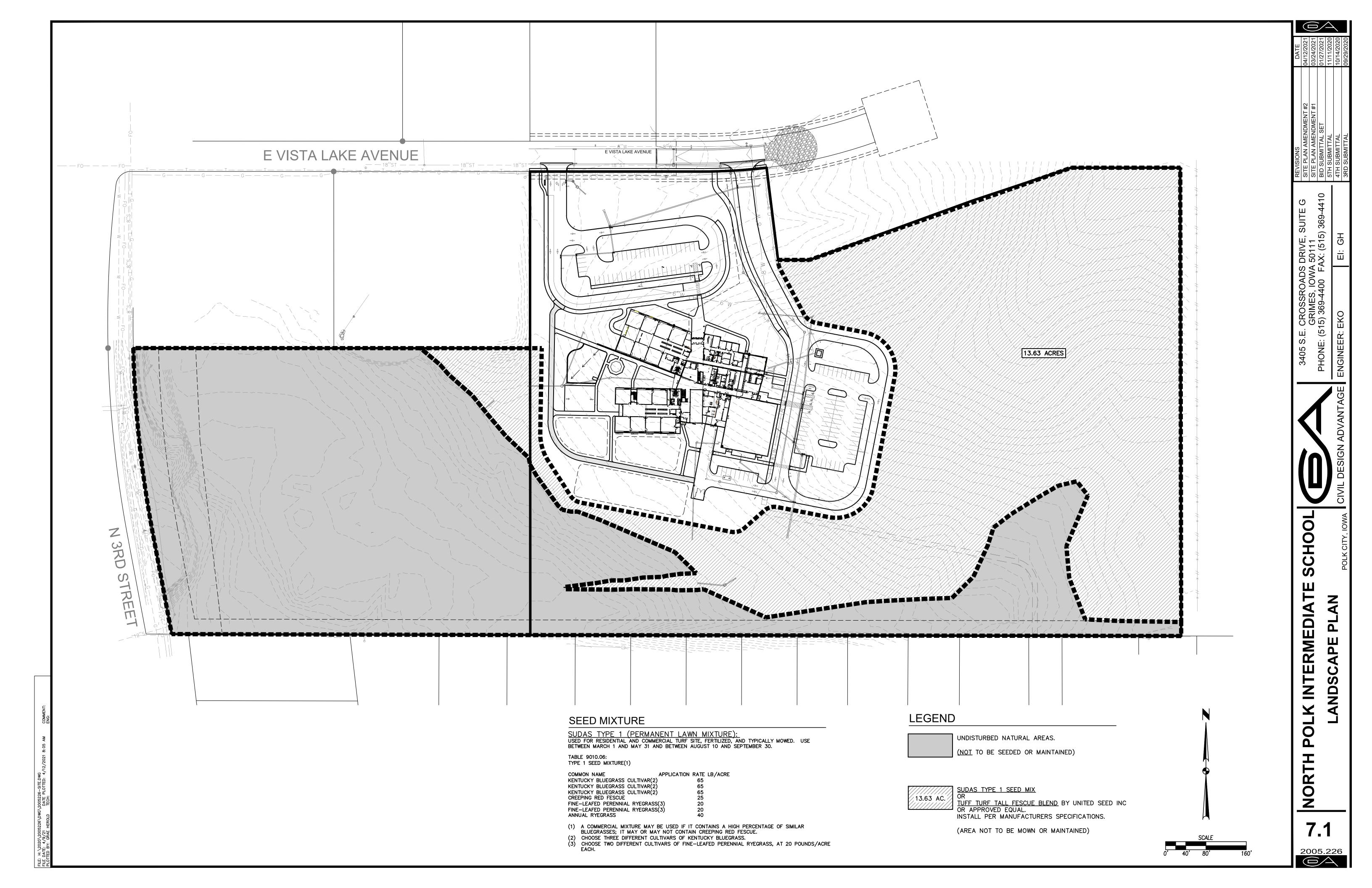


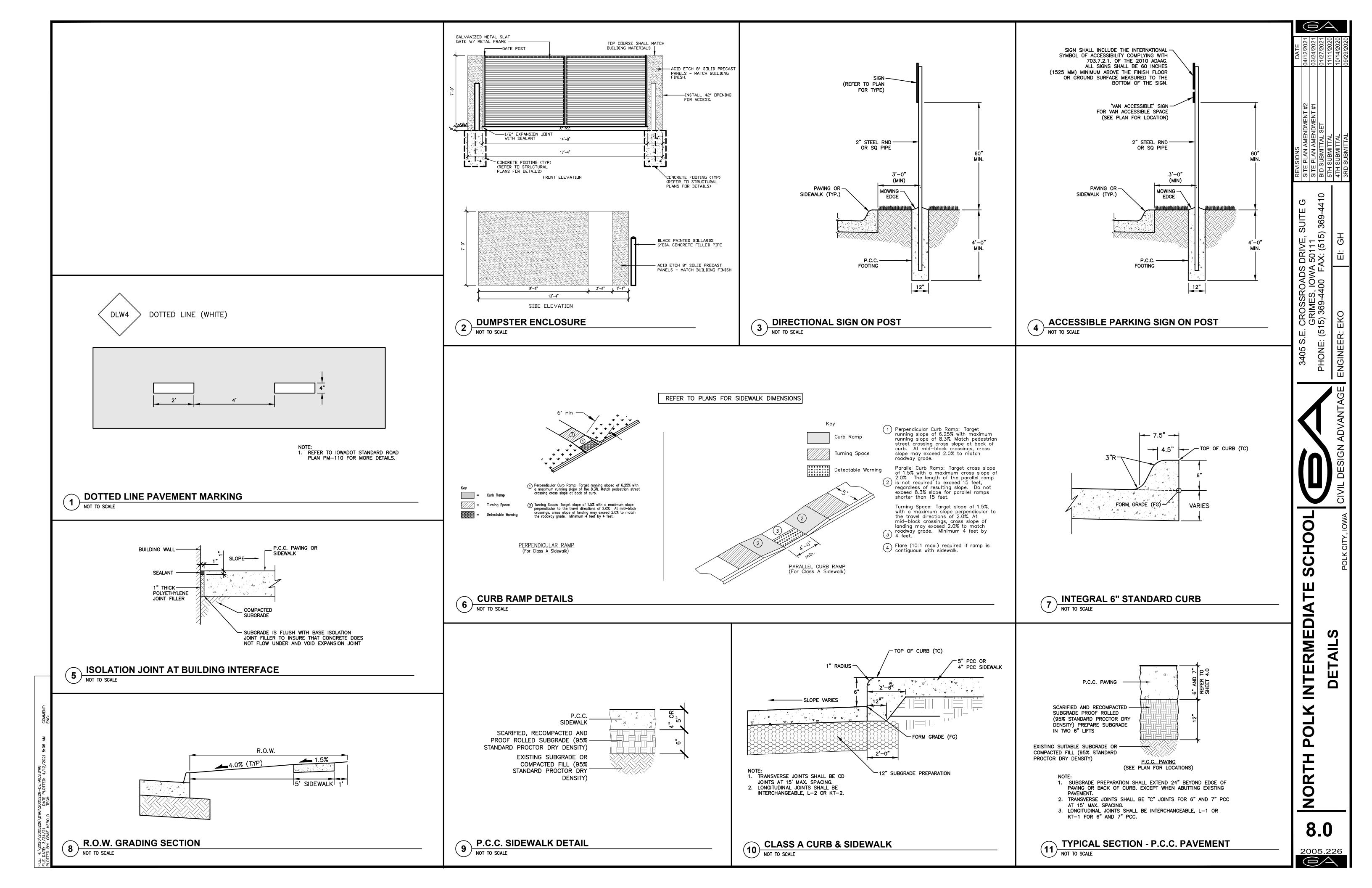
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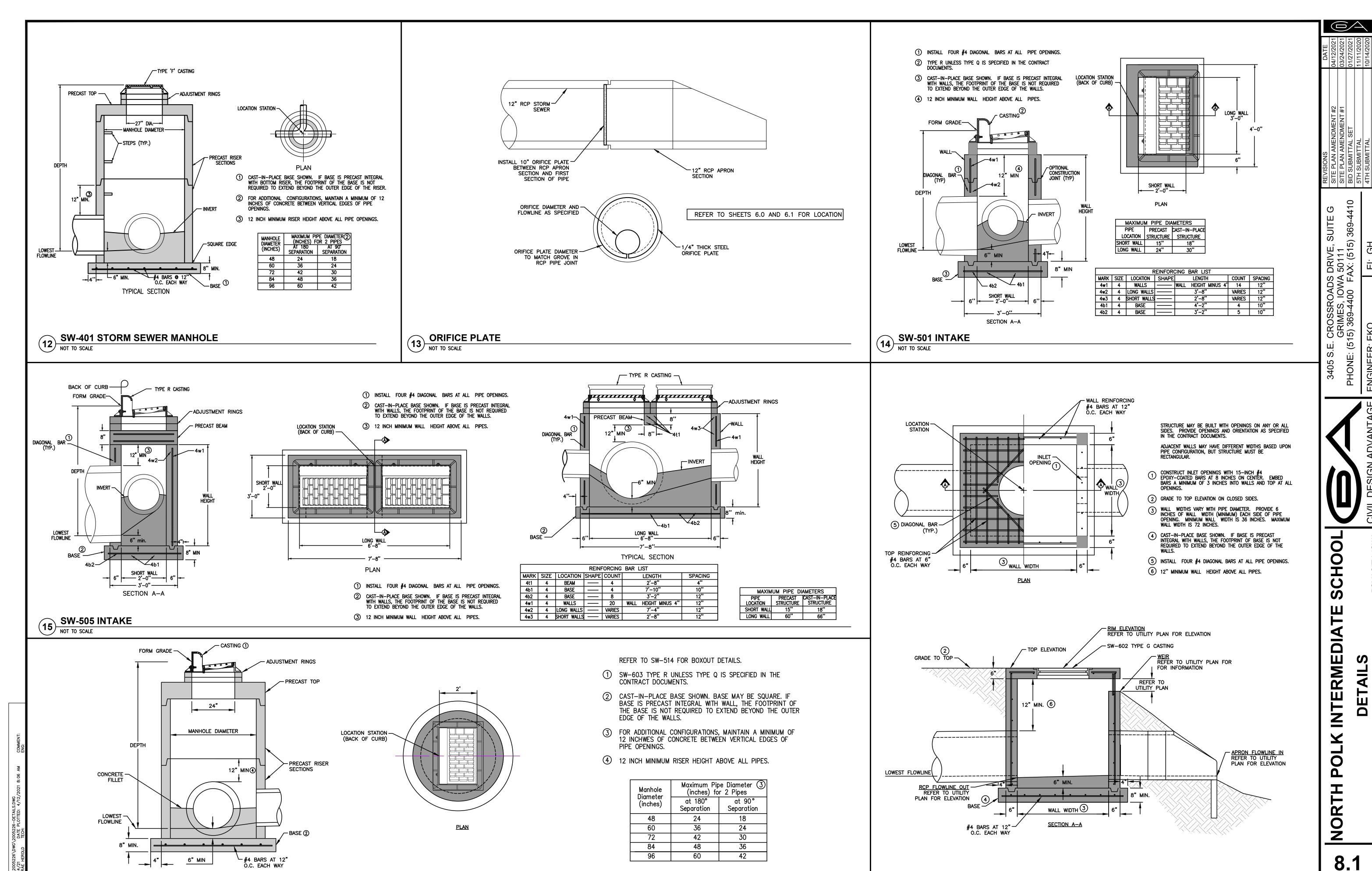
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2005.226







SW-513 INTAKE

17 SW-513
NOT TO SCALE

TYPICAL SECTION

SW-502 INTAKE

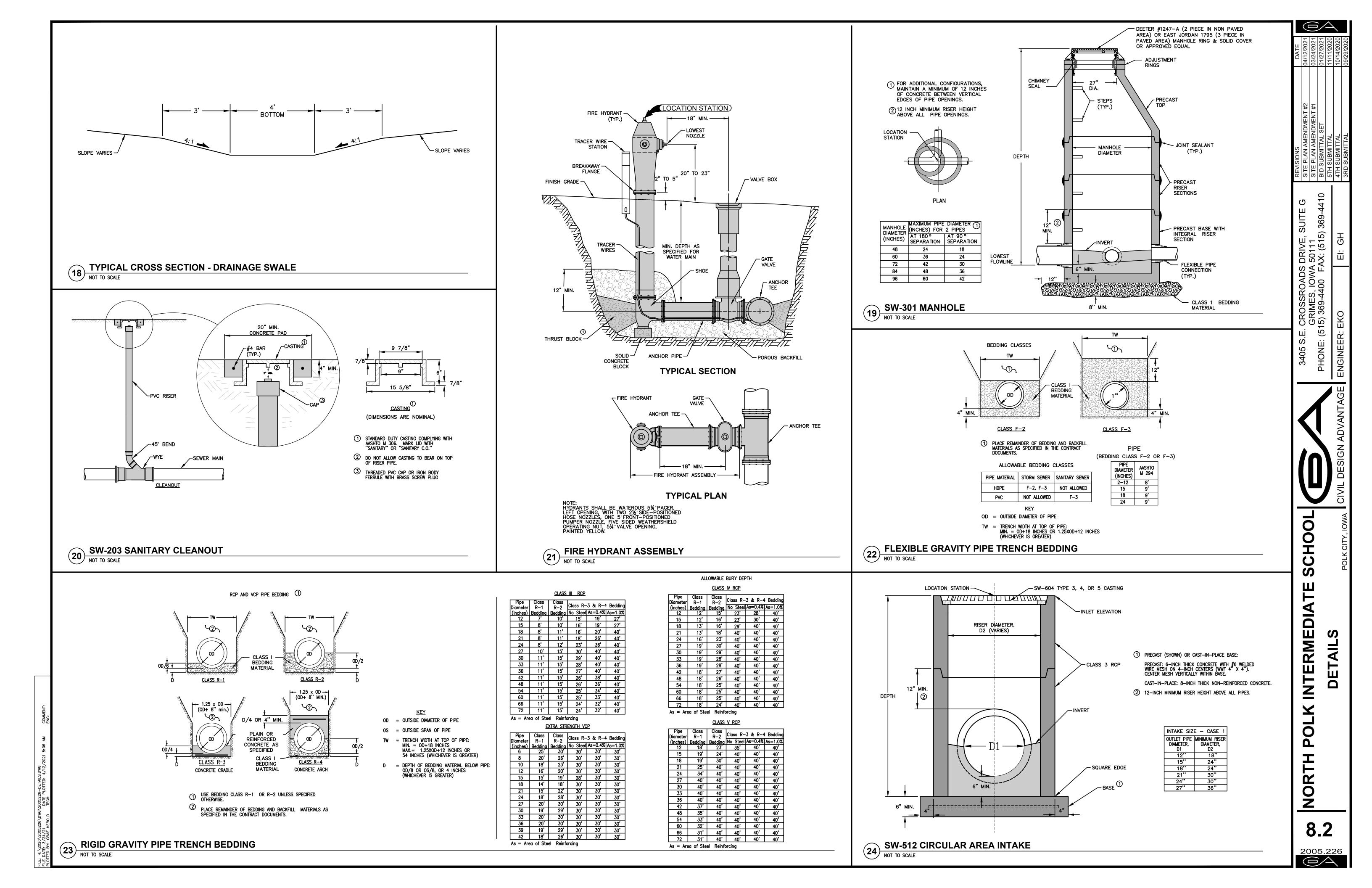
(16) NOT TO SCALE

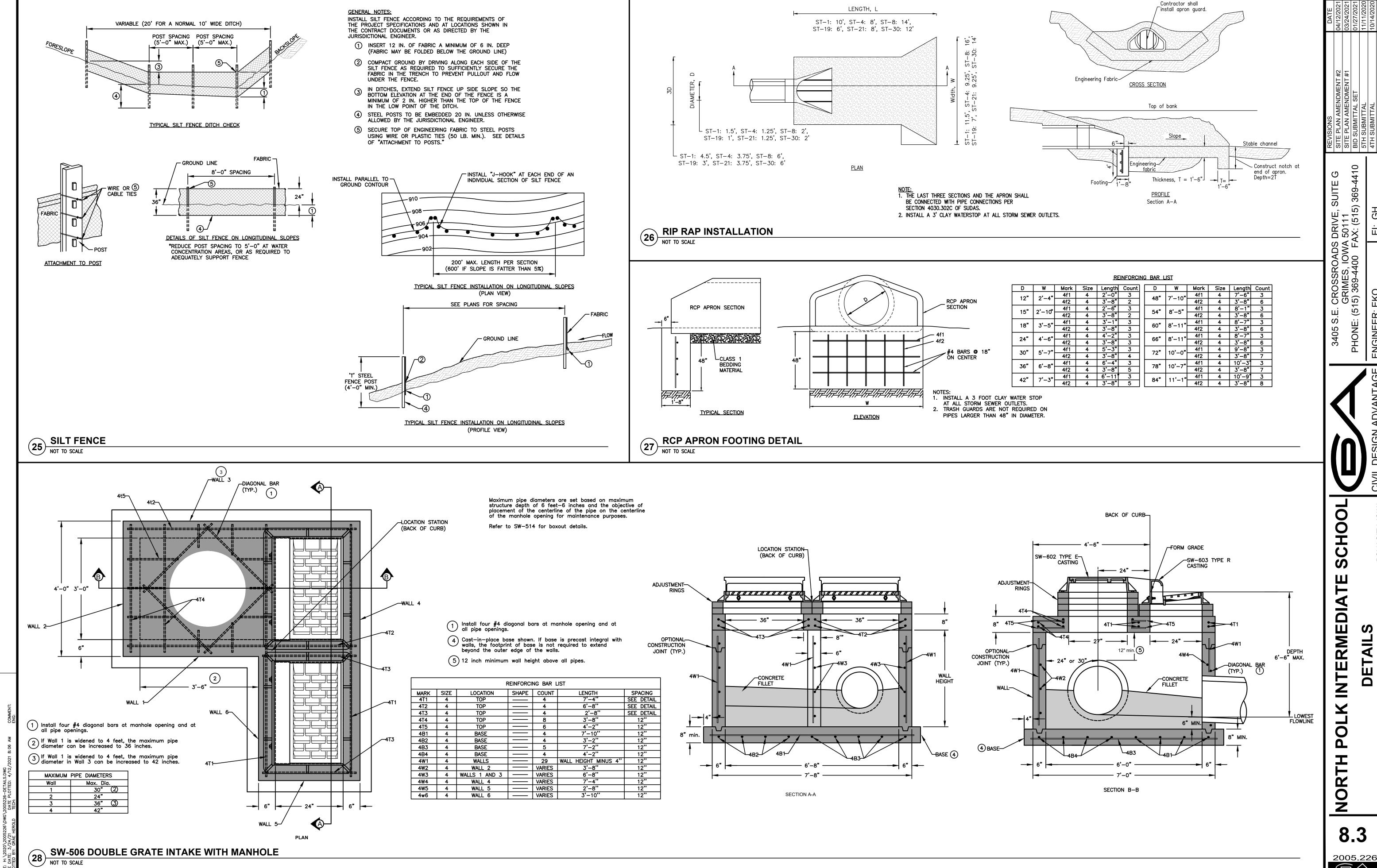
DETAIL

2005.226

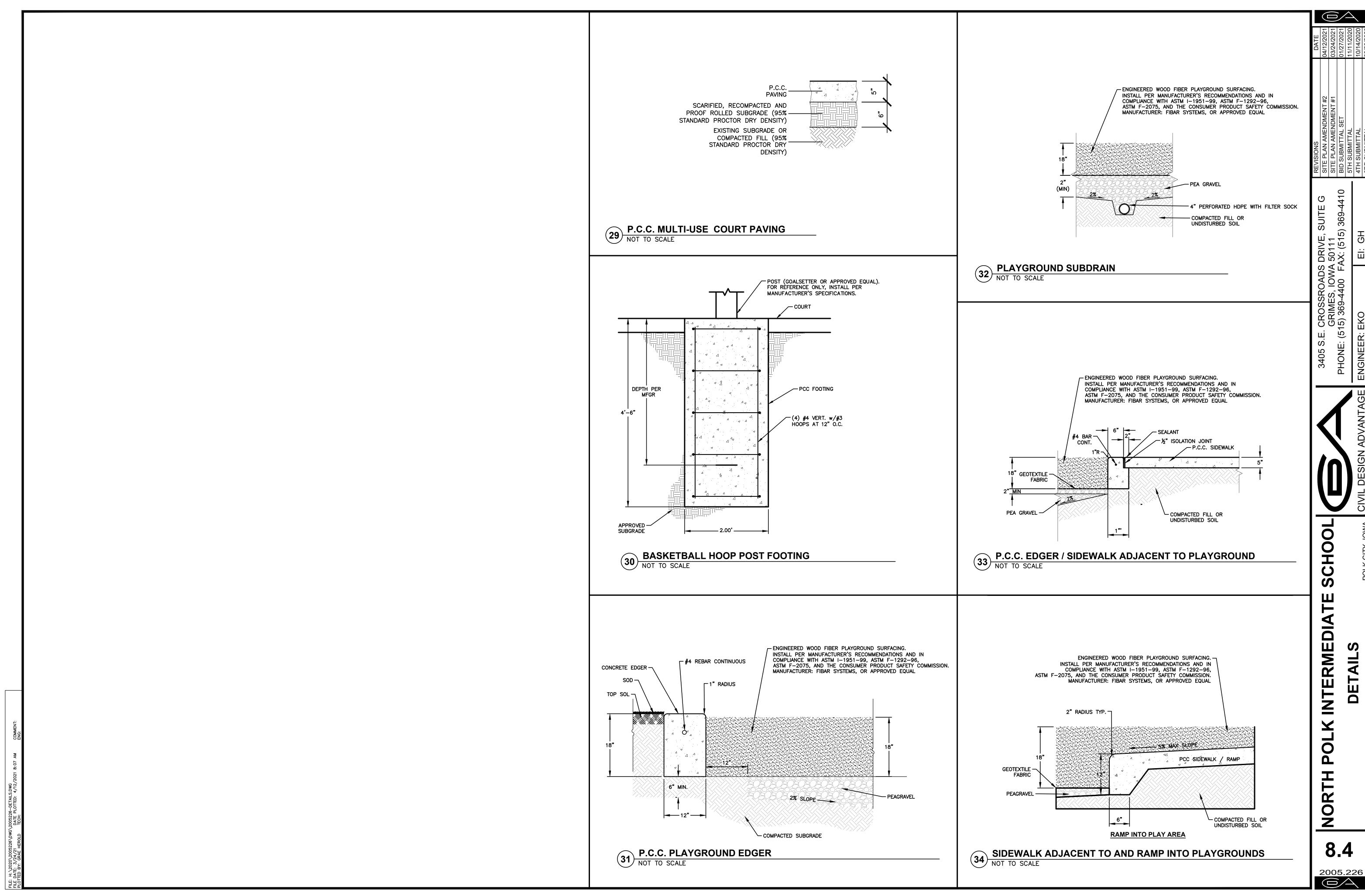
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PHONE:





2005.226





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Owner NORTH POLK CSD 13930 NE 6TH STREET ALLEMAN, IA 50007

NORTH POLK INTERMEDIATE SCHOOL 340 E VISTA LAKE AVENUE POLK CITY, IA 50226

Construction Manager **DCI GROUP** 220 SE 6TH STREET, STE. 200 DES MOINES, IA 50309 P. 515-2245043 CONTACT: KELSEY JOHNSON EVELAND

Civil Engineer CIVIL DESIGN ADVANTAGE LLC 3405 SE CROSSROADS DRIVE, STE. G GRIMES, IA 50111

P. 515-369-4400 CONTACT: ERIN OLENDIKE Structural Engineer RAKER RHODES ENGINEERING LLC 4717 GRAND AVENUE

DES MOINES, IA 50312 P. 515-953-9777 CONTACT: JOHN RHODES MEPT Engineer MODUS ENGINEERING 130 EAST 3RD STREET, STE 300

P. 515-251-7280 CONTACT: ALEX TIETZ Food Service Consultant RIPPE ASSOCIATES 10400 YELLOW CIRCLE DRIVE, STE 100 MINNEAPOLIS, MN 55343

P. 952-933-0313 CONTACT: TERRY PELLEGRINO

DES MOINES, IA 50309

Key Plan Revision Description 04 ADD ADDENDUM #4

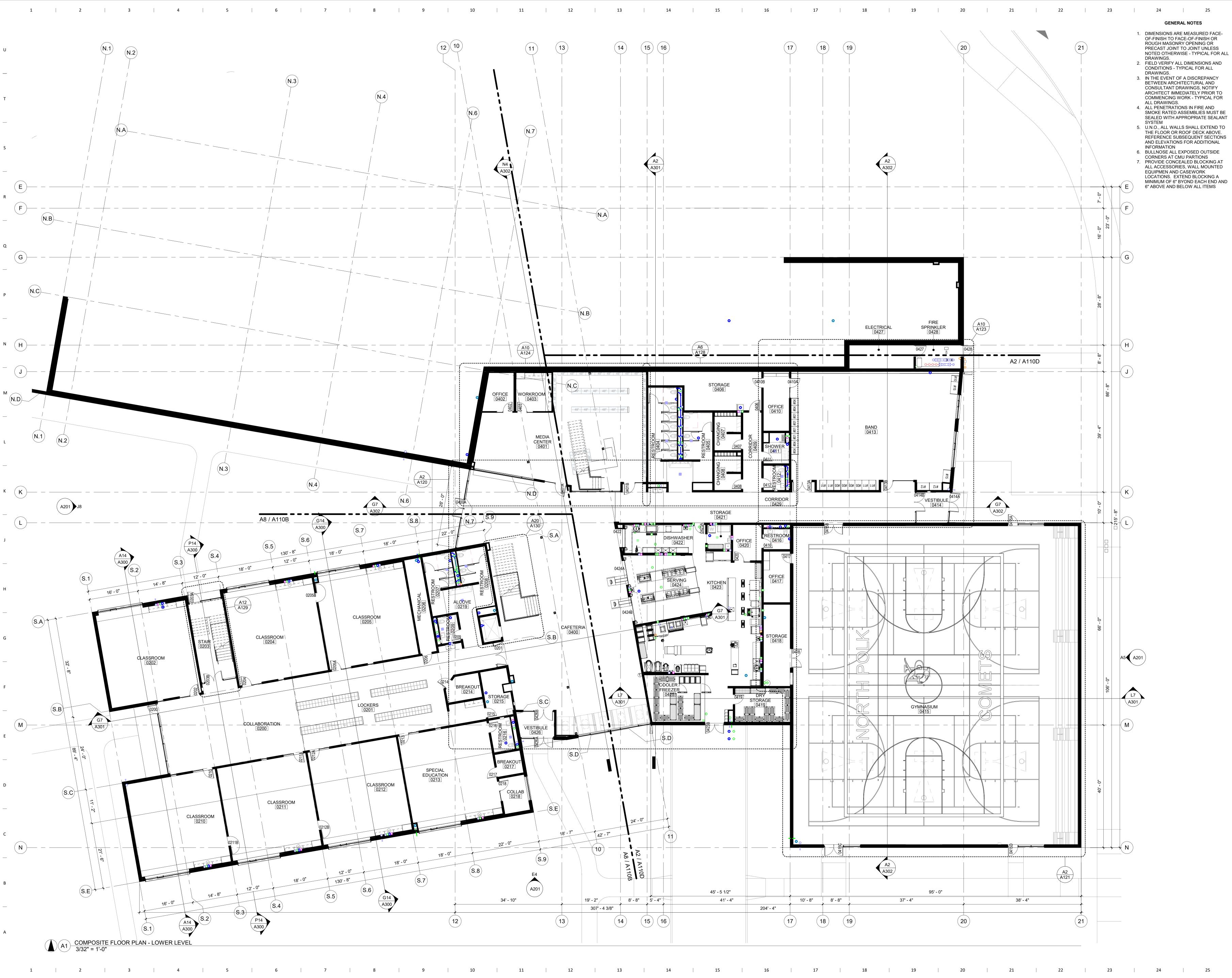
OPN Project No. 20807000

Sheet Issue Date **BID DOCUMENTS**

Sheet Name **EXTERIOR ELEVATIONS**

Sheet Number

A201



O P N

A R C H L T E C T S

ARCHITECT :

100 Court Ave., Suite 100
Des Moines, IA 50309
P: 515-309-0722

F: 515-309-0725

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NORTH POLK CSD

13930 NE 6TH STREET
ALLEMAN, IA 50007

NORTH POLK INTERMEDIATE SCHOOL

340 E VISTA LAKE AVENUE
POLK CITY, IA 50226

Construction Manager

DCI GROUP

220 SE 6TH STREET, STE. 200

DES MOINES, IA 50309

P. 515-2245043

CONTACT: KELSEY JOHNSON EVELAND

Civil Engineer

CIVIL DESIGN ADVANTAGE LLC

3405 SE CROSSROADS DRIVE, STE. G

GRIMES, IA 50111

P. 515-369-4400

CONTACT: ERIN OLENDIKE

CONTACT: ERIN OLENDIKE

Structural Engineer

RAKER RHODES ENGINEERING LLC

4717 GRAND AVENUE

DES MOINES, IA 50312

P. 515-953-9777
CONTACT: JOHN RHODES

MEPT Engineer

MODUS ENGINEERING

130 EAST 3RD STREET, STE 300

130 EAST 3RD STREET, STE 300
DES MOINES, IA 50309
P. 515-251-7280
CONTACT: ALEX TIETZ
Food Service Consultant

RIPPE ASSOCIATES

10400 YELLOW CIRCLE DRIVE, STE 100
MINNEAPOLIS, MN 55343
P. 952-933-0313
CONTACT: TERRY PELLEGRINO

ay Plan

A

C

B

D

A

T11°

20807000 Sheet Issue Date

Sheet Name

COMPOSITE FLOOR PLAN LOWER LEVEL

A100



1. DIMENSIONS ARE MEASURED FACE-OF-FINISH TO FACE-OF-FINISH OR ROUGH MASONRY OPENING OR PRECAST JOINT TO JOINT UNLESS

NOTED OTHERWISE - TYPICAL FOR ALL 2. FIELD VERIFY ALL DIMENSIONS AND CONDITIONS - TYPICAL FOR ALL 3. IN THE EVENT OF A DISCREPANCY BETWEEN ARCHITECTURAL AND CONSULTANT DRAWINGS, NOTIFY ARCHITECT IMMEDIATELY PRIOR TO

COMMENCING WORK - TYPICAL FOR 4. ALL PENETRATIONS IN FIRE AND SMOKE RATED ASSEMBLIES MUST BE SEALED WITH APPROPRIATE SEALANT

5. U.N.O., ALL WALLS SHALL EXTEND TO THE FLOOR OR ROOF DECK ABOVE. REFERENCE SUBSEQUENT SECTIONS AND ELEVATIONS FOR ADDITIONAL 6. BULLNOSE ALL EXPOSED OUTSIDE CORNERS AT CMU PARTIONS 7. PROVIDE CONCEALED BLOCKING AT ALL ACCESSORIES, WALL MOUNTED EQUIPMEN AND CASEWORK LOCATIONS. EXTEND BLOCKING A MINIMUM OF 6" BYOND EACH END AND

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> **NORTH POLK CSD** 13930 NE 6TH STREET ALLEMAN, IA 50007

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Food Service Consultant

RIPPE ASSOCIATES 10400 YELLOW CIRCLE DRIVE, STE 100 MINNEAPOLIS, MN 55343 P. 952-933-0313 CONTACT: TERRY PELLEGRINO

20807000

UPPER LEVEL

COMPOSITE FLOOR PLAN -

A101



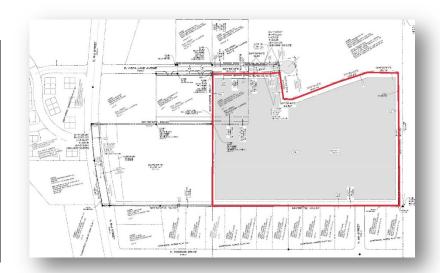
SITE PLAN REVIEW

Date: April 16, 2021 Compiled by: Kathleen Connor, Planner

Project: North Polk Intermediate School Project No.: 121.0306.01

GENERAL INFORMATION:

Applicant:	North Polk CSD
Owner:	Knapp Properties
Requested Action:	Approval of Site Plan
Location	Lot 1, BCTC Plat 4
Size:	26 acres
Zoning:	M-1
Propose Use:	Upper Elementary School



ORIGINAL SITE PLAN:

On October 26, City Council approved the Site Plan for North Polk Intermediate School comprised of a two-story building 71,800 square foot building (Upper level: 41,000 sf; Lower level: 30,800 sf) with 14 classrooms, designed to accommodate 400 students, along with two flex rooms, five special education rooms, sensory room, and three large collaboration areas. The building also includes a computer lab, two media centers, learning lab, art room, vocal music room, band room, and gymnasium, kitchen, cafeteria, and administration.

Site improvements include two parking lots, parent drop-off/pick-up lane, and separate bus lane. A courtyard area is indicated between the two classroom wings. A playground area is designated west of the courtyard.

AMENDED SITE PLAN:

On December 1, 2020, a site plan amendment was approved administratively to accommodate a larger gym since this change did not impact parking, utilities, or other site improvements. The gym was widened by approximately 20', for a total increase of 2,992 square feet. The bus lane, east of the gym, moved easterly approximately 10 feet to accommodate this change.

PROPOSED SITE PLAN AMENDMENT:

North Polk Community School District would like to amend their site plan to include additional classrooms on the west side of the north wing of the upper floor building, bringing the total to 19 classrooms. The building is now proposed to be 80,932 sf (Upper level: 45,040 sf; Lower level: 35,892 sf) which is 9,132 square feet larger than the originally approved Site Plan. The maximum capacity of the building is now anticipated to be 450 students.

In addition to the 20 classrooms, the building will include three special education rooms and three large collaboration areas. The building also includes a computer lab, two media centers, learning lab, art room, vocal music room, band room, and gymnasium, kitchen, cafeteria, restrooms, administration and support spaces.

With the increase to 450 students, the queueing lane is being extended somewhat, but is still at the lowest end of the 675'- 900' length recommended per available guidance. Since the queueing spaces downstream of the building entrance may not be used, or used efficiently, further extension of the queuing lane would likely not solve traffic congestion on E. Vista Lake Avenue, should it be a problem. Downstream queueing spaces along the circle drive could also be problematic by creating issues with pedestrians (students) cutting through the parking lot instead of using the sidewalk. As a result, additional queueing storage cannot effectively be provided on-site, even though it may be needed, particularly if the school proposes to add additional classrooms or a third wing to this building or construct a second building. To resolve this issue, a right-turn lane on E. Vista Lake Avenue would reduce conflicts between eastbound right turning and through-moving vehicles. Since it is difficult to predict with certainty when, and if, such a turn lane may be needed due to a number of factors (actual number of students being dropped off and picked up, busing levels, driver behavior such as early arrivals, how efficiently students are loaded, etc.), we recommend an agreement be reached between City Council and the School regarding this potential future turn lane prior to Council approval of the site plan.

There was no need to update the traffic impact study at this time based on 450 students, as compared to the original 400 students, although the increased number of students may provide additional justification for traffic-related improvements to the N. 3rd/Vista Lake intersection.

This Site Plan Amendment includes a detail for the monument sign to be located near the west driveway, designed to match the building.

AGREEMENTS: Prior to Council approval of the Site Plan, City Council should consider:

- A. As per Council approval of the original Site Plan for North Polk, no further permits shall be issued until an agreement between the City and the School District is reached regarding the needed traffic-related improvements at N. 3rd Street and Vista Lake Avenue intersection.
- B. We recommend a Petition & Waiver is signed covering a potential future right-turn lane on E. Vista Lake Avenue. The City would design and construct the turn lane while the school would be responsible for its cost. The trigger for turn lane construction would be based on one or more vehicles queueing on E. Vista Lake Avenue on regular basis due to the inability of vehicle(s) to turn into the school site. A "regular basis" should be defined as two or more days in a two-week period, with exceptions for certain special events.

REVIEW COMMENTS: Pursuant to staff's review of Submittal #2, we offer the following:

- 1. Revise Landscape Plan to include plant materials to screen the ground-mounted floodlights on both sides of the monument sign.
- 2. Provide a signed pdf of the Storm Water Management Plan for our records.

RECOMMENDATION:

Based on the satisfactory resolution of the above mentioned review comments, staff recommends P&Z approval of the Site Plan for North Polk Intermediate School. P&Z approval will need to be subject to the following:

- 1. P&Z recommendations, if any, shall be satisfactorily addressed prior to this Site Plan being placed on the Council agenda.
- 2. Approval of this Site Plan Amendment shall be subject to the following:
 - a. No changes shall be made to the architectural elevations or building materials without prior approval of the City Manager, and if the change is deemed significant, City Council; and
 - b. Video display signs, if any, shall be set so their brightness is not intrusive to neighboring residential uses; and
 - c. City Council approval of agreements with the School District regarding traffic-related improvements at the N. 3rd Street and Vista Lake Avenue intersection and for the potential future turn lane on E. Vista Lake Avenue.
- 3. Payment in full of all fees to the City of Polk City.



City of Polk City, Iowa

City Council Agenda Communication

Date:April 26, 2021 City Council MeetingTo:Mayor Jason Morse & City CouncilFrom:Chelsea Huisman, City Manager

Subject: Snyder & Associates Engineering Services agreement for roundabout project at 3rd Street &

E. Vista Lake Dr.

BACKGROUND: For your review and consideration on Monday is an engineering agreement with Snyder & Associates for the proposed roundabout project at 3rd St. & E. Vista Lake Dr. The engineering proposal does not include construction observation, as we are considering allowing our Construction Observer to take over some of those responsibilities. The total proposal with Snyder & Associates is for \$141,500.

The roundabout project has an estimated cost of \$1,503,000. Engineering, Construction, and Administration is estimated at \$185,000, therefore we do have the construction staking and admin in the estimated cost for the roundabout. Once we determine what services we need from Snyder for construction services, we may need to get further approval for those services, but we are evaluating what we can offer in-house.

The City will be issuing General Obligation bonds to pay for this project. I am currently working with both the City's financial advisor and bond counsel to begin those proceedings shortly, with a proposed closing date for the proceeds after July 1st. In addition, we will issue for the water well project and the Bridge Rd. water main loop. Our 2014 General Obligations bonds are also callable in June, therefore we will take the opportunity to refund and refinance those bonds, for a cost savings of approximately \$50,000 in interest. Because issuance can be expensive, we are taking the opportunity to borrow for the various upcoming projects and also refund and refinance for the 2014 General Obligation Bonds.

As a reminder, we are cost sharing for the roundabout project with the School District (\$435,722) & Knapp Properties (\$165,000).

ALTERNATIVES: Do not approve the agreement

FINANCIAL CONSIDERATIONS: The financial considerations for engineering at this time is \$141,500. The estimated cost for the roundabout project is \$1,503,000, however at this time the Council is only approving engineering services. In the packet you may find the cost opinion for the total project for review.

RECOMMENDATION: It is my recommendation that the Council approve the Engineering agreement with Snyder & Associates with a do not exceed amount of \$141,500.

ENGINEERING SERVICES AGREEMENT

This agreement made between The	e City of Polk City, Iowa		
the CLIENT and SNYDED 9 ASSOCIA	ATES INC. Consulting Engineers The ENCINEED for convices		
concerning the following PROJECT:	ATES, INC., Consulting Engineers, The ENGINEER, for services		
	et & Vista Lake Avenue Intersection Improvements		
	·		
See Attached Exhibit "A" which by this	reference is made a part hereof.		
SNYDER & ASSOCIATES, INC. agree PROJECT;	es to perform the following professional services in connection with the		
O Attack at Eat 1: 1: 1: 1: 1: IIAII			
See Attached Exhibit "A"			
	the ENGINEER all criteria, design and construction standards, and full ements for the PROJECT. Other terms and conditions of this contract, ollows:		
See Attached Exhibit "A"			
The CLIENT agrees to compensate the on the following basis:	e ENGINEER for the engineering services rendered under this agreement		
Soc Attached Exhibit "A"			
See Attached Exhibit "A"			
Progress payments shall be made in proportion to services as rendered and as indicated within this agreement, and shall be due and owing within 10 days of the ENGINEER'S submittal of his monthly statement. Past due amounts owed shall accrue interest at 1.5% per month from the 30th day. If the CLIENT fails to make monthly payments due the ENGINEER, the ENGINEER may after giving seven (7) days written notice to the CLIENT suspend services under this agreement.			
THIS AGREEMENT IS SUBJECT TO ALL THE TERMS AND CONDITIONS LISTED ON THE REVERSE SIDE OF THIS PAGE.			
This agreement represents the entire and integrated agreement between the CLIENT and the ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both the CLIENT and the ENGINEER.			
FOR CLIENT	FOR SNYDER & ASSOCIATES, INC.		
0" (5 " 0")			
City of Polk City, Iowa CLIENT NAME			
OLIEINT INAIVIE			
DATE	DATE		
	DATE		
	ROUTE EXECUTED COPY TO: Kathleen Connor		

TERMS AND CONDITIONS

- The ENGINEER intends to render its services under this agreement in accordance with the generally accepted professional practices for the intended use of the PROJECT.
- Upon full payment of all monies due to ENGINEER under the terms of this agreement, the ENGINEER grants to CLIENT a
 nonexclusive license to reproduce the ENGINEER'S final certified copy of the Instruments of Service, if any, solely for purposes of
 designing, administering, using and maintaining the Project.
 - 2.1 ENGINEER agrees to allow transfer of its electronic media file(s) to the CLIENT, CLIENT understands and agrees that as a condition precedent, it will sign the ENGINEER'S "Electronic Media Transfer Agreement" form prior to the transfer of an electronic media file. A copy of the "Electronic Media Transfer Agreement" will be made available to CLIENT upon CLIENT'S request.
 - 2.2 All reports, plans, specifications, designs, field data, notes, drawings, computer files, construction documents and other documents and instruments prepared by the ENGINEER, if any, are acknowledged by CLIENT to be instruments of service and shall remain the property of the ENGINEER. Unless otherwise provided, ENGINEER shall retain all common law, statutory and other reserved rights, including copy rights.
 - 2.3 The CLIENT shall not reuse or make any modification to the Instruments of Service without the prior written consent of the ENGINEER.
 - 2.4 OWNERSHIP OF DOCUMENTS All final documents and electronic media (hereinafter referred as "documents") pertaining to the PROJECT prepared under this agreement, including but not limited to survey, reports, design plans, specifications and special studies shall become the property of the CLIENT upon completion or termination of the services and full and final payment to the ENGINEER. The ENGINEER may make copies of these documents for their records. The ENGINEER will not be responsible for any claim, liability, or other costs arising out of any unauthorized reuse or modification to the documents from, or through, the CLIENT without written authorization of the ENGINEER.
- 3. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, walkouts, accidents, Government acts, or other events beyond the control of the other or the other's employees and agents.
- 4. <u>CONSTRUCTION OBSERVATION.</u> If Construction Observation is included in the scope of services, the ENGINEER shall visit the Project site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the CLIENT and the ENGINEER, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of Contractor's work but rather are to allow the ENGINEER, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the construction Contract Documents.
 - 4.1 Based on this general observation, the ENGINEER shall keep the CLIENT informed about the progress of the Work and shall endeavor to guard the CLIENT against deficiencies in the Work.
 - 4.2 Construction Observation will follow the "Critical Path" services as outlined in Exhibit "B" attached to this Agreement. If the CLIENT desires more extensive project observation or full-time project representation, the CLIENT shall request that such services be provided by the ENGINEER as Additional Services on a Work Order or as Additional Services by way of a Change Order.
 - 4.3 The ENGINEER shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Construction Contract Documents.
 - 4.4 The ENGINEER shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The ENGINEER does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Construction Contract Documents or any applicable laws, codes, rules or regulations.
- 5. Any Opinion of the Construction Cost prepared by the ENGINEER represents his judgment as a design professional and is supplied for the general guidance of the CLIENT. Since the ENGINEER has no control over the cost of labor and material or over competitive bidding or market conditions, the ENGINEER does not guarantee the accuracy of such opinions as compared to Contractor bids or actual cost to the CLIENT.
- 6. The CLIENT will require any Contractor or Subcontractor performing work in connection with drawings and specifications produced under this agreement to hold harmless, indemnify and defend the CLIENT and the ENGINEER their consultants, and each of their officers, agents and employees from any and all liability claims, losses, or damages arising out of or alleged to arise from the Contractor's (or Subcontractor's) negligence in the performance of the work described in the construction contract documents.
- 7. Normal and customary engineering and related services do not include services defined as Additional Services. Additional Services shall be performed as requested in writing by the CLIENT and shall be billed to the CLIENT on an hourly basis at hourly fees set forth in the Standard Fee Schedule attached hereto or as set forth in a written Scope of Services defined by the CLIENT and the ENGINEER.

8. The ENGINEER shall maintain insurance to protect the ENGINEER from claims under Workmen's Compensation Acts; claims due to personal injury or death of any employee or any other person; claims due to injury or destruction of property; and claims arising out of errors, omissions, or negligent acts for which the ENGINEER is legally liable. The minimum amounts and extent of such insurance is as follows:

Type of Coverage	Limits of Liability
Worker's Compensation	Statutory
Bodily Injury by Accident	\$500,000 each Accident
Bodily Injury by Disease	\$500,000 each Employee
Bodily Injury by Disease	\$500,000 Policy Limit
Commercial General Liability Bodily Injury (including death) and Property Damage	\$1,000,000 Combined Single Limit
Business Auto Liability Bodily Injury (including death) And Property Damage	\$1,000,000 Combined Single Limit
4. Professional Liability	\$1,000,000 per claim \$1,000,000 annual aggregate

- 8.1 Polices providing the insurance specified in number 2 and 3 above may be endorsed to include CLIENT as an additional insured upon CLIENT'S request. CLIENT shall pay for any additional premium charged by the insurer for this endorsement.
- 8.2 All polices may include, upon CLIENTS request, a provision restricting the right of the insurer to cancel such coverage except upon written thirty (30) day's notice to CLIENT.
- 8.3 Certificates evidencing the coverage above shall be delivered, upon CLIENT'S request, to CLIENT prior to performing any Services under this Agreement.
- 9. Any direct expenses in connection with submittal of fees to any and all regulatory agencies required by the PROJECT shall be paid for directly by CLIENT. Any and all soils or other testing and analysis performed by an independent testing laboratory shall be billed directly to the CLIENT for payment.
- 10. All services performed on an hourly basis shall be performed in accordance with the current fiscal year Snyder & Associates, Inc. Standard Fee Schedule in affect at the time of actual performance. All services quoted on a lump sum basis shall be valid for one year from the contract date.
- 11. If the CLIENT fails to pay the undisputed portion of the ENGINEER'S invoices within 30 days of presentation, the ENGINEER shall cease work on the project and the CLIENT shall waive any claim against the ENGINEER, and shall defend and hold the ENGINEER harmless from any claims for loss resulting from cessation of service. In the event of remobilization, the CLIENT and ENGINEER shall renegotiate appropriate terms and conditions of the AGREEMENT, such as those associated with budget, schedule or scope of service. In the event any bill or portion thereof is disputed by the CLIENT, the CLIENT shall notify the ENGINEER within ten (10) days of receipt of the invoice in question, and the CLIENT and ENGINEER shall work to resolve the matter within sixty (60) days of notification by the CLIENT of the dispute. If resolution is not attained within sixty (60) days, either party may terminate this AGREEMENT, in accordance with the Termination Section of this AGREEMENT.
- 12. The ENGINEER or CLIENT may, after giving seven (7) days written notice to the other party, terminate this agreement and the ENGINEER shall be paid for services provided to the termination notice date, including reimbursable expenses due, plus termination expenses. Termination expenses are defined as reimbursable expenses directly attributed to the termination.
- 13. In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses. It is further agreed that any legal action between the Client and the Engineer arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of lowa.
- 14. Neither the CLIENT nor the ENGINEER shall delegate, assign, or otherwise transfer his duties under this agreement without the written consent of the other.
- 15. In the event any provisions of this agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
- 16. ENGINEER shall not be responsible or liable for compliance with any storm water discharge requirements at the site, if any, other than the preparation of the Notice of Intent for Storm Water Discharge Permit No. 2 applicable to the site and creation of the initial storm water pollution prevent plan (SWPPP) for the site.

EXHIBIT A

POLK CITY: NORTH 3RD STREET & VISTA LAKE AVENUE INTERSECTION IMPROVEMENTS

CLIENT: CITY OF POLK CITY

ENGINEER: SNYDER & ASSOCIATES, INC.

2727 SW SNYDER BOULEVARD

ANKENY, IOWA 50023

PROJECT: TO PROVIDE PROFESSIONAL SERVICES RELATED TO PREPARATION OF

CONSTRUCTION DOCUMENTS AND PROVISION OF BID PHASE SERVICES

FOR THE ABOVE PROJECT.

DATE: FEBRUARY 15, 2021

SCOPE OF SERVICES:

The North 3rd Street & Vista Lake Avenue Intersection Improvements Project includes single lane roundabout improvements to support the North Polk Intermediate School opening in Fall 2022 and is hereinafter referred to as "PROJECT". The PROJECT includes staging provisions to construct a temporary roadway pavement to maintain two lanes of through traffic on North 3rd Street and on East Vista Lake Avenue. The west leg of the intersection is anticipated to be closed to through traffic during construction. The PROJECT includes a culvert extension for the box culvert on the east leg of the intersection. The PROJECT scope includes landscaping the roundabout center, pavement markings and signage, intersection lighting, and sidewalk connections.

A. GENERAL

- 1. The PROJECT will construct a single lane roundabout at the intersection of North 3rd Street and Vista Lake Avenue.
- 2. The alignment and/or profile of the reconstructed intersection will be constructed to accommodate centerline alignment for all four impacted legs of the intersection; minimize right-of-way and temporary easement acquisitions along the PROJECT corridor; and be graded appropriately to accommodate and improve current drainage patterns where feasible. The roundabout improvements will be designed to accommodate agreed upon design vehicles at the required design speed.
- 3. The PROJECT will include sidewalk ramp improvements in each quadrant of the improved intersection. The sidewalk ramps will be located within the existing or proposed right-of-way and be compliant with current ADA standards.
- 4. The PROJECT will include storm drainage improvements. The PROJECT is not planned to include storm water retention.

- 5. The PROJECT will include extension of the existing box culvert, if necessary, to accommodate staging and proposed intersection improvements.
- 6. The PROJECT will include adjustment of water main appurtenances and reconstruction of water main, as necessary, to allow for construction of roundabout.
- 7. The PROJECT includes staging provisions to maintain through traffic on North 3rd Street and East Vista Lake Avenue through the duration of the PROJECT. The anticipated construction staging will include construction of a temporary two-lane road to shift North 3rd Street east and to accommodate eastbound traffic on Vista Lake Avenue. The east leg of the intersection likely will be constructed in two phases.
- 8. The PROJECT includes Storm Water Pollution Prevention Plan (SWPPP) provisions and final site restoration.
- 9. The PROJECT will include landscaping in the center of the median.
- 10. The PROJECT includes street lighting in the subject intersection.
- 11. The PROJECT includes utility coordination with impacted franchise utilities to facilitate their relocations being completed by Spring of 2022.
- 12. The PROJECT does not include water main or sanitary sewer construction or replacement within the PROJECT corridor, except as noted elsewhere herein.
- 13. The PROJECT includes pavement markings and signage.
- 14. The PROJECT includes one public information meeting, associated aerial display drawing depicting right-of-way needs, and 3D rendered image of the proposed roundabout.
- 15. The PROJECT includes public right-of-way and temporary construction easement acquisitions on four (4) parcels.
- 16. The PROJECT includes preparing and submitting permits for wetland and stream (404), storm water discharge (NPDES), and water main construction (DNR).

B. BASIC SERVICES

The ENGINEER shall provide the Basic Services as follows.

1. PROJECT ADMINISTRATION

The ENGINEER will prepare reports and invoices and attend meetings as follows:

- a. Monthly Progress Reports.
- b. Month Billing Reports.

- c. PROJECT coordination for engineering and coordination with the CLIENT, regulatory agencies and utility companies, as needed.
- d. PROJECT design review meeting with the CLIENT, anticipated to include two (2) meetings.

2. TOPOGRAPHIC SURVEY

- a. A topographic and boundary survey will be performed upon the PROJECT intersection to encompass the project limits detailed on Exhibit B. Survey will include elements within the public right-of-way, existing drainage ditch on the east side of North 3rd Street, and anticipated grading limits on the four parcels adjacent to the intersection.
- b. The topographic field survey locations noted prior will be performed of the above ground physical features including pavements, buildings with elevations at doorways that exit at grade, utility appurtenances, etc. within the limits of the PROJECT.
- c. The utility portion of the survey shall be created using the field survey and information as provided to the ENGINEER from the utility owners by either existing record and / or physical field locates.
- d. A Digital Terrain Model will be created to include a representation of the existing ground surface with intelligent contours, spot elevations, and breaklines. This topographic survey information will be merged with the previously obtained survey information.

3. PRELIMINARY DESIGN AND PLANS

The ENGINEER will prepare preliminary design and plans that include:

- a. Plan and vertical geometry information for proposed roundabout improvements at subject intersection.
- b. Included with this is the following:
 - 1) Determination of public Right-of-Way and temporary construction easement needs.
 - 2) Earthwork calculations.
 - 3) Street grades and project pavement design.
 - 4) Pavement, subbase, subgrade, subdrain, and storm sewer quantities.
 - 5) Analysis of turn movements for design vehicles.
 - 6) The plans will depict where relocations are needed by private utility companies such as gas, electric, telephone, cable, etc.
 - 7) Utility Coordination for required relocations will be conducted.
 - 8) Construction staging to allow continuous access to the north, south, and east legs of the subject intersection.
 - 9) Hydrology and hydraulic calculations on storm sewers and extensions to culverts as required for staging and proposed improvements.
 - 10) Water main adjustments to accommodate roundabouts, including, but not limited to lowering of main and adjustment of appurtenances.
 - 11) Street lighting layout.

- 12) Curb ramps and pedestrian crossings.
- 13) Roadway signage and pavement marking plans.
- c. One Project Management Team (PMT) meeting with CLIENT to discuss project design requirements and preliminary design progress. The meeting will include review of preliminary design comments.
- d. Engineer's Preliminary Opinion of Probable Cost for the PROJECT.

4. FINAL DESIGN AND PLANS

Upon receipt of preliminary plan review comments from the CLIENT, the ENGINEER shall prepare construction documents for the PROJECT.

a. Final Design Plans and Specifications: The ENGINEER will complete the final design, plans, specifications, special provisions, and bid documents for the improvements for established scope for the PROJECT and furnish a copy of these documents to the CLIENT for review and approval prior to final approval and distribution for a public letting.

This phase will also involve the development of project details, general notes, street lighting design and pole locations, construction limits, control reference notes, erosion control, staging, and coordination. The project plans will include title sheets (A Sheets); typical sections (B Sheets); Bid Items, Tabulations, and Estimate Reference Information (C Sheets); SWPPP plan (C Sheets); Roadway Plan and Profile (D Sheets & E Sheets); Removals (F Sheets); Right-of-way (H-Sheets_ Staging, Traffic Control, Signage, and Pavement Markings (J Sheets); Horizontal Geometry, Vertical Geometry, and Jointing (L Sheets); Storm Sewer and Water Main Plan and Profile (M Sheets); Sidewalk Layout and Elevation Sheets (S Sheets); Culvert Extension Sheets (V Sheets); and cross sections (W Sheets). Specifications may include Special Requirements or Estimate Reference Information to supplement the SUDAS Standard Specifications.

- b. The PROJECT includes one set of Check Plan set of design plans and contract documents for the entire project in accordance with the CLIENT and SUDAS requirements.
- c. One PMT meeting with the CLIENT to review Check Plan comments.
- d. The ENGINEER will provide coordination with franchise utility companies for final relocation plans and schedule.
- e. Engineer's Final Opinion of Probable Cost for the PROJECT. The ENGINEER shall prepare a statement of the total probable cost based upon the design developed. Statements of probable construction costs prepared by the ENGINEER represent the best judgment as a design professional familiar with the construction industry. It is recognized, however, the ENGINEER has no control over the cost of labor, materials, or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the ENGINEER does not guarantee any actual cost will not vary from any cost estimate prepared by the ENGINEER.

- f. The ENGINEER will prepare and submit permits for approval from various regulatory agencies as is required by local, State, and Federal requirements. These permits may include IDNR Water Main Construction Permit and IDNR NPDES General Permit No. 2. IDNR Water and Sanitary Sewer Main construction permits are not anticipated.
- g. The ENGINEER will design and prepare a street lighting plan. This information will be submitted to Midland Cooperative, which will prepare and submit a proposal to the CLIENT for the street lighting installation. The street lighting installation will be performed by Midland Cooperative.

5. LANDSCAPING AND PLANTING DESIGN

At Final Plan stage, the ENGINEER will design and provide planting plans for the center of the roundabout in compliance with current design standards for screening requirements and roadway delineation for roundabouts.

6. PUBLIC INFORMATION MEETING

Following completion of the topographic survey and preliminary design, the ENGINEER and CLIENT will present the PROJECT scope to the public at a Public Information Meeting to facilitate comments and obtain information from the residents. The ENGINEER will be prepare the mailing list, notify the residents within one block of the PROJECT corridor and CLIENT identified stakeholders of the meeting, prepare an aerial display drawing for the meeting, prepare a 3D rendered image of the improved intersection, attend the meeting, and respond to residents' questions.

7. BID PHASE SERVICES

Upon receipt of authorization by the CLIENT to set the date of the bid letting, the ENGINEER shall answer questions from potential contractors, subcontractors and suppliers, determine need of and issue addenda and coordinate with City staff. The ENGINEER shall supply the necessary documents to bidders for letting purposes. The ENGINEER shall issue addenda as appropriate to clarify, correct or modify the Bidding Documents. The ENGINEER shall attend the meeting at which bids are received, shall tabulate the bids and make recommendations to the City Council, in writing, regarding award of the construction contract. The PROJECT will be bid in one letting. Any additional lettings will be considered additional services.

C. ADDITIONAL SERVICES

WETLAND AND STREAM DELINEATION

a. The ENGINEER will provide Wetland and Stream Delineation for the above referenced PROJECT. The Delineation will be performed to determine the upper boundaries of wetland and stream areas at the PROJECT site. The ENGINEER will review United States Geological Survey topographic maps, National Wetland Inventory maps, Soil Survey, and aerial photographs as part of a preliminary data search. An on-site visit will be performed during the 2021 growing season to gather data pertaining to wetland vegetation, wetland hydrology, and hydric soils. The boundary of each wetland and stream located within the PROJECT limits will be surveyed. Fieldwork will be conducted in accordance with procedures outlined in the 1987 US Army Corps of Engineers

Wetland Delineation Manual and Midwest Supplement. The ENGINEER will provide copies of the Wetland and Stream Delineation Report summarizing the findings of the data searches and the onsite wetland delineation.

b. The CLIENT will coordinate with landowners prior to the site visit to ensure access to properties required for field investigation.

2. WETLAND AND STREAM 404 PERMITTING

a. The ENGINEER will submit a 404 joint permit application to the USACE on the CLIENT'S behalf. The ENGINEER will act as the Authorized Agent throughout the permitting process. During this process, the ENGINEER will respond to inquiries from USACE. This task assumes that a Nationwide Permit (NWP) will be obtained from the USACE with no mitigation requirement.

3. RIGHT-OF-WAY ACQUISITION SERVICES

- a. The ENGINEER will provide State of Iowa licensed real estate agents who will negotiate and endeavor to acquire for the CLIENT all of the necessary easements and/or real property parcels needed for the PROJECT. Mary Ann Carnock and Brian DePrez are employees of ENGINEER, and are state of Iowa licensed real estate sales persons with SNYDER & ASSOCIATES RIGHT-OF-WAY SERVICES, LLC, Ankeny, Iowa; a State of Iowa licensed real estate broker and a wholly owned subsidiary of ENGINEER. Mary Ann Carnock and Brian DePrez will be designated as "Appointed Agents" and will represent the CLIENT in a "Buyer Exclusive Agency" capacity in all matters pertaining to the negotiation and acquisition of easements and/or real property for said public improvement project. CLIENT shall also be a CLIENT of Appointed Agent.
- b. CLIENT does hereby request Appointed Agent to select, prepare and complete form documents for use incident as to a residential real estate transaction of four units or less, as provided by CLIENT. Such documents shall be limited to: (1) purchase offers or purchase agreements, provided the parties are given written notice that these are binding legal documents and competent legal advice should be sought before signing; (2) groundwater hazard statements; and (3) declaration of value forms.
- c. CLIENT and ENGINEER acknowledge and agree that the Appointed Agents are required to adhere to Federal and State of Iowa statutes; the rules of the Supreme Court of Iowa as they may pertain to real estate agents; the rules and regulations promulgated by the Iowa Real Estate Commission; and, the Iowa Administrative Rules and regulations in regards to real estate agents' conduct, responsibilities, and duties. Said statutes, rules and regulations will supersede and be paramount to any provision contained herein, anything to the contrary notwithstanding.

d. In regards to Acquisitions, ENGINEER will:

1) Attend initial PROJECT meetings with the representatives of CLIENT to establish lines of communication regarding elements of the scope and schedule and to set property acquisition parameters for the PROJECT;

- 2) Complete a parcel file for each property involved with the PROJECT in accordance with the needs of CLIENT and/or the PROJECT requirements;
- 3) Prepare legal descriptions and acquisition plats for each easement and/or fee title acquisition, if requested by CLIENT;
- 4) Use acquisition forms and documents provided by CLIENT or prepare acquisition documents under the direction, review and approval of the CLIENT's legal department. Acquisition documents may include, but not be limited to: (1) Offer to Purchase, (2) 10 day-waiver, (3) Easements, and (4) release of tenant interest and leasehold claims;
- 5) Make (through the Appointed Agent) personal and private contacts with each property owner and tenant (the Parties) or their representative to explain the effect of the acquisition, answer questions, present a written offer, and consider counter offers and to make approved offers for administrative settlements. Non-resident property owners will be contacted by certified or registered mail or by U.P.S.
- 6) Make a good faith effort to acquire the necessary property within 90 days after a written offer has been submitted to the owner and tenant. Negotiations will be considered complete upon occurrence of one of the following: (1) the parties accept the offer, (2) the parties accept an administrative settlement, (3) the parties fail or refuse to accept the offer or administrative settlement, and/or (4) in the judgment of the ENGINEER, negotiations have reached an impasse;
- 7) Notify the CLIENT of every parcel on which negotiations have reached an impasse or which cannot be acquired by negotiated Agreement at the completion of the negotiations phase of the work. If the CLIENT is to condemn, the ENGINEER will deliver as much of the file to the CLIENT as is necessary for the CLIENT's condemnation attorneys to begin preparation for the condemnation of the parcel. The CLIENT will provide written notice to the parties that the parcel is being prepared for condemnation. The ENGINEER, when notified in writing by the CLIENT, will continue in an attempt to negotiate an Agreement after notice has been sent that condemnation is being prepared, but before notice of condemnation has been served. Once notice of condemnation has been served, negotiations will cease unless requested by CLIENT to continue as additional services.
- 8) Deliver all signed acquisition documents and title clearing (as directed by CLIENT's attorney), to CLIENT for payment and closing tasks.
- 9) Condemnation hearing and before and after appraisals, if required, shall be considered an Extra Service.

4. ACQUISITION PLATS AND LEGAL DESCRIPTIONS

- a. The ENGINEER will prepare acquisition plats and legal descriptions for any public right of way acquisition. The ENGINEER will prepare front end documents for signatures and recording purposes. It is anticipated that four (4) parcels will require acquisition of public right of way. The need for acquisition of permanent easements are not anticipated.
- 5. The ENGINEER will prepare front end documents for signatures for record keeping purposes. It is anticipated that four (4) parcels will require temporary easement acquisition. Temporary construction easement documents with illustrative exhibits will be prepared as necessary.

5. TITLE REPORTS

Retain and coordinate the services of an abstractor, who will be a Sub-Consultant to the ENGINEER, who will prepare Certificates of Title for parcels where fee title and permanent easements are required or assist in providing information to support boundary determination. Title reports are anticipated on four (4) parcels. Additional title reports required will be at additional cost to the CLIENT.

6. PROJECT MARKET DATA BOOK

a. Retain and coordinate the services of a licensed, certified appraiser (hereinafter referred to as "Appraiser") who, subject to the approval of the CLIENT, will be a Subconsultant to PROFESSIONAL. The Appraiser or Broker will prepare the project data book and of brokers opinion of value, as needed. The Appraisers' work will be reviewed by a second party as approved by the CLIENT and as required by Local, State and /or Federal Right-of-Way acquisition procedures. The Appraiser will prepare, sign and furnish to the PROFESSIONAL and CLIENT appraisal documentation following accepted appraisal principles and techniques in accordance with the Iowa DOT "Appraisal Policy & Procedures Manual". The CLIENT will review and forward written approval of all findings by the Appraiser; The PROFESSIONIAL will attempt to coordinate the appraisal process with the Iowa DOT appraisal valuations for consistency with same and neighboring properties. Appraisals will be considered Extra Services.

7. GEOTECHNICAL ENGINEERING SERVICES

- a. The ENGINEER'S SUB-CONSULTANT will perform field exploration consisting of drilling and sampling a total of two soil borings and one pavement cores on North 3rd Street. Boring depth is anticipated at 10' depth maximum. Boring operations will require traffic control operations to be provided by the sub-consultant.
- b. The ENGINEER'S SUB-CONSULTANT will perform laboratory testing and analysis of the borings to determine the physical engineering characteristics of the soils.
- c. The ENGINEER'S SUB-CONSULTANT will prepare a soils report outlining the specific geotechnical recommendations for the PROJECT, including:
 - 1) Earthwork construction and expansive soil design considerations, if applicable.
 - 2) Subsurface drainage recommendations.
 - 3) Subgrade preparation recommendations for pavements.
 - 4) Pavement thickness determination for PCC.
- d. The CLIENT will coordinate with adjacent property owners to allow boring operations.

D. EXTRA SERVICES

The following items shall be considered additional services and are not included within the Scope of Work. These items are listed to further assist with clarity of project scope as well as provide a listing of services, which Snyder & Associates, Inc. could perform upon request.

- 1. Individual Property Owner Meetings Services will be included as requested by CLIENT at hourly rates contained in Exhibit C, Standard Fee Schedule. Construction Phase Services including Administration, Observation and Surveying
- 2. Assessment Plats and Schedules
- 3. Submittal fees and/or permit fees to any and all regulatory agencies.
- 4. NPDES permit application fees
- 5. DNR Permit Fees (Water and Sanitary), if required
- 6. Franchise Utility Engineering Costs
- 7. Client requested major revisions
- 8. Utility company locates

E. CONSTRUCTION PHASE SERVICES

1. Not included in this Agreement.

F. SUB-CONSULTANTS

The sub-consultants retained by the ENGINEER for this PROJECT are as follows:

Geotechnical: Allender Butzke Engineers, Inc.

3660 109th Street

Urbandale, Iowa 50322 Telephone: (515) 252-1885

Title Company: Iowa Title Company

Karen Ackerman, Title Researcher

1415 28TH St., Suite 140

West Des Moines, IA 50266-1468

Telephone: (515) 453-7981

G. PROJECT SCHEDULE

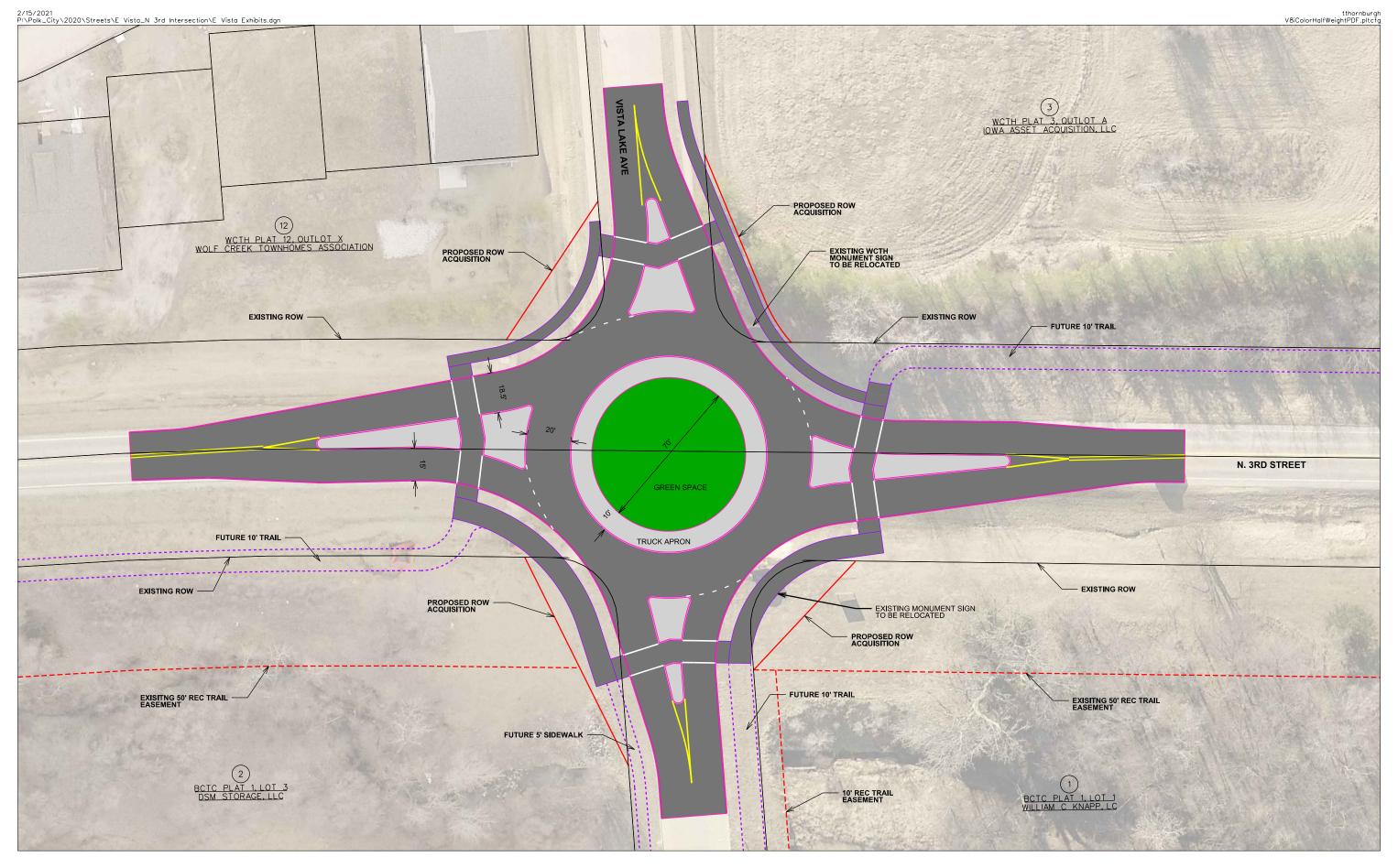
The PROJECT, from design through construction services completion, shall be performed by the ENGINEER in accordance with a schedule mutually developed by the CLIENT and ENGINEER. Franchise utility cooperation for relocation is a controlling item. Generally, the schedule for the PROJECT is described in Exhibit "D", attached hereto.

Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, walkouts, accidents, Government acts, or other events beyond the control of the other or the other's employees and agents.

H. FEES

The fees for Engineering Services shall be as described below.

Basic Services:	
1. Project Administration	\$ 9,300
2. Topographic Survey	\$ 11,000
3. Preliminary Design and Plans	\$ 37,600
4. Final Design and Plans	\$ 38,400
5. Landscaping and Planting Design	\$ 4,000
6. Public Information Meeting	\$ 7,500
7. Bid Phase Services	\$ 2,900
Lump Sum Fee for Basic Services	\$ 110,700
Additional Services:	
1. Wetland and Stream Delineation	\$ 4,500
2. Wetland and Stream 404 Permitting	\$ 1,200
3. Acquisition Plats & Legal Descriptions	\$ 3,200
4. Right-of-Way Acquisition Services	\$ 12,800
5. Title Reports (Subconsultant)	\$ 1,800
6. Project Market Data Book (Subconsultant)	\$ 2,500
7. Geotechnical Engineering Services (Subconsultant)	\$ 4,800
Hourly Not to Exceed Fee for Additional Services	\$ 30,800
Extra Services:	Not Included
Construction Services:	Not Included
TOTAL FEE FOR SERVICES	\$141,500







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North 3rd St. & Vista Lake Ave. Intersection Improvements

Exhibit B

Polk City, Iowa

EXHIBIT C

SNYDER & ASSOCIATES, INC. 2021-22 STANDARD FEE SCHEDULE

Billing Classification/Level	Billing Rate	
Professional		
Engineer, Landscape Architect, Land Surveyor, GIS, Enviro	nmental Scientist	
Project Manager, Planner, Right-of-Way Agent, Graphic Des	signer	
Principal II	\$220.00 /hour	
Principal I	\$209.00 /hour	
Senior	\$190.00 /hour	
VIII	\$174.00 /hour	
VII	\$165.00 /hour	
VI	\$157.00 /hour	
V	\$146.00 /hour	
IV	\$136.00 /hour	
III	\$124.00 /hour	
II	\$112.00 /hour	
I	\$99.00 /hour	
Technical		
CADD, Survey, Construction Observation		
Lead	\$133.00 /hour	
Senior	\$127.00 /hour	
VIII	\$118.00 /hour	
VII	\$109.00 /hour	
VI	\$98.00 /hour	
V	\$88.00 /hour	
IV	\$80.00 /hour	
III	\$72.00 /hour	
II	\$66.00 /hour	
I	\$58.00 /hour	
Administrative		
II	\$68.00 /hour	
I	\$56.00 /hour	
Reimbursables		
Mileage	current IRS standard rate	
Outside Services	As Invoiced	

EXHIBIT D

Preliminary Schedule for North $3^{\rm rd}$ Street & Vista Lake Avenue Intersection Improvements:

Completion Date	Responsibility	<u>Task</u>
February 22, 2021	City	Contract Award
March 9, 2021	S&A	Complete Topo & Boundary Survey
March 31, 2021	Allender Butzke	Soil Borings/Geotechnical Analysis
May 7, 2021	S&A	Preliminary Design
May 7, 2021	S&A	Submit Preliminary Plans to Franchise Utilities
May 24, 2021	S&A	Wetland and Stream Delineation
June 8, 2021	S&A/City	Public Information Meeting
June 21, 2021	Utilities	Franchise Utilities Plan Review/Identify Utility Relocations
August 16, 2021	S&A	Wetland and Stream 404 Nationwide Permitting
August 18, 2021	S&A	Final Design and Contract Documents
August 18, 2021	Utilities	Franchise Utilities Update Plan, Submit to City for Permitting
September 20, 2021	S&A	Iowa DNR Water Main Construction Permit
September 20, 2021	S&A	Acquire Right of Way and Temporary Construction Easements
September 27, 2021	City	Council Meeting to Set Hearing and Letting Dates
October 18, 2021	S&A/City	Finalize Construction Services Scope
October 20, 2021	S&A	Bid Letting
October 25, 2021	City	Council Meeting to Review Bids & Award Contract
Winter 2021	Contractor	Complete Grading for Franchise Utility Relocations
Spring 2022	Utilities	Complete Utility Relocations
July 31, 2022	Contractor	Roadway Opens
September 30, 2022	Contractor	Construction Completed

ENGINEER'S CONCEPTUAL OPINION OF PROBABLE PROJECT COSTS



N. 3RD STREET & VISTA LAKE AVENUE INTERSECTION IMPROVEMENTS **ROUNDABOUT CONCEPT**

POLK CITY, IOWA 120.0001.01

Prepared: November 20, 2020

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
					TRIOL
	EARTHWORK				
2.1	Class 10 Excavation	1	LS	\$ 85,000.00	\$ 85,000.00
2.2	Subgrade Preparation	1	LS	\$ 20,000.00	\$ 20,000.00
2.3	Granular Subbase	1	LS	\$ 30,000.00	\$ 30,000.00
	SEWERS AND DRAINS				
4.1	Modifications to Existing Storm Sewer (1)	1	LS	\$ 55,000.00	\$ 55,000.00
4.2	Longitudinal Subdrain, 4"	1	LS	\$ 20,000.00	\$ 20,000.00
4.3	Box Culvert Extension (2)	1	LS	\$ 100,000.00	\$ 100,000.00
	WATER MAIN AND APPURTENANCES				
5.1	Fire Hydrant Adjustment	1	LS	\$ 3,000.00	\$ 3,000.00
	STREETS AND RELATED WORK				
7.1	PCC Pavement (Includes Truck Apron)	1	LS	\$ 250,000.00	\$ 250,000.00
7.2	6" Dowelled Median	1	LS	\$ 40,000.00	\$ 40,000.00
7.3	Sidewalk and Trail Pavement	1	LS	\$ 35,000.00	\$ 35,000.00
7.4	Pavement Removals	1	LS	\$ 40,000.00	\$ 40,000.00
	TRAFFIC CONTROL				
8.1	Temporary Traffic Control and Staging (3)	1	LS	\$ 200,000.00	\$ 200,000.00
8.2	Pavement Markings and Symbols	1	LS	\$ 2,000.00	\$ 2,000.00
	SITE WORK AND LANDSCAPING				
9.1	Surface Restoration and Erosion Control	1	LS	\$ 40,000.00	\$ 40,000.00
	GENERAL PROVISIONS				
11.1	Mobilization	1	LS	\$ 75,000.00	\$ 75,000.00
11.2	Remove and Reinstall NW Monument Sign (4)	1	LS	\$ 15,000.00	\$ 15,000.00
11.3	Remove and Reinstall NE Monument Sign (4)	1	LS	\$ 15,000.00	\$ 15,000.00
11.3	Nemove and Nemsian NE Monument Sign (4)	I	LO	<u> </u>	· · · · · · · · · · · · · · · · · · ·
				Subtotal:	\$ 1,025,000.00

Contingency (~20%): \$ 205,000.00

CONSTRUCTION TOTAL: \$ 1,230,000.00

Other Project Costs

Right of Way: \$ 40,000.00

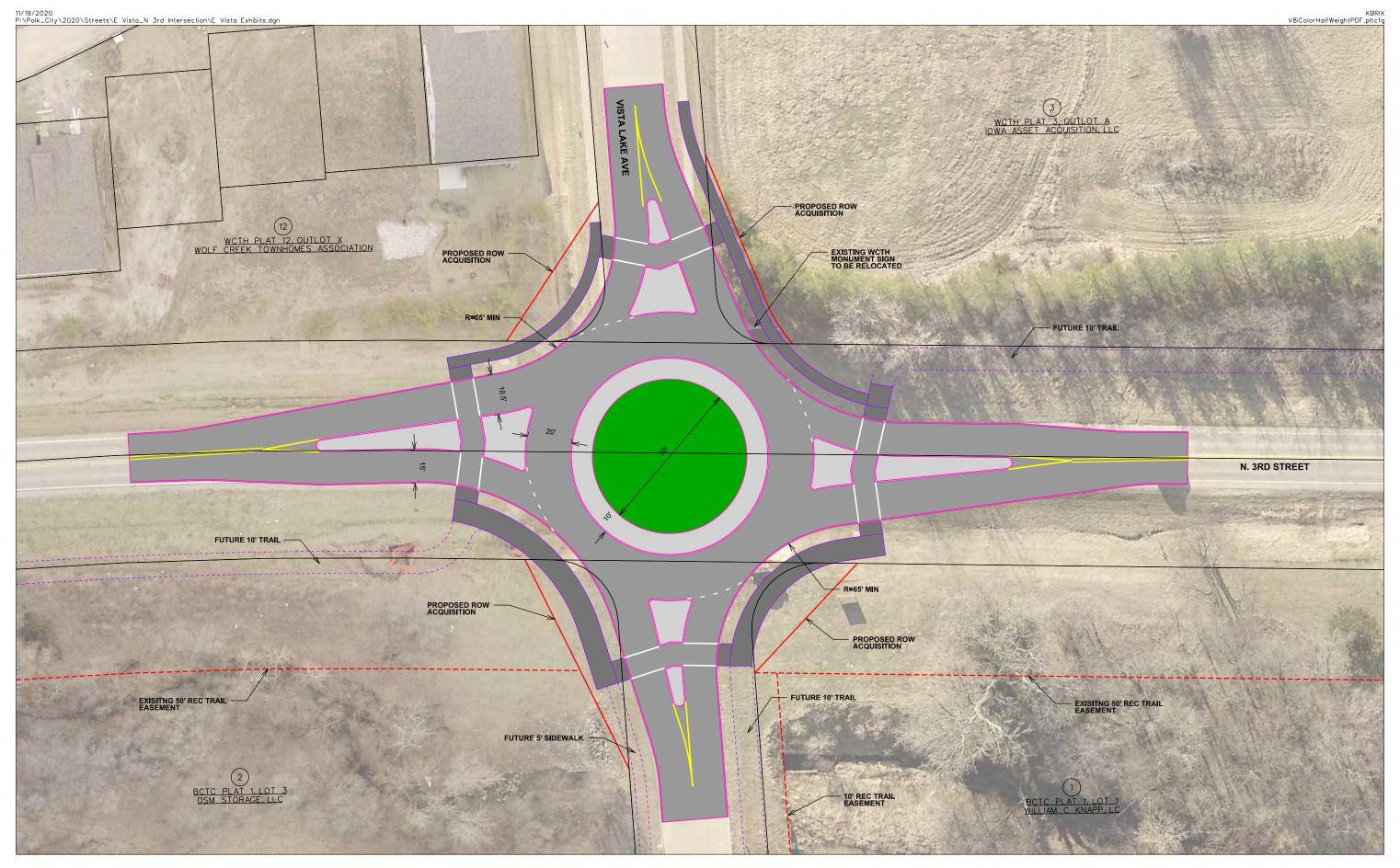
Streetlighting (5): \$ 48.000.00

Engineering, Construction, and Administration (~15%): \$ 185,000.00

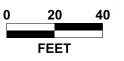
TOTAL PROJECT COST (6): \$ 1,503,000.00

Notes

- Includes removal of existing storm sewer intake, installation of storm sewer pipe, and installation of four new curb intakes.
- Includes extension of existing box culvert to accommodate additional pavement width and removal of existing aprons and headwalls.
- Staging assumes construction of 2 temporary lanes, and associated grading, to maintain north, south, and east legs of intersection during roundabout construction, with an estimated cost of \$120,000.
- Includes removal of sign as part of roadway project and payment to the property owner for replacement of monument sign.
- Item includes installation of 12 streetlights by Midland Cooperative, with an estimated cost of \$4,000 per (5) streetlight.
- Total Project cost was estimated using FY 20/21 dollars.







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N. 3rd St. & Vista Lake Ave. Intersection Improvements

Roundabout



City of Polk City, Iowa

City Council Agenda Communication

Date: 04/21/2021

To: Mayor and Council **From:** Mike Schulte

Subject: 2021 Bridge Rd Water Main Loop

BACKGROUND: As a part of the 21/22 budget, we included \$58,000 for the West Bridge Rd water main loop project. This project was ranked highly on the CIP list for completion. This project will complete a 300-foot section of water main along West Bridge Rd from Parker Blvd to Lakeside church. Completing this loop will help the circulation of water in this area of town as well as help with water quality.

On the agenda for your approval is an engineering services agreement with Snyder and Associates. The agreement includes topographic and boundary survey, Iowa DOT and DNR permit, design and plans, and collecting competitive quotes. Construction observation will be performed by Polk City staff.

ALTERNATIVES:

FINANCIAL CONSIDERATIONS: \$11,140

RECOMMENDATION: I recommend council approve the engineering services agreement with Snyder and Associates.



April 8, 2021

Mike Schulte Public Works Director 112 S. 3rd Street Polk City, Iowa 50226

RE: WEST BRIDGE ROAD WATER MAIN LOOP

ENGINEERING SERVICES AGREEMENT

Dear Mike:

Please find included with this letter two (2) signed originals of the engineering services agreement for the above referenced project. The project comprises an approximate 300-ft extension of water main to complete the loop along the north side of West Bridge Road, east of Parker Boulevard. Our services include topographic and boundary survey, Iowa DOT and DNR permits, design and plans, soliciting competitive quotations, and construction staking.

We are prepared to commence the field survey upon City Council's approval. Please let me know if you have questions or comments, and we will get these addressed. Our team is looking forward to working with the City and you on this project.

Sincerely,

SNYDER & ASSOCIATES, INC.

John Haldeman, P.E. Project Manager

Enclosures

cc: Chelsea Huisman, City Manager

Kathleen Connor, Snyder & Associates, Inc.

ENGINEERING SERVICES AGREEMENT

This agreement made between The City of Polk City, Iowa
the OUTENT and ONLYDED A ACCOUNTED INC. On the First Time Properties
the CLIENT and SNYDER & ASSOCIATES, INC., Consulting Engineers, The ENGINEER, for services concerning the following PROJECT:
West Bridge Road Water Main Loop
VVCSt Bridge (Voad VVater Main Loop
See Attached Exhibit "A" which by this reference is made a part hereof.
SNYDER & ASSOCIATES, INC. agrees to perform the following professional services in connection with the
PROJECT;
Con Attached Evhibit IIAII
See Attached Exhibit "A"
The CLIENT hereby agrees to provide the ENGINEER all criteria, design and construction standards, and full
information as to the CLIENT'S requirements for the PROJECT. Other terms and conditions of this contract,
including time of performance are as follows:
See Attached Exhibit "A"
The CLIENT agrees to compensate the ENGINEER for the engineering services rendered under this agreement
on the following basis:
· · · · · · · · · · · · · · · · · · ·
See Attached Exhibit "A"
Progress payments shall be made in proportion to services as rendered and as indicated within this agreement,
and shall be due and owing within 10 days of the ENGINEER'S submittal of his monthly statement. Past due
amounts owed shall accrue interest at 1.5% per month from the 30th day. If the CLIENT fails to make monthly
payments due the ENGINEER, the ENGINEER may after giving seven (7) days written notice to the CLIENT
suspend services under this agreement.
THE ACREMENT IS SHELT TO ALL THE TERMS AND SOMETIMES AND SOMETIMES.
THIS AGREEMENT IS SUBJECT TO ALL THE TERMS AND CONDITIONS LISTED ON THE REVERSE SIDE
OF THIS PAGE.
This agreement represents the entire and integrated agreement between the CLIENT and the ENGINEER and
supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be
amended only by written instrument signed by both the CLIENT and the ENGINEER.
FOR CLIENT FOR SNYDER & ASSOCIATES, INC.
FOR SHYDER & ASSOCIATES, INC.
City of Polk City, Iowa
CLIENT NAME
1505 7 129A
DATE DATE
1505 7 129A
1505 7 129A

TERMS AND CONDITIONS

- The ENGINEER intends to render its services under this agreement in accordance with the generally accepted professional practices for the intended use of the PROJECT.
- Upon full payment of all monies due to ENGINEER under the terms of this agreement, the ENGINEER grants to CLIENT a
 nonexclusive license to reproduce the ENGINEER'S final certified copy of the Instruments of Service, if any, solely for purposes of
 designing, administering, using and maintaining the Project.
 - 2.1 ENGINEER agrees to allow transfer of its electronic media file(s) to the CLIENT, CLIENT understands and agrees that as a condition precedent, it will sign the ENGINEER'S "Electronic Media Transfer Agreement" form prior to the transfer of an electronic media file. A copy of the "Electronic Media Transfer Agreement" will be made available to CLIENT upon CLIENT'S request.
 - 2.2 All reports, plans, specifications, designs, field data, notes, drawings, computer files, construction documents and other documents and instruments prepared by the ENGINEER, if any, are acknowledged by CLIENT to be instruments of service and shall remain the property of the ENGINEER. Unless otherwise provided, ENGINEER shall retain all common law, statutory and other reserved rights, including copy rights.
 - 2.3 The CLIENT shall not reuse or make any modification to the Instruments of Service without the prior written consent of the ENGINEER.
 - 2.4 OWNERSHIP OF DOCUMENTS All final documents and electronic media (hereinafter referred as "documents") pertaining to the PROJECT prepared under this agreement, including but not limited to survey, reports, design plans, specifications and special studies shall become the property of the CLIENT upon completion or termination of the services and full and final payment to the ENGINEER. The ENGINEER may make copies of these documents for their records. The ENGINEER will not be responsible for any claim, liability, or other costs arising out of any unauthorized reuse or modification to the documents from, or through, the CLIENT without written authorization of the ENGINEER.
- 3. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, walkouts, accidents, Government acts, or other events beyond the control of the other or the other's employees and agents.
- 4. <u>CONSTRUCTION OBSERVATION.</u> If Construction Observation is included in the scope of services, the ENGINEER shall visit the Project site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the CLIENT and the ENGINEER, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of Contractor's work but rather are to allow the ENGINEER, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the construction Contract Documents.
 - 4.1 Based on this general observation, the ENGINEER shall keep the CLIENT informed about the progress of the Work and shall endeavor to guard the CLIENT against deficiencies in the Work.
 - 4.2 Construction Observation will follow the "Critical Path" services as outlined in Exhibit "D" attached to this Agreement. If CLIENT desires more extensive project observation or full-time project representation, the CLIENT shall request that such the services be provided by the ENGINEER as Additional Services on a Work Order or as Additional Services by way of a Change
 - 4.3 The ENGINEER shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Construction Contract Documents.
 - 4.4 The ENGINEER shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The ENGINEER does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Construction Contract Documents or any applicable laws, codes, rules or regulations.
- 5. Any Opinion of the Construction Cost prepared by the ENGINEER represents his judgment as a design professional and is supplied for the general guidance of the CLIENT. Since the ENGINEER has no control over the cost of labor and material or over competitive bidding or market conditions, the ENGINEER does not guarantee the accuracy of such opinions as compared to Contractor bids or actual cost to the CLIENT.
- 6. The CLIENT will require any Contractor or Subcontractor performing work in connection with drawings and specifications produced under this agreement to hold harmless, indemnify and defend the CLIENT and the ENGINEER their consultants, and each of their officers, agents and employees from any and all liability claims, losses, or damages arising out of or alleged to arise from the Contractor's (or Subcontractor's) negligence in the performance of the work described in the construction contract documents.
- 7. Normal and customary engineering and related services do not include services defined as Additional Services. Additional Services shall be performed as requested in writing by the CLIENT and shall be billed to the CLIENT on an hourly basis at hourly fees set forth in the Standard Fee Schedule attached hereto or as set forth in a written Scope of Services defined by the CLIENT and the ENGINEER.

8. The ENGINEER shall maintain insurance to protect the ENGINEER from claims under Workmen's Compensation Acts; claims due to personal injury or death of any employee or any other person; claims due to injury or destruction of property; and claims arising out of errors, omissions, or negligent acts for which the ENGINEER is legally liable. The minimum amounts and extent of such insurance is as follows:

Type of Coverage	Limits of Liability
Worker's Compensation	Statutory
Bodily Injury by Accident	\$500,000 each Accident
Bodily Injury by Disease	\$500,000 each Employee
Bodily Injury by Disease	\$500,000 Policy Limit
Commercial General Liability Bodily Injury (including death) and Property Damage	\$1,000,000 Combined Single Limit
Business Auto Liability Bodily Injury (including death) And Property Damage	\$1,000,000 Combined Single Limit
4. Professional Liability	\$1,000,000 per claim \$1,000,000 annual aggregate

- 8.1 Polices providing the insurance specified in number 2 and 3 above may be endorsed to include CLIENT as an additional insured upon CLIENT'S request. CLIENT shall pay for any additional premium charged by the insurer for this endorsement.
- 8.2 All polices may include, upon CLIENTS request, a provision restricting the right of the insurer to cancel such coverage except upon written thirty (30) day's notice to CLIENT.
- 8.3 Certificates evidencing the coverage above shall be delivered, upon CLIENT'S request, to CLIENT prior to performing any Services under this Agreement.
- 9. Any direct expenses in connection with submittal of fees to any and all regulatory agencies required by the PROJECT shall be paid for directly by CLIENT. Any and all soils or other testing and analysis performed by an independent testing laboratory shall be billed directly to the CLIENT for payment.
- 10. All services performed on an hourly basis shall be performed in accordance with the current fiscal year Snyder & Associates, Inc. Standard Fee Schedule in affect at the time of actual performance. All services quoted on a lump sum basis shall be valid for one year from the contract date.
- 11. If the CLIENT fails to pay the undisputed portion of the ENGINEER'S invoices within 30 days of presentation, the ENGINEER shall cease work on the project and the CLIENT shall waive any claim against the ENGINEER, and shall defend and hold the ENGINEER harmless from any claims for loss resulting from cessation of service. In the event of remobilization, the CLIENT and ENGINEER shall renegotiate appropriate terms and conditions of the AGREEMENT, such as those associated with budget, schedule or scope of service. In the event any bill or portion thereof is disputed by the CLIENT, the CLIENT shall notify the ENGINEER within ten (10) days of receipt of the invoice in question, and the CLIENT and ENGINEER shall work to resolve the matter within sixty (60) days of notification by the CLIENT of the dispute. If resolution is not attained within sixty (60) days, either party may terminate this AGREEMENT, in accordance with the Termination Section of this AGREEMENT.
- 12. The ENGINEER or CLIENT may, after giving seven (7) days written notice to the other party, terminate this agreement and the ENGINEER shall be paid for services provided to the termination notice date, including reimbursable expenses due, plus termination expenses. Termination expenses are defined as reimbursable expenses directly attributed to the termination.
- 13. In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses. It is further agreed that any legal action between the Client and the Engineer arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of lowa.
- 14. Neither the CLIENT nor the ENGINEER shall delegate, assign, or otherwise transfer his duties under this agreement without the written consent of the other.
- 15. In the event any provisions of this agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
- 16. ENGINEER shall not be responsible or liable for compliance with any storm water discharge requirements at the site, if any, other than the preparation of the Notice of Intent for Storm Water Discharge Permit No. 2 applicable to the site and creation of the initial storm water pollution prevent plan (SWPPP) for the site.

EXHIBIT "A" WEST BRIDGE ROAD WATER MAIN LOOP

CLIENT: CITY OF POLK CITY

ENGINEER: SNYDER & ASSOCIATES, INC.

2727 SW SNYDER BOULEVARD

ANKENY, IOWA 50023

PROJECT: TO PROVIDE ENGINEERING SERVICES RELATED TO PREPARATION

OF CONSTRUCTION DOCUMENTS AND SOLICITING COMPETITIVE QUOTATIONS FOR INSTALLING APPROXIMATELY 300-FT OF 12-INCH DIAMETER WATER MAIN ALONG WEST BRIDGE ROAD

DATE: APRIL 12, 2021

SCOPE OF SERVICES:

A. BASIC SERVICES:

- 1. The Engineer will provide project administration as required for this project.
- 2. The Engineer will complete a topographic survey of the project area, including existing utilities and above ground features locate within and along the right of way on the north side of West Bridge Road.
- 3. The Engineer will complete a boundary survey to verify the location of the right of way along the north side of West Bridge Road. It is anticipated the water main and construction operations will be confined inside the existing right of ways along West Bridge Road and Parker Boulevard; and no permanent easement or temporary construction easements will be required.
- 4. The Engineer will attend one meeting with City Staff, and City Council meetings as required.
- 5. The Engineer will prepare an Opinion of Probable Construction Cost for the project.
- 6. The Engineer will prepare and submit to the Iowa DOT permits for Work in Right of Way and Utility Accommodation, since West Bridge Road right of way is administered by the Iowa DOT.
- 7. The Engineer will prepare and submit to the Iowa DNR a water main construction permit application.
- 8. The Engineer will prepare construction documents for the water main. These documents include construction drawings, form of contract, and technical specifications. The construction drawings will include water main plan and profile sheet, traffic control sheets, quantities, tabulations, and general notes.
- 9. The Engineer will provide 3 copies of the construction drawings for review by City staff. The Engineer shall supply the necessary documents to bidders for purposes of soliciting quotes.
- 10. The Engineer will provide coordination for obtaining competitive quotes for the water main loop installation, including quote opening, quote tabulation, and making a recommendation to the City Council regarding award.

B. CONSTRUCTION PHASE SERVICES:

Upon award of the construction contract, the Engineer shall provide services as follows:

- 1. One set of stakes will be provided for the new water main improvements; any staking that is destroyed and must be replaced will be at the contractor's expense.
- 2. Construction administration and observation services for the project will be performed by City staff.

C. ADDITIONAL SERVICES:

The following items shall be considered additional services and are not included within the Scope of Work. These items are listed to further assist with clarity of project scope as well as provide a listing of services, which Snyder & Associates, Inc. could perform upon request.

- 1. Acquisition or easement plats.
- 2. Wetland delineation, permitting, mitigation, and mitigation monitoring.
- 3. Right-of-way services.
- 4. Submittal fees and/or permit fees to any and all regulatory agencies.
- 5. Preparation of Storm Water Pollution Prevention Plan, NPDES permit application, and fees (if required).
- 6. Client requested major revisions.
- 7. Utility potholing.
- 8. Construction administration and observation services.

D. FEES:

The fees for Engineering Services shall be as described below.

1. Basic Services:

a.	Project Administration	\$ 840	
b.	Topographic and Boundary Survey	\$ 3,800	
c.	Design and Plans	\$ 3,410	
d.	Iowa DNR and DOT Permits	\$ 710	
e.	Solicit Competitive Quotes	\$ 980	
	Estimated Hourly Fee for Basic Services		<u>\$ 9,740</u>

2. Construction Phase Services:

a.	Construction Staking/Marking	\$ 1,400	
	Estimated Hourly fee for Construction	ction Phase Services	<u>\$ 1,400</u>

TOTAL FEE <u>\$ 11,140</u>

EXHIBIT "B"

SNYDER & ASSOCIATES, INC. 2020-21 STANDARD FEE SCHEDULE

Billing Classification/Le	evel Billing Rate
Profe	essional
Engineer, Landscape Architect, Land Surv	
Project Manager, Planner, Right-of-Way A	AC - CONTROL OF THE CONTROL OF CO
Principal II	\$214.00 /hour
Principal I	\$203.00 /hour
Senior	\$182.00 /hour
VIII	\$169.00 /hour
VII	\$160.00 /hour
VI	\$152.00 /hour
V	\$142.00 /hour
IV	\$132.00 /hour
III	\$120.00 /hour
II	\$109.00 /hour
I	\$96.00 /hour
Tec CADD, Survey, Construction Observation	hnical
Lead	\$129.00 /hour
Senior	\$123.00 /hour
VIII	\$115.00 /hour
VII	\$106.00 /hour
VI	\$95.00 /hour
V	\$85.00 /hour
IV	\$78.00 /hour
III	\$66.00 /hour
П	\$58.00 /hour
Į,	\$50.00 /hour
Admin	istrative
П	\$66.00 /hour
I	\$54.00 /hour
Reimb	ursables
Mileage	current IRS standard rate
Outside Services	As Invoiced







Connection of Existing Water Mains Along W. Bridge Road

ORDINANCE NO. 2021-1300

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF POLK CITY, IOWA, BY REZONING 77.66 ACRES LOCATED NORTH AND EAST OF 220 E. VISTA LAKE AVENUE IN THE AREA KNOWN AS BIG CREEK TECHNOLOGY CAMPUS

WHEREAS, on the 15th day of March 2021, the Planning and Zoning Commission of the City of Polk City, Iowa, recommended to the City Council that the properties legally described as:

PARENT PARCEL

PARCEL 'L' BEING PART OF THE SW1/4 OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M. AND PART OF THE SE1/4 & SW1/4 OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 25 WEST OF THE 5TH P.M., AN OFFICIAL PARCEL RECORDED IN BOOK 12998, PAGE 269 AT THE POLK COUNTY RECORDER'S OFFICE, CITY OF POLK CITY, POLK COUNTY, IOWA.

A-1 TO R-1

A PARCEL OF LAND IN PARCEL 'L', AN OFFICIAL PARCEL RECORDED IN BOOK 12998, PAGE 269 AT THE POLK COUNTY RECORDER'S OFFICE, ALL BEING IN THE SW1/4 OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., CITY OF POLK CITY, POLK COUNTY, IOWA THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE W1/4 CORNER OF SAID SECTION 31; THENCE S00°11'32"E, 395.43 FEET ALONG THE WEST LINE OF SAID SW1/4 OF SECTION 31, TO THE POINT OF BEGINNING; THENCE S89°58'48"E, 544.99 FEET TO A POINT; THENCE S00°01'12"W, 1101.09 FEET TO A POINT; THENCE S42°51'28"W, 362.86 FEET TO A POINT; THENCE N89°58'48"W, 293.21 FEET TO A POINT ON THE WEST LINE OF SAID SW1/4 OF SECTION 31; THENCE N00°11'32"W, 1367.18 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING AND CONTAINING 16.27 ACRES MORE OR LESS

A-1 TO R-1A

A PARCEL OF LAND IN PARCEL 'L', AN OFFICIAL PARCEL RECORDED IN BOOK 12998, PAGE 269 AT THE POLK COUNTY RECORDER'S OFFICE, ALL BEING IN THE SW1/4 OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH/ P.M., CITY OF POLK CITY, POLK COUNTY, IOWA THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE W1/4 CORNER OF SAID SECTION 31; THENCE S89°33'41"E, 1297.45 FEET ALONG THE NORTH LINE OF SAID PARCEL 'L' TO THE NE CORNER OF SAID PARCEL 'L'; THENCE S00°16'27"W, 1343.52 FEET ALONG THE EAST LINE OF SAID PARCEL 'L' TO THE NE CORNER OF PARCEL 'C', AN OFFICIAL PARCEL RECORDED IN BOOK 8464, PAGE 658 AT THE POLK COUNTY RECORDER'S OFFICE; THENCE S43°53'47"W, 908.24 FEET ALONG THE EAST LINE OF SAID PARCEL 'L' COINCIDING WITH THE NORTH LINE OF SAID PARCEL 'C' TO THE NW CORNER OF SAID PARCEL 'C'; THENCE S00°15'15"E, 604.45 FEET ALONG THE EAST LINE OF SAID PARCEL 'L' COINCIDING WITH THE WEST LINE OF SAID PARCEL 'C' TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF E NORTHSIDE DRIVE AS IT IS PRESENTLY ESTABLISHED; THENCE S89°43'48"W, 59.80 FEET ALONG SAID RIGHT-OF-WAY LINE TO A POINT; THENCE N00°12'03"W, 433.50 FEET TO A POINT; THENCE N89°33'27"W, 595.34 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 31; THENCE N00°11'32"W, 411.95 FEET ALONG THE WEST LINE OF SAID SECTION 31 TO A POINT; THENCE S89°58'48"E, 293.21 FEET TO A POINT; THENCE N42°51'28"E, 362.86 FEET TO A POINT; THENCE N00°01'12"E, 1101.09 FEET TO A POINT; THENCE N89°58'48"W, 544.99 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 31; THENCE N00°11'32"W, 395.43 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING AND CONTAINING 41.44 ACRES MORE OR LESS.

R-1 TO R-1A

A PARCEL OF LAND IN PARCEL 'L', AN OFFICIAL PARCEL RECORDED IN BOOK 12998, PAGE 269 AT THE POLK COUNTY RECORDER'S OFFICE, ALL BEING IN THE \$1/2 OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 25 WEST OF THE 5th P.M., CITY OF POLK CITY, POLK COUNTY, IOWA THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE NW CORNER OF LOT 2, BIG CREEK TECHNOLOGY CAMPUS PLAT 5, AN OFFICIAL PLAT RECORDED IN BOOK 18112, PAGE 957-971 AT THE POLK COUNTY RECORDER'S OFFICE; THENCE S89°58'42"E, 589.75 FEET ALONG THE NORTH LINE OF SAID PARCEL 'L' TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE NORTH LINE OF SAID PARCEL 'L' S89°58'42"E, 2048.80 FEET TO A POINT, SAID POINT BEING THE E1/4 CORNER OF SAID SECTION 36; THENCE S00°11'32"E, 395.43 FEET ALONG THE EAST LINE OF SAID SECTION 36 TO A POINT; THENCE N89°58'48"W, 1350.50 FEET TO THE NORTHEAST CORNER OF LOT 1 OF BIG CREEK TECHNOLOGY CAMPUS PLAT 4, AN OFFICIAL PLAT RECORDED IN BOOK 18111, PAGE 742 AT THE POLK COUNTY RECORDER'S OFFICE, POLK CITY, POLK COUNTY, IOWA; THENCE N89°58'48"W, 215.73 FEET ALONG THE NORTH LINE OF SAID LOT 1 TO A POINT; THENCE S71°34'40"W, 205.63 FEET ALONG THE NORTH LINE OF SAID LOT 1 TO A POINT; THENCE S70°01'12"W, 344.74 FEET ALONG THE NORTH LINE OF SAID LOT 1 TO A POINT; THENCE N89°58'48"W, 62.50 FEET ALONG THE NORTH LINE OF SAID LOT 1 TO A POINT; THENCE N07°04'29"W, 214.30 FEET TO A POINT ON THE CENTERLINE OF E. VISTA LAKE AVENUE AS IT IS PRESENTLY ESTABLISHED; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1000.00 FEET AND A CHORD BEARING N77°35'48"E, AN ARC LENGTH OF 186.01 FEET TO A POINT; THENCE N17°43'56"W, 71.37 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 750.00 FEET AND A CHORD BEARING N08°50'07"W, AN ARC LENGTH OF 232.92 FEET TO A POINT OF TANGENCY; THENCE N00°03'42"E, 28.63 FEET TO THE POINT OF BEGINNING AND CONTAINING 19.95 ACRES MORE OR LESS.

be considered for rezoning as follows:

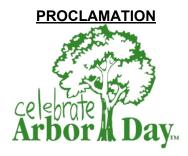
- 1) 16.27 acres, located east of 220 E. Vista Lake Avenue in the area known as Big Creek Technology Campus from zoning classification of A-1 to R-1, Single Family Detached Residential; and
- 2) 41.44 acres, located east of 220 E. Vista Lake Avenue in the area known as Big Creek Technology Campus from zoning classification of A-1 to R-1A, Single Family Residential.
- 3) 19.95 acres, located north of 220 E. Vista Lake Avenue in the area known as Big Creek Technology Campus from zoning classification of R-1 to R-1A, Single Family Residential

WHEREAS, on the 12th day of April 2021, after due notice and hearing as provided by law, the City Council now deems it reasonable and appropriate to rezone said properties.

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 properties described above from A-1 to R-1, Single Family Detached Residential; and from A-1 to R-1A, Single Family Residential.
- **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	of 2021.		
	Jason Mors	se, Mayor	
ATTEST:			
	First	Reading:	
T 0'11 0'1 01 1	Seco	nd Reading:	
Jenny Gibbons, City Clerk	Third	d Reading:	
	Date	of Publication:	



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

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

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

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

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

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

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

Now, Therefore, I, Jason Morse, Mayor of the City of Polk City, Iowa, do hereby proclaim April 30, 2021, as



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

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

Jason Morse, Mayor

Dated this 26th day of April 2021

Proclamation

52nd ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK May 2 - May 8, 2021

Whereas, the Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world; and

Whereas, the Office of the Professional Municipal Clerk is the oldest among public servants; and

Whereas, the Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels; and

Whereas, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

Whereas, the Professional Municipal Clerk serves as the information center on functions of local government and community; and

Whereas, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations; and

Whereas, it is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

Now, Therefore, I, Jason Morse, Mayor of the City of Polk City, Iowa do hereby recognize the week of May 2 through May 8, 2021, as Professional Municipal Clerks Week, and further extend appreciation to our Professional Municipal Clerk and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Dated this 26 th day of April 2021
Jason Morse, Mayor

Professional Municipal Clerks Week May 2-8, 2021

PROCLAMATION



WHEREAS, the Congress and the President of the United States have designated Saturday, May 15, 2021 as Peace Officers Memorial Day, and the week in which it falls as National Police Week to honor the service and sacrifice of those law enforcement officers that risk their lives to protect our communities and safeguard our democracy; and

WHEREAS, there are approximately 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the law enforcement agency of the City of Polk City, whom play an essential role in safeguarding the rights and freedoms of the citizens of Polk City, Iowa; and

WHEREAS, it is important that all citizens know and understand the responsibilities, duties, hazards and sacrifice of their law enforcement officers;

WHEREAS, the members of the Police Department in Polk City, Iowa, serve the people by safeguarding life and property, protect them against violence and disorder, and provide a vital public service.

NOW, THEREFORE, I, Jason Morse, Mayor of Polk City, Iowa, do hereby recognize the week of May 9-15, 2021 as **NATIONAL POLICE WEEK** in Polk City Iowa, and publicly salute the service of law enforcement officers in our community and in communities across the nation. I urge all citizens to recognize these officers' faithful and loyal devotion to their responsibilities.

Dated this 26th day of April 2021

