

# Agenda -Notice of Meeting

Polk City | City Council

\*\*\*\*\*

August 14, 2023 | 6:00 pm

City Hall Council Chambers

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**Public Meeting participation in person or via phone**

**Call in # 515-726-3598 Participant Code 535355**

**Public members can also provide comments\* directly to [support@polkcityia.gov](mailto:support@polkcityia.gov)**

*\*any comments received before the time of the meeting will be made a part of the public hearing*

**Broadcast live and playback will be available at <https://www.youtube.com/c/polkcityiagovchannel>**

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Steve Karsjen | Mayor

Rob Sarchet | Pro Tem

City Council Members: Jeff Walters | Dave Dvorak | Mandy Vogel | Ron Anderson

## 1. Call to Order

## 2. Roll Call

## 3. Approval of Agenda

## 4. Public Comments: *This is the time and place for comments for any item other than those that are a Public Hearing. If you wish to speak, please contact the City Clerk by 6pm on the date of the meeting by email at [jcoffin@polkcityia.gov](mailto:jcoffin@polkcityia.gov) include your name and address for the record. The Mayor will recognize you for five minutes of comment.*

## 5. Consent Items

- a. City Council Meeting Minutes for July 24, 2023
- b. Receive and file Parks Commission Meeting Minutes August 7, 2023
- c. Claims listing August 14, 2023
- d. Resolution 2023-96 approving Pay App No. 3 in the amount of \$189,145.00 for the City Hall/Community Room Project
- e. Resolution 2023-97 approving Change Order No. 1 in the reduced amount of ~~-\$21,489.82~~ for City Hall/Community Room Project
- f. Twelve-month Class C Beer Permit with Class B Native Wine Permit, and Sunday Sales Privileges for Kwik Star #1089 located at 1090 Parker Boulevard effective October 11, 2023
- g. Citizen Academy Fall 2023 Schedule
- h. Memorandum of Understanding with the Iowa Department of Revenue regarding State Setoff Program
- i. Set pay for full-time Police Officer Spencer Stover at a rate of \$28.55 per hour effective upon successful completion of the pre-employment physical, MMPI evaluation and final offer of employment
- j. Set 2023-24 Urban Deer Hunting dates for September 16, 2023 through January 21, 2024
- k. Acknowledge Polk County Agreement for Library Services to Rural Polk County
- l. Receive and file June & July 2023 Library Director Report
- m. Receive and file August 7, 2023 Library Board Meeting Minutes
- n. Receive and file July 2023 Water Department Report
- o. Receive and file July 2023 Parks & Recreation Department Report
- p. Receive and file July 2023 Fire Department Report
- q. Set pay for full-time Firefighter/Paramedic new hire Alissa Furry at a rate of \$22.00 per hour effective September 1, 2023
- r. Contract with Roe Consulting LLC to assist the Fire Department with the Ground Emergency Medical Transportation Program (GEMT)

- s. Acknowledge and accept the amendment to the Fire Department Standard Operating Guidelines
- t. RFP for Soil Quality Restoration contractor
- u. Set pay for part-time Firefighter/Paramedic new hire Kari Davis at a rate of \$22.66 per hour
- v. Resolution 2023-99 Antler Ridge Plat 1 Construction Drawings

**6. Business Items**

- a. Resolution 2023-98 authorizing the purchase of certain real estate
- b. Amend Engineering Services Agreement with Snyder & Associates for the HTT To Neal Smith Trail Phase 1 Project in the amount of \$44,375.00 to include services to design and bid a roundabout, instead of the previously proposed intersection realignment and reconfiguration
- c. Second Reading of Ordinance 2023-9300 amending Chapter 57 Dangerous and Vicious Animals

**7. Reports & Particulars**

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

**8. Adjournment**

*--next meeting date August 28, 2023*

**MEETING MINUTES**  
**The City of Polk City**  
**City Council Meeting**  
**6:00 p.m. July 24, 2023**  
**City Hall – Council Chambers**

Polk City, City Council held a meeting in the City Hall Council Chambers with public participation in person and via phone at 6:00 p.m., July 24, 2023. 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 Karsjen called the meeting to order at 6:00 p.m.
2. **Roll Call** | Walters, Dvorak, Sarchet, Anderson | In attendance  
Vogel | Absent
3. **MOTION:** A motion was made by Anderson and seconded by Sarchet to approve the agenda  
**MOTION CARRIED UNANIMOUSLY**
4. **Public Hearing** |
  - a. Mayor Karsjen opened the Public Hearing to review the findings and to make available to the public the contents of an Environmental Information Document (EID) regarding the City's project plan at 6:00 pm. City Clerk Coffin said that the notice was published June 16, 2023, and no comments had been received for or against the EID. Gary Brons, Vice President of Water with McClure Engineering provided a report. No one was present to be heard for or against the EID. Council Member Sarchet asked if endangered animals were considered in the scope and Brons confirmed that yes, they are but there were none found so there would be no impact to the construction schedule.  
**MOTION:** A motion was made by Dvorak and seconded by Anderson to close the public hearing at 6:05 pm.  
**MOTION CARRIED UNANIMOUSLY**
    - i. **MOTION:** A motion was made by Sarchet and seconded by Walters to approve the project description, scope and anticipated environmental impacts as detailed in the Iowa State Revolving Fund (SFR) Environmental Information Document (EID)  
**MOTION CARRIED UNANIMOUSLY**
5. **Public Comments** | None
6. **Consent Items** |
  - a. City Council Meeting Minutes for July 10, 2023
  - b. City Council Work Session Meeting Minutes for July 10, 2023
  - c. Claims listing July 10, 2023
  - d. June 2023 Finance Report
  - e. Acknowledge correct pay rate for Linda Hall at \$15.25 per hour as Library Clerk
  - f. Set pay for Jennifer Sturgeon at \$26.21 per hour for the Assistant Library Director
  - g. Appoint Justin Young to the Library Board term ending 6/30/2029
  - h. Amended Resolution 2023-73(a) giving authorization to apply for the Iowa State Recreational Trails Program
  - i. Receive and File June 2023 Police Department Report
  - j. Resolution 2023-93 approving Pay App No. 2 (Final - retainage release) for the W. Bridge Road Water main Loop Project in the amount of \$3,576.55
  - k. Resolution 2023-94 approving Pay App No. 2 in the amount of \$43,819.41 for the City Hall/Community Room Project
  - l. Receive and file the June 2023 Parks & Recreation Department Report
  - m. Receive and file the Polk City Downtown Assessment Report
  - n. Police Officer Craig Garrison Training Reimbursement Agreement
  - o. Resolution 2023-95 giving authorization to apply for the Resource Enhancement and Protection (REAP) Grant for city parks and open spaces

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

**MOTION CARRIED UNANIMOUSLY**

**7. Business Items**

- a. **MOTION:** A motion was made by Dvorak and seconded by Sarchet to approve the First Reading of Ordinance 2023-9300 amending Chapter 57 Dangerous and Vicious Animals  
**MOTION CARRIED UNANIMOUSLY**
  
- b. **MOTION:** A motion was made by Anderson and seconded by Walters to approve the Third Reading of Ordinance 2023-9200 amending Chapter 165.23 Board of Adjustment  
**MOTION CARRIED UNANIMOUSLY**

**8. Reports & Particulars | Mayor, Council, City Manager, Staff, Boards, and/or Commissions**

- City Manager Huisman provided a report from Parks and Recreation Director Thraen stating the Pocket Park is complete and the Shade Structure at Leonard Park is complete and gave a thanks to Public Works for their participation in the projects.
- Council Member Sarchet talked about the Four Seasons Festival stating it was a successful event with a tremendous outpouring of volunteers. He thanked Public Works crews for their work and Parks & Recreation Director Thraen for his partnership. Sarchet said that after the recent UTV ordinance Ankeny past he would like to ask Council to revisit the use of Golf Carts in Polk City based on feedback he's received he said he feels it warrants a discussion.
- Council Member Anderson said it was great to see the turnout at the festival and thanked everyone for their work on the event.
- Council Member Dvorak thanked Officer Blaha-Polson for his response and a follow-up regarding a call at his home.
- Mayor Karsjen said he loved the festival and the parade, and he thanked the volunteers and city departments and Go Polk City and Council Support for making the event successful. Mayor thanked volunteers and city departments and Go Polk City in advance of the big RAGBRAI event. Mayor thanked Pocket Park donors and said it is a beautiful addition to the downtown area. Go Polk City Executive Director, Amanda Thompson, was introduced.

**9. Adjournment**

**MOTION:** A motion was made by Anderson to adjourn at 6:19 pm.

**MOTION CARRIED UNANIMOUSLY**

*Next Meeting Date –August 14, 2023*

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Steve Karsjen, Mayor

Attest

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Jenny Coffin, City Clerk

**MEETING MINUTES**  
**The City of Polk City**  
**Parks Commission**  
**6:00 p.m., Monday, August 7, 2023**  
**City Hall**

The Polk City Parks Commission held a meeting at 6:00 PM, on August 7, 2023. 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** /The meeting was called to order at 6:00 PM.
2. **Roll Call** | Otis, Delaney, Savage, Ten-Napel, Jablonski, Haaland | In attendance.  
Converse | Absent.
3. **MOTION:** A motion was made by Savage and seconded by Ten-Napel to approve the June 5, 2023 meeting minutes.  
**MOTION CARRIED UNANIMOUSLY**
4. **Audience Items:** None
5. **Consider Lost Lake Park Pollinator Patches**  
Tanya Harrington, 613 Lost Lake Drive, and Chad Johnston, 610 Oakwood Place, presented to the commission regarding the development of two (2) pollinator patches at Lost Lake Park. The proposed areas are currently suffering from soil erosion mainly caused by storm water. The project areas would consist of native plants with substantial root systems, a proven way to combat soil erosion. The plants chosen will be pollinator friendly and different plants will bloom at different times throughout the year. Harrington and Johnston will volunteer to develop/establish these areas. Harrington and Johnston will also work with Parks and Recreation Director Thraen as this project proceeds. Thraen mentioned conversation with other city departments and no issues exist. Thraen also stated these “test” plots could provide a blueprint for future pollinator patches at other Polk City parks. Commission Chair Delaney thanked Harrington and Johnston for this fun, environmentally friendly project. Delaney mentioned several opportunities for potential funding and resources including Rain Campaign, Pollinator Project, and Bee City USA.  
**MOTION:** A motion was made by Otis and seconded by Savage to recommend pollinator patches at Lost Lake Park.  
**MOTION CARRIED UNANIMOUSLY**
6. **Presentation by Madi Major, 2023 Parks & Recreation Intern, on Polk City Urban Fishing**  
Parks and Recreation Intern Major presented on urban fishing in Polk City. She reviewed opportunities in Polk City. Marina Cove Park and Twelve Oaks Park both have ponds stocked by the Iowa DNR. She suggested better and updated signage at both locations. Recommended signage would include fishing info and regulations, as well as stormwater info as both the ponds are for stormwater detention. Major also recommended fishing line disposal stations at each park. Delaney thanked Major and agreed that proper signage should be a priority going forward. Commission member Ten-Napel asked if the current kiosk at Marina Cove Park could be salvaged to keep costs low. Delaney mentioned that the kiosk is in rough shape and due for replacement. Commission member Savage thanked Major for all her hard work on this project and as Polk City’s Parks and Recreation intern for 2023.
7. **Summarize Q2 2023 Program Cost Recovery Report**  
Thraen summarized program performance for April, May, and June. Overall, Q2 represented great cost recovery. Youth, adult, and senior program cost recovery all fell within acceptable ranges according to Green Play, LLC. Thraen mentioned Q2 participants increased by 4% from 2022 to 2023 (165 to 172).
8. **Cancel September 4, 2023 Park Commission Meeting**  
Delaney announced that the September 3<sup>rd</sup> meeting will be canceled due to the proximity to the Labor Day holiday.
9. **Reports & Particulars** | Council Liaison, City Manager, Staff, and Commission
  - Thraen highlighted two (2) projects recently completed in Polk City. The shade structure at Leonard Park and the Van Dorn Pocket Park are complete and early feedback for both has been largely positive.
  - Thraen thanked those who volunteered at the Four Seasons Festival and RAGBRAI.
  - Thraen announced Polk City was awarded \$150,000 from Prairie Meadows for phase 3 of the Neal Smith to High Trestle Connector Trail.

- Delaney highlighted the upcoming senior trip to the Iowa State Fair on August 16<sup>th</sup>. Participants will depart from Miller Park at 8:00AM and return at 3:00PM.

10. **MOTION:** A motion was made by Jablonski and seconded by Haaland to adjourn at 6:43 PM.

**MOTION CARRIED UNANIMOUSLY**

*Next Meeting Date – October 2, 2023*

Submitted by Parks Commission Chair:

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Ashley Delaney

Attest:

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Jason Thraen, Parks & Recreation Director

CLAIMS REPORT		
CITY OF POLK CITY	DATED	7/10/2023
Amazon	TRAINING EQUIPMENT	\$ 2,704.62
ANGIE STENDER	ART IN PARK REFUND CHECK	\$ 60.00
ANKENY SANITATION	RAGBRAI	\$ 101.50
ARNOLD MOTOR SUPPLY	VEHICLE PARTS & SUPPLIES	\$ 565.58
AVESIS	CITY VISION INS	\$ 314.59
BAKER & TAYLOR	BOOKS	\$ 1,002.40
Big Creek Historical Society	HISTORY DETECTIVE REVENUE SPLI	\$ 72.00
BOMGAARS	SHOP SUPPLIES	\$ 272.56
Bound Tree Medical	MEDICAL SUPPLIES	\$ 807.12
BRICK LAW FIRM	JULY SERVICES	\$ 10,330.00
BURT DIRTWORKS	NW 72 & ASPEN RIDGE	\$ 2,450.00
BUSINESS PUBLICATIONS CORP	PUBLICATIONS	\$ 247.42
CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	\$ 179.06
CASEY DOSER	RAGBRAI LIVE MUSIC	\$ 3,500.00
Central Iowa EMS Dir. Ass.	DIFFICULT AIRWAY OURSE	\$ 150.00
CENTRAL IOWA FENCING	POCKET PARK FENCE	\$ 2,847.00
Central Pump & Motor	REPAIRS TO BC LIFT STATION	\$ 545.40
CENTURY LINK	PHONE SERVICE	\$ 569.01
CITY LAUNDERING	PUBLIC WORKS MATS	\$ 172.97
CITY OF DES MOINES	WRA HOOK UP	\$ 33,873.30
CITY OF POLK CITY	UB ASSISTANCE 2182018	\$ 912.32
Construction & Agg. Products	RAGBRAI	\$ 519.62
Contractor Solutions	LOCATOR FOR WATER PLANTS	\$ 875.00
CORE AND MAIN	PVC PIPE	\$ 508.70
CORPORATE WAREHOUSE SUPPL	TONER	\$ 489.85
CRAIG GARRISON	ACADEMY TESTING	\$ 134.93
Crystal Clear Water Co	PURCHASED WATER	\$ 74.18
D & K PRODUCTS	GROUNDS CHEMS	\$ 1,505.75
Delta Dental	CITY DENTAL	\$ 1,321.04
Des Moines Water Works	JULY WATER PURCHASE	\$ 94,289.78
DOUGLAS A LAYTON DO PLLC	NOACK PHYSICAL	\$ 356.00
ELECTRONIC ENGINEERING CO.	SHARED ALARM	\$ 70.00
ESRI	ANNUAL GIS	\$ 2,640.00
ETECH SOLUTIONS LLC	AUGUST IT PRO	\$ 13,748.26
FAREWAY	CITY CHARGE ACCT	\$ 371.01
FEH DESIGN	CITY HALL PROJECT	\$ 10,581.04
GREATAMERICA FINANCIAL	SHARED COPIER LEASE	\$ 640.25
HAWKINS INC	CHLORINE	\$ 635.14
I.M.W.C.A.	WORKERS COMP INSURANCE	\$ 8,026.00
IMAGE TREND	EMS SOFTWARE	\$ 579.63
IOWA ONE CALL	UNDERGROUND LOCATIONS	\$ 201.00
IOWA PLAINS SIGNING INC	RAGBRAI TRAFFIC CONTROL	\$ 5,250.00
Iowa Prison Industries	RAGBRAI SIGNAGE	\$ 2,812.55
JAMIE NOACK	REIMBURSE	\$ 28.75
JENNY COFFIN	GCMOA REIMBURSEMENT	\$ 9.96
JORDAN MONDT	SPORTS COMPLEX RENTAL REFUND	\$ 45.00
KANSAS CITY LIFE INS. CO	CITY LIFE INSURANCE	\$ 1,138.10
MICROBAC LABORATORIES, INC	WATER TESTING	\$ 124.00
KIMBERLY JACKMAN	ADULT YOGA	\$ 50.00
LEWIS LAWN & LABOR, INC	SQR	\$ 11,613.68
LIFETIME TENNIS	JULY TENNIS LESSONS	\$ 487.20
LINDA GOERING	PCC REFUND	\$ 50.00
LINDE GAS & EQUIPMENT INC	OXYGEN	\$ 190.47
LOGAN CONTRACTORS SUPPLY	OPERATING SUPPLIES	\$ 3,107.00
MALLORY SAFETY & SUPPLY LLC	MEDICAL GLOVES	\$ 112.00
MATT AICHER	TRAINING MILEAGE REIMB	\$ 61.57
MATTHEW REETZ	EMT BOOKS, TESTING AND CERT	\$ 757.65
MATTHEW STERN	EMT TESTING AND CERT	\$ 384.00
MERI MERRITT	TRAINING REIMBURSEMENT	\$ 153.06
METRO WASTE AUTHORITY	CONTRACT MANAGEMENT JULY	\$ 33,132.38
MI-FIBER	CITY INTERNET	\$ 9.95
MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$ 6,285.97
MIDLAND POWER CO-OP	STREET LIGHTING	\$ 1,091.18
MIDWEST CRITICAL POWER	GENERATOR REPAIR	\$ 296.50
MOWBILITY SALES & SERVICE	STRING TRIMMER REPAIRS	\$ 257.88
NELSON AUTOMOTIVE	REPAIR PARTS	\$ 730.94
NICK SHERMAN	VEST CARRIER SUSPENDERS	\$ 94.49
ONIX NETWORKING CORP	GOOGLE SUITES	\$ 1,148.00
OVERDRIVE INC	AUDIOBOOK	\$ 624.96
P & M APPAREL	HELMET NAMES	\$ 12.00
PFM FINANCIAL ADVISORS	PFM RETAINER/ GO BOND SALE	\$ 24,043.24
Polk County Public Works	WATERSHED COORDINATOR INVOICES	\$ 1,300.00

POMP'S	TIRES FOR BLAZER	\$ 600.42
PORTABLE PRO, INC.	RAGBRAI AMMINITIES	\$ 7,110.00
QUALITY STRIPING INC	BIKE LANE, LEGENDS, PAVEMENT M	\$ 17,725.95
RACHEL SNYDER	CHAIR YOGA	\$ 420.00
RACOM	EDACS	\$ 862.92
RANGEMASTERS TRAINING CENTER	AMMO	\$ 1,598.33
Safe Building Comp. & Tech	BUILDING INSPECTIONS	\$ 17,248.08
SBS SERVICES GROUP LLC	SUMMER CLEANING LIB/PARKS	\$ 2,957.06
SCOTT HALE	RENTAL REFUND	\$ 75.00
SECRETARY OF STATE	NOTARY SERVICES	\$ 30.00
Sprayer Specialities Inc	SPOT SPRAYER	\$ 611.43
STEW HANSEN	FRONT END WORK	\$ 3,355.80
TIARA KENNEDY	ADULT YOGA	\$ 200.00
TOTAL QUALITY INC.	LAWNCARE	\$ 13,468.79
U OF A CRIMINAL JUSTICE	KBP TRAINING	\$ 100.00
VAN-WALL EQUIPMENT	VEHICLE REPAIR PARTS	\$ 726.37
Walsh Door & Hardware Co	MILLER PARK SECURITY CAMERAS	\$ 5,140.00
<b>Accounts Payable Total</b>		<b>\$ 366,876.66</b>
GENERAL		117,417.25
ROAD USE		24,737.83
L.M.I		912.32
CITY FACILITIES TOTAL		29,989.83
WATER		105,714.49
SEWER		42,058.88
SOLID WASTE/RECYCLING		33,132.38
STORM WATER UTILITY		12,913.68
TOTAL FUNDS		366,876.66



**RESOLUTION NO 2023-96**

**A RESOLUTION APPROVING THE APPLICATION FOR PARTIAL PAYMENT NO. 3  
FOR THE CITY HALL/COMMUNITY ROOM PROJECT**

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**WHEREAS**, the City of Polk City, City Council, approved Resolution 2023-22 ordering construction for the City Hall/Community Room Project on February 13, 2023; and

**WHEREAS**, the City Council approved Resolution 2023-37 on March 27, 2023, awarding the construction contract to Henkel Construction Company; and

**WHEREAS**, on March 27, 2023, the City Council approved Resolution 2023-38 approving the contract in the amount of \$5,740,000 with alternate #2 bid totaling \$4,500 and alternate # 5 totaling \$8,000 for a total contract of \$5,752,500; and

**WHEREAS**, on June 26, 2023, the City Council approved Resolution 2023-87 approving Pay Application No. 1 in the amount of \$142,783.33; and

**WHEREAS**, on July 24, 2023 the City Council approved Resolution 2023-94 approving Pay Application No. 2 in the amount of \$43,819.41; and

**WHEREAS**, Henkel Construction Company and the City Architect, FEH Design have submitted the Application for Partial Payment No. 3 giving a detailed estimate of work completed with an application for payment in the amount of \$189,145.

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Polk City, Iowa hereby approves the Application for Partial Payment No. 3 for the City Hall/Community Room Project, and the City Clerk/Treasurer is hereby authorized to issue a check to Henkel Construction Company in the amount of \$189,145.

**PASSED AND APPROVED** the 14 day of August 2023.

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Steve Karsjen, Mayor

ATTEST:

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Jenny Coffin, City Clerk

**TO OWNER/CLIENT:**

City of Polk City  
200 S 4th St.  
Polk City, Iowa 50226

**PROJECT:**

Polk City New City Hall  
200 S 4th St.  
Polk City, Iowa 50226

**APPLICATION NO:** 3

**INVOICE NO:** 2321A.03

**PERIOD:** 07/01/23 - 07/31/23

**PROJECT NO:** 2321A

**FROM CONTRACTOR:**

Henkel Construction Company  
208 East State St  
Mason City, Iowa 50401

**VIA ARCHITECT/ENGINEER:**

Cory Sharp (FEH Design)  
604 E. Grand Ave.  
Des Moines, Iowa 50309

**CONTRACT DATE:**

**CONTRACT FOR:** Polk City New City Hall

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. Original Contract Sum	\$5,752,500.00
2. Net change by change orders	\$0.00
3. Contract Sum to date (Line 1 ± 2)	\$5,752,500.00
4. Total completed and stored to date (Column G on detail sheet)	\$394,887.10
5. Retainage:	
a. 5.00% of completed work	\$18,550.86
b. 5.00% of stored material	\$1,193.50
Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$19,744.36
6. Total earned less retainage (Line 4 less Line 5 Total)	\$375,142.74
7. Less previous certificates for payment (Line 6 from prior certificate)	\$185,997.74
8. Current payment due:	\$189,145.00
9. Balance to finish, including retainage (Line 3 less Line 6)	\$5,377,357.26

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$0.00	\$0.00
Total approved this month:	\$0.00	\$0.00
Totals:	\$0.00	\$0.00
Net change by change orders:	\$0.00	

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: Henkel Construction Company

By: *[Signature]*  
Mason Harms, Controller

Date: August 7, 2023

State of: Iowa  
County of: Cerro Gordo

Subscribed and sworn to before  
me this 7<sup>th</sup> day of August 2023

Notary Public: *[Signature]*  
My commission expires: 8/31/2024



**ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$189,145.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm the amount certified.)

ARCHITECT/ENGINEER:

By: *[Signature]* Date: 8-8-2023

This certificate is not negotiable. The amount certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.  
 Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 3  
 APPLICATION DATE: 7/31/2023  
 PERIOD: 07/01/23 - 07/31/23

Contract Lines

ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)		BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G / C)			
1	1.C General Conditions.Misc. Credit	General Conditions	\$135,114.00	\$20,267.10	\$0.00	\$0.00	\$20,267.10	15.00%	\$114,846.90	\$1,013.36
2	1.C General Conditions.Misc. Credit	Bond/Insurance	\$58,000.00	\$58,000.00	\$0.00	\$0.00	\$58,000.00	100.00%	\$0.00	\$2,900.00
3	1.C General Conditions.Misc. Credit	Supervision	\$98,000.00	\$4,900.00	\$4,900.00	\$0.00	\$9,800.00	10.00%	\$88,200.00	\$490.00
4	1.C General Conditions.Misc. Credit	Mobilization	\$15,500.00	\$15,500.00	\$0.00	\$0.00	\$15,500.00	100.00%	\$0.00	\$775.00
5	1.C General Conditions.Misc. Credit	Demobilization	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00	\$0.00
6	1.C General Conditions.Misc. Credit	Shop Drawings/Engineering	\$85,000.00	\$12,750.00	\$38,250.00	\$0.00	\$51,000.00	60.00%	\$34,000.00	\$2,550.00
7	1.C General Conditions.Misc. Credit	Record Documents	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00	\$0.00
8	1.C General Conditions.Misc. Credit	Temp Facilities	\$10,000.00	\$0.00	\$1,000.00	\$0.00	\$1,000.00	10.00%	\$9,000.00	\$50.00
9	3.C Concrete.Misc. Credit	Footing & Foundations - M	\$95,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$95,000.00	\$0.00
10	3.C Concrete.Misc. Credit	Footings & Foundations - L	\$65,000.00	\$0.00	\$6,500.00	\$0.00	\$6,500.00	10.00%	\$58,500.00	\$325.00
11	3.C Concrete.Misc. Credit	Interior Slabs - M	\$85,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$85,000.00	\$0.00
12	3.C Concrete.Misc. Credit	Interior Slabs - L	\$65,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$65,000.00	\$0.00
13	4.C Masonry.Misc. Credit	Masonry - M	\$95,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$95,000.00	\$0.00
14	4.C Masonry.Misc. Credit	Masonry - L	\$65,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$65,000.00	\$0.00
15	5.C Steel.Misc. Credit	Structural Steel - M	\$150,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$150,000.00	\$0.00
16	5.C Steel.Misc. Credit	Structural Steel - L	\$115,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$115,000.00	\$0.00
17	5.C Steel.Misc. Credit	Steel Joists & Decking - M	\$185,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$185,000.00	\$0.00
18	5.C Steel.Misc. Credit	Steel Joists & Decking - L	\$55,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$55,000.00	\$0.00

A	B	C	D	E	F	G		H	I									
						ITEM NO.	BUDGET CODE			DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
												FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
19	5.C Steel.Misc. Credit	Metal Stairs - M	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$50,000.00	\$0.00								
20	5.C Steel.Misc. Credit	Metal Stairs - L	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$20,000.00	\$0.00								
21	5.C Steel.Misc. Credit	Cold Formed Framing - M	\$55,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$55,000.00	\$0.00								
22	5.C Steel.Misc. Credit	Cold Formed Framing - L	\$55,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$55,000.00	\$0.00								
23	6.C Carpentry.Misc. Credit	Rough Carpentry - M	\$19,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$19,000.00	\$0.00								
24	6.C Carpentry.Misc. Credit	Rough Carpentry - L	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$25,000.00	\$0.00								
25	6.C Carpentry.Misc. Credit	Architectural Wood Casework - M	\$45,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$45,000.00	\$0.00								
26	6.C Carpentry.Misc. Credit	Architectural Wood Casework - L	\$9,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$9,500.00	\$0.00								
27	7.C Thermal-Moist PR.Misc. Credit	Roofing - M	\$100,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$100,000.00	\$0.00								
28	7.C Thermal-Moist PR.Misc. Credit	Roofing - L	\$35,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$35,000.00	\$0.00								
29	7.C Thermal-Moist PR.Misc. Credit	Sheet Metal and Flashing - M	\$6,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,000.00	\$0.00								
30	7.C Thermal-Moist PR.Misc. Credit	Sheet Metal and Flashing - L	\$12,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$12,000.00	\$0.00								
31	7.C Thermal-Moist PR.Misc. Credit	Joint Sealants - M	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00	\$0.00								
32	7.C Thermal-Moist PR.Misc. Credit	Joint Sealants - L	\$6,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,500.00	\$0.00								
33	7.C Thermal-Moist PR.Misc. Credit	Weather Barriers - M	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,000.00	\$0.00								
34	7.C Thermal-Moist PR.Misc. Credit	Weather Barriers - L	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$20,000.00	\$0.00								
35	7.C Thermal-Moist PR.Misc. Credit	Metal Wall Panels - M	\$250,000.00	\$0.00	\$0.00	\$23,870.00	\$23,870.00	9.55%	\$226,130.00	\$1,193.50								
36	7.C Thermal-Moist PR.Misc. Credit	Metal Wall Panels - L	\$63,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$63,000.00	\$0.00								
37	8.C Doors & Windows.Misc. Credit	HM Doors/Frames - M	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$20,000.00	\$0.00								
38	8.C	HM Doors/Frames - L	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$15,000.00	\$0.00								

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				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G / C)			
	Doors & Windows.Misc. Credit									
39	8.C Doors & Windows.Misc. Credit	Door Hardware - M	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$50,000.00	\$0.00
40	8.C Doors & Windows.Misc. Credit	Door Hardware - L	\$7,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,500.00	\$0.00
41	8.C Doors & Windows.Misc. Credit	Wood Doors - M	\$16,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$16,000.00	\$0.00
42	8.C Doors & Windows.Misc. Credit	Wood Doors - L	\$6,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,500.00	\$0.00
43	8.C Doors & Windows.Misc. Credit	Coiling Counter Doors - M	\$6,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,500.00	\$0.00
44	8.C Doors & Windows.Misc. Credit	Coiling Counter Doors - L	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,000.00	\$0.00
45	8.C Doors & Windows.Misc. Credit	Storefronts & Entrances - M	\$205,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$205,000.00	\$0.00
46	8.C Doors & Windows.Misc. Credit	Storefronts & Entrances - L	\$90,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$90,000.00	\$0.00
47	9.C Finishes.Misc. Credit	Interior Painting - M	\$9,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$9,500.00	\$0.00
48	9.C Finishes.Misc. Credit	Interior Painting - L	\$34,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$34,000.00	\$0.00
49	9.C Finishes.Misc. Credit	Wall Coverings - M	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$15,000.00	\$0.00
50	9.C Finishes.Misc. Credit	Wall Coverings - L	\$16,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$16,000.00	\$0.00
51	9.C Finishes.Misc. Credit	High Performance Coatings - M	\$9,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$9,500.00	\$0.00
52	9.C Finishes.Misc. Credit	High Performance Coatings - L	\$22,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$22,000.00	\$0.00
53	9.C Finishes.Misc. Credit	Metal Framing - M	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$25,000.00	\$0.00
54	9.C Finishes.Misc. Credit	Metal Framing - L	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$50,000.00	\$0.00
55	9.C Finishes.Misc. Credit	Thermal Insulation - M	\$8,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,000.00	\$0.00
56	9.C Finishes.Misc. Credit	Thermal Insulation - L	\$8,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,000.00	\$0.00
57	9.C Finishes.Misc. Credit	Firestopping - M	\$8,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,000.00	\$0.00
58	9.C	Firestopping - L	\$8,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,000.00	\$0.00

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				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G / C)			
	Finishes.Misc. Credit									
59	9.C Finishes.Misc. Credit	Gyp Board Assemblies - M	\$95,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$95,000.00	\$0.00
60	9.C Finishes.Misc. Credit	Gyp Board Assemblies - L	\$175,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$175,000.00	\$0.00
61	9.C Finishes.Misc. Credit	Gyp Sheathing - M	\$16,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$16,000.00	\$0.00
62	9.C Finishes.Misc. Credit	Gyp Sheathing - L	\$27,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$27,000.00	\$0.00
63	9.C Finishes.Misc. Credit	Acoustical Ceilings - M	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$25,000.00	\$0.00
64	9.C Finishes.Misc. Credit	Acoustical Ceilings - L	\$13,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$13,000.00	\$0.00
65	9.C Finishes.Misc. Credit	Suspended Wood Ceilings - M	\$40,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$40,000.00	\$0.00
66	9.C Finishes.Misc. Credit	Suspended Wood Ceilings - L	\$8,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,000.00	\$0.00
67	9.C Finishes.Misc. Credit	Ceramic Tile - M	\$55,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$55,000.00	\$0.00
68	9.C Finishes.Misc. Credit	Ceramic Tile - L	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$25,000.00	\$0.00
69	9.C Finishes.Misc. Credit	Resilient Flooring - M	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$15,000.00	\$0.00
70	9.C Finishes.Misc. Credit	Resilient Flooring - L	\$3,800.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,800.00	\$0.00
71	9.C Finishes.Misc. Credit	Tile Carpeting - M	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$25,000.00	\$0.00
72	9.C Finishes.Misc. Credit	Tile Carpeting - L	\$3,700.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,700.00	\$0.00
73	10.C Specialty Items.Misc. Credit	Toilet Accessories - M	\$4,250.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,250.00	\$0.00
74	10.C Specialty Items.Misc. Credit	Toilet Accessories - L	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,500.00	\$0.00
75	10.C Specialty Items.Misc. Credit	Flagpole - M	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,000.00	\$0.00
76	10.C Specialty Items.Misc. Credit	Flagpole - L	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,500.00	\$0.00
77	10.C Specialty Items.Misc. Credit	Folding Panel Partition - M	\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$30,000.00	\$0.00
78	10.C Specialty Items.Misc. Credit	Folding Panel Partition - L	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$15,000.00	\$0.00
79	10.C	Toilet Partitions - M	\$5,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,500.00	\$0.00

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				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G / C)			
	Specialty Items.Misc. Credit									
80	10.C Specialty Items.Misc. Credit	Toilet Partitions - L	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,500.00	\$0.00
81	10.C Specialty Items.Misc. Credit	Signage - M	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$15,000.00	\$0.00
82	10.C Specialty Items.Misc. Credit	Signage - L	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,500.00	\$0.00
83	12.C Special Equipment.Misc. Credit	Countertops - M	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$20,000.00	\$0.00
84	12.C Special Equipment.Misc. Credit	Countertops - L	\$17,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$17,000.00	\$0.00
85	12.C Special Equipment.Misc. Credit	Window Shades - M	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,000.00	\$0.00
86	12.C Special Equipment.Misc. Credit	Window Shades - L	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,000.00	\$0.00
87	14.C Cranes and Hoists.Misc. Credit	Electric Traction Elevator - M	\$85,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$85,000.00	\$0.00
88	14.C Cranes and Hoists.Misc. Credit	Electric Traction Elevator - L	\$45,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$45,000.00	\$0.00
89	15.C Mechanical.Misc. Credit	Fire Sprinkler - M	\$38,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$38,000.00	\$0.00
90	15.C Mechanical.Misc. Credit	Fire Sprinkler - L	\$23,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$23,000.00	\$0.00
91	15.C Mechanical.Misc. Credit	Hangers and Supports - M	\$8,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,000.00	\$0.00
92	15.C Mechanical.Misc. Credit	Hangers and Supports - L	\$7,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,500.00	\$0.00
93	15.C Mechanical.Misc. Credit	Plumbing ID - M	\$800.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$800.00	\$0.00
94	15.C Mechanical.Misc. Credit	Plumbing ID - L	\$1,100.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,100.00	\$0.00
95	15.C Mechanical.Misc. Credit	Insulation - M	\$6,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,500.00	\$0.00
96	15.C Mechanical.Misc. Credit	Insulation - L	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,000.00	\$0.00
97	15.C Mechanical.Misc. Credit	Plumbing Piping - M	\$36,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$36,000.00	\$0.00
98	15.C Mechanical.Misc. Credit	Plumbing Piping - L	\$35,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$35,000.00	\$0.00

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99	15.C Mechanical.Misc. Credit	Gas Piping - M	\$13,800.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$13,800.00	\$0.00
100	15.C Mechanical.Misc. Credit	Gas Piping - L	\$22,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$22,000.00	\$0.00
101	15.C Mechanical.Misc. Credit	Plumbing Specialties - M	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,000.00	\$0.00
102	15.C Mechanical.Misc. Credit	Plumbing Specialties - L	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00	\$0.00
103	15.C Mechanical.Misc. Credit	Domestic Water Pumps - M	\$5,300.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,300.00	\$0.00
104	15.C Mechanical.Misc. Credit	Domestic Water Pumps - L	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,500.00	\$0.00
105	15.C Mechanical.Misc. Credit	Sump Pumps - M	\$3,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,500.00	\$0.00
106	15.C Mechanical.Misc. Credit	Sump Pumps - L	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,000.00	\$0.00
107	15.C Mechanical.Misc. Credit	Plumbing Equipment - M	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,000.00	\$0.00
108	15.C Mechanical.Misc. Credit	Plumbing Equipment - L	\$6,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,000.00	\$0.00
109	15.C Mechanical.Misc. Credit	Plumbing Fixtures - M	\$48,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$48,000.00	\$0.00
110	15.C Mechanical.Misc. Credit	Plumbing Fixtures - L	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$20,000.00	\$0.00
111	15.C Mechanical.Misc. Credit	RTU, Cabinet & Duct Heater - M	\$153,400.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$153,400.00	\$0.00
112	15.C Mechanical.Misc. Credit	RTU, Cabinet & Duct Heater - L	\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$28,000.00	\$0.00
113	15.C Mechanical.Misc. Credit	Terminal Air Box & System Management - M	\$55,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$55,000.00	\$0.00
114	15.C Mechanical.Misc. Credit	Terminal Air Box & System Management - L	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$25,000.00	\$0.00
115	15.C Mechanical.Misc. Credit	Screen Wall - M	\$44,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$44,000.00	\$0.00
116	15.C Mechanical.Misc. Credit	Screen Wall - L	\$2,100.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,100.00	\$0.00
117	15.C Mechanical.Misc. Credit	GRD's FD's - M	\$7,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,500.00	\$0.00
118	15.C Mechanical.Misc. Credit	GRD's & FD's - L	\$19,400.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$19,400.00	\$0.00
119	15.C Mechanical.Misc. Credit	Mini Split & Exhaust Fan - M	\$7,900.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,900.00	\$0.00
120	15.C Mechanical.Misc. Credit	Mini Split & Exhaust Fan - L	\$5,200.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,200.00	\$0.00
121	15.C Mechanical.Misc. Credit	Ductwork - M	\$24,900.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$24,900.00	\$0.00
122	15.C	Ductwork - L	\$57,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$57,000.00	\$0.00



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				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	Mechanical.Misc. Credit									
123	15.C Mechanical.Misc. Credit	Hangers - M	\$3,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,500.00	\$0.00
124	15.C Mechanical.Misc. Credit	Hangers - L	\$13,600.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$13,600.00	\$0.00
125	15.C Mechanical.Misc. Credit	TAB - L&M	\$9,400.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$9,400.00	\$0.00
126	16.C Electrical.Misc. Credit	Site-service work - Material	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$15,000.00	\$0.00
127	16.C Electrical.Misc. Credit	Site-service work - Labor	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$20,000.00	\$0.00
128	16.C Electrical.Misc. Credit	Temporary Power - Labor	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,000.00	-\$0.00
129	16.C Electrical.Misc. Credit	Temporary Power - Material	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,000.00	\$0.00
130	16.C Electrical.Misc. Credit	Underground Raceway - Material	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$25,000.00	\$0.00
131	16.C Electrical.Misc. Credit	Underground Raceway - Labor	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$25,000.00	\$0.00
132	16.C Electrical.Misc. Credit	Raceway - Material	\$62,300.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$62,300.00	\$0.00
133	16.C Electrical.Misc. Credit	Raceway - Labor	\$52,600.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$52,600.00	\$0.00
134	16.C Electrical.Misc. Credit	Generator - Material	\$29,600.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$29,600.00	\$0.00
135	16.C Electrical.Misc. Credit	Generator - Labor	\$18,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$18,000.00	\$0.00
136	16.C Electrical.Misc. Credit	Distribution - Material	\$55,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$55,000.00	\$0.00
137	16.C Electrical.Misc. Credit	Distribution - Labor	\$55,700.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$55,700.00	\$0.00
138	16.C Electrical.Misc. Credit	Lighting - Material	\$122,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$122,500.00	\$0.00
139	16.C Electrical.Misc. Credit	Lighting - Labor	\$44,600.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$44,600.00	\$0.00
140	16.C Electrical.Misc. Credit	Fire Alarm - Material	\$20,400.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$20,400.00	\$0.00
141	16.C Electrical.Misc. Credit	Fire Alarm - Labor	\$9,300.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$9,300.00	\$0.00
142	16.C Electrical.Misc. Credit	Device - Material	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,500.00	\$0.00
143	16.C Electrical.Misc. Credit	Device - Labor	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,500.00	\$0.00
144	16.C Electrical.Misc. Credit	Communications - Material	\$27,900.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$27,900.00	\$0.00
145	16.C Electrical.Misc. Credit	Communications - Labor	\$24,400.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$24,400.00	\$0.00

ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
				146	16.C Electrical.Misc. Credit					
147	16.C Electrical.Misc. Credit	Audio/Visual - Labor	\$40,109.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$40,109.00	\$0.00
148	16.C Electrical.Misc. Credit	Security - Material	\$25,603.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$25,603.00	\$0.00
149	16.C Electrical.Misc. Credit	Security - Labor	\$10,459.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,459.00	\$0.00
150	2.C Sitework.Misc. Credit	Site Clearing & Earthwork - L&M	\$110,000.00	\$60,500.00	\$0.00	\$0.00	\$60,500.00	55.00%	\$49,500.00	\$3,025.00
151	2.C Sitework.Misc. Credit	Plantings - M	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$15,000.00	\$0.00
152	2.C Sitework.Misc. Credit	Concrete Paving - M	\$75,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$75,000.00	\$0.00
153	2.C Sitework.Misc. Credit	Concrete Paving - L	\$45,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$45,000.00	\$0.00
154	2.C Sitework.Misc. Credit	Plantings - L	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,500.00	\$0.00
155	2.C Sitework.Misc. Credit	Seeding & SOD - M	\$6,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,500.00	\$0.00
156	2.C Sitework.Misc. Credit	Seeding & SOD - L	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,500.00	\$0.00
157	2.C Sitework.Misc. Credit	Mulch - M	\$7,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,500.00	\$0.00
158	2.C Sitework.Misc. Credit	Mulch - L	\$4,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,500.00	\$0.00
159	2.C Sitework.Misc. Credit	Retaining Wall - M	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$25,000.00	\$0.00
160	2.C Sitework.Misc. Credit	Retaining Wall - L	\$8,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,500.00	\$0.00
161	2.C Sitework.Misc. Credit	Storm Sewer - M	\$175,000.00	\$0.00	\$122,500.00	\$0.00	\$122,500.00	70.00%	\$52,500.00	\$6,125.00
162	2.C Sitework.Misc. Credit	Storm Sewer - L	\$55,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$55,000.00	\$0.00
163	2.C Sitework.Misc. Credit	Water Service - M	\$21,000.00	\$0.00	\$19,950.00	\$0.00	\$19,950.00	95.00%	\$1,050.00	\$997.50
164	2.C Sitework.Misc. Credit	Water Service - L	\$12,000.00	\$0.00	\$6,000.00	\$0.00	\$6,000.00	50.00%	\$6,000.00	\$300.00
165	2.C Sitework.Misc. Credit	Sanitary Service - M	\$9,100.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$9,100.00	\$0.00
166	2.C Sitework.Misc. Credit	Sanitary Service - L	\$12,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$12,000.00	\$0.00
<b>TOTALS:</b>			<b>\$5,752,500.00</b>	<b>\$171,917.10</b>	<b>\$199,100.00</b>	<b>\$23,870.00</b>	<b>\$394,887.10</b>	<b>6.86%</b>	<b>\$5,357,612.90</b>	<b>\$19,744.36</b>

Grand Totals									
A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$5,752,500.00	\$171,917.10	\$199,100.00	\$23,870.00	\$394,887.10	6.86%	\$5,357,612.90	\$19,744.36

**RESOLUTION NO. 2023-97**

**A RESOLUTION APPROVING CHANGE ORDER NO. 1 FOR THE  
CITY HALL/COMMUNITY ROOM PROJECT**

---

**WHEREAS**, the City of Polk City, City Council, approved Resolution 2023-22 ordering construction for the City Hall/Community Room Project on February 13, 2023; and

**WHEREAS**, the City Council approved Resolution 2023-37 on March 27, 2023, awarding the construction contract to Henkel Construction Company; and

**WHEREAS**, on March 27, 2023, the City Council approved Resolution 2023-38 approving the contract in the amount of \$5,740,000 with alternate #2 bid totaling \$4,500 and alternate # 5 totaling \$8,000 for a total contract of \$5,752,500; and

**WHEREAS**, Henkel Construction Company and the City Architect, FEH Design have submitted to the City of Polk City, Change Order No. 1 in the reduced amount of **-\$21,489.82**.

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Polk City, Iowa hereby approves change order No. 1 in the reduced amount of **-\$21,489.82**.

**PASSED AND APPROVED** the 14 day of August 2023.

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Steve Karsjen, Mayor

ATTEST:

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Jenny Coffin, City Clerk



# AIA® Document G701® – 2017

## Change Order

**PROJECT:** *(Name and address)*  
2022213 Polk City New City Hall  
200 S 4th St,  
Polk City IA 50226

**CONTRACT INFORMATION:**  
Contract For: General Construction  
Date: March 27, 2023

**CHANGE ORDER INFORMATION:**  
Change Order Number: 001  
Date: August 8, 2023

**OWNER:** *(Name and address)*  
City of Polk City, Iowa  
112 S 3rd St  
Polk City, IA 50226

**ARCHITECT:** *(Name and address)*  
FEH Design  
604 East Grand Avenue  
Des Moines, Iowa 50309

**CONTRACTOR:** *(Name and address)*  
Henkel Construction Company  
208 East State Street  
Mason City, IA 50401

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

Scope modifications with include:

Architect's Proposal Request #1: Elevator Pit Waterproofing

- Includes the addition of material and labor to install waterproofing material around the elevator pit foundation walls. See attachment. ADD \$2,661.18

Architect's Proposal Request #2: Value Engineering Items

- Includes all items proposed by Architect & General Contractor for cost savings measurers. See attachment. DEDUCT \$24,151.00

Total Change in Cost: DEDUCT \$21,489.82

The original Contract Sum was	\$	5,752,500.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	5,752,500.00
The Contract Sum will be decreased by this Change Order in the amount of	\$	21,489.82
The new Contract Sum including this Change Order will be	\$	5,731,010.18

The Contract Time will be increased by Zero (0) days.

The new date of Substantial Completion will be unchanged

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

FEH Design  
\_\_\_\_\_  
**ARCHITECT** *(Firm name)*

Henkel Construction Company  
\_\_\_\_\_  
**CONTRACTOR** *(Firm name)*

City of Polk City, Iowa  
\_\_\_\_\_  
**OWNER** *(Firm name)*

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**SIGNATURE**

Cory W. Sharp, AIA, Architect  
\_\_\_\_\_  
**PRINTED NAME AND TITLE**

\_\_\_\_\_  
**PRINTED NAME AND TITLE**

Steve Karsjen, Mayor  
\_\_\_\_\_  
**PRINTED NAME AND TITLE**

August 8, 2023  
\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**DATE**



PCO #001

Henkel Construction Company
2500 Ford Street
Ames, Iowa 50010
Phone: (515) 232-7072
Fax: (515) 663-9644

Project: 2321A - Polk City New City Hall
200 S 4th St.
Polk City, Iowa 50226

Prime Contract Potential Change Order #001: PR #1 - Elevator Waterproofing

Table with 4 columns: Field Name, Value, Field Name, Value. Includes fields like TO: City of Polk City, FROM: Henkel Construction Company, PCO NUMBER/REVISION: 001 / 0, CONTRACT: 1 - Polk City New City Hall, etc.

POTENTIAL CHANGE ORDER TITLE: PR #1 - Elevator Waterproofing

CHANGE REASON: B

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)
CE #001 - PR #1 - Elevator Waterproofing

ATTACHMENTS:

Polk City New City Hall Proposal - CK Fairco.pdf \_PR 1.pdf

Table with 5 columns: #, Cost Code, Description, Type, Amount. Lists items like 1-101 - Superintendent, 7-120 - Waterproofing, and various subtotal and total amounts.

WE HAVE REVIEWED THE CONTRACTOR'S PRICING FOR THE WORK DESCRIBED AND FIND IT REASONABLE AND ACCEPTABLE. FEH DESIGN logo and signature of Cory W. Sharp dated 05, 25, 2023.

Approved By:

Name: \_\_\_\_\_

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

# CK Fairco, Inc.

405 E. Madison Street.  
Winterset, IA. 50273  
PH. 515-462-9032 / FAX 515-462-9036

## Proposal

Proposal No: 23031402  
Proposal Date: March 14, 2023

**Customer:**  
Bidders

**Project:**  
Polk City New City Hall  
200 S 4th Street  
Polk City, IA 50226

**Attn: Estimating Dept.**

We propose all labor, material and equipment on the above named project to install sealants, waterproofing, and structural grout for the following scope of work:

**Scope of Work:**

**Joint Sealants:**

1. Exterior perimeter around windows in masonry.
2. Exterior Masonry control joints.
3. Hollow metal frames.
4. Joint between brick and metal panels.
5. Exterior expansion joint at exterior wall to slab.
6. Interior side of windows to finishes.
7. Interior control joint at slab to exterior wall.
8. All other sealants not listed above are excluded.

~~Total \$17,710.00~~

**Waterproofing:**

1. Provide and install waterproofing at elevator pit walls and top of footing.
2. Provide and install drainage composite at elevator pit walls

**Total \$ 2,200.00**

**Structural Grout:**

1. Provide and install structural grout at steel columns.

~~Total \$ 3,740.00~~

**Air Barrier:**

1. Provide and install air barrier behind metal panels and brick veneer per manufacturers direction and specification.

~~Total \$ 47,300.00~~

CKFI's intention it to obtain a contract for all the work listed. Any separation of this scope of work must be authorized by CKFI prior to awarding of a contract.

\*\*All material cost are guaranteed for a period of 30 days from the bid date listed above. After 30 days this bid may be subject to price increases and therefore cannot be guaranteed beyond 30 days without prior consent from CK Fairco, Inc.

Authorized  
Signature:

*Christopher D. Fairholm*

Christopher D. Fairholm / President

Total Job Cost

~~\$ 70,950.00~~

for Proposal:

Job cost does include tax or applicable surcharges

Signature:

Date:

Acceptance of Proposal

## REQUEST FOR PROPOSAL

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**DATE** April 28, 2023

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**RFP #** 1

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**DESCRIPTION** Elevator Pit Waterproofing

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**# OF PAGES** 9 (INCLUDING COVER)

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**ATTENTION** Kyle Sievers

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**COMPANY** Henkel Construction

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**ADDRESS** 2500 Ford St

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Ames, IA 50010

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**PROJECT NAME** Polk City New City Hall

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**FEH PROJECT NUMBER** 2022213.01

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**PROJECT ADDRESS** 200 S 4<sup>th</sup> St

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Polk City, IA 50226

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**ATTACHMENTS** SPEC SECTION 07 1326: SELF-ADHERING SHEET WATERPROOFING  
SHEET A5.5: WALL SECTIONS  
SHEET A6.4: DETAILS

---

**COVERE**

Please provide a cost breakdown in accordance with the Contract Documents for the Proposed Changes to the Contract as described below and on the attachments (if any) listed. This is not an authorization to proceed with the work described herein unless and until approved by the Owner. On approval, the change will be included in a formal Change Order.

---

**COMMENTS**

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Add Self-Adhering Sheet Waterproofing around the outside of the elevator pit according to attached details and specifications.



## **SECTION 07 1326-SELF-ADHERING SHEET WATERPROOFING**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### **1.2 SUMMARY**

- A. Section Includes:
  - 1. Modified bituminous sheet waterproofing.
  - 2. Modified bituminous sheet waterproofing, fabric reinforced.
- B. Related Requirements:
  - 1. Section 07 9500 "Expansion Control" for plaza- or foundation-wall expansion-joint assemblies that interface with waterproofing.

#### **1.3 PREINSTALLATION MEETINGS**

- A. Preinstallation Conference: Conduct conference at Project site.
  - 1. Review waterproofing requirements including surface preparation, substrate condition and pretreatment, minimum curing period, forecasted weather conditions, special details and sheet flashings, installation procedures, testing and inspection procedures, and protection and repairs.

#### **1.4 ACTION SUBMITTALS**

- A. Product Data: For each type of product.
  - 1. Include construction details, material descriptions, and tested physical and performance properties of waterproofing.
  - 2. Include manufacturer's written instructions for evaluating, preparing, and treating substrate.
- B. Shop Drawings: Show locations and extent of waterproofing and details of substrate joints and cracks, sheet flashings, penetrations, inside and outside corners, tie-ins with adjoining waterproofing, and other termination conditions.
  - 1. Include setting drawings showing layout, sizes, sections, profiles, and joint details of pedestal-supported concrete pavers.
- C. Samples: For each exposed product and for each color and texture specified, including the following products:

1. 8-by-8-inchesquare of waterproofing and flashing sheet.
2. 8-by-8-inchesquare of insulation.
3. 4-by-4-inchesquare of drainage panel.
4. Paver pedestal assembly.

## **1.5 INFORMATIONAL SUBMITTALS**

- A. Qualification Data: For Installer.

## **1.6 QUALITY ASSURANCE**

- A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by waterproofing manufacturer.
- B. Mockups: Build mockups to verify selections made under Sample submittals and to set quality standards for installation.
  1. Build for each typical waterproofing installation including accessories to demonstrate surface preparation, crack and joint treatment, corner treatment, and protection.
    - a. Size: 100 sq. ft.in area.
    - b. Description: Each type of wall installation.
  2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
  3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

## **1.7 FIELD CONDITIONS**

- A. Environmental Limitations: Apply waterproofing within the range of ambient and substrate temperatures recommended by waterproofing manufacturer. Do not apply waterproofing to a damp or wet substrate.
  1. Do not apply waterproofing in snow, rain, fog, or mist.
- B. Maintain adequate ventilation during preparation and application of waterproofing materials.

## **1.8 WARRANTY**

- A. Manufacturer's Warranty: Manufacturer's standard materials-only warranty in which manufacturer agrees to furnish replacement waterproofing material for waterproofing that does not comply with requirements or that fails to remain watertight within specified warranty period.
  1. Warranty Period: Five years from date of Substantial Completion.

## **PART 2 - PRODUCTS**

### **2.1 MODIFIED BITUMINOUS SHEET WATERPROOFING**

- A. Modified Bituminous Sheet: Minimum 60-mil nominal thickness, self-adhering sheet consisting of 56 mils of rubberized asphalt laminated on one side to a 4-mil-thick, polyethylene-film reinforcement, and with release liner on adhesive side; formulated for application with primer or surface conditioner that complies with VOC limits of authorities having jurisdiction.
1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Carlisle Coatings & Waterproofing Inc.; CCW MiraDRI 860/861.
    - b. Grace, W. R., & Co. - Conn.; Bituthene 4000.
    - c. Meadows, W. R., Inc.; SealTight Mel-Rol.
    - d. Henry Company; Blueskin WP 200
    - e. Or approved equal.
  2. Physical Properties:
    - a. Tensile Strength, Membrane: 250 psi minimum; ASTM D 412, Die C, modified.
    - b. Ultimate Elongation: 300 percent minimum; ASTM D 412, Die C, modified.
    - c. Low-Temperature Flexibility: Pass at minus 20 deg F; ASTM D 1970.
    - d. Crack Cycling: Unaffected after 100 cycles of 1/8-inch movement; ASTM C 836.
    - e. Puncture Resistance: 40 lbf minimum; ASTM E 154.
    - f. Water Absorption: 0.2 percent weight-gain maximum after 48-hour immersion at 70 deg F; ASTM D 570.
    - g. Water Vapor Permeance: 0.05 perms maximum; ASTM E 96/E 96M, Water Method.
    - h. Hydrostatic-Head Resistance: 200 feet minimum; ASTM D 5385.
  3. Sheet Strips: Self-adhering, rubberized-asphalt strips of same material and thickness as sheet waterproofing.
  4. Location: Elevator pit.

### **2.2 AUXILIARY MATERIALS**

- A. General: Furnish auxiliary materials recommended by waterproofing manufacturer for intended use and compatible with sheet waterproofing.
1. Furnish liquid-type auxiliary materials that comply with VOC limits of authorities having jurisdiction.
- B. Primer: Liquid waterborne primer recommended for substrate by sheet-waterproofing material manufacturer.
- C. Surface Conditioner: Liquid, waterborne surface conditioner recommended for substrate by sheet-waterproofing material manufacturer.
- D. Liquid Membrane: Elastomeric, two-component liquid, cold fluid applied, of trowel grade or low viscosity.

- E. Substrate Patching Membrane: Low-viscosity, two-component, modified asphalt coating.
- F. Metal Termination Bars: Aluminum bars, approximately 1 by 1/8 inch thick, predrilled at 9-inch centers.

### **2.3 INSULATION**

- A. Insulation, General: Comply with Section 07 2100 "Thermal Insulation."

### **2.4 INSULATION DRAINAGE PANELS**

- A. Geotextile-Faced, Wall-Insulation Drainage Panels: Extruded-polystyrene board insulation complying with ASTM C 578, Type VI, 40-psi minimum compressive strength; fabricated with tongue-and-groove edges and with one side having grooved drainage channels faced with nonwoven geotextile filter fabric.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements and other conditions affecting performance of the waterproofing.
  - 1. Verify that concrete has cured and aged for minimum time period recommended in writing by waterproofing manufacturer.
  - 2. Verify that substrate is visibly dry and within the moisture limits recommended in writing by manufacturer. Test for capillary moisture by plastic sheet method according to ASTM D 4263.
  - 3. Verify that compacted subgrade is dry, smooth, sound, and ready to receive waterproofing sheet.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.2 SURFACE PREPARATION**

- A. Clean, prepare, and treat substrates according to manufacturer's written instructions. Provide clean, dust-free, and dry substrates for waterproofing application.
- B. Mask off adjoining surfaces not receiving waterproofing to prevent spillage and overspray affecting other construction.
- C. Remove grease, oil, bitumen, form-release agents, paints, curing compounds, and other penetrating contaminants or film-forming coatings from concrete.
- D. Remove fins, ridges, mortar, and other projections and fill honeycomb, aggregate pockets, holes, and other voids.
- E. Prepare, fill, prime, and treat joints and cracks in substrates. Remove dust and dirt from joints and cracks according to ASTM D 4258.

1. Install sheet strips of width according to manufacturer's written instructions and center over treated construction and contraction joints and cracks exceeding a width of 1/16 inch.
- F. Corners: Prepare, prime, and treat inside and outside corners according to ASTM D 6135.
1. Install membrane strips centered over vertical inside corners. Install 3/4-inch fillets of liquid membrane on horizontal inside corners and as follows:
    - a. At footing-to-wall intersections, extend liquid membrane in each direction from corner or install membrane strip centered over corner.
- G. Prepare, treat, and seal vertical and horizontal surfaces at terminations and penetrations through waterproofing and at drains and protrusions according to ASTM D 6135.

### **3.3 MODIFIED BITUMINOUS SHEET-WATERPROOFING APPLICATION**

- A. Install modified bituminous sheets according to waterproofing manufacturer's written instructions and recommendations in ASTM D 6135.
- B. Apply primer to substrates at required rate and allow it to dry. Limit priming to areas that will be covered by sheet waterproofing in same day. Reprime areas exposed for more than 24 hours.
- C. Apply and firmly adhere sheets over area to receive waterproofing. Accurately align sheets and maintain uniform 2-1/2-inch-minimum lap widths and end laps. Overlap and seal seams, and stagger end laps to ensure watertight installation.
1. When ambient and substrate temperatures range between 25 and 40 deg F, install self-adhering, modified bituminous sheets produced for low-temperature application. Do not use low-temperature sheets if ambient or substrate temperature is higher than 60 deg F.
- D. Horizontal Application: Apply sheets from low to high points of decks to ensure that laps shed water.
- E. Apply continuous sheets over already-installed sheet strips, bridging substrate cracks, construction, and contraction joints.
- F. Seal edges of sheet-waterproofing terminations with mastic.
- G. Install sheet-waterproofing and auxiliary materials to tie into adjacent waterproofing.
- H. Repair tears, voids, and lapped seams in waterproofing not complying with requirements. Slit and flatten fishmouths and blisters. Patch with sheet waterproofing extending 6 inches beyond repaired areas in all directions.
- I. Immediately install protection course with butted joints over waterproofing membrane.
1. Insulation drainage panels may be used in place of a separate protection course to vertical applications when approved by waterproofing manufacturer and installed immediately.

### **3.4 INSULATION INSTALLATION**

- A. Install one or more layers of board insulation to achieve required thickness over waterproofed surfaces. Cut and fit to within 3/4 inch of projections and penetrations.
- B. On vertical surfaces, set insulation units in adhesive or tape applied according to manufacturer's written instructions.
- C. On horizontal surfaces, loosely lay insulation units according to manufacturer's written instructions. Stagger end joints and tightly abut insulation units.

### **3.5 INSULATION DRAINAGE-PANEL INSTALLATION**

- A. Install insulation drainage panels over waterproofed surfaces; cut and fit to within 3/4 inch of projections and penetrations.
- B. Ensure that drainage channels are aligned and free of obstructions.
- C. On vertical surfaces, set insulation drainage panels in adhesive or tape applied according to manufacturer's written instructions.
- D. On horizontal surfaces, loosely lay insulation drainage panels according to manufacturer's written instructions. Stagger end joints and tightly abut insulation units.

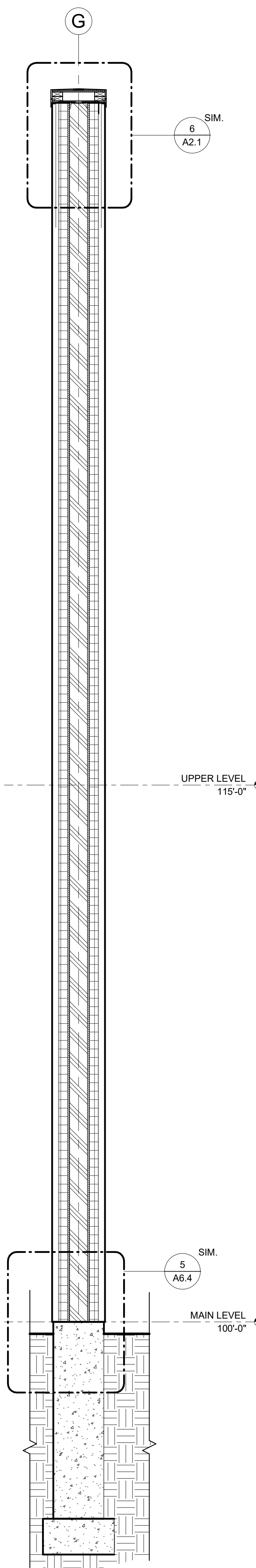
### **3.6 PROTECTION, REPAIR, AND CLEANING**

- A. Do not permit foot or vehicular traffic on unprotected membrane.
- B. Protect waterproofing from damage and wear during remainder of construction period.
- C. Protect installed insulation drainage panels from damage due to UV light, harmful weather exposures, physical abuse, and other causes. Provide temporary coverings where insulation is subject to abuse and cannot be concealed and protected by permanent construction immediately after installation.
- D. Correct deficiencies in or remove waterproofing that does not comply with requirements; repair substrates, reapply waterproofing, and repair sheet flashings.
- E. Clean spillage and soiling from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

**END OF SECTION 07 1326**

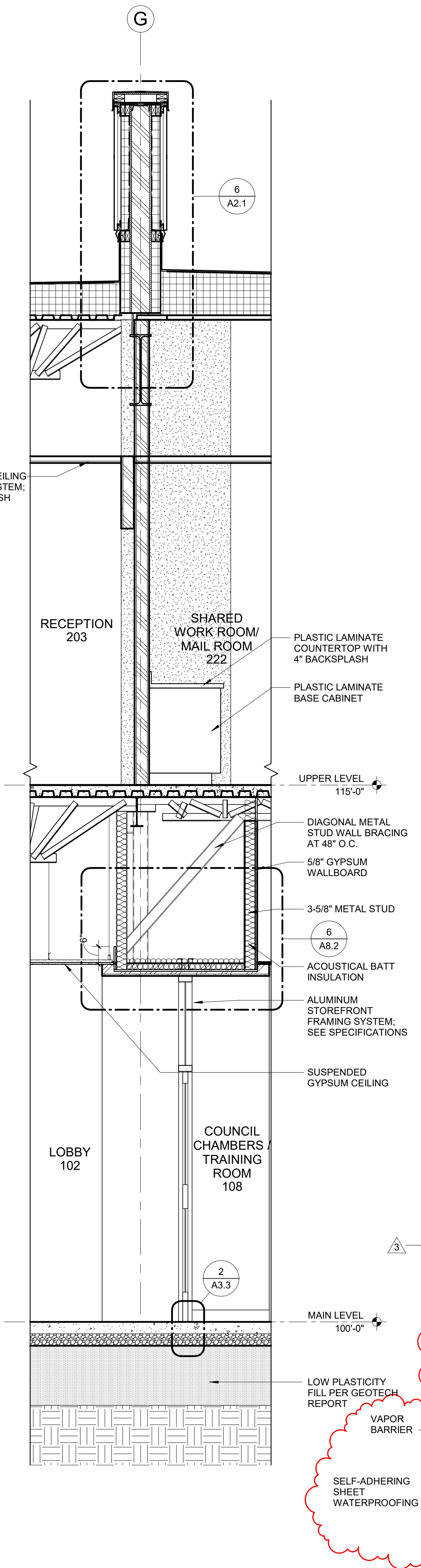
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Fri, 4/28/2023 3:00:25 PM



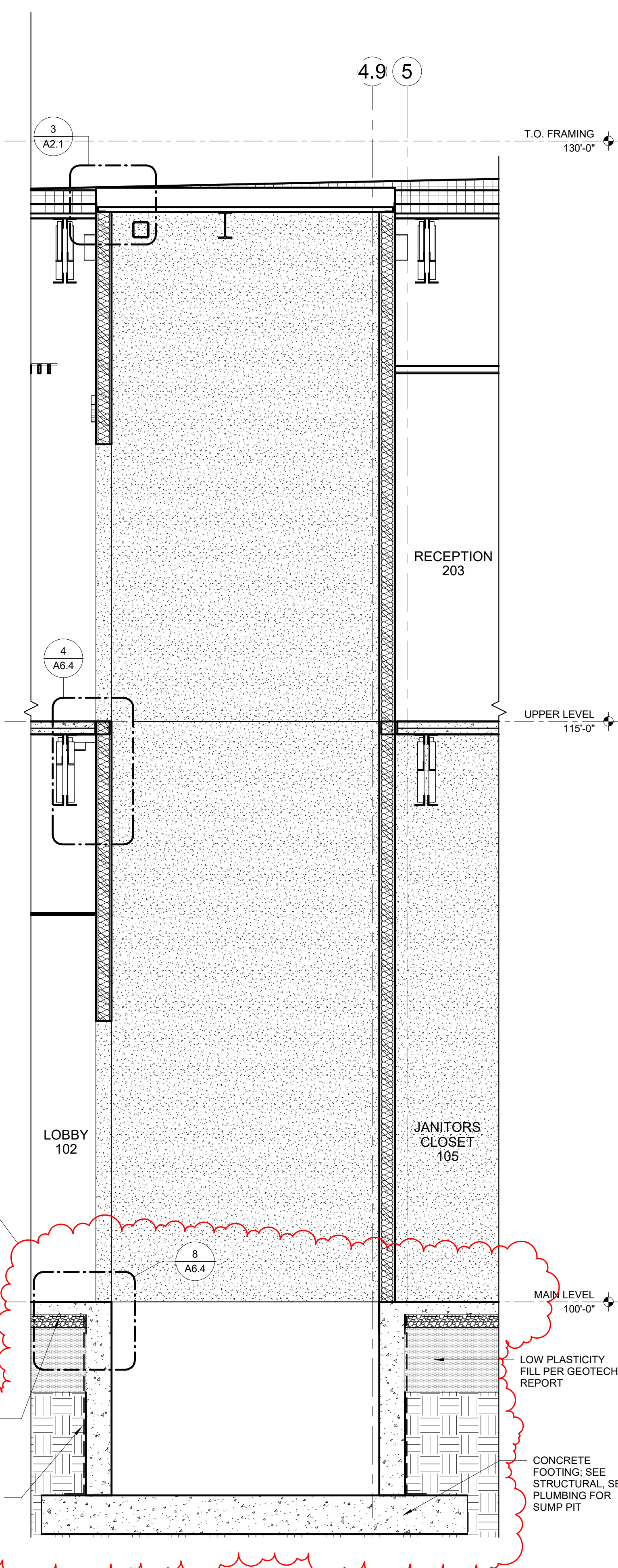
**1** CENTRAL WALL SECTION- EAST  
SCALE: 1/2" = 1'-0"

NOTE: REFER TO DETAIL 4 ON THIS SHEET FOR TYPICAL MATERIAL NOTES.



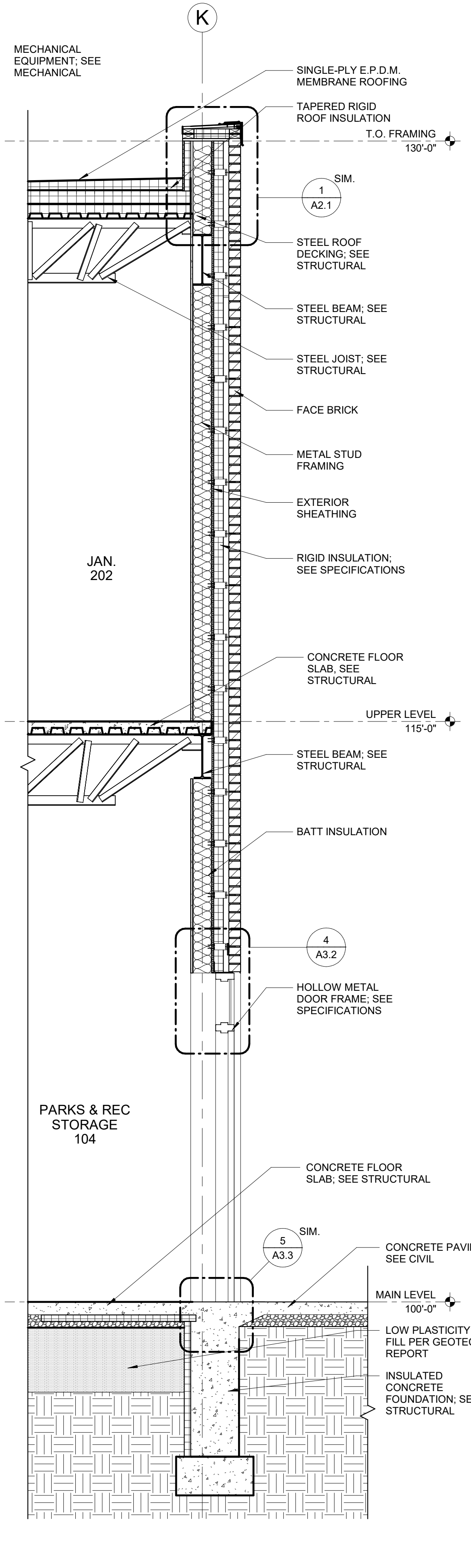
**2** CENTRAL WALL SECTION - WEST  
SCALE: 1/2" = 1'-0"

NOTE: REFER TO DETAIL 4 ON THIS SHEET FOR TYPICAL MATERIAL NOTES.

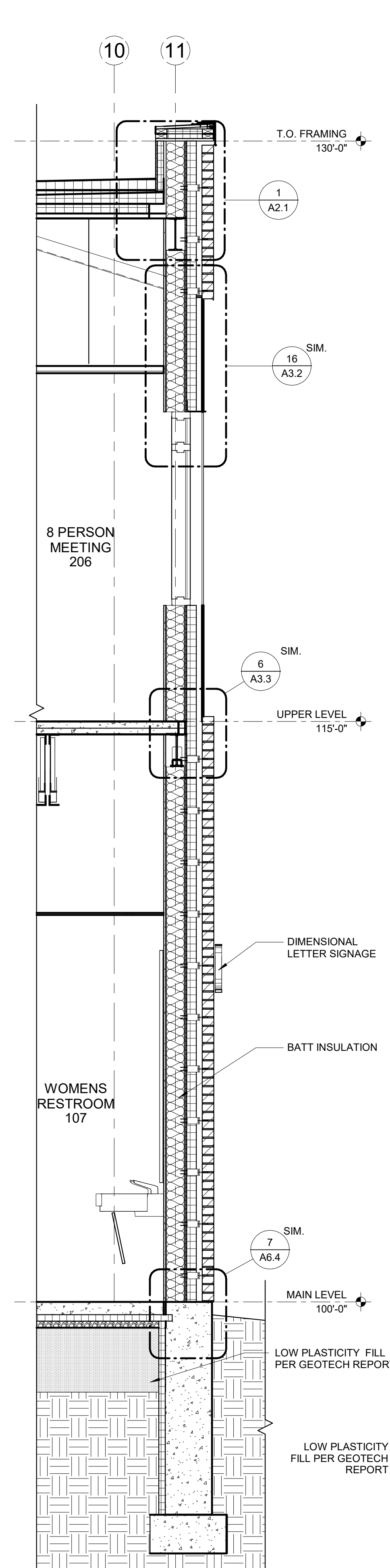


**3** ELEVATOR SECTION  
SCALE: 1/2" = 1'-0"

NOTE: REFER TO DETAIL 4 ON THIS SHEET FOR TYPICAL MATERIAL NOTES.

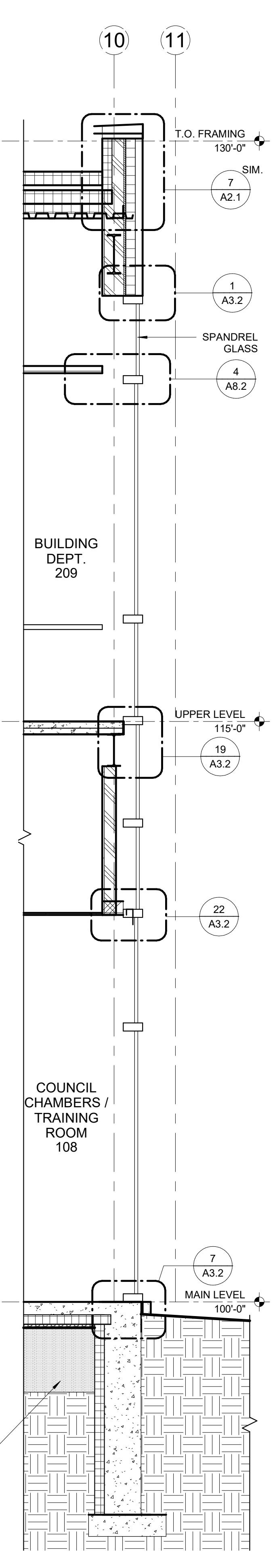


**4** WALL SECTION - SOUTH  
SCALE: 1/2" = 1'-0"



**5** WALL SECTION - EAST  
SCALE: 1/2" = 1'-0"

NOTE: REFER TO DETAIL 4 ON THIS SHEET FOR TYPICAL MATERIAL NOTES.



**6** AL-7 SECTION  
SCALE: 1/2" = 1'-0"

NOTE: REFER TO DETAIL 4 ON THIS SHEET FOR TYPICAL MATERIAL NOTES.

**FEH DESIGN**

DES MOINES, IA (515) 252-3889  
DUBUQUE, IA (663) 593-4600  
OCONOMOWOC, WI (262) 968-2055

**IMEG** **SNYDER & ASSOCIATES**

IN ASSOCIATION WITH

**FEH DESIGN**

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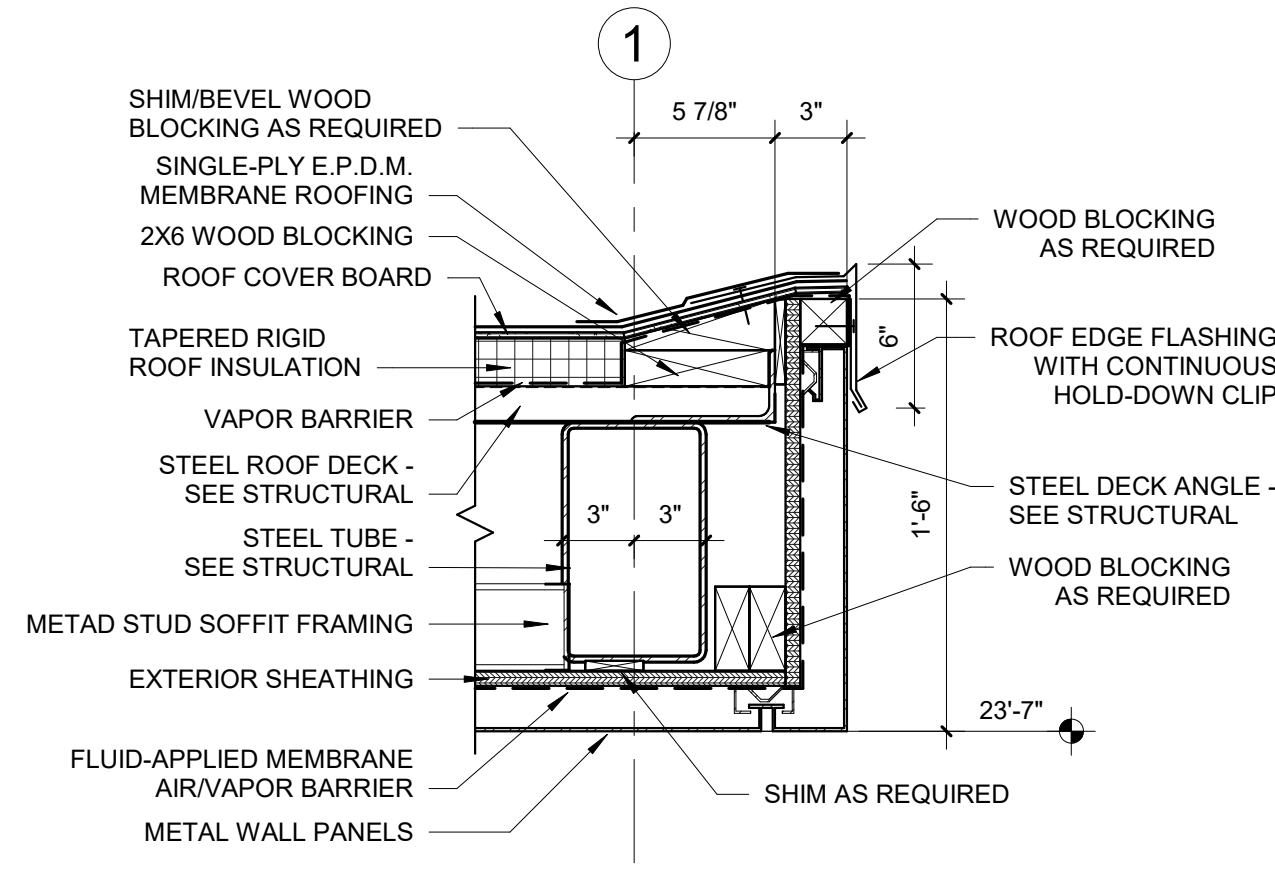
SHEET TITLE  
WALL SECTIONS

PROJECT TITLE CITY OF POLK CITY, IOWA  
**POLK CITY NEW CITY HALL**  
200 S 4TH STREET  
POLK CITY, IOWA 50226

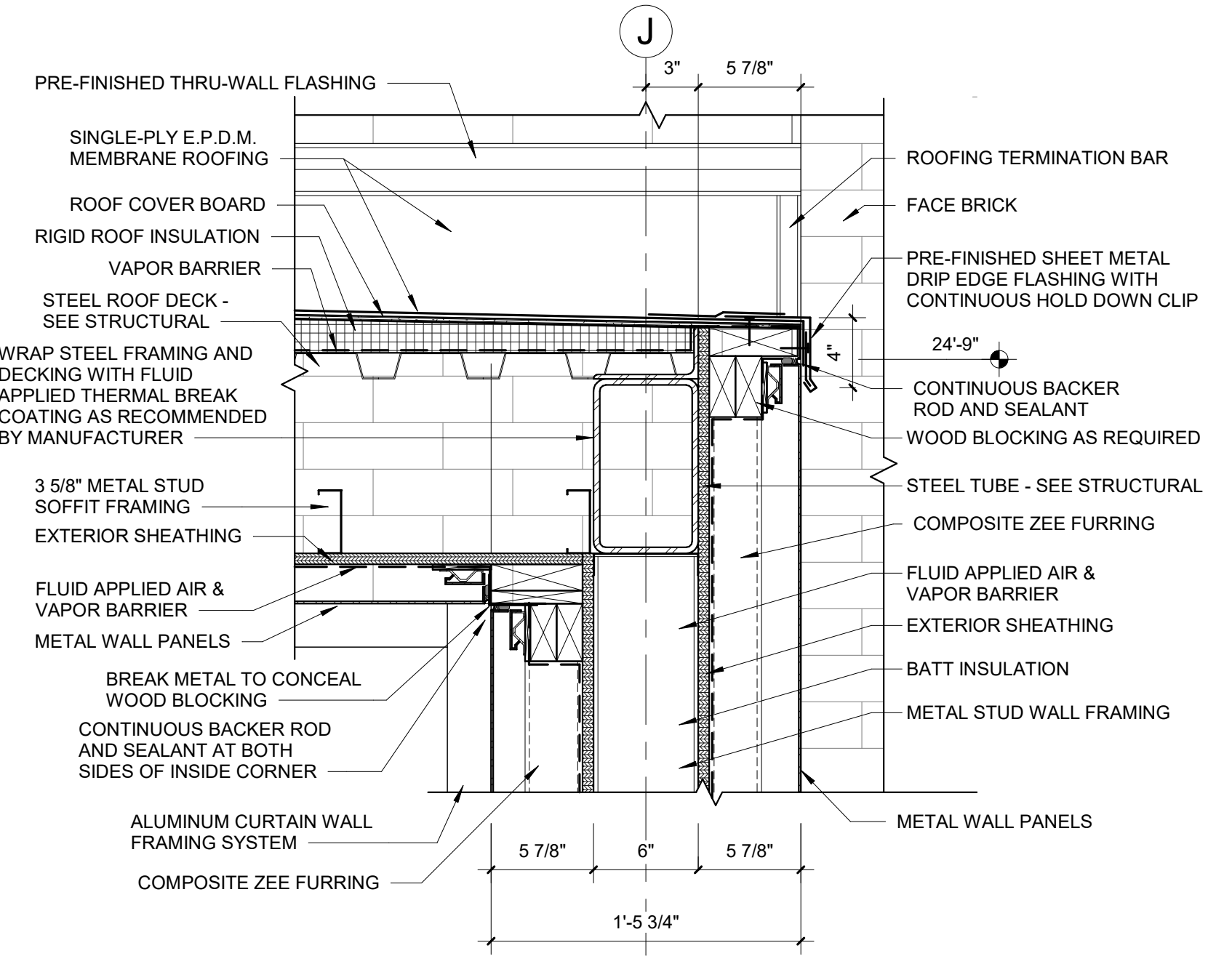
DATE ISSUED 2/24/2023  
REV. NO. 3 PR 1 DATE 4/28/2023

PROJECT NUMBER  
2022213.02

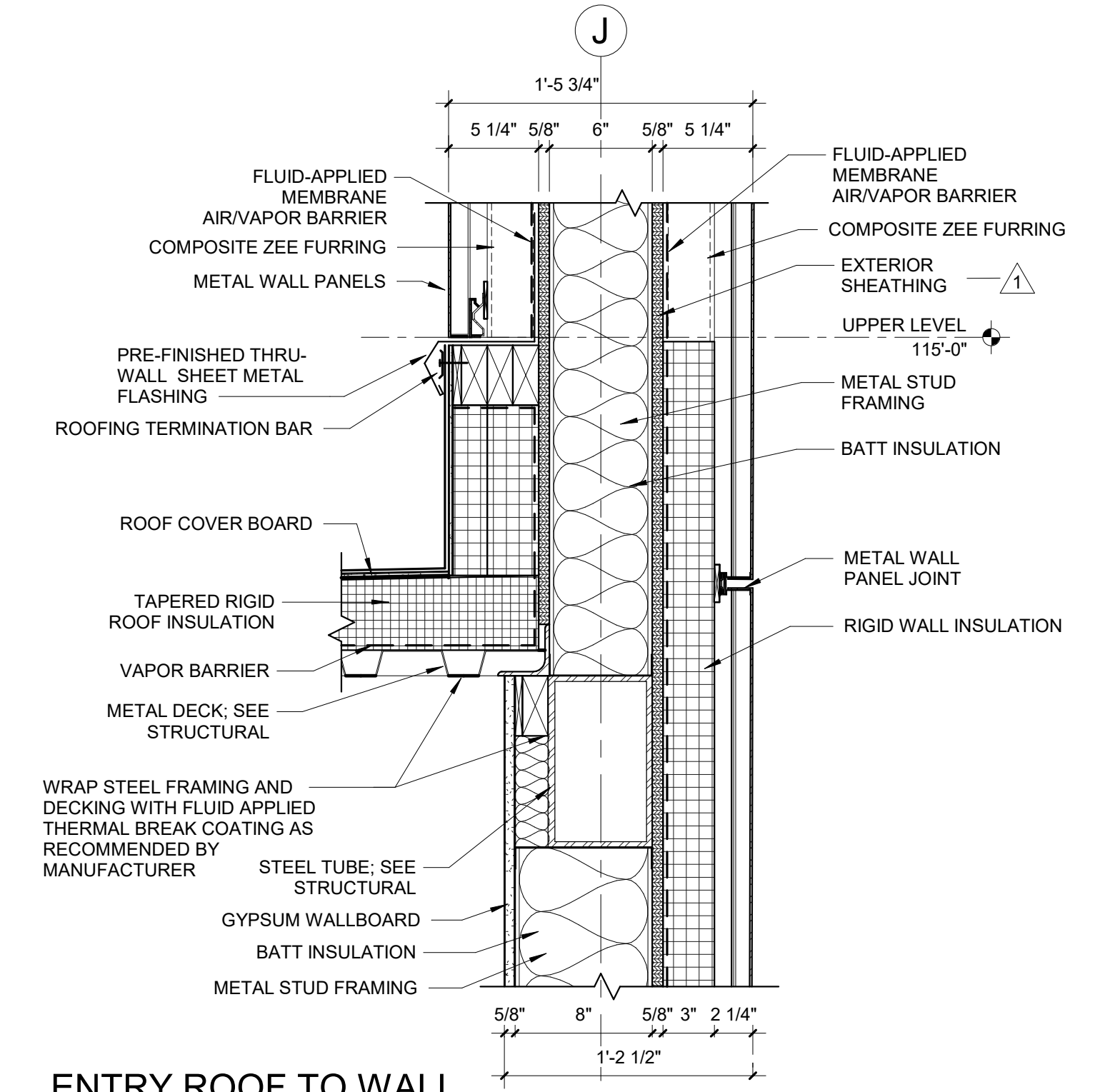
SHEET  
**A5.5**



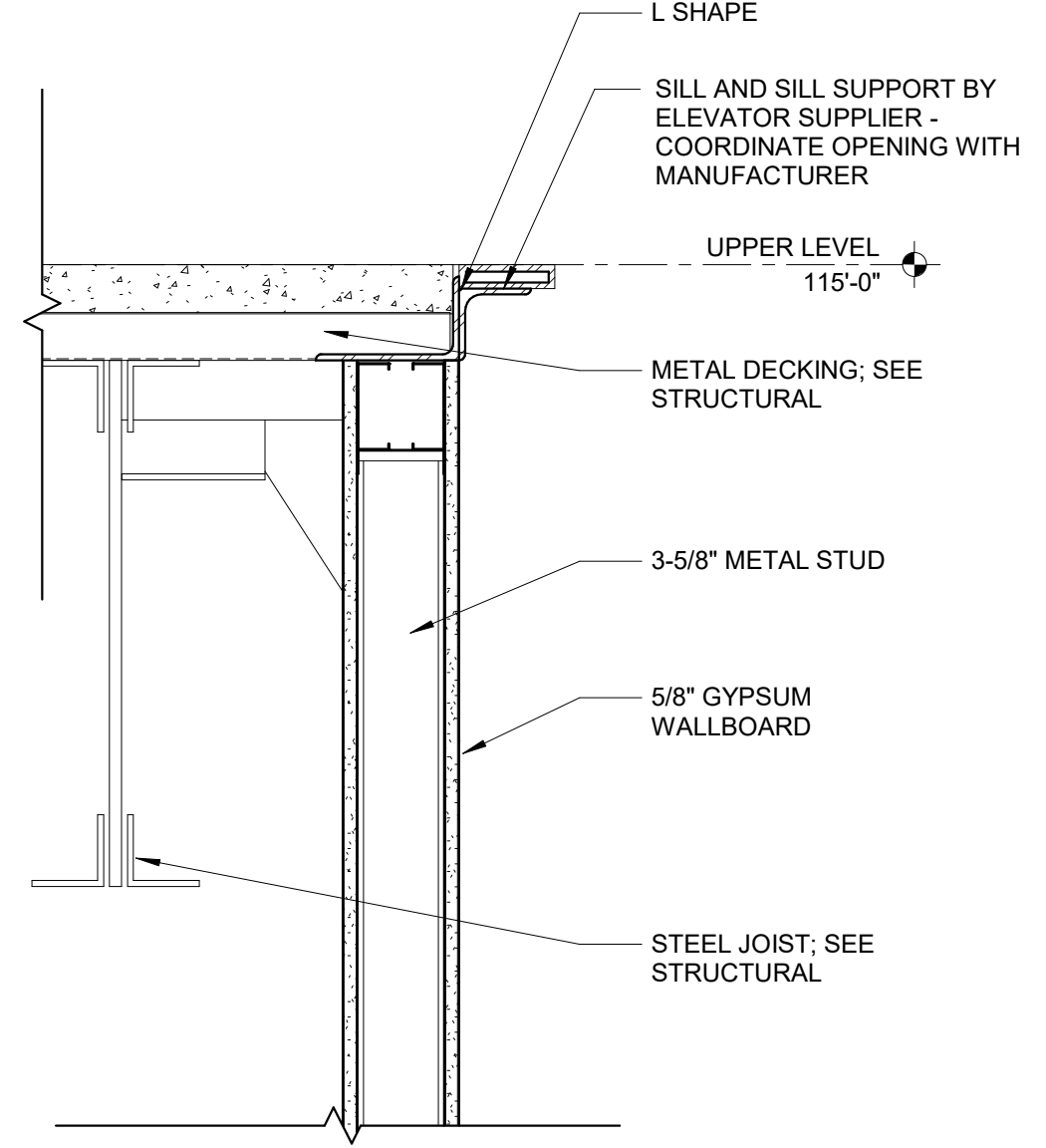
**1 ENTRANCE - HIGH ROOF EDGE 2**  
SCALE: 1 1/2" = 1'-0"



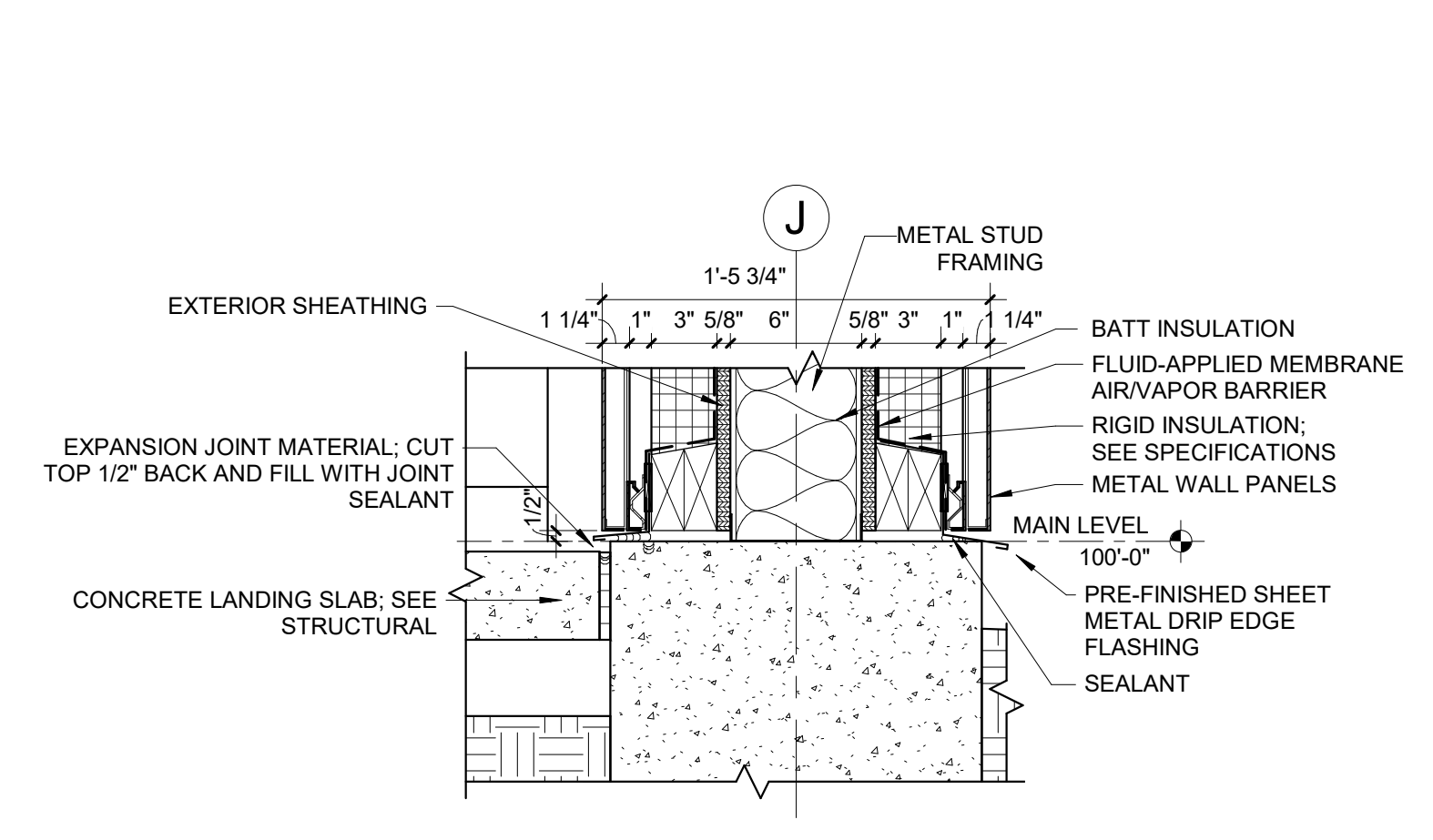
**2 ENTRANCE - HIGH ROOF EDGE 3**  
SCALE: 1 1/2" = 1'-0"



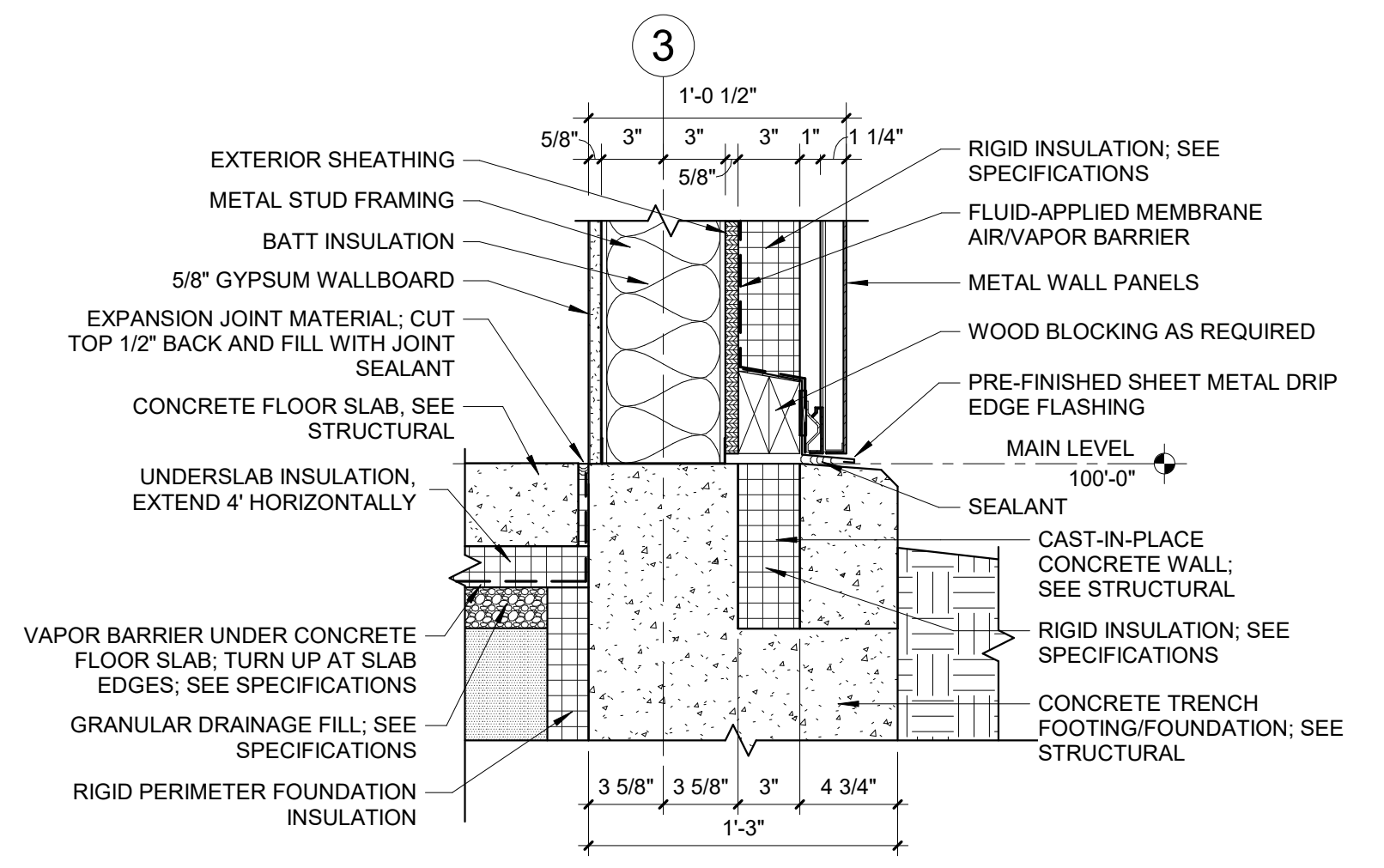
**3 ENTRY ROOF TO WALL CONNECTION**  
SCALE: 1 1/2" = 1'-0"



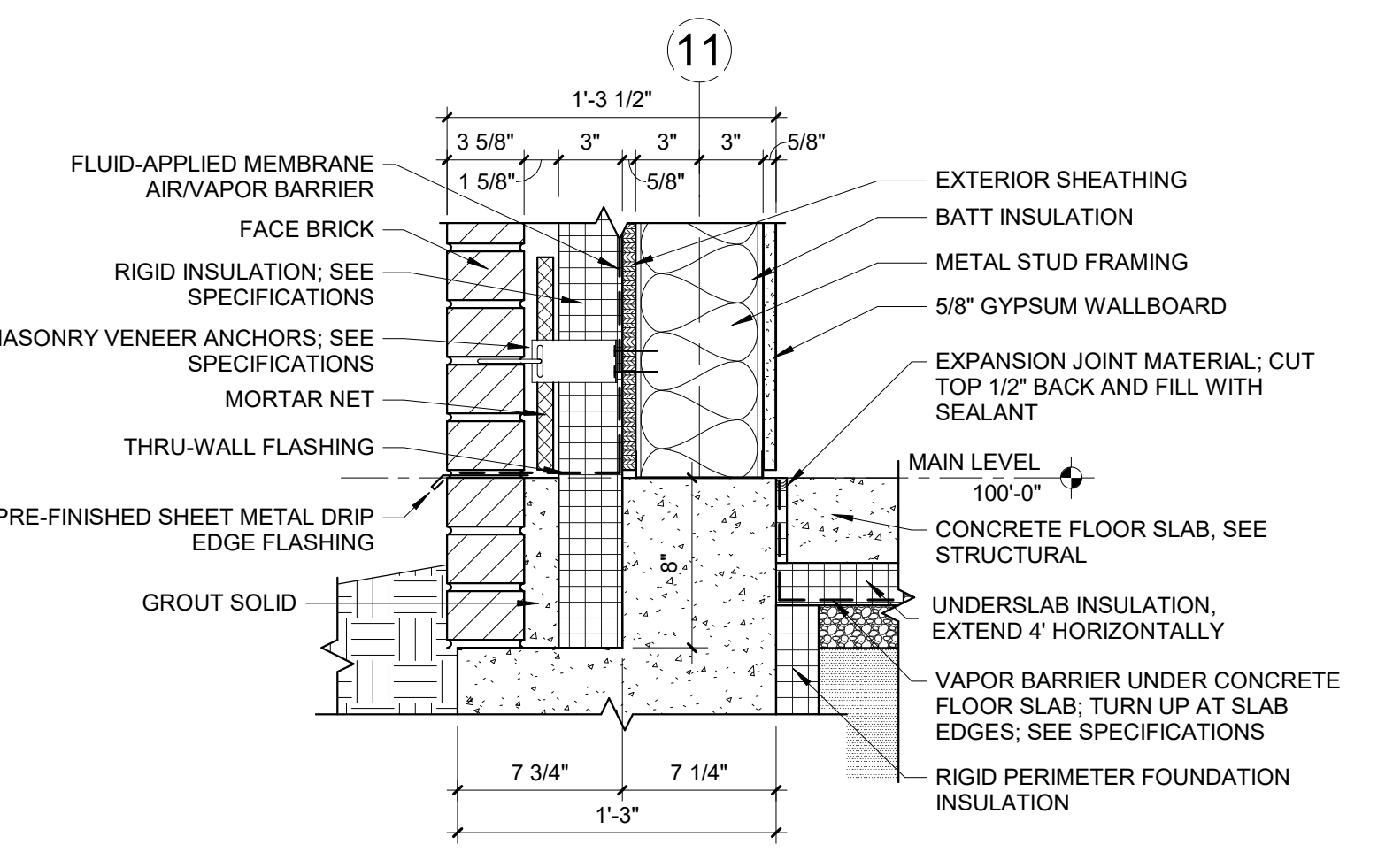
**4 ELEVATOR SILL**  
SCALE: 1 1/2" = 1'-0"



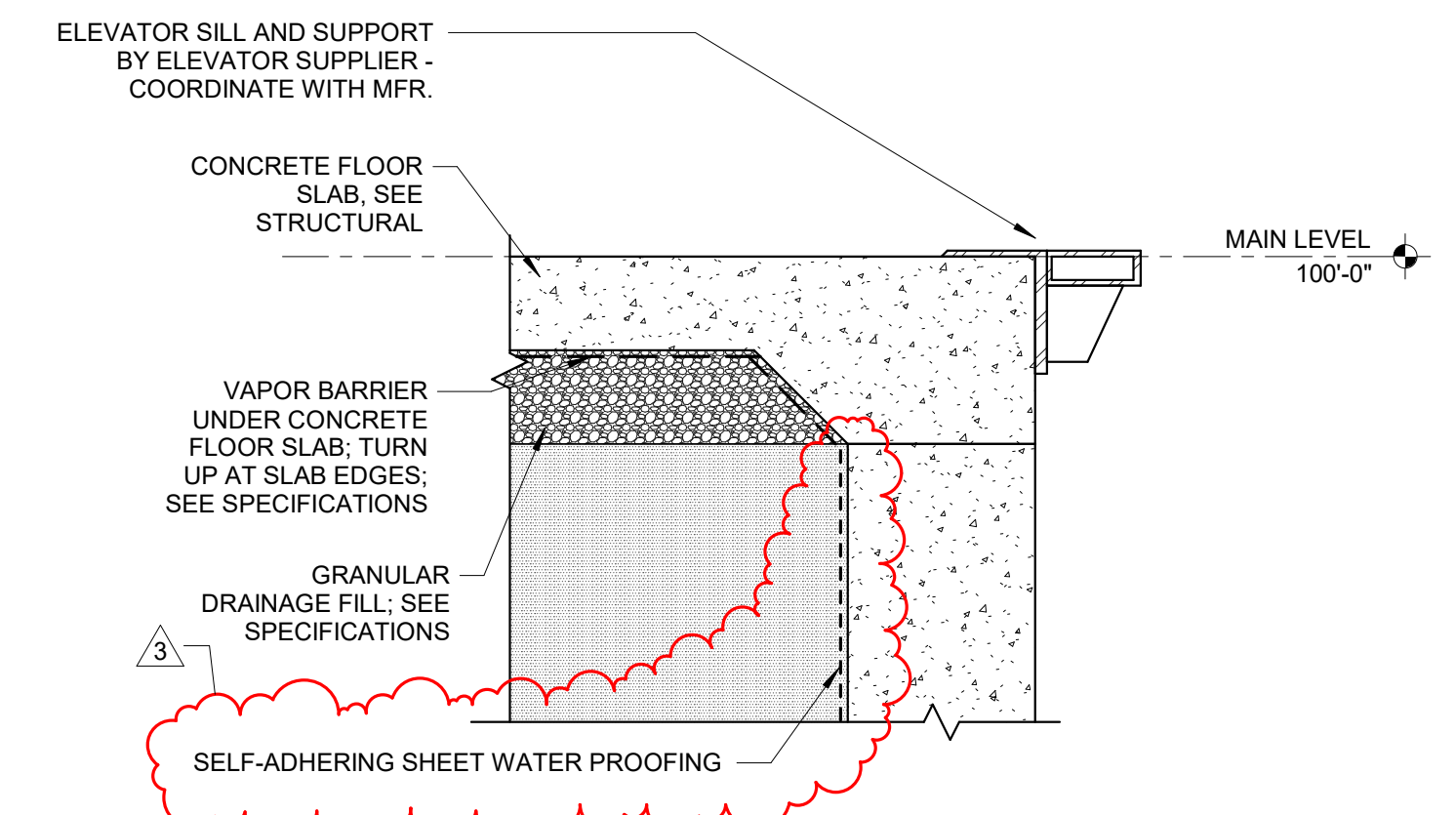
**5 FOUNDATION CONNECTION**  
SCALE: 1 1/2" = 1'-0"



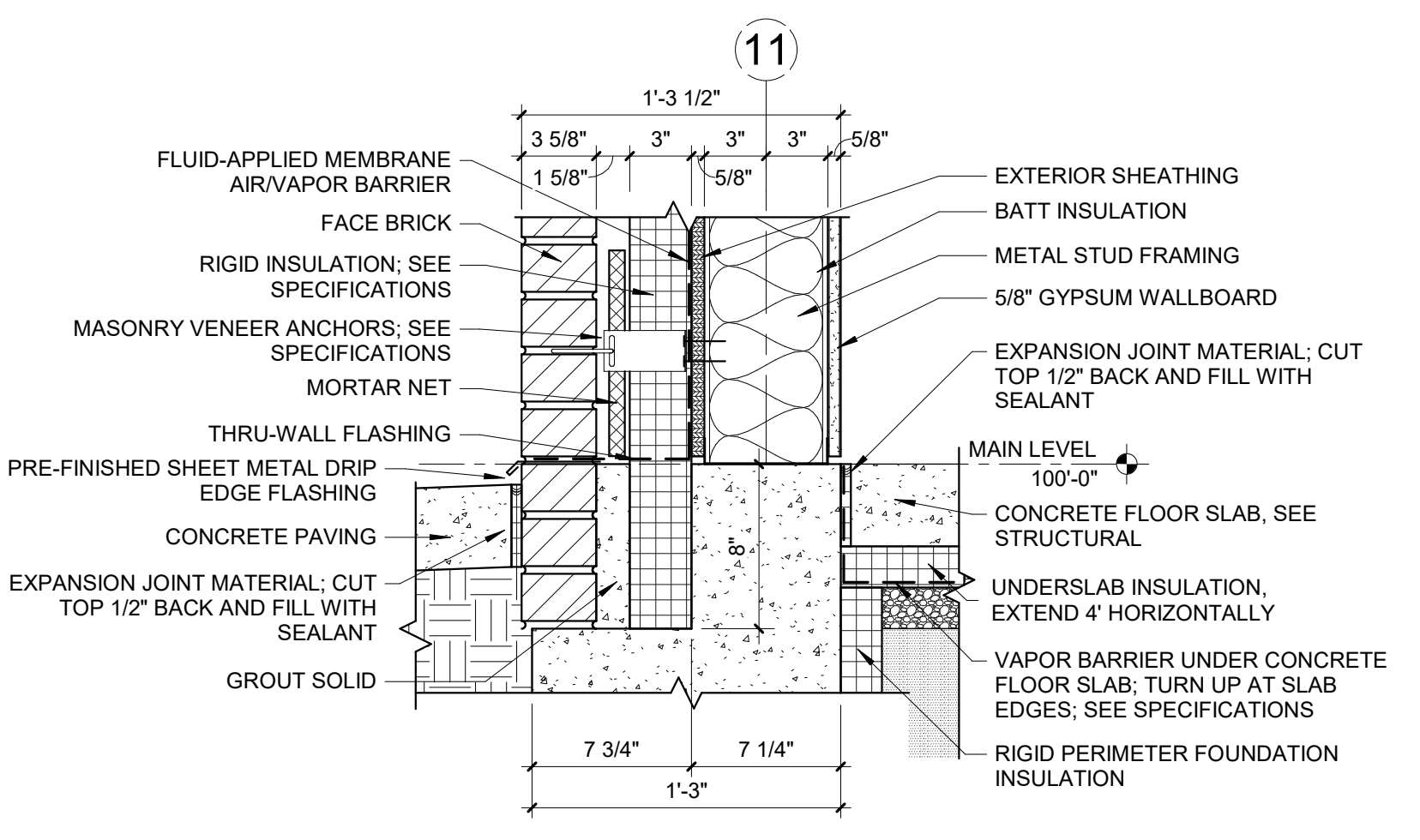
**6 METAL PANEL TO FOUNDATION**  
SCALE: 1 1/2" = 1'-0"



**7 BRICK WALL TO FOUNDATION**  
SCALE: 1 1/2" = 1'-0"



**8 LOBBY TO ELEVATOR CONNECTION**  
SCALE: 1 1/2" = 1'-0"



**9 BRICK VENEER @ PAVING**  
SCALE: 1 1/2" = 1'-0"

**FEH DESIGN**  
DESIGN ASSOCIATION WITH  
**IMEG SNYDER & ASSOCIATES**

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DES MOINES, IA (515) 288-2000  
DUBUQUE, IA (663) 983-4600  
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SHEET TITLE  
DETAILS

PROJECT TITLE CITY OF POLK CITY, IOWA  
**POLK CITY NEW CITY HALL**  
200 S 4TH STREET  
POLK CITY, IOWA 50226

REV. NO.	DATE
1	2/24/2023
3	4/28/2023

PROJECT NUMBER  
**2022213.02**

SHEET  
**A6.4**





Henkel Construction Company  
 2500 Ford Street  
 Ames, Iowa 50010  
 Phone: (515) 232-7072  
 Fax: (515) 663-9644

**Project:** 2321A - Polk City New City Hall  
 200 S 4th St.  
 Polk City, Iowa 50226

**Prime Contract Potential Change Order #002: PR #2 - VE Items**

<b>TO:</b>	City of Polk City 200 S 4th St. Polk City Iowa, 50226	<b>FROM:</b>	Henkel Construction Company 208 East State St Mason City Iowa, 50401
<b>PCO NUMBER/REVISION:</b>	002 / 0	<b>CONTRACT:</b>	1 - Polk City New City Hall
<b>REQUEST RECEIVED FROM:</b>		<b>CREATED BY:</b>	Kyle Sievers (Henkel Construction Company)
<b>STATUS:</b>	Pending - In Review	<b>CREATED DATE:</b>	7/23 /2023
<b>REFERENCE:</b>		<b>PRIME CONTRACT CHANGE ORDER:</b>	None
<b>FIELD CHANGE:</b>	No		
<b>LOCATION:</b>		<b>ACCOUNTING METHOD:</b>	Amount Based
<b>SCHEDULE IMPACT:</b>		<b>PAID IN FULL:</b>	No
		<b>TOTAL AMOUNT:</b>	(\$24,151.00)

POTENTIAL CHANGE ORDER TITLE: PR #2 - VE Items

CHANGE REASON: B

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*  
 PR #2 - VE Items

**ATTACHMENTS:**

[Polk City City Hall PR #2 \(2\).pdf](#)

#	Cost Code	Description	Type	Amount
1	1-101 - Superintendent	PCO Processing & Coordination	Labor	\$ 260.00
2	9-250 - Drywall	Changes Per PR #2	Subcontract	(\$5,500.00)
3	14-200 - Elevators	Changes Per PR #2	Subcontract	(\$4,000.00)
4	15-200 - Mechanical	Changes Per PR #2	Subcontract	(\$1,200.00)
5	16-001 - Electrical	Changes Per PR #2	Subcontract	(\$13,750.00)
<b>Subtotal:</b>				(\$24,190.00)
<b>Labor : 15.00% Applies to Labor.</b>				\$ 39.00
<b>Material : 15.00% Applies to Material, Rented Equipment, Other Misc. Costs, Misc. Credit, and Owned Equipment.</b>				\$ 0.00
<b>Subcontractor: 0.00% Applies to Subcontract.</b>				\$ 0.00
<b>Bond: 0.00% Applies to all line item types.</b>				\$ 0.00
<b>Grand Total:</b>				(\$24,151.00)

Approved By:

Name: \_\_\_\_\_

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

# REQUEST FOR PROPOSAL

<b>DATE</b>	April 27, 2023
<b>RFP #</b>	2
<b>DESCRIPTION</b>	Value Engineering Items
<b># OF PAGES</b>	31 (INCLUDING COVER)
<b>ATTENTION</b>	Kyle Sievers
<b>COMPANY</b>	Henkel Construction
<b>ADDRESS</b>	2500 Ford St Ames, IA 50010
<b>PROJECT NAME</b>	Polk City New City Hall
<b>FEH PROJECT NUMBER</b>	2022213.01
<b>PROJECT ADDRESS</b>	200 S 4 <sup>th</sup> St Polk City, IA 50226

<b>ATTACHMENTS</b>	SPEC SECTION 14 2100 - ELECTRIC TRACTION ELEVATORS SPEC SECTION 22 3000 - PLUMBING EQUIPMENT SPEC SECTION 26 0513 - WIRE AND CABLE SPEC SECTION 26 5119 - LED LIGHTING SHEET A2.1 - ROOF PLAN SHEET 8.1 - REFLECTED CEILING PLANS SHEET A9.1 - FLOOR FINISH PLANS SHEET P6.0 - PLUMBING SCHEDULES SHEET E1.1 - FLOOR PLANS - LIGHTING SHEET 5.0 - ELECTRICAL DRAWINGS SHEET 6.0 - ELECTRICAL SCHEDULES
--------------------	--

**COVERE**

Please provide a cost breakdown in accordance with the Contract Documents for the Proposed Changes to the Contract as described below and on the attachments (if any) listed. This is not an authorization to proceed with the work described herein unless and until approved by the Owner. On approval, the change will be included in a formal Change Order.

**COMMENTS**

Please provide cost deductions for the following changes to the project:

1. Decrease elevator capacity to 2,000 lbs.
  - a. See attached elevator spec.
2. Remove ASME certification requirement from specified Water Heater.
  - a. See attached Plumbing Equipment spec.
  - b. See attached drawing sheet P6.0 PLUMBING SCHEDULES
3. Approval of substitutive light fixtures for fixtures F1, F2, P1 and EX.
  - a. See attached approved cut sheets for substitutive products.
  - b. See attached drawing sheet E6.0 ELECTRICAL SCHEDULES
4. Rough-in of F12 Linear soffit light fixture on exterior side of Council Chambers in lieu of full installation.
  - a. See attached sheet A2.1 - ROOF PLAN



5. Substitute Aluminum secondary feeders in lieu of copper.
  - a. See attached drawing sheet E5.0 ELECTRICAL DIAGRAMS
  - b. See attached spec section 26 0513 - WIRE AND CABLE
6. ACT cloud ceiling in 8-Person Meeting room in lieu of wood ceiling. Change ceiling light fixtures in this room from F6 to F3.
  - a. See attached drawing sheets:
    - i. A8.1 REFLECTED CEILING PLANS
    - ii. A9.1 FLOOR FINISH PLANS
    - iii. E1.1 - FLOOR PLANS - LIGHTING
  - b. See attached spec section 26 5119 - LED LIGHTING

**SECTION 14 2100**  
**ELECTRIC TRACTION ELEVATORS (PR 2)**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Complete electric traction elevator systems.
  - 1. Passenger type.

**1.02 RELATED REQUIREMENTS**

- A. Section 03 3000 - Cast-in-Place Concrete: Includes elevator pit.
- B. Section 05 1200 - Structural Steel Framing: Includes hoistway framing and overhead hoist beams.
- C. Section 07 8100 - Applied Fire Protection: Fireproofing of guide rail brackets where attached to building structural members.
- D. Section 07 8400 - Firestopping: Fire rated sealant in hoistway.
- E. Section 26 0533.13 - Conduit for Electrical Systems:
  - 1. Conduit to elevator equipment devices remote from elevator machine room or hoistway.
- F. Section 26 0583 - Wiring Connections:
  - 1. Electrical characteristics and wiring connections.

**1.03 REFERENCE STANDARDS**

- A. ADA Standards - 2010 ADA Standards for Accessible Design 2010.
- B. AISC 360 - Specification for Structural Steel Buildings 2016 (Revised 2021).
- C. ASCE 7 - Minimum Design Loads and Associated Criteria for Buildings and Other Structures Most Recent Edition Cited by Referring Code or Reference Standard.
- D. ASME A17.1 - Safety Code for Elevators and Escalators Includes Requirements for Elevators, Escalators, Dumbwaiters, Moving Walks, Material Lifts, and Dumbwaiters with Automatic Transfer Devices 2019, with Errata (2021).
- E. ASME A17.2 - Guide for Inspection of Elevators, Escalators, and Moving Walks Includes Inspection Procedures for Electric Traction and Winding Drum Elevators, Hydraulic Elevators, Inclined Elevators, Limited-Use/Limited-Application Elevators, Private Residence Elevators, Escalators, Moving Walks, and Dumbwaiters 2020.
- F. ASTM A276/A276M - Standard Specification for Stainless Steel Bars and Shapes 2017.
- G. ASTM A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar 2015.
- H. AWS D1.1/D1.1M - Structural Welding Code - Steel 2020, with Errata (2022).
- I. ITS (DIR) - Directory of Listed Products Current Edition.
- J. NEMA LD 3 - High-Pressure Decorative Laminates 2005.
- K. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- L. NFPA 80 - Standard for Fire Doors and Other Opening Protectives 2022.
- M. PS 1 - Structural Plywood 2019.
- N. UL (DIR) - Online Certifications Directory Current Edition.

**1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Coordinate work with other installers to provide necessary conduits for proper installation of wiring, including but not limited to, the following:
    - a. Telephone service for machine room.
    - b. Elevator pit for lighting and sump pump.

- 2. Hoistway Dimensions: Coordinate critical hoistway dimensions with selected elevator manufacturer.
- B. Preinstallation Meeting: Convene meeting at least one week prior to start of this work.
  - 1. Review schedule of installation, proper procedures and conditions, and coordination with related work.
- C. Construction Use of Elevator: Not permitted.

### **1.05 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Submit data on following items:
  - 1. Signal and operating fixtures, operating panels, and indicators.
  - 2. Car design, dimensions, layout, and components.
  - 3. Car and hoistway door and frame details.
  - 4. Electrical characteristics and connection requirements.
- C. Shop Drawings: Include appropriate plans, elevations, sections, diagrams, and details on following items:
  - 1. Elevator Equipment and Machines: Size and location of driving machines, power units, controllers, governors, and other components.
  - 2. Hoistway Components: Size and location of car machine beams, guide rails, buffers, ropes, and other components.
  - 3. Rail bracket spacing; maximum loads imposed on guide rails requiring load transfer to building structural framing.
  - 4. Individual weight of principal components; load reaction at points of support.
  - 5. Loads on hoisting beams.
  - 6. Clearances and over-travel of car and counterweight.
  - 7. Locations in hoistway and machine room of traveling cables and connections for car lighting and telephone.
  - 8. Location and sizes of hoistway and car doors and frames.
  - 9. Interface with building security system.
  - 10. Electrical characteristics and connection requirements.
  - 11. Indicate arrangement of elevator equipment and allow for clear passage of equipment through access openings.
- D. Samples: Submit samples illustrating car interior finishes in the form of cut sheets or finish color selection brochures.
- E. Manufacturer's Qualification Statement.
- F. Installer's Qualification Statement.
- G. Warranty Documentation: Submit manufacturer warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.
- H. Initial Maintenance Contract.
- I. Maintenance Contract: Submit proposal to Owner for standard one year continuing maintenance contract agreement in accordance with ASME A17.1 and requirements as indicated, starting on date initial maintenance contract is scheduled to expire.
  - 1. Indicate in proposal the services, obligations, conditions, and terms for agreement period and for renewal options.
- J. Operation and Maintenance Data:
  - 1. Parts catalog with complete list of equipment replacement parts; identify each entry with equipment description and identifying code.
  - 2. Operation and maintenance manual.
  - 3. Schematic drawings of equipment, and wiring diagrams of installed electrical equipment with list of corresponding symbols to identify markings on machine room and hoistway apparatus.

### **1.06 QUALITY ASSURANCE**

- A. Maintain one copy of each quality standard document on site.
- B. Designer Qualifications: Design guide rails under direct supervision of a licensed Professional Structural Engineer experienced in design of this type of work and licensed in the State in which the Project is located.
- C. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section with minimum ten years documented experience.
- D. Installer Qualifications: Company specializing in performing work of the type specified and with at least five years of documented experience.
- E. Testing Agency Qualifications: Independent firm specializing in performing testing and inspections of type specified in this section.
- F. Products Requiring Fire Resistance Rating: Listed and classified by ITS (DIR), UL (DIR), or testing agency acceptable to authorities having jurisdiction.
- G. Products Requiring Electrical Connection: Listed and classified by UL (DIR) or testing agency acceptable to authorities having jurisdiction as suitable for the purpose indicated in construction documents.

**1.07 WARRANTY**

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Provide manufacturer's warranty for elevator operating equipment and devices for one year from Date of Substantial Completion.

**PART 2 PRODUCTS**

**2.01 MANUFACTURERS**

- A. Basis of Design - Electric Traction Elevators: KONE Inc..
- B. Products other than Basis of Design are subject to compliance with specified requirements and prior approval of Architect. By using products other than Basis of Design, the Contractor accepts responsibility for costs associated with any necessary modifications to related work, including any design fees.

**2.02 ELECTRIC TRACTION ELEVATORS**

- A. Electric Traction Passenger Elevator:
  - 1. Operation Control Type:
    - a. ~~Selective Collective Automatic Operation Control.~~
  - 2. Rated Net Capacity: ~~2500 pounds.~~ 2000 pounds (PR-2)
  - 3. ~~Rated Speed: 150 feet per minute.~~
  - 4. Hoistway Size: As indicated on drawings.
  - 5. Travel Distance: As indicated on drawings.
  - 6. Number of Stops: As indicated on drawings.
  - 7. Number of Openings: 2 Front.
  - 8. Traction Machine Location: Top of hoistway shaft.

**2.03 COMPONENTS**

- A. Elevator Equipment:
  - 1. Guide Rails, Cables, Counterweights, Sheaves, Buffers, Attachment Brackets and Anchors: Design criteria for components includes safety factors in accordance with applicable requirements of Elevator Code, ASME A17.1.
  - 2. Buffers:
    - a. Spring type for elevators with speed less than or equal to 200 feet per minute.
  - 3. Lubrication Equipment:
    - a. Provide grease fittings for periodic lubrication of bearings.
    - b. Grease Cups: Automatic feed type.
    - c. Lubrication Points: Visible and easily accessible.

**2.04 PERFORMANCE REQUIREMENTS**

- A. Regulatory Requirements: Comply with ASME A17.1, applicable local codes, and authorities having jurisdiction (AHJ).
- B. Accessibility Requirements: Comply with ADA Standards.
- C. Perform structural steel design, fabrication, and installation in accordance with AISC 360.
- D. Comply with seismic design requirements in accordance with ASME A17.1, applicable local codes, and authorities having jurisdiction (AHJ).
  - 1. Comply with Elevator Safety Requirements for Seismic Risk Zone in accordance with ASME A17.1, ASCE 7 and other related requirements.
    - a. Project Seismic Risk: B.
  - 2. Provide earthquake emergency operations in accordance with ASME A17.1 requirements.
  - 3. Provide seismic switch in accordance with ASME A17.1 and ASCE 7 requirements.
- E. Perform welding of steel in accordance with AWS D1.1/D1.1M.
- F. Fabricate and install door and frame assemblies in accordance with NFPA 80 and complying with requirements of authorities having jurisdiction (AHJ).
- G. Perform electrical work in accordance with NFPA 70.
- H. Comply with venting or pressurization of hoistway design in accordance with HVAC system requirements and authorities having jurisdiction (AHJ).
- I. Comply with fire protection sprinkler system of hoistway design in accordance with NFPA 13 requirements and authorities having jurisdiction (AHJ).

## **2.05 OPERATION CONTROLS**

- A. Elevator Controls: Provide landing operating panels and landing indicator panels.
  - 1. Landing Operating Panels: Metallic type, one for originating "Up" and one for originating "Down" calls, one button only at terminating landings; with illuminating indicators.
  - 2. Landing Indicator Panels: Illuminating.
  - 3. Comply with ADA Standards for elevator controls.
- B. Interconnect elevator control system with building security, fire alarm, card access, smoke alarm, and building management control systems.
- C. Door Operation Controls:
  - 1. Program door control to open doors automatically when car arrives at floor landing.
  - 2. Render "Door Close" button inoperative when car is standing at dispatch landing with doors open.
  - 3. Door Safety Devices: Moveable, retractable safety edges, quiet in operation; equipped with photo-electric light rays.
- D. Provide "Firefighter's Emergency Operation" in accordance with ASME A17.1, applicable building codes, and authorities having jurisdiction (AHJ).
  - 1. Designated Landing: Main Lobby.

## **2.06 OPERATION CONTROL TYPE**

- A. Selective Collective Automatic Operation Control: Applies to car in single elevator shaft.
  - 1. Refer to description provided in ASME A17.1.
  - 2. Automatic operation by means of one button in the car for each landing served and by "UP" and "DOWN" buttons at the landings.
  - 3. Stops are registered by momentary actuation of landing car buttons without consideration of the number of buttons actuated or the sequence buttons are actuated, but the stops are made in the order that landings are reached in each direction of travel.
  - 4. All "UP" landing calls are made when car is traveling in the up direction.
  - 5. All "DOWN" landing calls are made when car is traveling in the down direction.
  - 6. Uppermost and lowermost calls are answered as soon as they are reached without consideration of the car travel direction.

## **2.07 EMERGENCY POWER**



- A. Set-up elevator operation to run with building emergency power supply when the normal building power supply fails, and in compliance with ASME A17.1 requirements.
- B. Building Emergency Power Supply: Supplied by backup generator; provide elevator system components as required for emergency power characteristics with phase rotation the same as for normal power.
  - 1. Provide transfer switches and auxiliary contacts.
  - 2. Install connections to power feeders.
- C. Emergency Lighting: Comply with ASME A17.1 elevator lighting requirements.
- D. Provide operational control circuitry for adapting the change from normal to emergency power.
- E. Upon transfer to emergency power, advance one elevator at a time to a pre-selected landing, stop car, open doors, disable operating circuits, and hold in standby condition.

## **2.08 MATERIALS**

- A. Stainless Steel Sheet: ASTM A666, Type 304; No. 4 Brushed finish unless otherwise indicated.
- B. Stainless Steel Bars, Shapes and Moldings: ASTM A276/A276M, Type 304.
- C. Plywood: PS 1, Structural I, Grade C-D or better, sanded.
- D. Plastic Laminate: NEMA LD 3, Type HGS, color as selected by Architect from manufacturer's standard line of colors.

## **2.09 CAR AND HOISTWAY ENTRANCES**

- A. Elevator:
  - 1. Car and Hoistway Entrances, Main Elevator Lobby:
    - a. Framed Opening Finish and Material: Alkyd enamel on steel.
    - b. Car Door Material: Stainless steel, with rigid sandwich panel construction.
    - c. Hoistway Door Material: Stainless steel, with rigid sandwich panel construction.
    - d. Door Operation: Side opening, two speed.
- B. Sills/Thresholds: Configure to align with frame return and coordinate with floor finish.
- C. Gasketing: Provide acoustic type gasketing at hoistway doors and frames to eliminate audible noise due to car activities in the hoistway, and air pressure differential between hoistway and landing floors.

## **2.10 CAR EQUIPMENT AND MATERIALS**

- A. Elevator Car:
  - 1. Car Operating Panel: Provide main and auxiliary; flush-mounted applied face plate, with illuminated call buttons corresponding to floors served with "Door Open/Door Close" buttons, "Door Open" button, "Door Close" button, and alarm button.
    - a. Panel Material: Integral with front return; one per car.
    - b. Car Floor Position Indicator: Above door with illuminating position indicators.
    - c. Locate alarm button where it is unlikely to be accidentally actuated; not more than 54 inch above car finished floor.
    - d. Provide matching service cabinet integral with front return panel, with hinged door and keyed lock in each car.
  - 2. Front Return Panel: Match material of car door.
  - 3. Door Wall: Stainless steel.
  - 4. Side Walls: Plastic laminate on plywood.
  - 5. Rear Wall: Plastic laminate on plywood.
  - 6. Hand Rail: Aluminum, at three side walls. Provide open clearance space 1-1/2 inch (38 mm) wide to face of wall.
    - a. Flat Bar Stock, Stainless Steel
  - 7. Ceiling:
    - a. Lighting: As selected from manufacturer's standard line.
  - 8. Provide emergency access panel for egress from car at ceiling.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify existing conditions before starting this work.
- B. Verify that hoistway, pit, and machine room are ready for work of this section.
- C. Verify hoistway shaft and openings are of correct size and within tolerance.
- D. Verify location and size of machine foundation and position of machine foundation bolts.
- E. Verify that electrical power is available and of correct characteristics.

### **3.02 PREPARATION**

- A. Arrange for temporary electrical power for installation work and testing of elevator components. Comply with requirements of Section 01 5000 - Temporary Facilities and Controls.
- B. Maintain elevator pit excavation free of water.

### **3.03 INSTALLATION**

- A. Coordinate this work with installation of hoistway wall construction.
- B. Install system components, and connect equipment to building utilities.
- C. Mount machines and motors on vibration and acoustic isolators.
  - 1. Place on structural supports and bearing plates.
  - 2. Securely fasten to building supports.
  - 3. Prevent lateral displacement.
- D. Install hoistway, elevator equipment, and components in accordance with approved shop drawings.
- E. Install guide rails to allow for expansion and contraction movement of guide rails.
- F. Accurately machine and align guide rails, forming smooth joints with machined splice plates.
- G. Bolt or weld brackets directly to structural steel hoistway framing.
- H. Field Welds: Chip and clean away oxidation and residue with wire brush; spot prime with two coats.
- I. Install hoistway door sills, frames, and headers in hoistway walls; grout sills in place, set hoistway floor entrances in alignment with car openings, and align plumb with hoistway.
- J. Fill hoistway door frames solid with mineral wool insulation.
- K. Structural Metal Surfaces: Clean surfaces of rust, oil or grease; wipe clean with solvent; prime with two coats.
- L. Wood Surfaces not Exposed to Public View: Finish with one coat primer; one coat enamel.
- M. Adjust equipment for smooth and quiet operation.

### **3.04 TOLERANCES**

- A. Guide Rail Alignment: Plumb and parallel to each other in accordance with ASME A17.1 and ASME A17.2.
- B. Car Movement on Aligned Guide Rails: Smooth movement, without any objectionable lateral or oscillating movement or vibration.

### **3.05 FIELD QUALITY CONTROL**

- A. Perform testing and inspection in accordance with requirements.
  - 1. Perform tests in accordance with ASME A17.2.
  - 2. Provide at least two weeks written notice of date and time of tests and inspections.

### **3.06 ADJUSTING**

- A. Adjust for smooth acceleration and deceleration of car to minimize passenger discomfort.
- B. Adjust with automatic floor leveling feature at each floor landing to reach 1/4 inch maximum from flush with sill.

### **3.07 CLEANING**

- A. Remove protective coverings from finished surfaces.
- B. Clean surfaces and components in accordance with manufacturers written instructions.

### **3.08 CLOSEOUT ACTIVITIES**

- A. Demonstrate proper operation of equipment to Owner's designated representative.
- B. Demonstration: Demonstrate operation of system to Owner's personnel.
  - 1. Use operation and maintenance data as reference during demonstration.
  - 2. Briefly describe function, operation, cleaning and maintenance of each component.
- C. Training: Train Owner's personnel on cleaning and operation and maintenance of system.
  - 1. Use operation and maintenance manual as training reference, supplemented with additional training materials as required.
  - 2. Provide minimum of two hours of training.
  - 3. Instructor: Manufacturer's training personnel.
  - 4. Location: At project site, unless otherwise indicated.

### **3.09 PROTECTION**

- A. Do not permit any construction traffic within the elevator.
- B. Protect installed products until Date of Substantial Completion.
- C. Touch-up, repair, or replace damaged products and materials before Date of Substantial Completion.

### **3.10 MAINTENANCE**

- A. Provide Initial Maintenance Contract of elevator system and components in accordance with ASME A17.1 and requirements as indicated for three months from Date of Substantial Completion.
- B. Perform maintenance contract services using competent and qualified personnel under the supervision and direct employ of the elevator manufacturer or installer.
- C. Provide emergency call back service during regular working hours throughout period of this maintenance contract.

**END OF SECTION**

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**SECTION 22 3000  
PLUMBING EQUIPMENT**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Water Heaters.

**1.02 QUALITY ASSURANCE**

- A. Products and installation of specified products shall conform to recommendations and requirements of the following organizations:
  - 1. American Gas Association (AGA).
  - 2. National Sanitation Foundation (NSF).
  - 3. National Board of Boiler and Pressure Vessel Inspectors (NBBPVI).
  - 4. National Electrical Manufacturers' Association (NEMA).
  - 5. Underwriters' Laboratories (UL).
- B. Water Heater Performance Requirements: Equipment efficiency not less than prescribed by ASHRAE 90.1 when tested in accordance with DOE 10 CFR, ANSI Z21.10.1 and ANSI Z21.10.3.
- C. Conform to ASME Section VIII for construction of water heaters and heat exchangers. Provide boilers registered with National Board of Boiler and Pressure Vessel Inspectors.

**1.03 REFERENCES**

- A. ANSI/ASHRAE/IES Standard 90.1 (latest published edition) - Energy Standard for Buildings Except Low-Rise Residential Buildings.
- B. ANSI Section 21.10.1 or Section ANSI 21.10.3 - Gas Water Heaters Ratings 75,000 BTU per Hour and Less.
- C. ANSI/NFPA 30 - Flammable and Combustible Liquids Code.
- D. ANSI/NFPA 54 - National Fuel Gas Code.
- E. ANSI/NFPA 70 - National Electrical Code.
- F. ANSI/UL 1453 - Electric Booster and Commercial Storage Tank Water Heaters.
- G. ASSE 1005 - Water Heater Drain Valves, 3/4" Iron Pipe Size.

**1.04 SUBMITTALS**

- A. Submit shop drawings under provisions of Section 22 0500.
- B. Include dimension drawings of water heaters indicating components and connections to other equipment and piping.

**1.05 DELIVERY STORAGE AND HANDLING**

- A. Provide temporary inlet and outlet caps. Maintain caps in place until installation.

**1.06 REGULATORY REQUIREMENTS**

- A. Water heaters shall conform to AGA, ANSI/NFPA 54, ANSI/NFPA 70, ANSI/UL 1453 as applicable.

**PART 2 PRODUCTS**

**2.01 WATER HEATERS**

- A. All water heaters shall be as scheduled on the drawings.

**PART 3 EXECUTION**

**3.01 INSTALLATION**

- A. Install all items in accordance with manufacturer's instructions.

**3.02 WATER HEATER INSTALLATION**

- A. Install water heaters on concrete bases. Coordinate sizes and locations of concrete bases. Refer to Section 22 0529.
- B. Install water heaters level and plumb, according to drawings, manufacturer's instructions, and referenced standards. Maintain manufacturer's recommended clearances. Arrange units so controls and devices needing service are accessible.
- C. Install combination temperature and pressure relief valves in top portion of storage tanks. Use relief valves with sensing elements that extend into tanks. Extend drain piping full size from relief valve and discharge by positive air gap onto closest floor drain. Discharge pipe material shall be same as domestic water piping.
- D. Install gas water heaters according to NFPA 54.

**END OF SECTION**

**SECTION 26 0513  
WIRE AND CABLE**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Building wire
- B. Cabling for remote control, signal, and power limited circuits

**1.02 RELATED WORK**

- A. Section 26 0553 - Electrical Identification: Refer to electrical identification for color and identification labeling requirements.

**1.03 REFERENCES**

- A. NEMA WC 70 - Power Cables Rated 2,000V or Less for the Distribution of Electrical Energy
- B. NFPA 70 - National Electrical Code (NEC)
- C. UL 44 - Thermoset-Insulated Wires and Cables
- D. UL 83 - Thermoplastic-Insulated Wires and Cables
- E. UL 854 - Service-Entrance Cables
- F. UL 1581 - Standard for Electrical Wires, Cables, and Flexible Cords
- G. UL 2196 - Fire Resistant, Fire Resistant and Circuit Integrity Cables
- H. ASTM B800-05 – Standard Specification for 8000 Series Aluminum Alloy Wire Electrical Purposes-Annealed and Intermediate Tempered.
- I. ASTM B801-07 – Standard Specification for Concentric-Lay-Stranded Conductors of 8000 Series Aluminum Alloy for Subsequent Covering or Insulation.

**PART 2 PRODUCTS**

**2.01 BUILDING WIRE**

- A. Feeders and Branch Circuits 8 AWG and larger: Copper, stranded conductor, 600-volt insulation, THHN/THWN or HHW-2.
- B. Feeders and Branch Circuits 8 AWG and larger in Underground Conduit: Copper, stranded conductor, 600-volt insulation, THWN or HHW-2.
- C. Feeders and Branch Circuits 8 AWG and larger in Underground Conduit: Aluminum, AA-8000 series alloy, compact stranded conductor, 600-volt insulation, USE-2/RHH/RHW-2.
- D. Feeders and Branch Circuits 10 AWG and Smaller: Copper, solid or stranded conductor, 600-volt insulation, THHN/THWN, unless otherwise noted on the drawings.
- E. Control Circuits: Copper, stranded conductor 600-volt insulation, THHN/THWN.
- F. Each 120-volt branch circuit shall have a dedicated neutral conductor. Neutral conductors shall be considered current-carrying conductors for wire derating.

**2.02 CABLING FOR REMOTE CONTROL SIGNAL AND POWER LIMITED CIRCUITS**

- A. Wire for the following specialized systems shall be as designated on the drawings, or elsewhere in these specifications. If not designated on the drawings or specifications, the system manufacturer's recommendations shall be followed.
  - 1. Fire alarm
  - 2. Low voltage switching and lighting control
- B. Control Cable for Class 1 Remote Control and Signal Circuits: Copper conductor, 600-volt insulation, rated 60°C, individual conductors twisted together, shielded, and covered with a PVC jacket.

- C. Control Cable for Class 2 or Class 3 Remote Control and Signal Circuits: Copper conductor, 300-volt insulation, rated 60°C, individual conductors twisted together, shielded, and covered with a PVC jacket; UL listed.
- D. Plenum Cable for Class 2 or Class 3 Remote Control and Signal Circuits: Copper conductor, 300-volt insulation, rated 60°C, individual conductors twisted together, shielded, and covered with a nonmetallic jacket; UL listed for use in air handling ducts, hollow spaces used as ducts, and plenums.

**PART 3 EXECUTION**

**3.01 WIRE AND CABLE INSTALLATION SCHEDULE**

- A. Above Accessible Ceilings:
  - 1. Building wire shall be installed in raceway.
- B. All Other Locations: Building wire in raceway.
- C. Above Grade: All conductors installed above grade shall be type "THHN".
- D. Underground or In Slab: All conductors shall be type "THWN".
- E. Low Voltage Cable (less than 100 volts): Low voltage cables in ducts, plenums, and other air handling spaces shall be plenum listed. Low voltage cables in non-accessible areas shall be installed in conduit. Low voltage cable may be installed without conduit in accessible areas using the following types of cable supports. Cable support types/systems shall comply with the warranty requirements of the low voltage cable manufacturer.
  - 1. J-hooks
  - 2. Bridle rings with saddle supports

**3.02 CONTRACTOR CHANGES**

- A. The basis of design is copper conductors installed in raceway based on ambient temperature of 30°C, NEC Table 310.16 (2011 - 2017 edition 310.15(B)(16)). Service entrance conductors are based on copper conductor installed in underground electrical ducts, NEC Table B.2(7) (2011 - 2017 edition Table B310.15(B)(2)(7); 2008 or later edition B.301.7) or calculated in accordance with Annex B Application Information for Ampacity Calculation.
- B. The Contractor shall be responsible for derating and sizing conductors and conduits to equal or exceed the ampacity of the basis of design circuits, if he/she chooses to use methods or materials other than the basis of design.
- C. Underground electrical duct ampacity rating shall be in accordance with NEC Table 310.16 (2011 - 2017 edition 310.15(B)(16)) or calculated in accordance with Annex B Application Information for Ampacity Calculation. The calculations and a sketch of the proposed installation shall be submitted prior to any conduit being installed.
- D. Conductor length(s) listed on plans and schedules. The drawings are diagrammatic with intent to convey the components of the electrical distribution system. Conductor length(s) when listed on plans and schedules are for engineering calculation purposes. Conductor length(s) shall NOT be used for bidding purposes.
- E. Record drawing shall include the calculations and sketches.

**3.03 GENERAL WIRING METHODS**

- A. Use no wire smaller than 12 AWG for power and lighting circuits, and no smaller than 14 AWG for control wiring.
- B. Use no wire smaller than 18 AWG for low voltage control wiring below 100 volts.
- C. Use 10 AWG conductor for 20 ampere, 120-volt branch circuit home runs longer than 75 feet.
- D. Use no wire smaller than 8 AWG for outdoor lighting circuits.



- E. The ampacity of multiple conductors in one conduit shall be derated per the Electrical Code. In no case shall more than 4 conductors be installed in one conduit to such loads as motors larger than 1/4 HP, panelboards, motor control centers, etc.
- F. Where installing parallel feeders, place an equal number of conductors for each phase of a circuit in same raceway or cable.
- G. Splice only in junction or outlet boxes.
- H. Neatly train and lace wiring inside boxes, equipment, and panelboards.
- I. Make conductor lengths for parallel circuits equal.
- J. All conductors shall be continuous in conduit from last outlet to their termination.
- K. Terminate all spare conductors on terminal blocks, and label the spare conductors.
- L. Cables or wires shall not be laid out on the ground before pulling.
- M. Cables or wires shall not be dragged over earth or paving.
- N. Care shall be taken so as not to subject the cable or wire to high mechanical stresses that would cause damage to the wire and cable.
- O. At least six (6)-inch loops or ends shall be left at each outlet for installation connection of luminaires or other devices.
- P. All wires in outlet boxes not connected to fixtures or other devices shall be rolled up, spliced if continuity of circuit is required, and insulated.

### **3.04 WIRING INSTALLATION IN RACEWAYS**

- A. Pull all conductors into a raceway at the same time. Use UL listed wire pulling lubricant for pulling 4 AWG and larger wires.
- B. Install wire in raceway after interior of building has been physically protected from the weather and all mechanical work likely to injure conductors has been completed.
- C. Pulling shall be continuous without unnecessary stops and starts with wire or cable only partially through raceway.
- D. Where reels of cable or wire are used, they shall be set up on jacks close to the point where the wire or cable enters the conduit or duct so that the cable or wire may be unreeled and run into the conduit or duct with a minimum of change in the direction of the bend.
- E. Conductors shall not be pulled through conduits until plastering or masonry work is completed and conduits are free from moisture. Care shall be taken so that long pulls of wire or pulls around several bends are not made where the wire may be permanently stretched and the insulation damaged.
- F. Only nylon rope shall be permitted to pull cables into conduit and ducts.
- G. Completely and thoroughly swab raceway system before installing conductors.

### **3.05 CABLE INSTALLATION**

- A. Provide protection for exposed cables where subject to damage.
- B. Use suitable cable fittings and connectors.
- C. Run all open cable parallel or perpendicular to walls, ceilings, and exposed structural members. Follow the routing as illustrated on the drawings as closely as possible. Cable routing on drawings scaled 1/4" 1'-0" or less shall be considered diagrammatical, unless noted otherwise. The correct routing, when shown diagrammatically, shall be chosen by the Contractor based on information in the contract documents; in accordance with the manufacturer's written instructions, applicable codes, the NECA's "Standard of Installation", recognized industry standards; and coordinated with other contractors.

- D. Open cable shall be supported by the appropriate size J-hooks or other means if called for on the drawings. Wire and cable from different systems shall not be installed in the same J-hook. J-hooks shall be sized with 20% spare capacity. J-hooks shall provide proper bend radius support for data cable and fiber cables.
- E. Open cable installed above suspended ceilings shall not rest on the suspended ceiling construction, nor utilize the ceiling support system for wire and cable support.
- F. J-hook support spans shall be based on the smaller of the manufacturer's load ratings and code requirements. In no case shall horizontal spans exceed 5 feet and vertical spans exceed 4 feet. All J-hooks shall be installed where completely accessible and not blocked by piping, ductwork, inaccessible ceilings, etc. J-hooks shall be independently rigidly attached to a structural element. J-hooks shall be installed to provide 2" horizontal separation and 6" vertical separation between systems.
- G. Open cable shall only be installed where specifically shown on the drawings, or permitted in these specifications.

### **3.06 WIRING CONNECTIONS AND TERMINATIONS**

- A. Splice and tap only in accessible junction boxes.
- B. Use solderless, tin-plated copper, compression terminals (lugs) applied with circumferential crimp for conductor terminations, 8 AWG and larger.
- C. Use solderless, tin-plated, compression terminals (lugs) applied with indenter crimp for copper conductor terminations, 10 AWG and smaller.
- D. Use solderless pressure connectors with insulating covers for copper wire splices and taps, 8 AWG and smaller. For 10 AWG and smaller, use insulated spring wire connectors with plastic caps.
- E. Use compression connectors applied with circumferential crimp for conductor splices and taps, 6 AWG and larger. Tape uninsulated conductors and connectors with electrical tape to 150 percent of the insulation value of conductor.
- F. Thoroughly clean wires before installing lugs and connectors.
- G. Make splices, taps and terminations to carry full ampacity of conductors without perceptible temperature rise.
- H. Phase Sequence: All apparatus shall be connected to operate in the phase sequence A-B-C representing the time sequence in which the phase conductors so identified reach positive maximum voltage.
- I. As a general rule, applicable to switches, circuit breakers, starters, panelboards, switchgear and the like, the connections to phase conductors are intended thus:
  - 1. Facing the front and operating side of the equipment, the phase identification shall be:
    - a. Left to Right - A-B-C
    - b. Top to Bottom - A-B-C
- J. Connection revisions as required to achieve correct rotation of motors shall be made at the load terminals of the starters or disconnect switches.
- K. Use antioxidant joint compound on all aluminum conductor terminations. Apply antioxidant joint compound per manufacturer's recommendations.

**3.07 FIELD QUALITY CONTROL**

- A. Field inspection and testing will be performed under provisions of Division 1.
- B. Building Wire and Power Cable Testing: Perform an insulation-resistance test on each conductor with respect to ground and adjacent conductors. Test shall be made by means of a low-resistance ohmmeter, such as a "Megger". The applied potential shall be 500 volts dc for 300 volt rated cable and 1000 volts dc for 600 volt rated cable. The test duration shall be one minute. Insulation resistance must be greater than 100 mega-ohm for 600 volt and 25 mega-ohm for 300 volt rated cables per NETA Acceptance Testing Standard. Verify uniform resistance of parallel conductors.
- C. Inspect wire and cable for physical damage and proper connection.
- D. Torque test conductor connections and terminations to manufacturer's recommended values.
- E. Perform continuity test on all power and equipment branch circuit conductors. Verify proper phasing connections.
- F. Provide documentation of the manufacturer's recommended lug torque value for copper and aluminum conductors, the date the lugs were torqued, and installed torque readings. Documentation indicating that the torque wrench has been calibrated not more than 30 days prior to tightening of lugs shall be provided.
- G. Protection of wire and cable from foreign materials:
  - 1. It is the Contractor's responsibility to provide adequate physical protection to prevent foreign material application or contact with any wire or cable type. Foreign material is defined as any material that would negatively impact the validity of the manufacturer's performance warranty. This includes, but is not limited to, overspray of paint (accidental or otherwise), drywall compound, or any other surface chemical, liquid, or compound that could come in contact with the cable, cable jacket, or cable termination components.
- H. Overspray of paint on any wire or cable will not be accepted. It shall be the Contractor's responsibility to replace any component containing overspray, in its entirety, at no additional cost to the project. Cleaning of the cables with harsh chemicals is not allowed.

**END OF SECTION**

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**SECTION 26 5119**  
**LED LIGHTING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Interior luminaires and accessories
- B. Exterior luminaires and accessories
- C. Light-emitting diode (LED) luminaire systems
- D. Emergency exit signs
- E. Lighting poles

**1.02 RELATED SECTIONS**

- A. The lighting system design includes a combination of luminaire sources, lighting control components, programming sequences, and supplementary components for building and energy code compliance. The design uses performance-based specifications for portions of the lighting system to account for the limitation of comparable product solutions available by competitive manufacturers. The Contractor shall reference related specification sections, plans, schedules, and details prior to submitting pricing, submittals, and installation. The Contractor shall coordinate system component compatibility among various manufacturers and suppliers for a turnkey lighting system. Referenced sections include, but are not limited to, the following:
  - 1. 26 09 33 Lighting Control Systems
  - 2. 26 52 15 Emergency Lighting Inverter
  - 3. Electrical drawings: Plans, luminaire schedules, lighting control sequence of operations, diagrams, and details.

**1.03 REFERENCES**

- A. ANSI C78.377 - Specifications for the Chromaticity of Solid State Lighting Products
- B. ANSI C82.16 - Light-Emitting Diode Drivers - Method of Measurement
- C. ANSI C82.77 - Standard for Harmonic Emission Limits and Related Power Quality Requirements for Lighting Equipment
- D. NFPA 70E - National Electrical Safety Code
- E. NEMA SSL1 - Electronic Drivers for LED Devices, Arrays or System
- F. UL 8750 - Light Emitting Diode (LED) Equipment for use in Lighting Products
- G. LM-79 - Approved Method: Electrical and Photometric Measurements of Solid-State Lighting Products
- H. LM-80 - Measuring Luminous Flux and Color Maintenance of LED
- I. FS W-L-305 - Light Set, General Illumination (Emergency or Auxiliary)
- J. UL 924 - Standard for Emergency Lighting and Power Equipment

**1.04 SUBMITTALS**

- A. Submit product data under provisions of Section 26 0500.
- B. Basic Requirements of Submittal:
  - 1. Submit product data sheets for luminaires, LED light engines, drivers and poles. Include complete product model number with all options as specified. Submittal shall be arranged with luminaires listed in ascending order, and with each luminaire's, LED light engine, driver, or pole information following luminaire's product data. Failure to organize submittal in this manner will result in the submittal being rejected.
  - 2. Submit lens product data, dimensions and weights if not included in product data sheet submittal.

3. Include outline drawings, support points, weights, and accessory information for each luminaire.
  4. Submit manufacturer origin of LED chipset and driver.
- C. LED Lighting - Performance Testing Submittal (when requested by Architect/Engineer):
1. IESNA LM-79: Include photometric report for the latest generation system being furnished. Provide name of independent testing laboratory, report number, date of test, luminaire series/model number, input wattage, and light source specifications.
  2. IESNA LM-80: Measuring Lumen Maintenance of LED Light Sources.
- D. LED Lighting - Control Compatibility Submittal:
1. Submit lighting control capability data for each LED luminaire. The submittal shall clearly identify device data proposed by the Contractor and approved by the luminaire manufacturer for dimming, switching, addressable, wireless, and similar control characteristics.

**1.05 DELIVERY STORAGE AND HANDLING**

- A. Deliver products to site. Store and protect under provisions of Section 26 0500.
- B. Protect luminaire finishes, lenses, and trims from damage during storage and installation. Do not remove protective films until construction cleanup within each area is complete.
- C. Handle site lighting poles carefully to prevent breakage and damage to finish.

**1.06 WARRANTY**

- A. The warranty period begins at the date of Substantial Completion.
- B. LED Light Engines and Drivers:
  1. LED Drivers and Dimming Drivers: Five (5) years
  2. Light Emitting Diode (LED) Light Engines: Five (5) years
- C. Emergency Lighting Units and Exit Signs:
  1. Exit Signs: Three (3) year, non-prorated
- D. Pole Finish: Three (3) year warranty of pole color and finish

**1.07 REGULATORY REQUIREMENTS**

- A. Conform to NFPA 101 for installation requirements

**PART 2 PRODUCTS**

**2.01 INTERIOR LUMINAIRES AND ACCESSORIES GENERAL**

- A. Lensed Troffers: Provide hinged frames with latches and 0.125-inch thick virgin acrylic lenses. Prismatic lenses shall have depth of no less than 0.080", KSH12 or equal. Other lenses as scheduled.
- B. Recessed Luminaires: Confirm ceiling and wall type and furnish trim and accessories necessary to permit proper installation in each system. Where fire-rated ceiling or wall assemblies are specified, furnish and install listed enclosures around luminaires that maintain the system rating.
- C. Luminaires: Louvers shall be anodized low iridescent specular aluminum with mitered corners and interlocking construction.
- D. Suspended Luminaires: Coordinate power feed and suspension canopies with ceiling type and architectural RCP for proper fit and location. Ensure finished installations are plumb and level at elevations specified. Verify suspension length prior to submittal.
- E. Painted reflector surfaces shall have a minimum reflectance of 90 .

## **2.02 EXTERIOR LUMINAIRES AND ACCESSORIES GENERAL**

- A. Listed for wet or damp location as scheduled. Provide ingress protection (IP) rating when scheduled.
- B. Provide low temperature LED drivers, with reliable starting to -20°F.
- C. Exterior LED luminaires shall contain separate, easily accessible and replaceable Category C surge protection device.

## **2.03 LIGHT EMITTING DIODE LED LUMINAIRE SYSTEMS**

- A. Refer to the luminaire schedule for color temperature and minimum color rendering index CRI requirements. Provide light source color consistency by utilizing a binning tolerance within a maximum 3-step McAdam ellipse unless noted otherwise.
- B. LED chip arrays specified as color changing shall have chip colors as noted on the luminaire schedule.
- C. Rated life shall be minimum of 50,000 hours at L70.
- D. LED chips shall be wired so that failure of one chip does not prohibit operation of the remainder of the chip array.
- E. Luminaire delivered lumens is defined as the absolute lumens per the manufacturers LM-79-08 test report.
- F. LED luminaires shall be designed for ease of component replacement including modular replaceable boards or Zhaga sockets. Luminaires that are factory sealed and do not have field replaceable parts shall provide a 10-year warranty.
- G. LED light engine shall have a maximum LLD of 0.85 at 50,000 hours at 25°C ambient.
- H. LED Driver:
  - 1. Solid state driver with integral heat sink. Driver shall have over-heat, short-circuit and overload protection, power factor 0.90 or above and maximum total harmonic distortion of 20%. Driver shall have a voltage fluctuation tolerance of +/- 10%.
  - 2. Drivers shall have dimming capabilities as outlined in the luminaire schedule for each luminaire type. Dimming shall control light output in a continuous curve from 100% to 10% unless noted otherwise.
  - 3. Driver shall have a minimum of 50,000 hours rated life.
  - 4. Driver shall be tested to ANSI C82-16 for input current inrush, total harmonic distortion (THD), and power factor. Driver start time shall be less than 0.5 seconds to 98% of initial light output. Flicker should be less than 30% throughout the operating range.
  - 5. Driver shall be field replaceable without removal of the luminaire.
  - 6. Class A sound rating; inaudible in a 27 dBA ambient.
  - 7. Demonstrate no visible change in light output with a variation of plus or minus 10 percent change in line-voltage input.

## **2.04 EMERGENCY EXIT SIGNS**

- A. Exit Signs: Stencil face, 6-inch high letters, directional arrows as indicated, universal mounting type as indicated on the drawings.
- B. Directional Indicators: The directional indicator for exit signage shall be of a chevron type meeting all requirements of NFPA 101.

## **2.05 LIGHTING POLES**

- A. Manufacturers:
  - 1. Manufacturer of luminaire (metallic pole)
  - 2. Valmont Poles (metallic pole)

3. U.S. Pole Company (metallic pole)
4. KW Industries (metallic pole)
- B. Metal Poles: Square straight steel lighting pole with anchor base.
  1. Painted steel poles shall have electrostatic applied polyester powder coated paint finish thermally cured with UV protection. Interior of pole shall be coated with same coating for a minimum of 12" from base plate.
- C. Wind Load: 100 MPH velocity, with 1.3 gust factor with luminaires and brackets mounted.
- D. Hand Hole: 2 x 4 inches with removable weatherproof cover installed at manufacturer's standard location. Provide matching gasketed cover plate.
- E. Pole Top: Provide mast arm(s) in array as indicated.
- F. Anchor Bolts: As recommended by pole manufacturer. Provide template, flat washers, lock washers, and hex nuts for each pole. Grout between anchor plate and concrete base with non-shrink grout after pole is plumbed.
- G. Vibration Damper: Canister or snake type second mode vibration damper internal to the metal pole as recommended by pole manufacturer. Provide additional pole top damper for first mode vibration on single-head metal poles where recommended by manufacturer.

### **PART 3 EXECUTION**

#### **3.01 INSTALLATION**

- A. Securely fasten luminaires to the listed and labeled ceiling framing member by mechanical means such as bolts, screws, rivets or listed clips identified for use with the type of ceiling framing members. The architectural ceiling framing system may be used in lieu of independent support with prior written approval by the ceiling system manufacturer and Authority Having Jurisdiction (AHJ). Luminaires and wiring installed in fire-rated ceiling assemblies shall be independently supported for all applications.
  1. Install recessed flanged luminaires to permit removal from below. Use manufacturer-supplied plaster frames and swing gate supports. Provide independent support as follows:
    - a. Luminaires less than 56 lbs: Provide a minimum of two (2) 12 gauge suspended ceiling support wires located on diagonal corners of the luminaires.
    - b. Luminaires 56 lbs or greater: Provide a minimum of four (4) 12 gauge suspended ceiling support wires located on diagonal corners of the luminaires. Support luminaire independent of the ceiling system.
    - c. Luminaires larger than eight square feet (8 ft<sup>2</sup>): Support luminaire independent of the ceiling system.
- B. Do not fasten luminaire supports to piping, ductwork, mechanical equipment, or conduit, unless otherwise noted. Support wires shall be tightly wrapped (minimum of three turns within 3 inches of the connection) and sharply bend to prevent vertical movement.
- C. Support suspended or pendant mounted luminaires independent of ceiling grid with adjustable stainless steel aircraft cables or per luminaire schedule mounting requirements. Suspension assembly and anchors shall be capable of supporting 300 pounds dead load at each suspension point.
- D. Support wire used to independently support luminaires, raceways, and wiring systems shall be distinguishable from ceiling support systems by color (field paint), tagging or equivalent means.
- E. Install lamps in lamp holders of luminaires.
- F. Adjust aimable luminaires to obtain lighting levels on objects and areas as directed to obtain desired lighting levels.
- G. Recessed luminaires and other optical accessories shall remain in protective wraps or films until construction in area is complete and area has been cleaned.



- H. Luminaire Pole Bases: Sized and constructed as indicated on the drawings. Project anchor bolts 2 inches minimum above base. Install poles plumb with double nuts for adjustment. Grout around pole anchor base.
- I. Use belt slings or non-chafing ropes to raise and set pre-finished luminaire poles.

**3.02 CONSTRUCTION USE OF PROJECT LUMINAIRES**

- A. The Contractor shall provide temporary construction lighting per the requirements of Division 1.
- B. The project luminaires shown on the construction documents shall not be used for temporary construction purposes without providing a plan for Owner approval that addresses energy and luminaire operating hours.

**3.03 RELAMPING**

- A. Replace failed LED light engine modules or arrays at completion of work.

**3.04 ADJUSTING AND CLEANING**

- A. Align luminaires and clean lenses and diffusers at completion of work. Clean paint splatters, dirt, and debris from installed luminaires.
- B. Touch up luminaire and pole finish at completion of work.

**3.05 OWNER TRAINING**

- A. Test emergency lighting equipment for 60 minutes to determine proper operation, prior to Substantial Completion, with the Owner's Representative.
- B. Provide electronic copy of periodic test log form to Owner's Representative. Explain and instruct Owner's Representative of requirements for testing and maintenance. Refer to latest adopted NFPA 101 for testing and logging requirements.

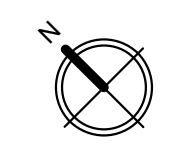
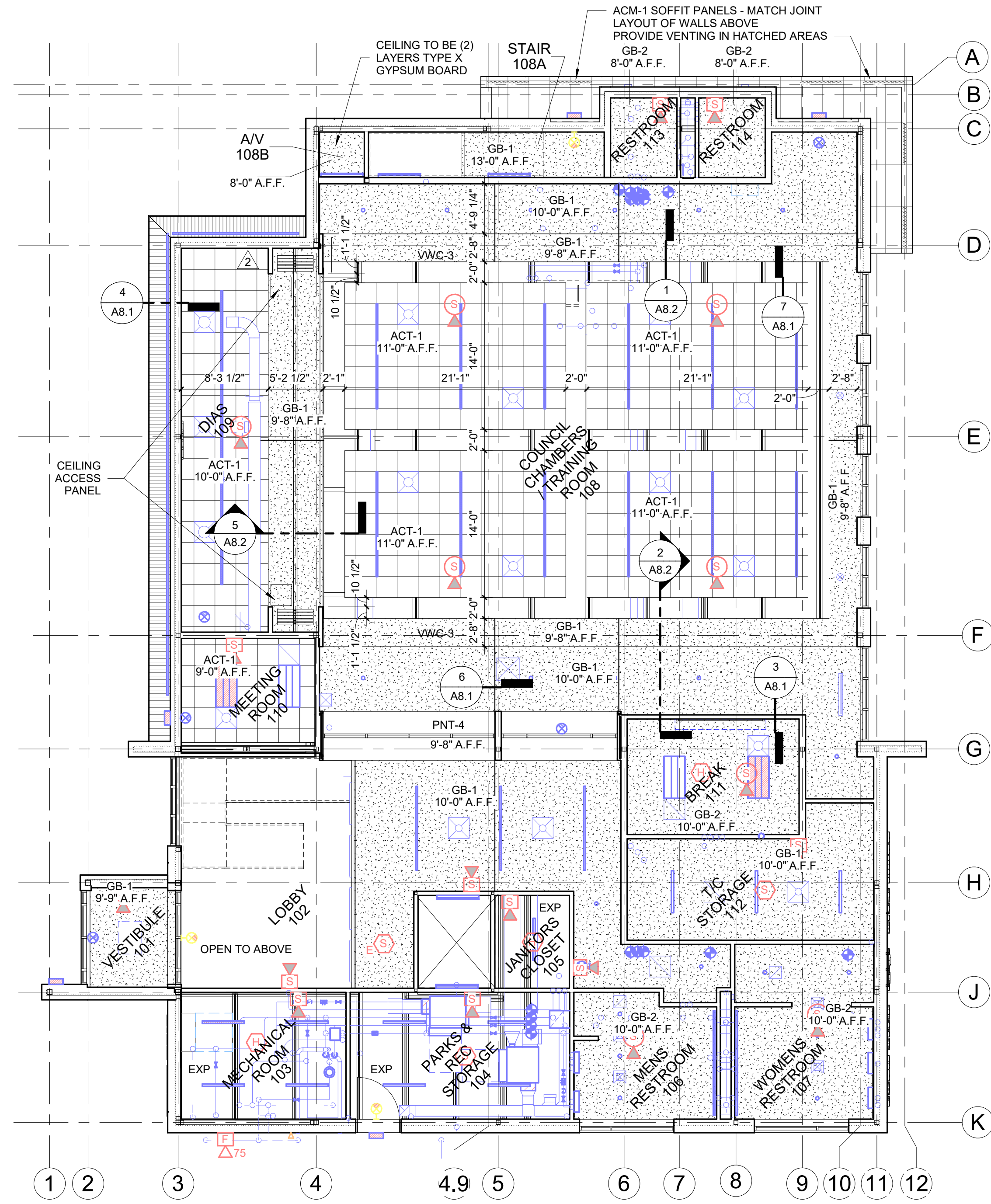
**3.06 LUMINAIRE SCHEDULE**

- A. As shown on the drawings.

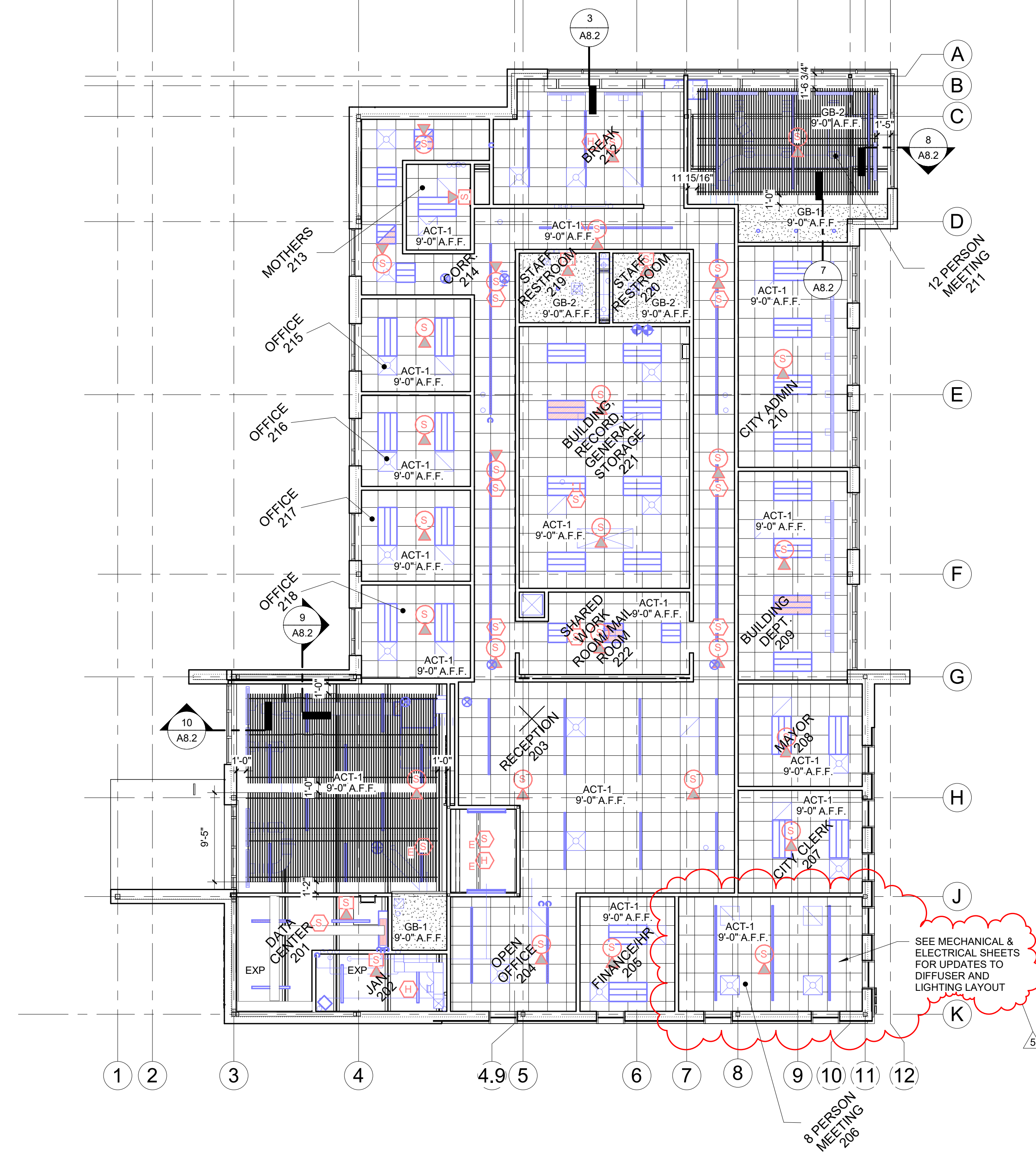
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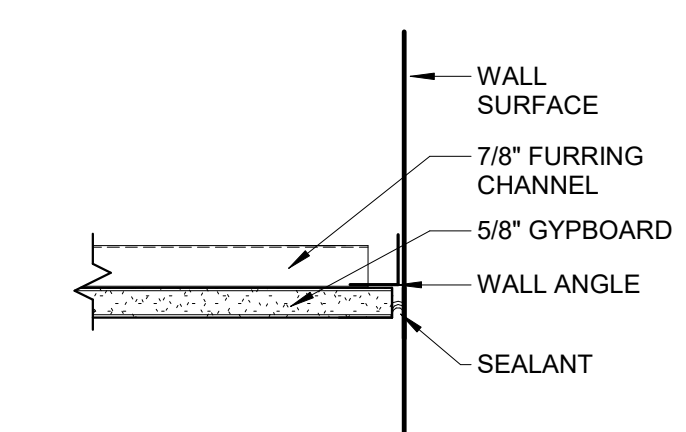




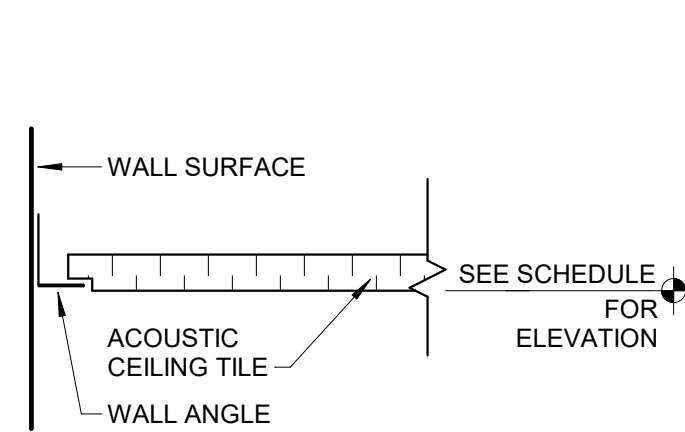
**1** FIRST FLOOR REFLECTED CEILING PLAN  
SCALE: 1/8" = 1'-0"



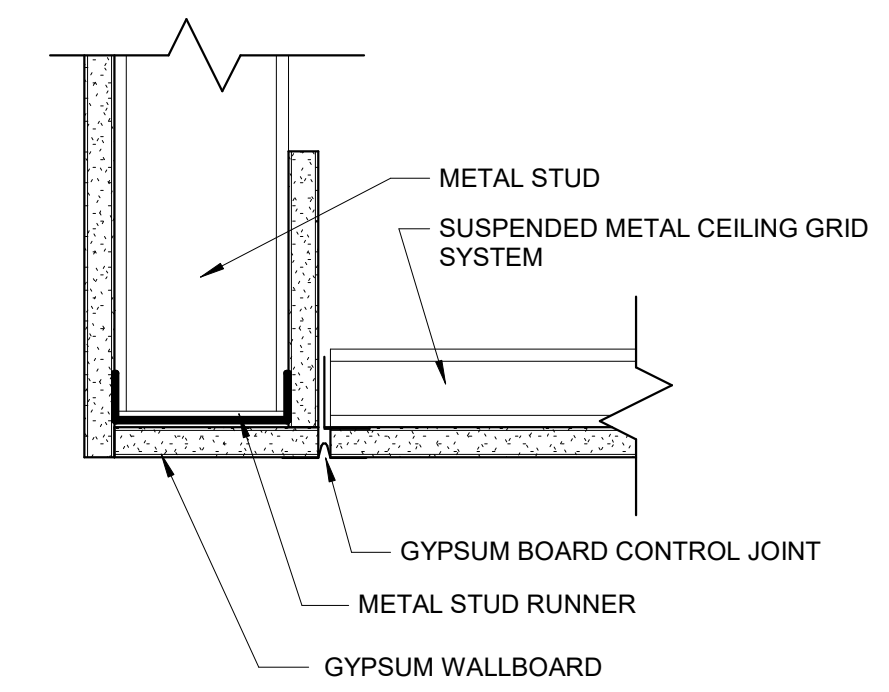
**2** SECOND FLOOR REFLECTED CEILING PLAN  
SCALE: 1/8" = 1'-0"



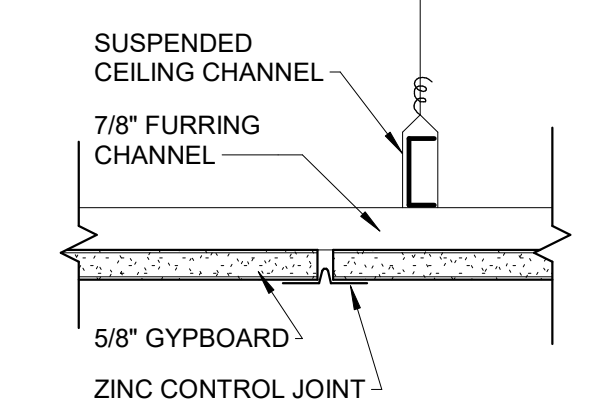
**3** GYP CEILING EDGE  
SCALE: 3" = 1'-0"



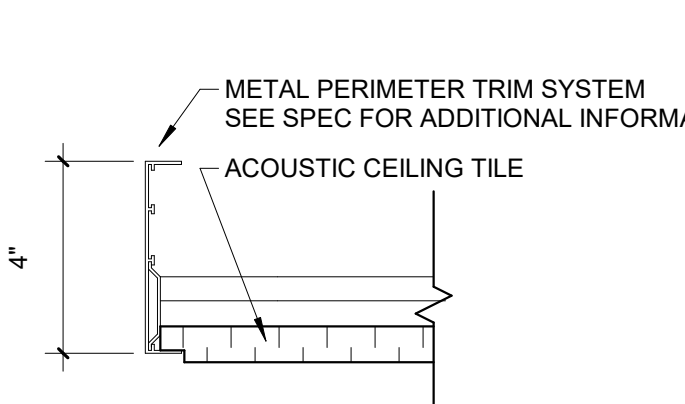
**4** ACT EDGE  
SCALE: 3" = 1'-0"



**5** CEILING TRANSITION DETAIL  
SCALE: 3" = 1'-0"



**6** GYP CEILING JOINT  
SCALE: 3" = 1'-0"



**7** ACT EDGE WITH PERIMETER TRIM  
SCALE: 3" = 1'-0"

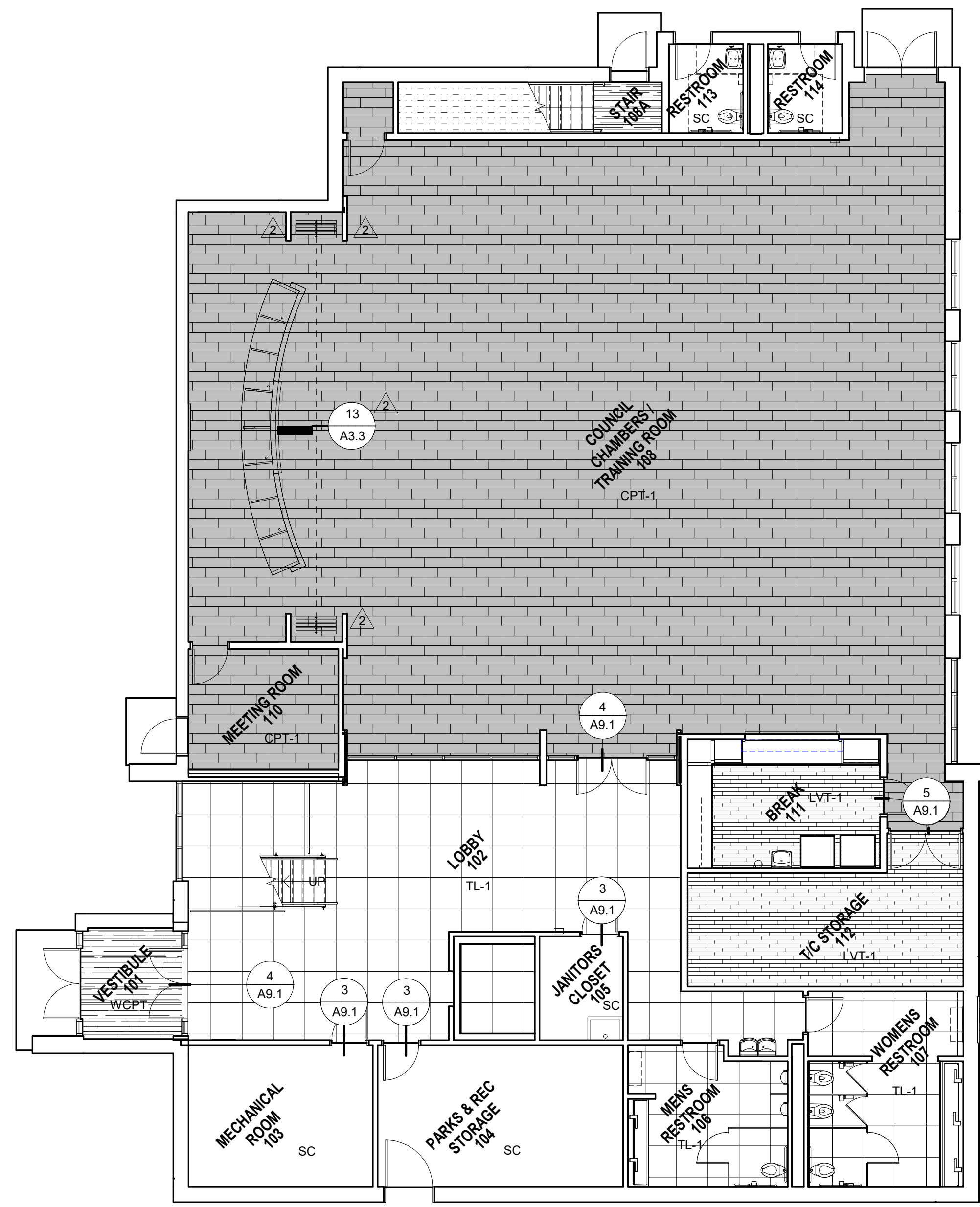
**REFLECTED CEILING PLAN LEGEND**

	ACOUSTIC TILE CEILING		LIGHT FIXTURES, SEE ELECTRICAL
	GYPSON WALL BOARD		HEIGHT OF WALL SHALL BE ADJACENT CEILING HEIGHT +8"
	SUPPLY AIR DIFFUSER, SEE MECHANICAL		109'-0" CEILING HEIGHT
	RETURN AIR DIFFUSER, SEE MECHANICAL		8'-0" CEILING HEIGHT (A.F.F.)
	EXHAUST FAN, SEE MECHANICAL		CONTROL JOINT
	CABINET UNIT HEATER, SEE MECHANICAL		

**NOTES:**  
 \* ALL WALLS TO STRUCTURE UNLESS NOTED OTHERWISE.  
 \*\* AT FIRE RATED WALLS, SEAL TO STRUCTURE WITH FIRE-RATING INSULATION / MASTIC AT GYP BOARD WALLS OR FIRE CAULK AT MASONRY WALLS.

**REFLECTED CEILING PLAN NOTES**

1. CEILING GRID TO BE CENTERED EACH WAY WITHIN ROOMS AND ARE AS SHOWN ON THE REFLECTED CEILING PLAN, U.N.O.
2. ALL ELECTRICAL, MECHANICAL, PLUMBING AND FIRE PROTECTION DEVICES TO BE CENTERED WITHIN CEILING TILES, U.N.O.
3. REFER TO MECHANICAL, ELECTRICAL, PLUMBING, AND FIRE PROTECTION (IF APPLICABLE) DRAWINGS FOR DUCTWORK, DEVICES, EQUIPMENT, & FIXTURES NOT SHOWN ON THE REFLECTED CEILING PLANS. COORDINATE LOCATION OF THESE ITEMS WITH THOSE SHOWN.
4. IN ROOMS AND/OR AREAS SCHEDULED TO HAVE EXPOSED STRUCTURE, ALL WALL MATERIALS AND FINISHES TO EXTEND TO UNDERSIDE OF ROOF OR FLOOR DECK, U.N.O.
5. CEMENT BOARD AND GYPSON BOARD CEILINGS TO BE INSTALLED ON SUSPENSION SYSTEM PER PROJECT MANUAL, U.N.O.
6. WALL GYPSON BOARD SHALL EXTEND 6" MINIMUM ABOVE HIGHEST ADJACENT CEILING AT PARTITIONS NOT IDENTIFIED TO BE FULL-HEIGHT. BRACE TOP OF WALL TO STRUCTURE ABOVE WITH METAL FRAMING AT 48" O.C. EACH WAY.
7. GYPSON BOARD VERTICAL RETURNS ON SOFFITS AND BULKHEADS TO EXTEND 6" MINIMUM ABOVE HIGHEST ADJACENT CEILING HEIGHT, U.N.O.
8. REFER TO MECHANICAL DRAWINGS & PROJECT MANUAL FOR REQUIRED LOCATIONS OF ACCESS PANELS IN GYPSON BOARD OR CEMENT BOARD CEILINGS NOT SHOWN ON THE REFLECTED CEILING PLANS. COORDINATE PANEL LOCATION WITH ARCHITECT.
9. PAINT ALL EXPOSED STEEL, CONDUIT, DUCTWORK, PIPING, ETC. IN ROOMS AND/OR AREAS NOTED OR SCHEDULED TO RECEIVE PAINTED FINISHES.
10. PROVIDE SUPPORT WIRE ABOVE THE CEILING AT 2'-0" O.C. ON CEILING GRID MEMBERS AROUND ALL CEILING MOUNTED PROJECTION SCREEN LOCATIONS NOTED ON THE DRAWINGS.
11. PROVIDE ESCUTCHEONS AT ALL CEILING PENETRATIONS, U.N.O.
12. HOLD GYPSON BOARD AND/OR CEMENT BOARD 1/2" OFF STRUCTURE.
13. SEE TYPICAL WALL TYPES FOR TOP OF WALL CONSTRUCTION.



1 MAIN FLOOR FINISH PLAN  
SCALE: 1/8" = 1'-0"



2 UPPER FLOOR FINISH PLAN  
SCALE: 1/8" = 1'-0"

FLOOR FINISH LEGEND

	WCP-T: WALK-OFF CARPET TILE		SC: SEALED CONCRETE
	CPT-1: CARPET TILE, TYPE 1		TL-1: TILE, TYPE 1
	CPT-2: CARPET TILE, TYPE 2		TL-2: TILE, TYPE 2
	LVT-1: LUXURY VINYL TILE, TYPE 1		RBR: RUBBER

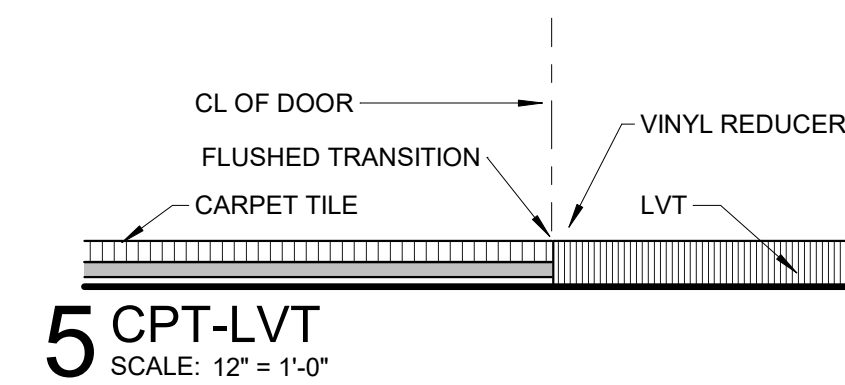
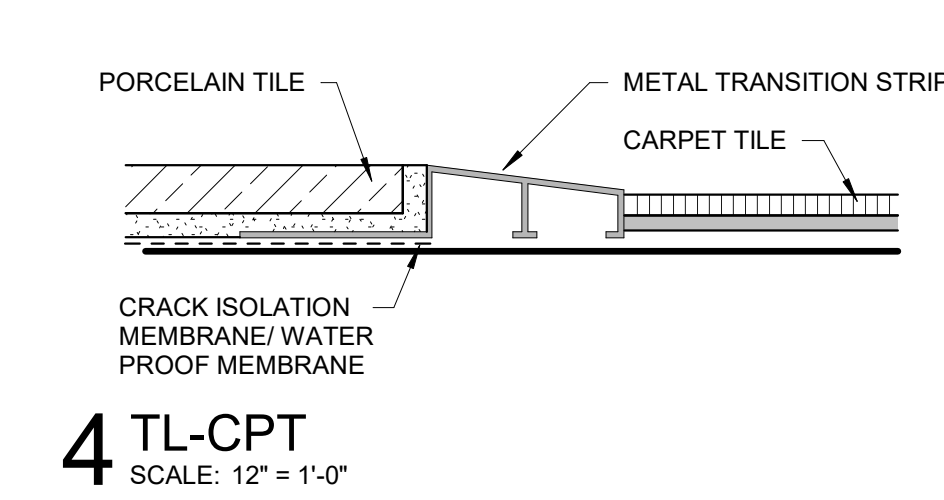
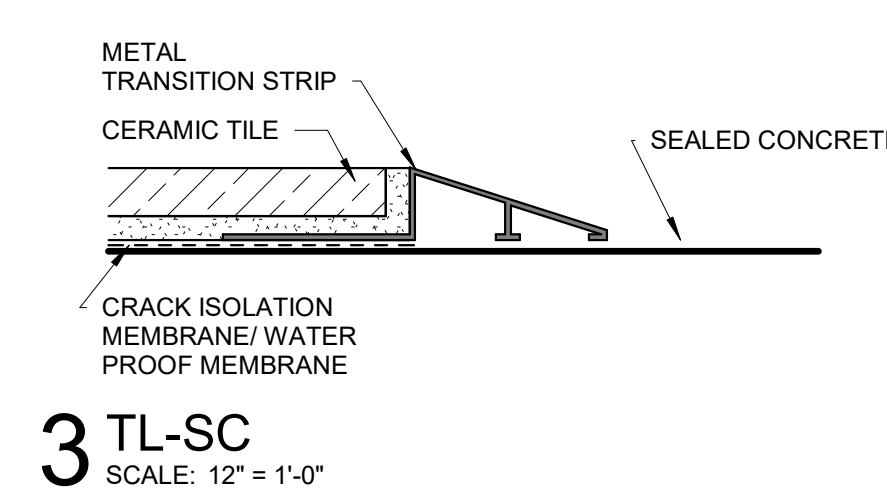
ROOM FINISH SCHEDULE LEGEND

FLOORS		BASE	
CPT	CARPET TILE	TL	TILE BASE
TL	TILE	VB	VINYL BASE
SC	SEALED CONCRETE		
LVT	LUXURY VINYL TILE		
WCP-T	WALK-OFF CARPET TILE		
RBR	RUBBER		
WALL		CEILING	
TL	TILE	ACT-1	ACOUSTICAL CEILING TILE, TYPE 1
PNT	PAINT	EXP	EXPOSED STRUCTURE, NO PAINT
VWC	VINYL WALLCOVERING	EXP-P	EXPOSED STRUCTURE, PAINT
		GB-P	GYPSUM BOARD, PAINT
		WP	WOOD PANEL

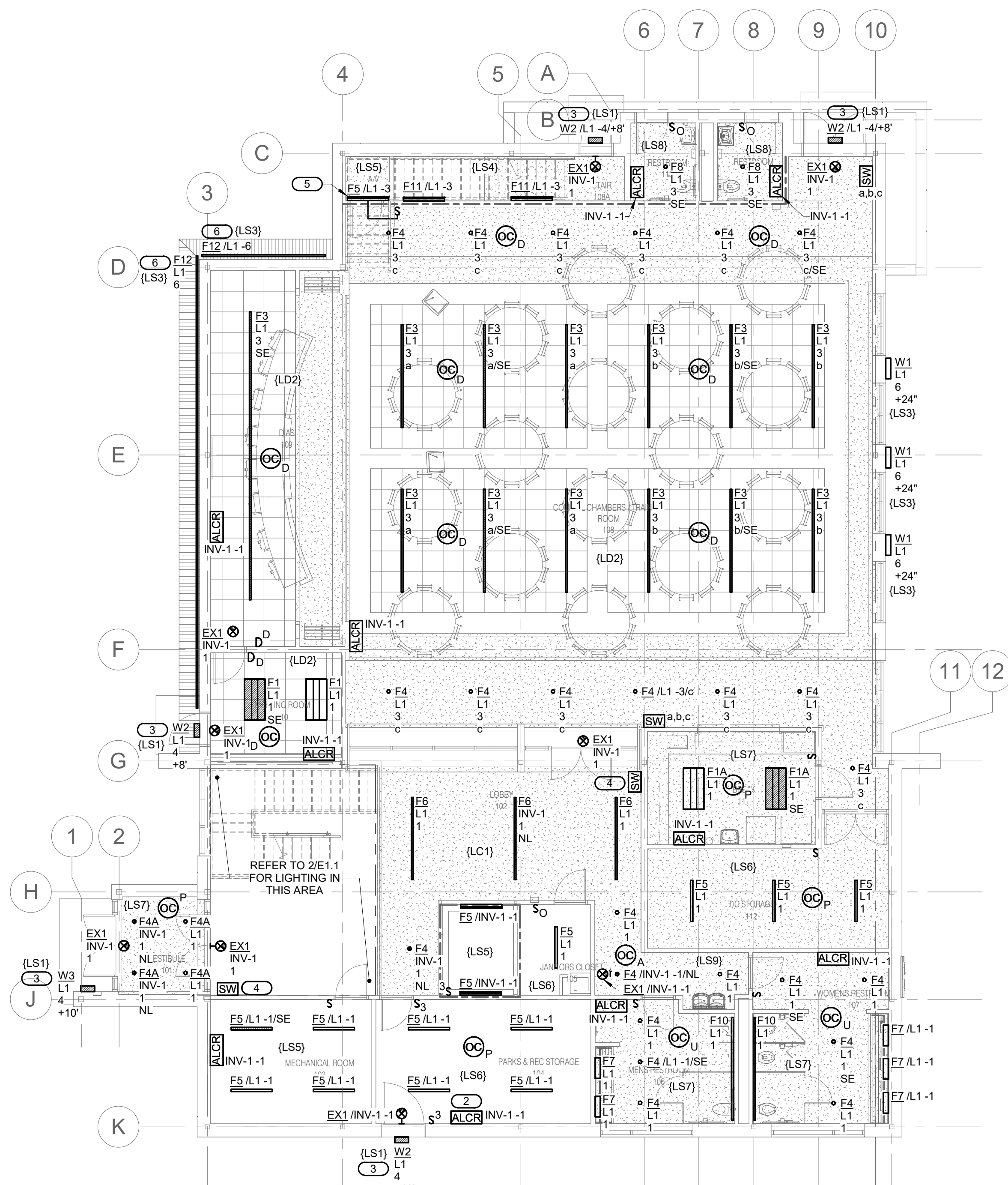
NUMBER	NAME	FLOOR FINISH	BASE FINISH	WALL				CEILING		COMMENTS
				NORTH	SOUTH	EAST	WEST	FINISH	HEIGHT	
101	VESTIBULE	WCP-T	VB-1	PNT-1	PNT-1	PNT-1	PNT-1	GB-1	9'-9 3/4" AFF	4
102	LOBBY	TL-1	VB-1	PNT-1, PNT-4, VWC-4	PNT-1, TL-3	PNT-1	PNT-1, VWC-2	EXP-P, WD-1	9'-0" AFF	
103	MECHANICAL ROOM	SC	VB-1	PNT-1	PNT-1	PNT-1	PNT-1	EXP-P	-	4
104	PARKS & REC STORAGE	SC	VB-1	PNT-1	PNT-1	PNT-1	PNT-1	EXP-P	-	4
105	JANITORS CLOSET	SC	VB-1	PNT-1	PNT-1	PNT-1	PNT-1	EXP-P	-	4
106	MENS RESTROOM	TL-1	TL-2	TL-2	TL-2	TL-2	TL-3	GB-2	10'-0" AFF	2
107	WOMENS RESTROOM	TL-1	TL-2	TL-2	TL-2	TL-3	TL-2	GB-2	10'-0" AFF	2
108	COUNCIL CHAMBERS / TRAINING ROOM	CPT-1	VB-1	VWC-1	VWC-1, PNT-4	VWC-1	VWC-1, VWC-3	EXP-P, ACT-1	VARIABLES	3
108A	STAIR	WCP-T, RBR	VB, RBR	PNT-1	PNT-1	PNT-1	PNT-1	GB-1	9'-0" AFF	4
108B	AV	CPT-1	VB-1	PNT-1	PNT-1	PNT-1	PNT-1	GB-1	8'-0" AFF	4
109	DIAS	CPT-1	VB-1	VWC-1	-	-	TL-3	GB-1, ACT-1	10'-0" AFF	3
110	MEETING ROOM	CPT-1	VB-1	PNT-1	PNT-1	PNT-1	PNT-1	ACT-1	9'-0" AFF	3
111	BREAK	LVT-1	VB-1	PNT-1	PNT-1	PNT-1	PNT-1	GB-1	10'-0" AFF	3
112	T/C STORAGE	LVT-1	VB-1	PNT-1	PNT-1	PNT-1	PNT-1	GB-1	10'-0" AFF	4
113	RESTROOM	SC	TL-4	TL-4	TL-4	TL-4	TL-4	GB-2	8'-0" AFF	2
114	RESTROOM	SC	TL-4	TL-4	TL-4	TL-4	TL-4	GB-2	8'-0" AFF	2
201	DATA CENTER	SC	VB-1	PNT-1	PNT-1	PNT-1	PNT-1	EXP-P	-	4
202	JAN.	SC	VB-1	PNT-1	PNT-1	PNT-1	PNT-1	EXP-P	-	4
203	RECEPTION	TL-1, CPT-2	VB-1	PNT-4, VWC-2	PNT-1	PNT-1	PNT-1	ACT-1	9'-0" AFF	3
204	OPEN OFFICE	CPT-2	VB-1	PNT-1	PNT-1	PNT-1	PNT-1	ACT-1	9'-0" AFF	3
205	FINANCE HR	CPT-2	VB-1	PNT-1	PNT-1	PNT-1	PNT-1	ACT-1	9'-0" AFF	3
206	8 PERSON MEETING	CPT-1	VB-1	PNT-1	PNT-1	PNT-1	PNT-1	ACT-1	9'-0" AFF	3
207	CITY CLERK	CPT-2	VB-1	PNT-4	PNT-1	PNT-1	PNT-1	ACT-1	9'-0" AFF	3
208	MAYOR	CPT-2	VB-1	PNT-1	PNT-5	PNT-1	PNT-1	ACT-1	9'-0" AFF	3
209	BUILDING DEPT.	CPT-2	VB-1	PNT-1	PNT-6	PNT-1	PNT-1	ACT-1	9'-0" AFF	3
210	CITY ADMIN	CPT-2	VB-1	PNT-1	PNT-7	PNT-1	PNT-1	ACT-1	9'-0" AFF	3
211	12 PERSON MEETING	CPT-1	VB-1	PNT-1	PNT-1, SS-1	PNT-1	PNT-1, PL-1	EXP-P, WD-1	9'-0" AFF	3
212	BREAK	LVT-1	VB-1	PNT-1	PNT-1	PNT-1	PNT-1	ACT-1	9'-0" AFF	3
213	MOTHERS	LVT-1	VB-1	PNT-1	PNT-1	PNT-1	PNT-1	ACT-1	9'-0" AFF	3
214	CORR	CPT-2	VB-1	PNT-1	PNT-1	PNT-1	PNT-1	ACT-1	9'-0" AFF	3
215	OFFICE	CPT-2	VB-1	PNT-1	PNT-1	PNT-4	PNT-1	ACT-1	9'-0" AFF	3
216	OFFICE	CPT-2	VB-1	PNT-1	PNT-1	PNT-5	PNT-1	ACT-1	9'-0" AFF	3
217	OFFICE	CPT-2	VB-1	PNT-1	PNT-1	PNT-6	PNT-1	ACT-1	9'-0" AFF	3
218	OFFICE	CPT-2	VB-1	PNT-1	PNT-1	PNT-7	PNT-1	ACT-1	9'-0" AFF	3
219	STAFF RESTROOM	CT-2	CT-2	EPNT-1	EPNT-1	EPNT-1	EPNT-1	GB-2	9'-0" AFF	2
220	STAFF RESTROOM	CT-2	CT-2	EPNT-1	EPNT-1	EPNT-1	EPNT-1	GB-2	9'-0" AFF	2
221	BUILDING, RECORD, GENERAL STORAGE	LVT-1	VB-1	PNT-1	PNT-1	PNT-1	PNT-1	ACT-1	9'-0" AFF	4
222	SHARED WORK ROOM MAIL ROOM	CPT-2	VB-1	PNT-1	PNT-1	PNT-1	PNT-1	ACT-1	9'-0" AFF	4

ROOM FINISH NOTES

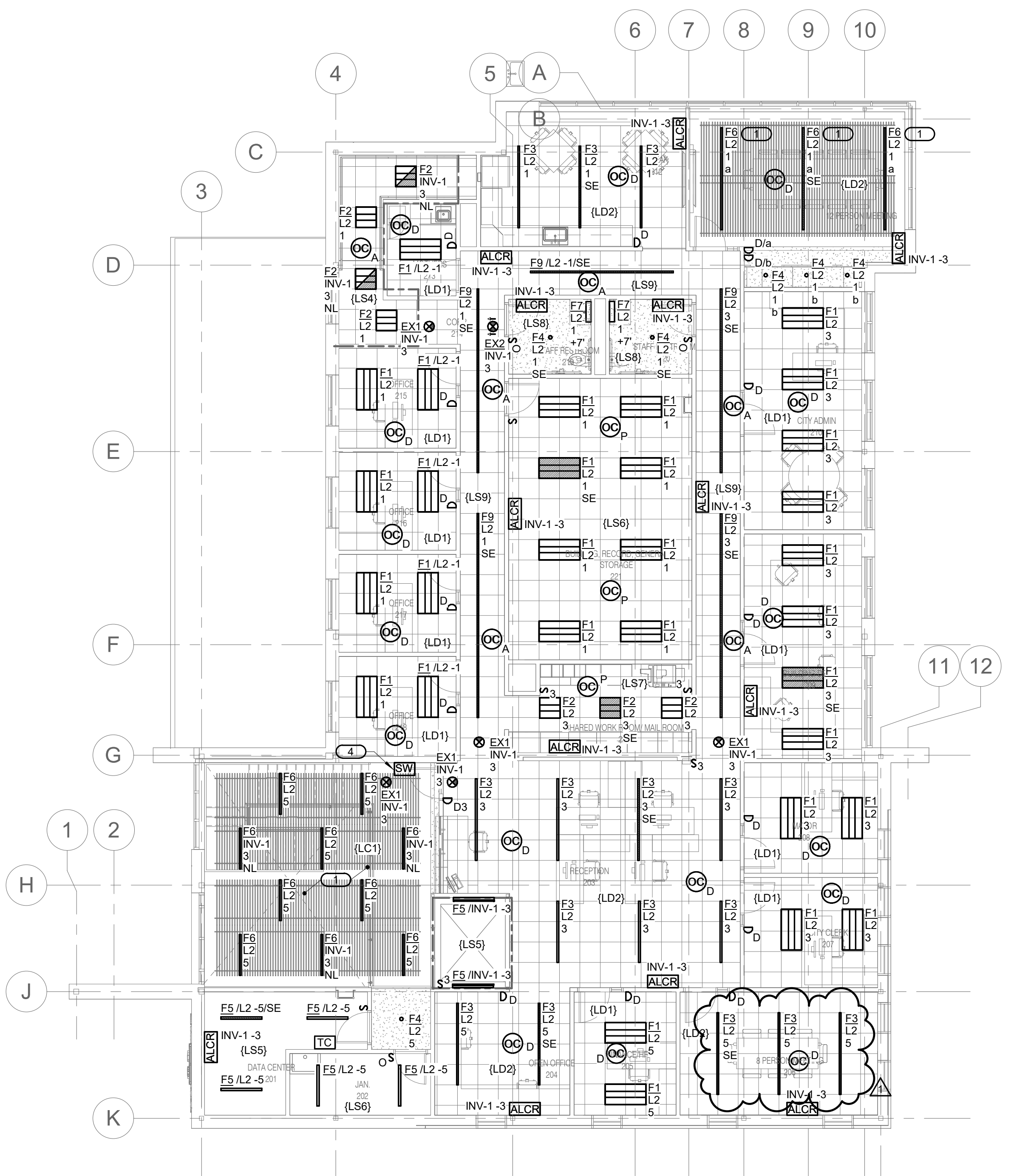
- FINISHES FOR CLOSETS AND AREAS NOT SHOWN SHALL RECEIVE THE SAME FINISH TO THAT OF THE ADJACENT ROOM.
- ELECTRICAL PANELS AND ACCESS DOOR PANELS SHALL BE PRIMED AND PAINTED TO MATCH ADJACENT WALLS (VERIFY WITH OWNER).
- CONCRETE FLOORS THAT ARE NOT SCHEDULED FOR A FINISH FLOOR MATERIAL SHALL RECEIVE SEALER PER THE PROJECT MANUAL. CONCRETE FLOORS ARE TO BE CLEANED OF ALL FOREIGN MATERIAL PRIOR TO THE APPLICATION OF THE SEALER.
- PROVIDE EXPANSION JOINTS AT ALL SLAB EDGES AGAINST EXTERIOR WALLS. REFER TO STRUCTURAL.
- SLOPE INTERIOR FLOOR SLAB TO DRAIN AT 1/8" PER FOOT WHERE SLOPED SLABS ARE INDICATED, U.N.O.
- FLOOR SLAB TO BE SLOPED DOWN AROUND DRAINS WHERE FLOOR SLAB IS NOT INDICATED TO BE SLOPED, EXCEPT IN RESTROOMS WITH TILE. IN RESTROOMS WITH TILE, INSTALL DRAIN TO BE FLUSH WITH ADJACENT FLOOR TILE. REFER TO MECHANICAL DRAWINGS FOR ALL FLOOR DRAINS.
- FLOOR DRAINS AND TRENCH DRAINS INDICATED FOR LOCATION AND CONFIGURATION ONLY. REFER TO MECHANICAL DRAWINGS FOR PRODUCT AND PIPING INFORMATION.
- JOINT LAYOUT LOCATIONS SHOWN ARE FOR BIDDING PURPOSES ONLY. VERIFY LAYOUT / LOCATIONS WITH ARCHITECT PRIOR TO BEGINNING WORK AND SUBMIT JOINT LAYOUT DRAWING FOR APPROVAL.
- VERIFY WALL AND FLOOR TILE PATTERN LAYOUT WITH ARCHITECT PRIOR TO BEGINNING WORK.
- 4x4, 8x8 TILE JOINTS (BOTH ON WALL AND FLOOR) ARE TO ALIGN WITH MASONRY JOINTS ON WALL WHERE TILE JOINTS DO NOT ALIGN WITH THAT OF CMU. CUT TILES AT MIDDLE OF THE RUN OR AT THE DOOR, OR AS SHOWN ON FLOOR FINISH PLANS. IF DISCREPANCY IS FOUND, CONTACT ARCHITECT BEFORE LAYING TILE.
- DEPRESS CONCRETE SLABS FOR FLOOR FINISHES OVER 1/2" DEPTH. VERIFY DEPTH REQUIRED.
- ALL FLOOR FINISH TRANSITIONS TO BE LOCATED UNDER DOOR CENTERLINES, U.N.O.







**1 MAIN FLOOR PLAN - LIGHTING**  
1/8" = 1'-0"



**2 UPPER FLOOR PLAN - LIGHTING**  
1/8" = 1'-0"

- SHEET NOTES:**
- ALCRs TO BE MOUNTED ABOVE ACCESSIBLE CEILING WHERE APPLICABLE.
- KEYNOTES: (A)**
- F6 FIXTURES TO BE SUSPENDED DOWN INTO SLAT CEILING. BOTTOM OF FIXTURE TO BE FLUSH WITH BOTTOM OF SLAT CEILING.
  - ALCR TO BE INSTALLED INDOORS AND SERVE EMERGENCY LIGHTING ON EXTERIOR OF THE BUILDING.
  - FIXTURE TO BE CONTROLLED VIA LIGHTING CONTACTOR. UPON LOSS OF POWER, FIXTURE TO BE FED FROM ALCR LOCATED IN PARKS & REC STORAGE 104.
  - FIXTURE TO CONTROL LIGHT FIXTURES IN LOBBY 102 ON VIE1-1 AND THE LOBBY LIGHTS SHOWN ON 2/E1.1.
  - F5 FIXTURE TO BE LOCATED IN AV CLOSET UNDER STAIRS. MOUNT LIGHT ABOVE THE DOOR.
  - FIXTURE TO BE INSTALLED IN FUTURE. PROVIDE CONDUIT AND JUNCTION BOX TO LIGHT FIXTURE LOCATION FOR FIXTURE TO BE INSTALLED WITH FUTURE FUNDS. F12 FIXTURE NOT TO BE INCLUDED IN CURRENT PROJECT. SHOWN FOR REFERENCE ONLY.

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REF. SCALE IN INCHES PROJECT #22060578.00

IN ASSOCIATION WITH

SHEET TITLE  
**ELECTRICAL DIAGRAMS**

PROJECT TITLE  
**CITY OF POLK CITY, IOWA  
 POLK CITY NEW CITY HALL**

200 S 4TH STREET  
 POLK CITY, IOWA 50226

DATE ISSUED 2-13-2023

REV. NO. DATE  
 1 ADD #2 02/24/2023  
 2 PRR02 04/27/2023

PROJECT NUMBER  
**2022213.02**

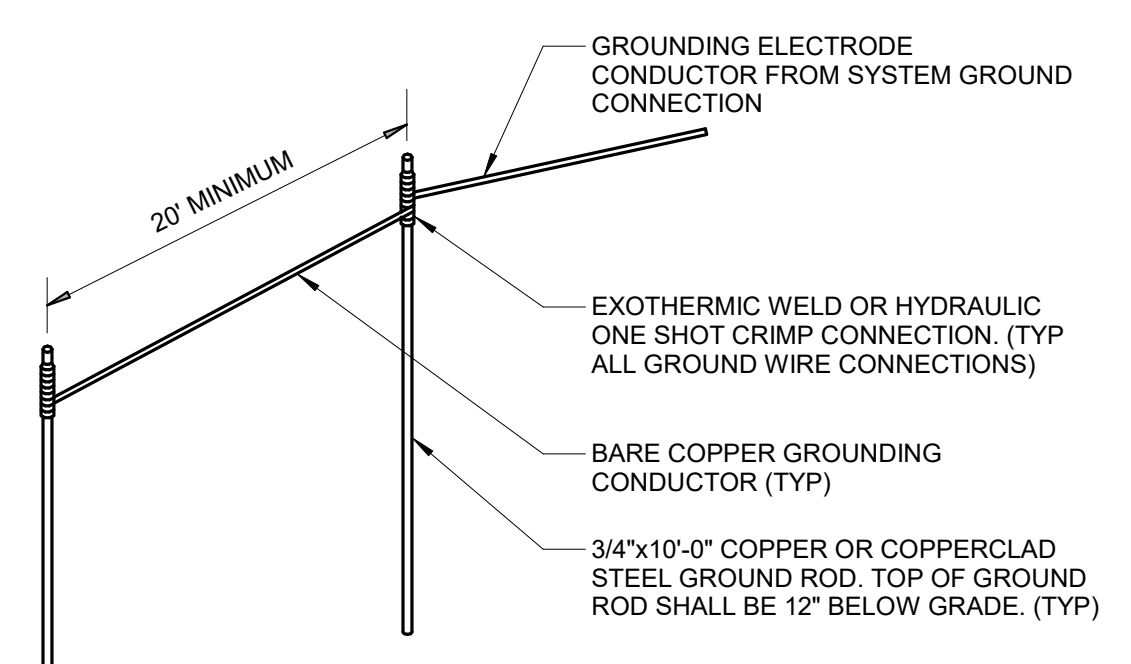
SHEET  
**E5.0**

**ELECTRICAL - RISER DIAGRAM NOTES:**

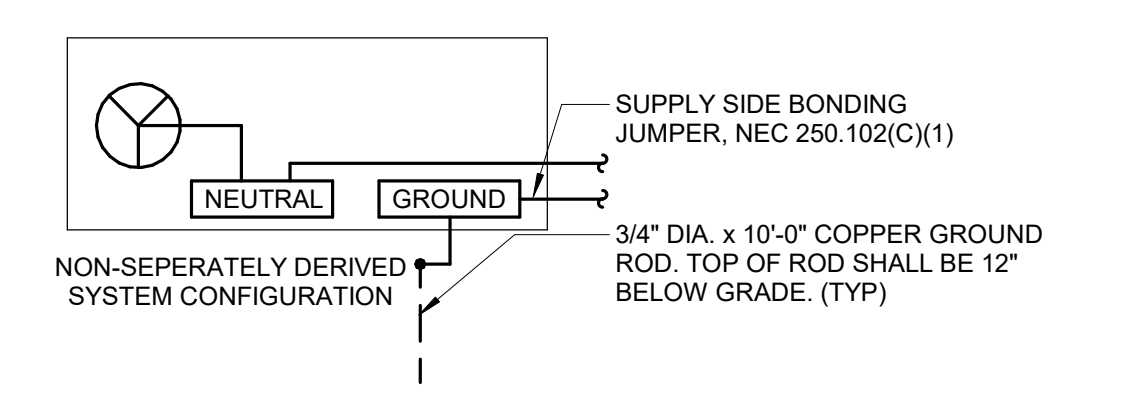
- THE RISER DIAGRAM IS INTENDED TO CONVEY THE COMPONENTS OF THE ELECTRICAL DISTRIBUTION SYSTEM. REFER TO ELECTRICAL DRAWINGS, DETAILS, DISTRIBUTION / PANEL / EQUIPMENT / EQUIPMENT CONNECTION SCHEDULES, AND SPECIFICATIONS FOR ADDITIONAL INFORMATION.
- SHORT CIRCUIT CURRENT RATINGS (SCCR) FOR EQUIPMENT ARE MINIMUM REQUIREMENTS FOR BUSS BRACING AND DEVICE RATING. ALL EQUIPMENT SHALL BE FULLY RATED UNLESS SPECIFICALLY NOTED AS SERIES RATED.
- TRANSFER SWITCHES (SCCR) RATINGS ARE INTENDED AS WITHSTAND AND CLOSE RATINGS (WCR).
- THE BASIS OF DESIGN: THE CONTRACTOR SHALL BE RESPONSIBLE FOR DERATING AND SIZING CONDUCTORS AND CONDUITS TO EQUAL OR EXCEED AMPACITY OF THE BASIS OF DESIGN CIRCUITS WHEN ALTERNATIVE METHODS OR MATERIALS OTHER THAN THE BASIS OF DESIGN ARE APPLIED.
  - RACEWAY: EMT UNLESS OTHERWISE NOTED
  - FEEDER CHARACTERISTICS: ALL CURRENT CARRYING CONDUCTORS SHALL BE COPPER UNLESS NOTED OTHERWISE. CONDUCTOR SIZES ARE BASED ON AMERICAN WIRE GAUGE AWG AND KCML THOUSANDS OF CIRCULAR MIL. REFER TO SPECIFICATION SECTION 25 05 13 WIRE AND CABLE FOR ADDITIONAL INFORMATION
  - GROUNDING AND BONDING CONDUCTORS SHALL BE COPPER.
  - CONDUCTORS (MCPSS): COPPER
  - ALUMINUM OR ALUMINUM COPPER CONDUCTOR
  - ALL INDICATES ALUMINUM CONDUCTOR
- PROVIDE THE FOLLOWING MINIMUM CONNECTIONS AND COMPONENTS. REFER TO SPECIFICATION SECTION 26 05 26 GROUNDING AND BONDING AND DETAILS WHEN APPLICABLE:
  - ELECTRICAL GROUND FIELD
  - CONCRETE-ENCASED GROUNDING ELECTRODE (UFER)
  - METALLIC WATER MAIN
  - BUILDING STEEL, EFFECTIVELY GROUNDED
  - INTERSYSTEM BONDING TERMINAL (BT)
  - GROUND RING ENCIRCLING STRUCTURE
- PROVIDE O.Z. GEDNEY OR EQUAL GROUND BUSHING FOR ALL SERVICE AND FEEDER RACEWAYS BONDED TO GROUND BUS WITH CONDUCTOR SIZED TO MAXIMUM FEEDER GROUND CAPACITY.
- CONDUCTORS AND GROUND SIZES ON THE LINE AND LOAD SIDES OF ALL DISCONNECT SWITCHES SHALL BE IDENTICAL UNLESS NOTED OTHERWISE.
- REFER TO COVER SHEET FOR ADDITIONAL EQUIPMENT TAG INFORMATION (SPD-#, M-#, ETC.).
- REFER TO GROUNDING ELECTRODE SYSTEM AND BONDING DETAILS
  - EGC - EQUIPMENT GROUNDING CONDUCTOR
  - GEC - GROUNDING ELECTRODE CONDUCTOR
  - SSBJ - SUPPLY SIDE BONDING JUMPER
- CIRCUIT BREAKER CHARACTERISTICS AND ACCESSORIES:
  - (CB) INDICATES CIRCUIT BREAKER
  - (FUI) INDICATES FUSED SWITCH
  - (NF) INDICATES NON-FUSED SWITCH
  - (MLO) INDICATES MAIN LUG ONLY
  - (MCB) INDICATES MAIN CIRCUIT BREAKER
  - (MCCB) INDICATES MOLDED CASE CIRCUIT BREAKER
  - (LSIG) INDICATES FEATURES PROVIDED WITH SOLID STATE CIRCUIT BREAKER (LONG TIME (W/DELAY), SHORT TIME (W/DELAY), INSTANTANEOUS, GROUND FAULT)
  - (GFI) INDICATES GROUND FAULT RELAY
  - (AER) INDICATES ARC ENERGY REDUCTION SYSTEM
  - (100% RATED) INDICATES INSULATED CASE BREAKER RATED FOR FULL CONTINUOUS CAPACITY OF CIRCUIT BREAKER NAMEPLATE
  - (DRAW) INDICATES DRAWOUT DEVICES
  - (LOCK) INDICATES PADLOCK HASP
  - (SHUNT) INDICATES SHUNT TRIP BREAKER

**ELECTRICAL DISTRIBUTION AND PANEL SCHEDULE NOTES:**

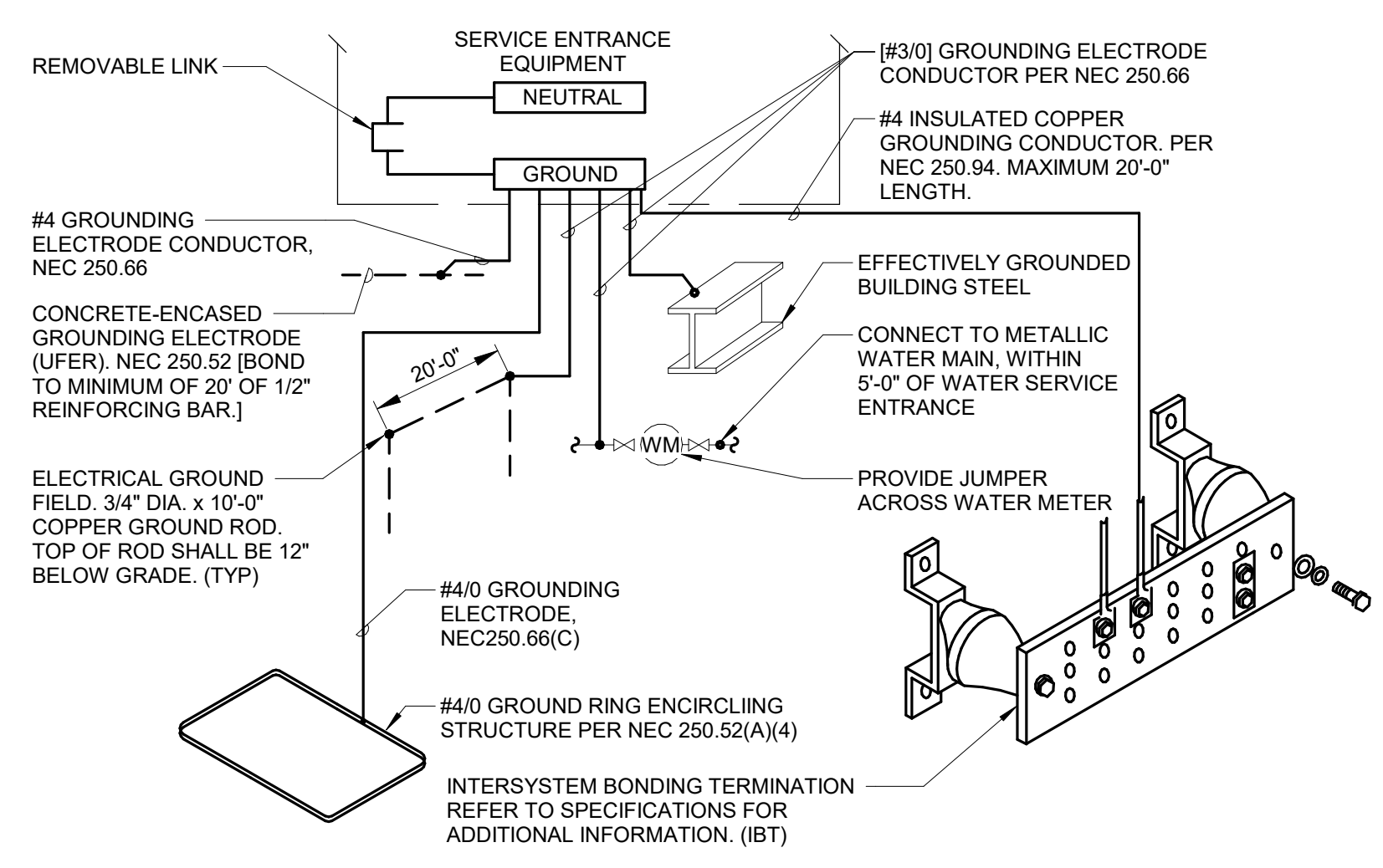
- BRANCH PANEL KEY:
  - \*G = GROUND FAULT CIRCUIT INTERRUPT
  - \*P = PADLOCK HASP
  - \*R = RED HANDLE
  - \*ST = SHUNT TRIP



**3 GROUND GRID DETAIL**  
 NO SCALE

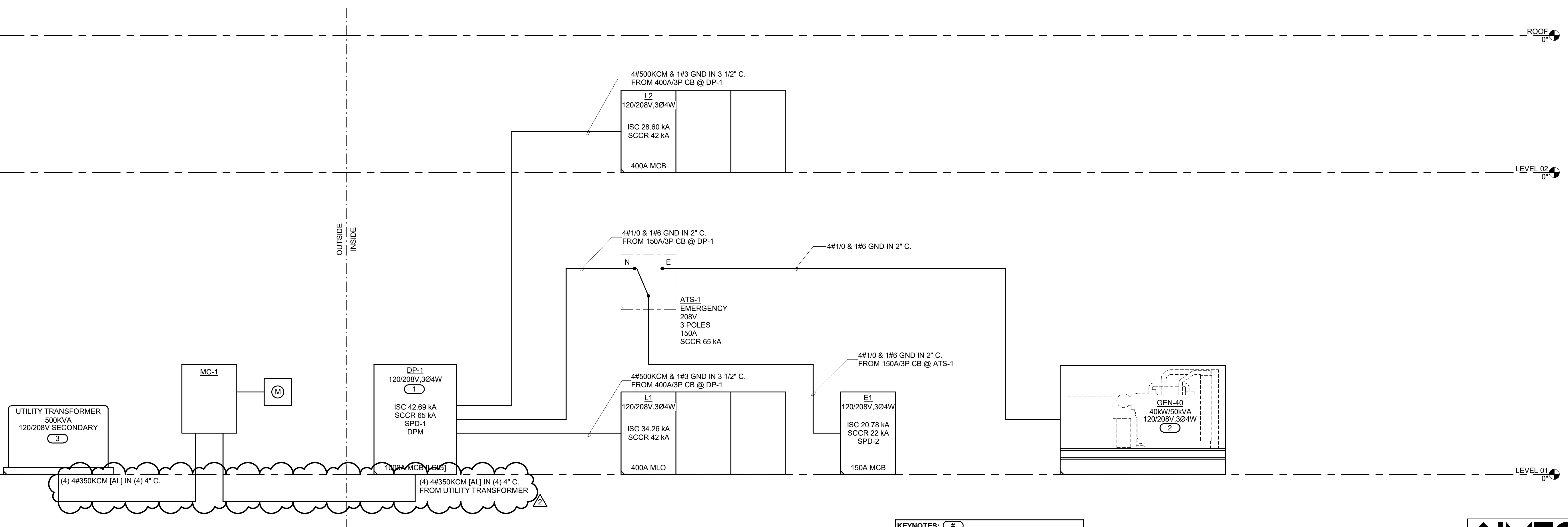


**4 GENERATOR GROUNDING DETAIL**  
 NO SCALE



- NOTES:
- REFER TO SPECIFICATION SECTION 26 05 26 GROUNDING AND BONDING

**2 SERVICE ENTRANCE GROUNDING ELECTRODE SYSTEM DETAIL**  
 NO SCALE



**1 ELECTRICAL RISER DIAGRAM**  
 NO SCALE

- KEYNOTES: (#)**
- REFER TO 2/E5.0 FOR SERVICE ENTRANCE GROUNDING ELECTRODE DETAIL.
  - REFER TO 4/E5.0 FOR GENERATOR GROUNDING DETAIL.
  - UTILITY TRANSFORMER TO BE PROVIDED BY UTILITY COMPANY, E.C. TO PROVIDE CONCRETE PAD PER UTILITY COMPANY REQUIREMENTS.

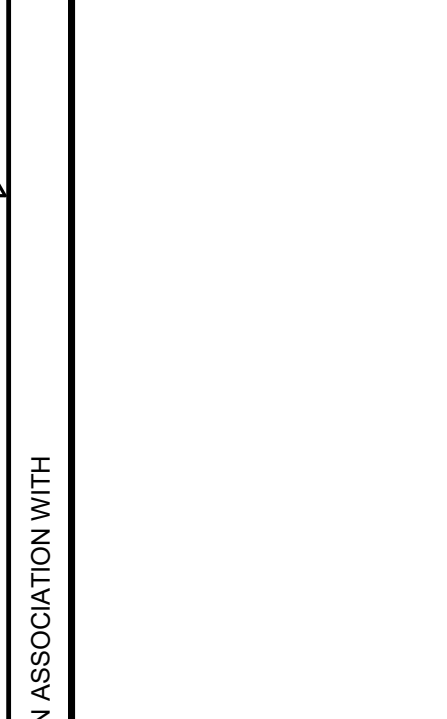
**IMEG** 2882 10TH STREET  
 DES MOINES, IA 50322  
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www.imegcorp.com

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REF. SCALE IN INCHES PROJECT #2206578.00





**ELECTRICAL CONNECTION SCHEDULE**

ITEM	VOLTAGE	LOAD CLASS.	MOTORS QTY @ HP	ELECTRIC HEATING ELEMENT (KW)	APPARENT LOAD	FLA	MCA	MOCP	OCBP	CIRCUIT NUMBER	DISCONNECT BY TYPE	CONTROLLER / STARTER	
												BY	TYPE
DP-1											EC	F	--
ELEVATOR	208 V, 3Ø	Motor	1 @ 10	0	11.10 KVA	30.8 A	38.5 A	60 A	60 A	5	MFR	NF	MFR
RTU-1 CIRCUIT #1	208 V, 3Ø	HVAC	0 - 0	0	58.90 KVA	0 A	163.7 A	225 A	225 A	4	MFR	NF	MFR
E1													
FACP-1	120 V, 1Ø	Power	0 - 0	0	0.50 KVA	0 A	0 A	0 A	15 A	1	--	--	--
FURNITURE	120 V, 1Ø	Power	0 - 0	0	1.50 KVA	0 A	0 A	0 A	20 A	16	--	--	--
RTU-1 CIRCUIT #2	208 V, 3Ø	HVAC	0 - 0	0	17.40 KVA	0 A	60.7 A	70 A	70 A	17, 19, 21	MFR	NF	MFR
UH-1	208 V, 3Ø	HVAC Heating Only	1 @ 0.01	5	5.01 KVA	13.9 A	20.3 A	25 A	25 A	18, 20, 22	MFR	NF	MFR
UH-2	208 V, 3Ø	HVAC Heating Only	1 @ 0.01	5	5.01 KVA	13.9 A	20.3 A	25 A	25 A	24, 26, 28	MFR	NF	MFR
L1													
CAB-1	208 V, 3Ø	HVAC Heating Only	1 @ 0.15	5.7	5.73 KVA	15.9 A	22.8 A	25 A	25 A	56, 58, 60	MFR	NF	MFR
CAB-2	208 V, 1Ø	HVAC Heating Only	1 @ 0.1	3.6	3.60 KVA	17.3 A	24.6 A	30 A	30 A	57, 59	MFR	NF	MFR
CAB-3	208 V, 1Ø	HVAC Heating Only	1 @ 0.1	3.6	3.60 KVA	17.3 A	24.6 A	30 A	30 A	61, 63	MFR	NF	MFR
CP-1	120 V, 1Ø	Motor	0 - 0	0	0.20 KVA	0 A	0 A	0 A	15 A	69	--	--	--
EF-1	120 V, 1Ø	HVAC	1 @ 0.1	0	0.53 KVA	4.4 A	5.5 A	15 A	15 A	5	EC	NF	MFR
EF-2	120 V, 1Ø	HVAC	1 @ 0.1	0	0.53 KVA	4.4 A	5.5 A	15 A	15 A	5	EC	NF	MFR
FTAB-101	208 V, 3Ø	HVAC	1 @ 0.5	9	9.86 KVA	27.4 A	34.2 A	40 A	40 A	21, 23, 25	MFR	NF	MFR
FTAB-101	208 V, 3Ø	HVAC	1 @ 0.5	0	1.13 KVA	0 A	0 A	0 A	20 A	73, 75	MFR	NF	MFR
FTAB-102	208 V, 3Ø	HVAC	1 @ 0.5	7	7.86 KVA	21.8 A	27.3 A	30 A	30 A	27, 29, 31	MFR	NF	MFR
FTAB-102	208 V, 1Ø	HVAC	1 @ 0.5	0	1.13 KVA	0 A	0 A	0 A	20 A	77, 79	MFR	NF	MFR
L-2	120 V, 1Ø	Power	0 - 0	0	0.10 KVA	0 A	0 A	0 A	20 A	28	--	--	--
L-2	120 V, 1Ø	Power	0 - 0	0	0.10 KVA	0 A	0 A	0 A	20 A	28	--	--	--
MONITOR LIFT	120 V, 1Ø	Power	0 - 0	0	0.50 KVA	0 A	0 A	0 A	20 A	70	--	--	--
MONITOR LIFT	120 V, 1Ø	Power	0 - 0	0	0.50 KVA	0 A	0 A	0 A	20 A	70	--	--	--
MONITOR LIFT	120 V, 1Ø	Power	0 - 0	0	0.80 KVA	0 A	0 A	0 A	20 A	71	--	--	--
MONITOR LIFT	120 V, 1Ø	Power	1 @ 1	0	1.65 KVA	4.5 A	5.8 A	15 A	15 A	62, 64, 66	--	--	--
PARTITION	208 V, 3Ø	Power	1 @ 0	0	0.50 KVA	0 A	0 A	0 A	15 A	55	--	--	--
SHADES	120 V, 1Ø	Power	0 - 0	0	0.50 KVA	0 A	0 A	0 A	15 A	55	--	--	--
SP-1	120 V, 1Ø	Motor	1 @ 1	0	1.92 KVA	16 A	20 A	30 A	30 A	44	--	--	--
TAB-103	208 V, 3Ø	HVAC	0 - 0	5	5.00 KVA	13.9 A	17.3 A	20 A	20 A	30, 32, 34	EC	NF	MFR
TAB-104	208 V, 3Ø	HVAC	0 - 0	11.5	12.00 KVA	31.9 A	39.9 A	40 A	40 A	31, 33, 37	EC	NF	MFR
TAB-105	208 V, 3Ø	HVAC	0 - 0	11.5	12.00 KVA	31.9 A	39.9 A	40 A	40 A	36, 38, 40	EC	NF	MFR
TAB-106	208 V, 3Ø	HVAC	0 - 0	2	2.00 KVA	5.6 A	6.9 A	15 A	15 A	39, 41, 43	EC	NF	MFR
WH-1	120 V, 1Ø	Power	0 - 0	0	0.50 KVA	0 A	0 A	0 A	15 A	42	EC	NF	--
L2													
CAB LIGHTS	120 V, 1Ø	Power	0 - 0	0	0.50 KVA	0 A	0 A	0 A	15 A	74	--	--	--
EF-3	120 V, 1Ø	HVAC	1 @ 0.25	0	0.70 KVA	5.8 A	7.3 A	15 A	15 A	29	EC	NF	MFR
EF-4	120 V, 1Ø	HVAC	1 @ 0.17	0	0.53 KVA	4.4 A	5.5 A	15 A	15 A	31	EC	NF	MFR
FTAB-201	208 V, 3Ø	HVAC	1 @ 0.5	9	9.86 KVA	27.4 A	34.2 A	40 A	40 A	32, 34, 36	MFR	NF	MFR
FTAB-201	208 V, 3Ø	HVAC	1 @ 0.5	0	1.13 KVA	0 A	0 A	0 A	20 A	78, 80	MFR	NF	MFR
SHADES	120 V, 1Ø	Power	0 - 0	0	0.50 KVA	0 A	0 A	0 A	20 A	71	--	--	--
SHADES	120 V, 1Ø	Power	0 - 0	0	0.50 KVA	0 A	0 A	0 A	20 A	71	--	--	--
SS-1	208 V, 1Ø	HVAC	0 - 0	0	0.00 KVA	0 A	0 A	0 A	20 A	73, 75	--	--	--
SS-1	208 V, 1Ø	HVAC	0 - 0	0	2.29 KVA	0 A	11 A	28 A	20 A	73, 75	--	--	--
TAB-202	208 V, 3Ø	HVAC	0 - 0	2.5	2.60 KVA	6.9 A	8.7 A	15 A	15 A	33, 35, 37	EC	NF	MFR
TAB-203	208 V, 3Ø	HVAC	0 - 0	3.5	3.50 KVA	9.7 A	12.1 A	15 A	15 A	38, 40, 42	EC	NF	MFR
TAB-204	208 V, 3Ø	HVAC	0 - 0	2.5	2.50 KVA	6.9 A	8.7 A	15 A	15 A	41, 43	EC	NF	MFR
TAB-205	208 V, 3Ø	HVAC	0 - 0	3	3.00 KVA	8.3 A	10.4 A	15 A	15 A	45, 47, 49	EC	NF	MFR
TAB-206	208 V, 3Ø	HVAC	0 - 0	4	4.00 KVA	11.1 A	13.8 A	15 A	15 A	50, 52, 54	EC	NF	MFR
TAB-207	208 V, 3Ø	HVAC	0 - 0	1.5	1.50 KVA	4.2 A	5.2 A	15 A	15 A	62, 64, 66	EC	NF	MFR
TAB-208	208 V, 3Ø	HVAC	0 - 0	8	8.00 KVA	22.2 A	27.8 A	30 A	30 A	51, 53, 55	EC	NF	MFR
TAB-209	208 V, 3Ø	HVAC	0 - 0	6	6.00 KVA	16.7 A	20.8 A	25 A	25 A	56, 58, 60	EC	NF	MFR
TAB-210	208 V, 3Ø	HVAC	0 - 0	1.5	1.50 KVA	4.2 A	5.2 A	15 A	15 A	57, 59, 61	EC	NF	MFR
TAB-211	208 V, 3Ø	HVAC	0 - 0	2.5	2.50 KVA	6.9 A	8.7 A	15 A	15 A	63, 65, 67	EC	NF	MFR
TAB-212	208 V, 3Ø	HVAC	0 - 0	2.5	2.50 KVA	6.9 A	8.7 A	15 A	15 A	68, 70, 72	EC	NF	MFR
TAB-213	208 V, 3Ø	HVAC	0 - 0	1.5	1.50 KVA	4.2 A	5.2 A	15 A	15 A	44, 46, 48	EC	NF	MFR
TEMP CONTROL PANEL	120 V, 1Ø	Power	0 - 0	0	0.50 KVA	0 A	0 A	0 A	20 A	77	--	--	--
TV BACKBOX	120 V, 1Ø	Power	0 - 0	0	0.50 KVA	0 A	0 A	0 A	15 A	10	--	--	--
TV BACKBOX	120 V, 1Ø	Power	0 - 0	0	0.50 KVA	0 A	0 A	0 A	15 A	89	--	--	--

**DISCONNECT AND STARTER SCHEDULE**

NOTE: ALL DISCONNECTS (EXCEPT MANUAL STARTERS) SHALL BE HEAVY DUTY TYPE.

DISCONNECT TYPE:	ACCESSORIES & OPTIONS	
	FU - FUSED	SA - STANDARD ACCESSORIES (INCLUDES * ITEMS)
NF - NON-FUSED	*CT - CONTROL TRANSFORMER, FUSED 120V	
CS - CIRCUIT BREAKER	TS - 2 SPEED SELECTOR SWITCH IN DOOR	
	*HA - HAND-OFF-AUTO IN DOOR	
STARTER TYPE:	*RP - RED (RUN) PILOT LIGHT IN DOOR	
FV - FULL VOLTAGE	*TA - TWO CONVERTIBLE AUXILIARY CONTACTS	
YD - WYE - DELTA	*TA - ELECTRICAL INTERLOCK (D.N.O. & D.N.C.)	
RE - REVERSING	SN - INSULATED NEUTRAL ASSEMBLY	
TW - 2 SPEED, 2 WINDING	HL - HANDLE PADLOCK HASP	
SW - 2 SPEED, 1 WINDING		
RV - REDUCED VOLTAGE AUTO/FMR		
SS - SOLID STATE		
MS - MANUAL STARTER		
MX - MANUAL SWITCH		
FS - FUSED SWITCH		
AMS-ASSEMBLED MOTOR STARTER		

ITEM	DISCONNECT TYPE & RATING		VOLTAGE	POLES	STARTER NEMA SIZE	TYPE	ENCLOSURE	REQUIRED ACCESSORIES & OPTIONS	COMMENTS
	TYPE	RATING							
MX-EF-3		30 A	120 V	1	0	MX	NEMA 4		
MX-WH-1		30 A	120 V	1	0	MX	NEMA 4		
MX-EF-4		30 A	120 V	1	0	MX	NEMA 4		
FS-ELEVATOR	FU	60 A	208 V	3			NEMA 3R		
DS-TAB-208	NF	30 A	208 V	3			NEMA 1		
DS-TAB-202	NF	30 A	208 V	3			NEMA 1		
DS-TAB-203	NF	30 A	208 V	3			NEMA 1		
DS-TAB-204	NF	30 A	208 V	3			NEMA 1		
DS-TAB-205	NF	30 A	208 V	3			NEMA 1		
DS-TAB-206	NF	30 A	208 V	3			NEMA 1		
DS-TAB-207	NF	30 A	208 V	3			NEMA 1		
DS-TAB-209	NF	30 A	208 V	3			NEMA 1		
DS-TAB-210	NF	30 A	208 V	3			NEMA 1		
DS-TAB-211	NF	30 A	208 V	3			NEMA 1		
DS-TAB-212	NF	30 A	208 V	3			NEMA 1		
DS-TAB-213	NF	30 A	208 V	3			NEMA 1		
DS-TAB-103	NF	30 A	208 V	3			NEMA 1		
DS-TAB-106	NF	30 A	208 V	3			NEMA 1		
FS-CAB LIGHTS	NF	30 A	120 V	1			NEMA 1		
CS-EF-2	NF	30 A	208 V	3	1	FV	NEMA 1 SA		
CS-EF-1	NF	30 A	208 V	3	1	FV	NEMA 1 SA		
DS-TAB-105	NF	60 A	208 V	3			NEMA 1		
DS-TAB-104	NF	60 A	208 V	3			NEMA 1		

**LED LUMINAIRE SCHEDULE**

ITEM	DESCRIPTION	L/L	MTG	DIMENSIONS		WATT	LED DELIVERED LUMENS/WATT	DRIVER	APPROVED MANUFACTURER/SERIES	
				L	W					
E1	LED BACKLIT FLAT PANEL, SATIN WHITE DIFFUSER	O	RE	48"	24"	2.25"	NA	36	FIX LED 1 4000 120V	0-10V LITHONIA DFX OR PRE-APPROVED EQUAL
E1A	SIMILAR TO E1 BUT WITH DRYWALL CEILING ADAPTER.	O	RE	48"	24"	2.25"	NA	36	FIX LED 1 4000 120V	0-10V LITHONIA DFX OR PRE-APPROVED EQUAL
E2	LED BACKLIT FLAT PANEL, SATIN WHITE DIFFUSER	O	RE	24"	24"	2.25"	NA	30	FIX LED 1 3000 120V	0-10V LITHONIA DFX OR PRE-APPROVED EQUAL
E3	4" LINEAR FIXTURE, ONE PRE-EXTRUDED ALUMINUM HOUSING, EXTRUDED ACRYLIC LENS, MEDIUM DISTRIBUTION. FINISH TO BE SELECTED BY ARCHITECT. REFER TO DRAWINGS FOR EXACT LENGTH OF FIXTURE.	O	RE	X"	4"	6"	NA	3	FT LED 1 750 LUMENS/FT	0-10V FOCAL POINT FMSL SERIES OR PRE-APPROVED EQUAL
E4	ROUND LED DOWNLIGHT, CLEAR REFLECTOR WITH SEMI-SPECULAR FINISH, WIDE DISTRIBUTION.	O	RE	NA	NA	7"	4"	21.5	FIX LED 1	



## City of Polk City, Iowa

### City Council Agenda Communication

**Date:** August 14, 2023 City Council Meeting  
**To:** Mayor Steve Karsjen & City Council  
**From:** Chelsea Huisman, City Manager  
**Subject:** Polk City Citizens Academy Fall 2023

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**BACKGROUND:** For your review and consideration on Monday is a proposed schedule for the Fall 2023 Citizen's Academy. As most of you may recall, we had our first Citizen's Academy in the Fall of 2021. It was successful, and we had a great group of engaged individuals in the academy. We had previously opened the Fall Academy up for Fall of 2022 and Spring of 2023; however, we did not have enough participants. We have received some interest in the academy, and with the upcoming Fall election, I believe we will have engaged residents wishing to participate. The academy will allow up to 15 people to attend, participate and have direct dialogue with our city leadership team. The program will last 5 weeks and begins on September 21, 2023.

**ALTERNATIVES:** Do not approve the program

**FINANCIAL CONSIDERATIONS:** \$500-we will be including meals for approximately 15 people to attend the academy for five weeks. Staff will have to designate time for the program; however, our main expense will be for food.

**RECOMMENDATION:** It is my recommendation that the Council approve the program and proposed dates for the Fall 2023 Citizens Academy.



**Polk City** | IOWA  
A City for All Seasons

## Citizens Academy • Fall 2023 Schedule

*The Polk City Citizens Academy is sponsored by the Mayor and City Council.*

*The Academy addresses one of the established goals of the City Council which is to “connect our community” with each other and with local government officials.*

### Week 1: PUBLIC WORKS

Thursday, September 21 (5:30-8pm)  
Presenter: Mike Schulte, Public Works Director

### Week 2: PUBLIC SAFETY

Thursday, September 28 (5:30-8pm)  
Presenters: Jeremy Siepker, Police Chief  
Karla Hogrefe, Fire Chief

### Week 3: CULTURE & RECREATION

Thursday, October 5 (5:30-8pm)  
Presenters: Jamie Noack, Library Director  
Jason Thraen, Parks & Recreation Director

### Week 4: CITY GOVERNMENT & ADMINISTRATION

Thursday, October 12 (5:30-8pm)  
Presenters: Chelsea Huisman, City Manager  
Jenny Coffin, City Clerk

### Week 5: CITY COUNCIL MEETING

Monday, October 23 (6pm)  
Mayor Steve Karsjen  
Council Members: Jeff Walters, Dave Dvorak, Rob Sarchet, Mandy Vogel, Ron Anderson

If you have ever wondered how the City functions behind the scenes, then this academy is for you! During this FREE five-week experience you will become more connected with your local government. Applications are available at City Hall or on the City website [www.polkcityia.gov](http://www.polkcityia.gov). Class size is limited to 15 participants so **APPLY TODAY!** Dinner will be provided on Thursdays.

*For questions about the Citizens Academy please call the Clerk's Office (515)-984-6233 or email [support@polkcityia.gov](mailto:support@polkcityia.gov)*



Date: August 8, 2023

To: Participating Agencies in the State of Iowa Offset Program

From: Brian Bradour  
Offset Program Coordinator  
State Accounting Enterprise

Subject: Termination of Memorandum of Understanding for Participation in the Income Offset Program

**PLEASE PASS THIS INFORMATION TO THE APPROPRIATE PERSONNEL**

In accordance with [House File 2565](#), signed by Governor Reynolds in 2020, the State of Iowa Setoff Program will be administered by the Iowa Department of Revenue (IDR) instead of the Department of Administrative Services (DAS) effective November 13, 2023.

Your agency's Memorandum of Understanding (MOU) for Participation in the Income Offset Program with DAS will end November 12, 2023, as that is the last date DAS will have legal authority to identify funds for offset. It is expected there will be funds identified up until this date that will continue to be received in for a short period of time beyond November 12, 2023, so any funds still in process past this date will be administered by DAS to conclusion following the terms and conditions of the MOU ending November 12, 2023.

**Key Dates:**

- September 01, 2023: Last day DAS will identify tax refunds for offset
- November 12, 2023: Last day DAS will identify all other funding sources for offset
- November 12, 2023: Last day to submit debt to the DAS Offset Program
- November 12, 2023: Participating agency MOUs with DAS will end

There will be no conversion of debt listed with the DAS Offset Program into the IDR Setoff Program. Therefore, we recommend your agency review your debts to determine what qualifies for submission into the IDR Setoff Program.

Look for future updates regarding the State of Iowa Setoff Program through communication from IDR and through their website.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE IOWA DEPARTMENT OF  
REVENUE AND \_\_\_\_\_ REGARDING STATE SETOFF PROGRAM**

**ARTICLE I  
PURPOSE**

- 1.1 The purpose of this memorandum of understanding (“Agreement”) is to define the terms and conditions of [\_\_\_\_\_] (“Participating Agency”)’s participation in the State Setoff Program (“Program”), as administered by the Iowa Department of Revenue (“IDR”). Participating Agency and IDR may individually be referred to as a “Party”, or collectively as “Parties”.

**ARTICLE II  
DEFINITIONS & AUTHORITY**

**2.1 Definitions.**

- 2.1.1 “Credit Vendor” means an agency or entity who submits funds to the Program.
- 2.1.2 “Data” means any information in the possession of or owned by the Participating Agency or IDR that is shared with the other Party under this Agreement.
- 2.1.2.1 Data may include personal information as defined by Iowa Code section 715C.1(11).
- 2.1.2.2 IDR shall at no time share federal tax information pursuant to this Agreement. IDR shall only share state tax information as allowed by law.
- 2.1.3 “Debt” means any amount, as measured in money, owed to a Public Agency.
- 2.1.4 “Debt Portal” means the online system through which the Participating Agency will administer its Debt.
- 2.1.5 “Debt Type” means a category of Debt that has become due, owing, and payable under statute, administrative rule, or other lawful means.
- 2.1.6 “Obligor” means as defined in Iowa Code 421.65(1)(a).
- 2.1.7 “Obligor Directory Information” means the Obligor’s Name, Address, Phone Number, and Email Address.
- 2.1.8 “Obligor Information” means any information regarding the Obligor required by IDR, including “Obligor Directory Information”.
- 2.1.9 “Participating Agency” means a Public Agency or the Iowa Judicial Branch (“IJB”), that has entered into an agreement with IDR to participate in the State Setoff Program.
- 2.1.10 “Public Agency” means as defined in Iowa Code 421.65(1)(b).
- 2.1.11 “Public Payment” means as defined in Iowa Code section 421.65(1)(c).
- 2.1.12 “Qualifying Debt” means as defined in Iowa Code section 421.65(1)(d).
- 2.1.13 “Setoff Fee”, as outlined in Section 3.4.4, means the amount paid by the Participating Agency per setoff to IDR for participation in the State Setoff Program.
- 2.1.14 “State Setoff Program” or the “Program” means the program established by Iowa Code section 421.65 to set off against each Public Payment any Qualifying Debt the Obligor owes to a Participating Agency.
- 2.1.15 All monetary amounts referenced in this Agreement and throughout the State Setoff Program shall be in United States Dollars.
- 2.1.16 Unless otherwise specified, references to IDR and Participating Agency shall include their officers, employees, agents, and contractors. FAST Enterprises, LLC (Fast) is a contractor of IDR. Participating Agency authorizes Fast access to Participating Agency Data subject to this Agreement.
- 2.1.17 All statutes and administrative rules shall be construed as may be enacted or amended at any time during the term of this Agreement. In any circumstance where this Agreement conflicts with statute or administrative rule, all Parties shall abide by the statute or administrative rule.
- 2.2 **Legal Authority.** This Agreement is entered into pursuant to the authority in Iowa Code section 421.65 and Iowa Administrative Code chapter 701-26.

**ARTICLE III  
PROGRAM PARAMETERS**

**3.1 Program Admission.**

- 3.1.1 The Public Agency or IJB wishing to participate in the Program must complete and submit the application as designated by IDR. All required fields must be reported.
- 3.1.2 This Agreement meets the requirement for a memorandum of understanding as outlined in Iowa Administrative Code rule 701-26.3.
- 3.1.3 Contact Persons.
  - 3.1.3.1 The Participating Agency must provide a contact person for operational questions and backup contact person for when the contact person is unavailable. Operational questions constitute questions originating from IDR regarding the processing of setoffs.
  - 3.1.3.2 The Participating Agency must provide a contact person for Obligor questions and backup contact person for when the contact person is unavailable. Obligor questions constitute questions originating from the Obligor regarding the Obligor's Debt or the amount setoff.
  - 3.1.3.3 The Participating Agency must provide the name, title, phone number, and email address of each contact person.
  - 3.1.3.4 The Participating Agency must update and confirm all contact persons and all contact information no less than annually and upon request.
  - 3.1.3.5 All contact persons must ensure that calls and correspondence are handled in a timely manner.
  - 3.1.3.6 Contact person contact information may be updated without a formal amendment to this Agreement by providing written notice to IDR in the manner designated by IDR.

**3.2 Prior to Submission of Debt.**

- 3.2.1 Participating Agency shall keep a record of all communication with the Obligor until the Debt has been paid in full and the setoff appeal period has expired, or has been removed from the Program.
- 3.2.2 Participating Agency shall provide Obligor with an opportunity to protest or challenge the Debt, in compliance with applicable law and due process.
- 3.2.3 Steps outlined in Sections 3.2.1 and 3.2.2 above must be completed for each Debt prior to that Debt's submission to the Program.
- 3.2.4 Participating Agency's correspondence to Obligor shall include the Participating Agency's obligor contact information. The correspondence shall not include IDR or the Program's operational contact information.
- 3.2.5 Prior to submitting a Debt Type to the Program, a Participating Agency shall provide the Department with a description of the Debt Type(s) and other details regarding each Debt Type as required by the Department. This description(s) shall be submitted with the MOU and any other time a Participating Agency wants to submit a new Debt Type.

**3.3 Submission of Debt.**

- 3.3.1 All Data required to submit, certify, and maintain debt must be submitted electronically via a process designated by IDR. Submissions must comply with the file layout in Appendix B. IDR may update Appendix B without a formal amendment to this Agreement by providing written notice to the Participating Agency.
- 3.3.2 Participating Agency shall remain the system of record for Debt submitted to the Program.
- 3.3.3 **Character of Debt.**
  - 3.3.3.1 The Debt must be Qualifying Debt.

- 3.3.3.2 The Debt must be legally collectible and within any applicable statute of limitations.
- 3.3.3.3 The debts must meet the minimum amount requirement, as set by Iowa Administrative Code rule 701-26.1.
- 3.3.3.4 Obligor Information must include: Name (if individual, First and Last Name), tax identification number, and any other information requested by IDR.
- 3.3.4 Participating Agency must certify all Debt in accordance with Iowa Code section 421.65(2)(a)-(b).
- 3.3.5 All Debt is subject to a recertification process. The recertification process may include, but is not limited to, requiring the Participating Agency to certify that all information is correct and that the Debt is still Qualified Debt. The recertification process will be performed regularly, at the agreement of the Parties, but no less than annually.
- 3.3.6 Participating Agency shall notify the department of any change in the status of the public agency's individual debts submitted to the setoffs program. This notification shall be made no later than five business days of any change in the status of a submitted debt in the manner prescribed by the Department.
- 3.3.7 IDR may reject any Debt that, in IDR's sole judgment, is not feasible, not collectible, or not compliant with applicable law.
  - 3.3.7.1 IDR may reject any Debt if the tax identification number, or other information does not match IDR's record for the Obligor. This will only apply to Obligors of whom IDR has a record.
- 3.4 Setoff Procedure.**
  - 3.4.1 Debt will be setoff upon a TIN match.
  - 3.4.2 The Debt Portal is intended to be available to the Participating Agency 24 hours a day, 7 days a week, with exceptions for Program maintenance. Participating Agency will be notified of any scheduled maintenance that will interfere with this availability. Unexpected interruptions in availability of the Debt Portal will be remedied by IDR as quickly as possible within IDR availability and priorities.
  - 3.4.3 **Order of Priority for Debt Setoff.** Debt shall be setoff in the order of priority defined in Iowa Code section 421.65(4) and Iowa Administrative Code rule 701-26.6. The priority determination will be made when the challenge letter is sent to the obligor. A public payment will not be applied to a qualifying debt that is not included on the challenge notice.
    - 3.4.3.1 The Participating Agency shall identify in Appendix C Debts submitted to the Program that will be deposited into the state general fund.
  - 3.4.4 **Setoff Fee.**
    - 3.4.4.1 The Participating Agency will be charged a Setoff Fee, as set forth in Iowa Administrative Code rule 701-26.10, each time a Public Payment is setoff and applied to the Participating Agency's Qualifying Debt. The Setoff Fee shall be retained as defined in section 3.6.7 herein.
    - 3.4.4.2 The Participating Agency shall not collect the Setoff Fee from the same setoff for which the Setoff Fee has been charged.
    - 3.4.4.3 IDR may change the Setoff Fee amount in IDR's sole discretion, upon 60 days' notice to the Participating Agency. Change to the Setoff Fee amount shall not require a formal amendment to this Agreement, nor consent of the Participating Agency.
  - 3.4.5 **Upon Setoff.**
    - 3.4.5.1 IDR will mail a letter to the Obligor at the best address available to IDR at the time of mailing. The letter will inform the Obligor that the Public Payment owed to the Obligor was setoff due to Debt owed to the Participating Agency.
    - 3.4.5.2 IDR will mail a letter to a known co-payee on any setoff of a Public Payment. The letter will include information regarding the opportunity for the co-payee to request a

division of the Public Payment. This letter and the letter contemplated in section 3.4.5.1. may be combined.

- 3.4.5.3 The Obligor will have 15 days from the date of the letter to challenge the setoff. Ground for such challenges will be limited to: (1) mistake of fact, including a mistake in the identity of the obligor or a mistake in the amount owed, and (2) Debt is not a Qualifying Debt. Additionally, IDR will accept and administer requests to divide a jointly or commonly owned right to payment under Iowa Code section 421.65(2)(f).

### **3.5 Following Setoff**

- 3.5.1 Amounts collected via a successful match will be forwarded periodically to the Participating Agency, reduced by the appropriate Setoff Fee.
- 3.5.2 Amounts collected will be posted to the balance due within the Program Debt Portal. If the amount of the debt is reduced as outlined in Iowa Administrative Code rule 701-26.2, the debt will be purged from the Program.
- 3.5.3 Amounts collected via a successful match will be forwarded to the Participating Agency via I/3 Internal Exchange Transaction (IET) or direct deposit. Transfer via check is not available.
- 3.5.4 If the application of a Public Payment to a Qualifying Debt results in an overpayment to the Participating Agency, and the Obligor does not challenge the setoff, the Participating Agency shall refund the overpayment to the Obligor and/or co-payee.
- 3.5.5 If, after the setoff is complete, it is determined that the person(s) whose Public Payment was setoff is not the Obligor, the Public Agency shall refund the setoff amount to the person(s) whose Public Payment was setoff.

### **3.6 Appeals, Challenges, and Requests to Divide Jointly or Commonly Owned Rights to Payment.**

- 3.6.1 Challenges will be limited to: (1) mistake of fact, and (2) debt is not a qualifying debt. Additionally, IDR will accept and administer requests to divide a jointly or commonly owned right to payment. The Participating Agency is responsible for all appeals regarding the underlying debt.
- 3.6.2 If an appeal or challenge is filed, IDR shall notify the Participating Agency that a challenge has been received. The Participating Agency shall promptly provide IDR with all information requested by IDR or other information as deemed relevant by the Participating Agency for purposes of the challenge. The Participating Agency shall make every effort to provide such information to IDR prior to the hearing date. Information received by IDR more than 10 days after the challenge received date will not be considered by IDR.
- 3.6.3 Upon receipt of a challenge, IDR shall set a time to occur within ten days of receipt of the challenge to review the relevant facts of the challenge with the Obligor. An alternative time may be set at the request of the Obligor. Following the review, IDR shall determine whether the challenge is successful and communicate the result to the Participating Agency and the Obligor.
- 3.6.4 If a setoff is appealed or challenged by the Obligor, the Participating Agency shall hold the setoff amount until a final determination is made.
- 3.6.5 The Participating Agency must adhere to IDR's determination on a challenge or request for division of a jointly or commonly owned right to payment, and has no appeal opportunity.
- 3.6.6 Should the Obligor challenge IDR's determination or the Program in court (e.g. district court, etc.) Participating Agency shall be responsible for any defense, including costs. IDR may provide assistance upon request and at IDR's sole discretion.
- 3.6.7 IDR will retain the Setoff Fee, even if the challenge or request to divide a jointly or commonly owned right to payment is successful.

### **3.7 Refunds**

- 3.7.1 In the event an appeal or divide is successful, or a request for divide is accepted, the Participating Agency is responsible for refunding the amount due to the Obligor or co-payee.
- 3.7.2 IDR may request the amount to be refunded to be returned to IDR, rather than refunded to the Obligor or co-payee, if another debt exists for the Obligor or co-payee in the Program. In



- such a case, the Participating Agency shall return the amount to IDR via I/3 Internal Exchange Transaction (IET) or Automated Clearing House (ACH) Debit.
- 3.7.3 If not notified to return the amount to IDR, the Participating Agency must issue the refund to the Obligor or co-payee within 30 days of notification of successful appeal or challenge, or the acceptance of a request for a divide by IDR.
- 3.7.4 The Participating Agency shall provide evidence that the refund was issued to IDR upon request.

#### ARTICLE IV

##### CONFIDENTIALITY AND OWNERSHIP OF DATA

- 4.1 To the extent allowed by applicable law, the Participating Agency shall be considered the custodian of records related to the Debt and any Data submitted in relation to the Debt. Participating Agency shall respond to any open records request filed under chapter 22, regarding Participating Agency's Debt in the Program.
- 4.2 Obligor Information submitted to the Program is confidential and exempt from release under Iowa Code chapter 22. Iowa Code section 421.65(2)(a). Obligor Information is not confidential taxpayer information or return information under Iowa Code section 422.20 or 422.72.
- 4.3 IDR may use Obligor Information to support the Program generally. Obligor Information received from one participating agency or credit vendor may be used to assist the Program as it applies to any other participating agency or credit vendor.
- 4.4 Obligor Directory Information may be used to update IDR's tax information system, and will be used to benefit tax administration, non-tax debt collection, identification services, and the Program.
- 4.5 Notwithstanding Section 4.4 above, Obligor Information shall only be available to persons with a business reason to access the information.

#### ARTICLE V

##### DURATION AND TERMINATION

- 5.1 **Duration.**
- 5.1.1 This Agreement shall be in force upon this document being fully signed (the "Effective Date").
- 5.1.2 The initial term of this Agreement shall be three (3) years from the Effective Date, unless terminated earlier. By mutual written agreement, the parties may annually extend the Agreement for up to three (3) additional one-year terms.
- 5.1.3 This Agreement memorializes all elements of this Agreement and supersedes any previous Agreement or negotiations related to this Agreement, whether oral or in writing. Amendments to the provisions of this Agreement may be made at any time only in writing and by the agreement and signature of all parties hereto.
- 5.2 **Termination.**
- 5.2.1 **Termination for Cause by IDR.** IDR may terminate this Agreement upon written notice of the Participating Agency's breach of any material term, condition, or provision of this Agreement, if such breach is not cured within the time period specified in IDR's notice of breach or any subsequent notice or correspondence delivered by IDR to Participating Agency, provided that cure is feasible. In addition, IDR may terminate this Agreement effective immediately without penalty or legal liability and without advance notice or opportunity to cure for any of the following reasons:
- 5.2.1.1 Participating Agency, directly or indirectly, furnished any statement, representation, warranty, or certification in connection with this Agreement that is false, deceptive, or materially incorrect or incomplete;
- 5.2.1.2 Participating Agency's or Participating Agency Contractor's officers, directors, employees, agents, subsidiaries, affiliates, contractors, or subcontractors has

committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith;

5.2.1.3 Dissolution of Participating Agency or any parent or affiliate of Participating Agency owning a controlling interest in Participating Agency;

5.2.1.4 IDR determines or believes Participating Agency has engaged in conduct that has or may expose IDR to material liability;

5.2.1.5 Participating Agency submits Debt that is not legally collectable, is unresponsive to IDR requests, or otherwise not compliant with this Agreement.

The right to terminate this Agreement pursuant to this section shall be in addition to and not exclusive of other remedies available to IDR and, notwithstanding any termination, IDR shall be entitled to exercise any other rights and pursue any remedies available under this Agreement, in law, at equity, or otherwise. Participating Agency shall notify IDR in writing if any of the foregoing events occur that would authorize IDR to immediately terminate this Agreement.

**5.2.2 Termination for Convenience.**

5.2.2.1 Following sixty days written notice, the Participating Agency may terminate this Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation or liability to Participating Agency. Termination for convenience may be for any reason or no reason at all.

5.2.2.2 Following written notice, IDR may terminate this Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation or liability to IDR. IDR may further remove all or any portion of Participating Agency's debt from the State Setoff Program for any or no reason upon written notice. Termination for convenience may be for any reason or no reason at all.

**5.2.3 Termination Due to Lack of Funds or Change in Law.** Notwithstanding anything in this Agreement to the contrary, either party shall, upon written notice, have the right to terminate this Agreement, in whole or in part, without penalty or liability and without any advance notice as a result of any of the following:

5.2.3.1 The legislature, governor, or other applicable governing body fail, in the sole opinion of the terminating party, to appropriate funds sufficient to allow the terminating party to either meet its obligations under this Agreement or to operate as required and to fulfill its obligations under this Agreement;

5.2.3.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by either party to make any payment hereunder are insufficient or unavailable for any other reason as determined by the terminating party in its sole discretion;

5.2.3.3 If the terminating party's authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn or materially altered or modified;

5.2.3.4 If the terminating party's duties, programs, or responsibilities are modified or materially altered; or

5.2.3.5 If there is a decision of any court, administrative law judge, or arbitration panel or any law, rule, regulation, or order is enacted, promulgated, or issued that materially or adversely affects the terminating party's ability to fulfill any of its obligations under this Agreement.

**ARTICLE IV  
ADMINISTRATION**

6.1 This Agreement does not create a separate legal or administrative entity. Any real, personal, or intellectual property used in this cooperative undertaking shall be acquired, held, and disposed of by the Party which originally obtains, purchases, or develops the property.

- 6.2 During the Agreement period, the agreement managers shall be contacted on all interpretations and problems relating to the Agreement and shall follow the issues through to their resolution. The agreement managers shall also monitor performance under the Agreement. The Participating Agency agreement manager is identified in Appendix A. The IDR agreement manager is Susan Khamtanh, Procurement Officer, 515-281-5694, susan.khamtanh@iowa.gov. Agreement manager contact information may be updated without a formal amendment to this Agreement by providing written notice to the other Party.
- 6.3 Each Party represents and warrants that it has full authority to enter into this Agreement and that it has not granted and will not grant any right or interest granted to the other party under this Agreement to any person or entity.
- 6.4 **Additional Provisions.** The Parties agree that if an Appendix, Attachment, Addendum, Rider, or Exhibit is attached hereto by the Parties, and referred to herein, then the same shall be deemed incorporated herein by reference.
- 6.5 **Further Assurances and Corrective Instruments.** The Parties agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Agreement. Participating Agency understands that agreement to amendments may be required to continue participation in the Program. Failure to agree to amendments proposed by IDR may result in the termination of this Agreement and the removal of the Participating Agency's debt from the Program.
- 6.6 **No Actions or Damages.** The Parties agree that neither party may file claims or seek damages under this Agreement.
- 6.7 **Compliance with Iowa Code Chapter 8F.** Participating Agency and IDR shall comply with Iowa Code Chapter 8F with respect to any sub-agreements or contracts it enters into pursuant to this Agreement. Any compliance documentation, including but not limited to certificates, received from contractors by Participating Agency or IDR shall be made available upon request of the other Party.
- 6.8 **Immunity from Liability.** Notwithstanding any provision of this Agreement, nothing in this Agreement shall be construed as waiving any immunity from suit or liability in state or federal court or any other tribunal, including but not limited to sovereign immunity, Eleventh Amendment immunity, or any other immunity from suits or damages, possessed by the Parties or any officer, employee, director, attorney, auditor, contractor, or associate of the Parties.
- 6.9 **Supersedes Former Contracts or Agreements.** This Agreement supersedes all prior Contracts or Agreements between Participating Agency and IDR for the services provided in connection with this Agreement.

<b>Iowa Department of Revenue</b>	
<b>Signature</b>	<b>Date</b>
<b>Name:</b>	
<b>Title:</b>	

[ ] ("Participating Agency")	
<b>Signature</b>	<b>Date</b>
<b>Name:</b>	
<b>Title:</b>	

## Appendix A

Participating is required to provide contact information for the following contacts. The Primary/Secondary for a particular type (e.g. operational, obligor) of contact may not be the same individual. However, the same individual may hold more than one contact position.

<b>Operational Contact - Primary</b>	
This is the primary contact for questions from IDR regarding the processing or operations of the Participating Agency's participation in the Setoff Program.	
<b>Name:</b>	
<b>Title</b>	
<b>Phone Number:</b>	
<b>E-mail Address:</b>	

<b>Operational Contact - Secondary</b>	
This is the backup contact for questions from IDR regarding the processing or operations of the Participating Agency's participation in the Setoff Program.	
<b>Name:</b>	
<b>Title</b>	
<b>Phone Number:</b>	
<b>E-mail Address:</b>	

<b>Obligor Contact - Primary</b>	
This is the primary contact for questions from Obligators.	
<b>Name:</b>	
<b>Title</b>	
<b>Phone Number:</b>	
<b>E-mail Address:</b>	

<b>Obligor Contact - Secondary</b>	
This is the backup contact for questions from Obligators.	
<b>Name:</b>	
<b>Title</b>	
<b>Phone Number:</b>	
<b>E-mail Address:</b>	

<b>Agreement-Related Notices Should be Sent To:</b>	
This is the contact who should receive legal notifications.	
<b>Name:</b>	
<b>Title</b>	
<b>Phone Number:</b>	
<b>E-mail Address:</b>	
<b>Address:</b>	
<b>City:</b>	
<b>State:</b>	
<b>Zip Code:</b>	

## Appendix B

### Setoff Placement File

The placement file must be named Setoffs#####.txt, where ##### is the Agency Number and Unit Code. If your agency has multiple Unit Codes, use one of them in the file name. Do not change the Unit Code used without notifying IDR prior to placement file submission.

The placement file must contain a list of all the Participating Agency's debt to be placed in the Program. Each record in the file represents one Debt. The placement file is a full replacement, and will overwrite existing debt placements for the Participating Agency under their unit code(s).

The placement file has a fixed width layout

Field Name	Characters	Description
Participating Agency Number (Required)	3	Unique identifier for the Participating Agency who maintains the debt. This is generally a three-digit number, such as "645" or "123", as assigned by IDR. Leading zeros are significant.
Participating Agency Unit Code (Required)	3	Unique identifier for a group within the Participating Agency, as assigned by IDR. This is generally a three-digit number such as "001" or "999". Leading zeros are significant.
Obligor Identification Number Type (Required)	1	Enter the code for the type of ID listed in Obligor ID. 1 = Social Security Number (SSN) 2 = Federal Employer Identification Number (FEIN) 3 = Individual Tax Identification Number (ITIN)
Obligor Identification Number (required)	9	Identification number unique to the Obligor (i.e. SSN, ITIN, or FEIN). Leading zeros are significant
Debt Identification Number (required)	30	Agency's unique identifier for the debt. (i.e. case #, invoice #, citation #, etc.). This should not change. Note: If debt has previously been placed for a combination of Agency Number, Agency Unit Code, Obligor ID, and Debt ID, then the corresponding placement will be updated based on the file.
Obligor Last Name / Entity Name (Required)	50	Last Name of the Obligor (if an Obligor Identification Number Type is SSN or ITIN), or Name of Obligor (if Obligor Identification Number Type is FEIN)
Obligor First Name	50	First name of the Obligor (if an Obligor Identification Number Type is SSN or ITIN).  Leave blank if Obligor Identification Number Type is FEIN
Obligor Middle Name	50	Middle name of Obligor (if an Obligor Identification Number Type is SSN or ITIN)

		Leave blank if Obligor Identification Number Type is FEIN
Qualified Date (Required)	8	Date the Debt first qualified for the Program  Format: MMDDYYYY
Debt Amount (Required)	12	The amount owed to the Participating Agency. Expressed in pennies. Pre-padded with 0s.  Example: \$123.45 should be listed as 000000012345.  Must be \$50 or more for all qualifying debts owed to one public agency by one obligor.
Description of Debt (May be required)	500	Description of the Debt. May be displayed on correspondence to the Obligor pertaining to their setoff.  Example: "Parking Ticket 00123-4"



## City of Polk City, Iowa

### City Council Agenda Communication

**Date:** August 7, 2023  
**To:** Mayor Karsjen & City Council  
**From:** Chief Jeremy Siepker  
**Subject:** Set pay for full-time Police Officer Spencer Stover

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**BACKGROUND:** In the FY23/24 budget the Police Department is adding a 9<sup>th</sup> full-time Sergeant position to serve as a evening/night time supervisor for patrol. The rank of Sergeant was filled internally so we are hiring a full-time officer to replace the now vacant patrol officer position.

Spencer Stover applied with the Polk City Police Department and has successfully completed the application, interview, and background investigation of the hiring process. Spencer is a certified Peace Officer in the state of Iowa. He has been selected to fill the open full-time Police Officer position effective upon successful completion of the pre-employment physical the MMPI evaluation and final offer of employment. I am asking that the Council set his pay at Step 1 of the Collective Bargaining Agreement – \$28.55/hr. Spencer’s anticipated start date would be early September 2023.

**ALTERNATIVES:** Do not set pay at \$28.55/hr for Spencer Stover.

**FINANCIAL CONSIDERATIONS:** This full-time position is in the FY 23/24 budget.

**RECOMMENDATION:** It is my recommendation that the council set pay for Spencer Stover at \$28.55/hr effective upon successful completion of the pre-employment physical, MMPI evaluation and final offer of employment.



## City of Polk City, Iowa

### City Council Agenda Communication

**Date:** August 6, 2023  
**To:** Mayor Steve Karsjen & City Council  
**From:** Lieutenant Matt Aswegan  
**Subject:** **2023-24 Urban Deer Hunting**

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**BACKGROUND:** In accordance with City Code Chapter 48, which regulates urban deer hunting within the city limits of Polk City, the city council is tasked with setting the dates of the annual urban deer hunting season and the boundaries where urban deer hunting is permitted within the city limits of Polk City. The dates and boundaries may be more restrictive than what is set by the Iowa DNR. The Iowa DNR has set the 2023-24 Urban Deer Hunting season for September 16, 2023, to January 21, 2024.

Bow hunting for antlerless deer may be permitted within those dates and within the corporate limits of the City of Polk City. Hunting is prohibited within 200 feet of a home or building not owned by the hunter or where permission is not granted by the landowner to the hunter. Other prohibited areas include within 100 feet of a recreational trail, and all areas owned by the City of Polk City.

**ALTERNATIVES:** Set alternate dates for Urban Deer Hunting

**FINANCIAL CONSIDERATIONS:** None

**RECOMMENDATION:** It is my recommendation that the Council approve the dates September 16<sup>th</sup>, 2023 through January 21, 2024.



AGREEMENT  
FOR LIBRARY SERVICES TO RURAL POLK COUNTY

THIS AGREEMENT made and entered into the 7 day of July, 2023, by and between Polk County, a governmental subdivision of the State of Iowa, hereinafter the "County", and, jointly and severally, the members of the Polk County Library Association, hereinafter the "Provider Libraries," a partnership of the Boards of Trustees of the public libraries of the incorporated cities of Altoona, Ankeny (Kirkendall Public Library), Bondurant (Community Library), Carlisle, Clive, Des Moines, Grimes, Johnston, Mitchellville, Pleasant Hill, Polk City (Community Library), Runnells, and Urbandale.

WITNESSETH:

WHEREAS, the Provider Libraries are qualified public libraries which are supported financially by annual appropriations from the respective city councils of the cities of Altoona, Ankeny, Bondurant, Carlisle, Clive, Des Moines, Grimes, Johnston, Mitchellville, Pleasant Hill, Polk City, Runnells, and Urbandale; and

WHEREAS, this Agreement provides that the County may contract with the Provider Libraries for library services at the rate and in the manner set out in this Library Services to Rural Polk County Agreement and that the citizens of each of the participating parties may have full access to and use of all library facilities of each of the Provider Libraries;

NOW THEREFORE, the "Provider Libraries" and the "County" do hereby agree as follows:

1. Purpose of Agreement

This 28E Agreement is made by and between the parties pursuant to the provisions of Chapter 28E and Chapter 392.5, Code of Iowa 2013, as amended, whereby the Provider Libraries enter into the Library Services to Rural Polk County Agreement to jointly provide library services to the residents of their respective cities and to rural Polk County residents as the "County" shall contract with the Provider Libraries. The purpose of this Agreement shall be to set both the terms and conditions under which the Provider Libraries shall jointly share library facilities and provide library services to rural Polk County residents.

2. Agreement Creates No Separate Legal Entity.

No separate legal or administrative entity is hereby created. The Provider Libraries shall jointly perform the responsibilities set out in this Agreement.

### 3. Definitions.

For purposes of this Agreement, the following terms shall have the following meanings:

- (a) "Fiscal year" shall mean the period from July 1 of a year to and including June 30 of the following year.
- (b) "Qualified public libraries" mean libraries or library systems which are all or partially in Polk County and which meet the average service level of the provider libraries in the following categories: 1) total per capita library expenditures, 2) total library collection volumes, 3) total full-time professional library staff per 1,000 citizens, and 4) total library open hours per week.
- (c) "Library services to rural Polk County residents" may include the same materials and services that Provider Libraries extend to the residents of their own individual cities.

### 4. Procurement of and payment for Library Services to Rural Polk County residents.

The County hereby contracts to procure and agrees to accept rural library services for and on behalf of its citizens, such services to be provided upon the terms and conditions set forth and provided in this Agreement. In consideration of the provision of rural library services by the Provider Libraries, the County agrees to pay an annual aggregate amount for rural library services, such amount to be paid in four equal quarterly payments to each of the Provider Libraries, all as hereafter provided. The County agrees to pay each year an annual aggregate amount according to the following formula.

#### Percentage of Usage

The County's usage of each Provider Library (represented by the number of items circulated to County's rural residents in the prior fiscal year) shall be determined by dividing that figure by the sum of all Provider Libraries' total usage (represented by all the items circulated by all Provider Libraries in the prior fiscal year). This results in a number that shows the usage by the County's rural residents as a percentage of all Provider Libraries' total usage.

#### Total Operating Expenses

Each Provider Library shall report its total operating expenses for the prior fiscal year. The operating expenses do not include debt service, capital expenditures or other items not associated with the operational budget of each Provider Library.

#### Payment Calculated as Usage Multiplied by Percentage of Operating Expenses

The County will pay the amount calculated by multiplying the percentage of usage for each Provider Library by the total of all Provider Libraries' operating expenses with the total amount not to exceed the following annual amounts:

Fiscal Year 23/24: \$650,000  
Fiscal Year 24/25: \$650,000  
Fiscal Year 25/26: \$650,000

See Exhibit 1 for the formula example for FY 23/24- FY25/26.

## 5. Annual Aggregate Amount to be Billed Quarterly

Pursuant to this Agreement, the County will be notified of its annual contribution, along with a table showing circulation, budget, etc, from each Qualified Public Library, by the President of the Polk County Library Association following the end of the fiscal year. The County will then distribute payments to the Provider Libraries on a quarterly basis. Each such quarterly payment will be for an amount equal to twenty-five percent (25%) of the aggregate annual amount owed by the County for that fiscal year, which payment amount shall hereafter be referred as the aggregate quarterly payment. Quarterly payments will be mailed not later than the last working day of October, January, April, and July for library services provided in the preceding calendar quarter.

## 6. Provision of Rural Library Services by Provider Libraries.

In providing such library services to the County's rural residents, the Provider Libraries hereby agree to comply with all the requirements and provisions set out in the Library Services to Rural Polk County Agreement. The Provider Libraries further agree that the residents of the County may have the same right of access to and use of the library facilities of the Provider Libraries' residents of the cities whose libraries are the parties to the Library Services to Rural Polk County Agreement; that is, the rural residents of the County may have full access to and use of all library facilities of the cities of Altoona, Ankeny, Bondurant, Carlisle, Clive, Des Moines, Grimes, Johnston, Mitchellville, Pleasant Hill, Polk City, Runnells, and Urbandale, provided the County is in full compliance with terms of this Agreement. Additionally, the Provider Libraries agree to provide at least 60 days' notice to the County of any proposed changes that would limit rural residents right of access to and use of library facilities or that would provide rural residents with a lesser service level than is provided or a higher fee structure than is charged to residents of the cities whose libraries are the parties to the Library Services to Rural Polk County Agreement.

## 7. Term of Agreement.

The term of this Agreement shall be from July 1, 2023 until June 30, 2026.

## 8. Termination of Agreement for Rural Library Services.

Either Party may terminate its participation in this Library Services to Rural Polk County Agreement as of July 1<sup>st</sup> of any calendar year, provided written notice of intent to cancel such participation is sent by certified mail to the President of the Polk County Library Association or to the Polk County Board of Supervisors. Such notice of intent to cancel participation shall be postmarked not less than six (6) months prior to the July 1<sup>st</sup> date upon which either party desires to cancel service.

## 9. Participation in Library Board Meetings of Provider Libraries.

The County may designate and send an observing member to meet with and to participate in library board meetings of any Provider Library providing library services under this Agreement. Said observing member will be provided copies of the agendas of all library board meetings of each Provider Library. An observing member wishing to have an item considered by a library board shall notify that library's director in advance of the preparation of that board's agenda.

**10. Agreement to be Filed with Secretary of State.**

This Agreement shall be filed with the Secretary of State and recorded with the Polk County Recorder pursuant to Chapter 28E.8, Code of Iowa.

**IN WITNESS WHEREOF**, this Agreement has been executed in fifteen (15) counterparts, each of which may be considered an original, on the day and year last above written.

Rural Polk County Library Funding Formula for FY 23/24

<b>Provider</b>	<b>Rural Polk County Usage in FY 21/22</b>	<b>Total Usage (circulation to all users) in FY 21/22</b>	<b>% of Total Usage</b>	<b>Total Operating Expenses in FY 21/22</b>	<b>Prorated Cost to Polk County</b>
<b>Altoona Public Library</b>	16,973	130,880	0.5244%	\$ 1,132,131	\$ 123,589
<b>Bondurant Public Library</b>	10,623	62,539	0.3282%	\$492,222	\$ 77,352
<b>Carlisle Public Library</b>	1,467	35,425	0.0453%	\$ 276,608	\$ 10,682
<b>Clive Public Library</b>	690	183,534	0.0213%	\$ 826,774	\$ 5,024
<b>Des Moines Public Library</b>	12,341	1,302,598	0.3813%	\$ 10,193,697	\$ 89,861
<b>Grimes Public Library</b>	5,974	128,085	0.1846%	\$ 814,989	\$ 43,500
<b>Johnston Public Library</b>	8,341	247,111	0.2577%	\$1,514,948	\$ 60,735
<b>Kirkendall Public Library (Ankeny)</b>	22,115	577,123	0.6832%	\$ 2,379,278	\$ 161,031
<b>Mitchellville Public Library</b>	102	16,657	0.0032%	\$ 117,017	\$ 743
<b>Pleasant Hill Public Library</b>	5,201	61,152	0.1607%	\$ 708,862	\$ 37,871

<b>Polk City Public Library</b>	3,167	43,172	0.0978%	\$ 350,149	\$ 23,061
<b>Runnells Public Library</b>	644	2,069	0.0199%	\$ 18,248	\$ 4,689
<b>Urbandale Public Library</b>	1,629	446,420	0.0503%	\$2,272,546	\$ 11,862
<b>Polk County Contract</b>					
<b>Libraries</b>	<u>89,267</u>	<u>3,236,765</u>	<u>2.7579%</u>	<u>\$ 21,097,469</u>	<u>\$ 650,000</u>
<b>Contract Maximum for FY 23/24</b>					\$ 650,000

Polk City Community Library Board of Trustees

By: Lisa England  
President, Board of Trustees

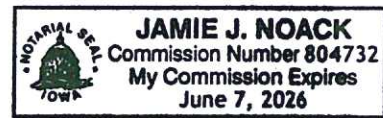
By: Angie Conley  
Secretary, Board of Trustees

STATE OF IOWA, POLK COUNTY, ss:

On this 7<sup>th</sup> day of July, 2023, before me the undersigned, a Notary Public in and for said State, personally appeared Lisa England and Angela Conley to me personally known, who being by me duly sworn, did say that they are President and Secretary, respectively, of the Polk City Community Library Board of Trustees; that the foregoing document was signed and executed upon behalf of such Board of Trustees by authority of said Board granted at its meeting of July 5, 2023, and that Lisa England and Angela Conley acknowledged the execution of the document to be their voluntary act and deed and the voluntary act and deed of said Board of Trustees, by it voluntarily executed.

J Noack  
Notary Public in and for said State of Iowa

- City of Altoona, Iowa
- Kirkendall Library Board of Trustees
- Bondurant Community Library Board of Trustees
- Carlisle Public Library Board of Trustees
- City of Clive, Iowa
- Des Moines Public Library Board of Trustees
- Grimes Public Library Board of Trustees
- Johnston Public Library Board of Trustees
- Mitchellville Public Library Board of Trustees
- Pleasant Hill Public Library Board of Trustees
- Runnells Community Library Board of Trustees
- Urbandale Public Library Board of Trustees



**POLK COUNTY, IOWA**

ATTEST:

\_\_\_\_\_  
Jamie Fitzgerald, County Auditor

\_\_\_\_\_  
Tom Hockensmith, Chair

STATE OF IOWA            )  
  ) SS  
COUNTY OF POLK        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me a Notary Public in and for said State, personally appeared Tom Hockensmith and Jamie Fitzgerald, to me personally known, who being duly sworn, did say that they are the Chair of the Board of Supervisors and County Auditor, respectively, of Polk County, Iowa, a political subdivision of the State, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said County, and that said instrument was signed and sealed on behalf of said County by authority and resolution of its Board of Supervisors, and said Chair and County Auditor acknowledged said instrument to be the free act and deed of said County by it voluntarily executed.

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



## Library Director's Report June/July 2023

### Library Statistics:

- June Circulation and library usage
  - June 2023 circulation of 6,878 was an increase of 2,050 checkouts compared to May 2023 and an increase of 343 compared to June 2022.
  - 3,657 individuals visited the library in June. This is an increase of 1,686 compared to May 2023. It is an increase of 280 visitors compared to June 2022. An additional 558 individuals attended library programs held off-site.
  - 1,563 individuals attended library programs in June.
  - Library Patrons saved \$78,384 in June by borrowing materials from the library versus purchasing them (does not include digital ebook/audiobook downloads, hotspot loans or Adventure Passes).
  - 25 passport applications were processed
  - 27 Adventure passes were used saving patrons \$1,502.
- FY23 Summary
  - 58,121 items were borrowed from the library, including digital materials. This is an increase of 5,591.
  - 25,544 individuals visited the library. This is an increase of 3,228 from FY22.
  - 7,567 individuals attended our 548 programs. In FY 22, 7,214 individuals attended 551 programs. This is an increase of 353 people.
  - We accepted 498 passport applications. This is an increase of 63 applications from FY22.
  - 681 Adventure Passes were used saving patrons \$7,972 compared to 597 Passes valued at \$6,608 in FY22.
  - Patrons saved \$586,705 by borrowing books, magazines, and movies from the library compared to \$539,611 in FY22.
- July Circulation and library usage
  - July 2023 circulation of 6,687 was a decrease of 191 checkouts compared to June 2023 and an increase of 600 compared to July 2022.
  - 3,059 individuals visited the library in July. This is a decrease of 598 compared to June 2023. It is an increase of 135 visitors compared to July 2022. An additional 397 individuals attended library programs held off-site.
  - 838 individuals attended library programs in July.
  - Library Patrons saved \$71,420 in July by borrowing materials from the library versus purchasing them (does not include digital ebook/audiobook downloads, hotspot loans or Adventure Passes).
  - 25 passport applications were processed
  - 41 Adventure passes were used saving patrons \$2,196.
- Summer Reading (June 1-July 31)
  - 101 programs held
  - 2,401 program attendees
  - Adults read 458 books
  - Children ages Birth-5 were read 7,640 books
  - Youth ages 6-17 read 3,770 hours
- We had 530 individuals sign up for our summer reading program.
- 130 patrons are using the myLibro app.
- The library ended FY23 approximately \$19,000 under budget.
- We are weeding items that have not circulated in 3-5 years. The items will be placed on the Friends of the Library book sale September 16.
- Director Noack will use vacation August 14-18.
- Library carpets and hard floors will be professionally cleaned in late August.

<b>LIBRARY -JUNE 2023 STATS SNAPSHOT</b>	<b>June 2022</b>	<b>June 2023</b>	<b>May 2023</b>
Total Visitors	3,377	3,657	1,971
People Checking Out	515	534	379
Polk City Cardholders	449	465	323
Polk City Checkouts	4,799	4,713	3,090
Open Access Cardholders	33	30	22
Open Access Checkouts	415	373	173
Rural Cardholders	33	39	34
Rural Checkouts	475	550	349
Bridges E-book/Audiobook Checkouts	810	1,214	1,185
Outgoing ILL Books	36	28	31
Total Checkouts (incl. Bridges & Outgoing ILL)	6,535	6,878	4,828
Auto Renewals	677	778	682
Total Checkouts (adjusted for auto-renewal)	5,858	6,100	4,146
Incoming ILL Books	37	30	32
Reserves Placed	413	368	256
Materials Added	289	48	138
Materials Withdrawn	327	715	86
New Cards Issued	48	68	28
Computer Users	20	35	38
WiFi Users (on site)	457	575	345
AWE Station Usage	198	214	91
AWE Games Played	599	639	295
Adult Programs	28	26	28
Adult Program Attendance	196	171	232
Youth Programs	32	37	1
Youth Program Attendance	1,204	1,392	223
Tutoring	7	20	4
No. of Meeting Room Uses by Outside Groups	4	1	2
Patron Savings (physical materials only)	\$75,852	\$78,384	\$48,005
Passports	32	25	32
Blank Park Zoo Adventure Pass (\$60)	11	13	6
Science Center of Iowa Adventure Pass (\$60)	9	7	4
Botanical Gardens Adventure Pass (\$42)	3	1	1
Des Moines Children's Museum (\$36)	0	3	0
Reiman Gardens (\$36)	6	3	2
Iowa Arboretum (\$22)	NA	2	NA
<b>TOTAL ADVENTURE PASS SAVINGS</b>	<b>\$1,186</b>	<b>\$1,502</b>	<b>\$542</b>
Summer Reading Signups (0-11) as of 6/30	366	324	191
Summer Reading Signups (12-17) as of 6/30	39	43	23
Adult Reading Participation as of 6/30	153	144	86
Social Media Page Views (June 1-30)	322	959	630
Social Media Post Reach (June 1-30)	3,572	3,323	2,763
New Social Media Followers(June 1-30)	not reported	3	2
New Social Media Likes (June 1-30)	12	8	23
Website Views	4,826	4,364	3,810

<b>LIBRARY -JULY 2023 STATS SNAPSHOT</b>	<b>July 2022</b>	<b>July 2023</b>	<b>June 2023</b>
Total Visitors	2,924	3,059	3,657
People Checking Out	496	513	534
Polk City Cardholders	428	436	465
Polk City Checkouts	4,313	4,321	4,713
Open Access Cardholders	30	32	30
Open Access Checkouts	317	447	373
Rural Cardholders	38	45	39
Rural Checkouts	433	621	550
Bridges E-book/Audiobook Checkouts	1,005	1,264	1,214
Outgoing ILL Books	19	34	28
Total Checkouts (incl. Bridges & Outgoing ILL)	6,087	6,687	6,878
Auto Renewals	828	894	778
Total Checkouts (adjusted for auto-renewal)	5,259	5,793	6,100
Incoming ILL Books	26	18	30
Reserves Placed	365	308	368
Materials Added	197	53	48
Materials Withdrawn	775	11	715
New Cards Issued	42	38	68
Computer Users	28	42	35
WiFi Users (on site)	434	726	575
AWE Station Usage	147	270	214
AWE Games Played	409	562	639
Adult Programs	24	18	26
Adult Program Attendance	158	133	171
Youth Programs	25	20	37
Youth Program Attendance	883	705	1,392
Tutoring	8	20	20
No. of Meeting Room Uses by Outside Groups	0	2	1
Patron Savings (physical materials only)	\$64,338	\$71,420	\$78,384
Passports	33	25	25
Blank Park Zoo Adventure Pass (\$60)	14	13	13
Science Center of Iowa Adventure Pass (\$60)	12	16	7
Botanical Gardens Adventure Pass (\$42)	1	4	1
Des Moines Children's Museum (\$36)	4	3	3
Reiman Gardens (\$36)	5	5	3
Iowa Arborateum (\$22)	NA	0	2
<b>TOTAL ADVENTURE PASS SAVINGS</b>	<b>\$1,492</b>	<b>\$2,196</b>	<b>\$1,502</b>
Summer Reading Signups (0-11) as of 6/30	376	332	324
Summer Reading Signups (12-17) as of 6/30	156	46	43
Adult Reading Participation as of 6/30	174	152	144
Social Media Page Views (June 1-30)	174	782	959
Social Media Post Reach (June 1-30)	2,641	3,648	3,323
New Social Media Followers(June 1-30)	not reported	3	3
New Social Media Likes (June 1-30)	8	13	8
Website Views	3,364	not available	4,364

**AGENDA FOR POLK CITY LIBRARY BOARD MEETING**  
**Polk City Community Library**  
**1500 W. Broadway, Polk City, IA**  
**Monday, August 7, 2023 at 6:30 pm**

- I. Call to order – Lisa called the meeting to order at 6:30pm
  - a. Board Members Present: Lisa Mart, Sara Olson, Rod Bergren, Justin Young
  - b. Board Members Absent: Angie Conley

II. Approval of the agenda Rod made a motion to approve the agenda, Sara seconded it. Motion passed unanimously.

III. Consent Items Sara made a motion to approve the consent items, Rod seconded it. Motion passed unanimously.

1. Approve the [June 2023 Board Minutes](#)
2. Approve the [July 2023 Special Session Minutes](#)
3. Approve March 2023 financial statements
  - a. [March 2023 History](#)
  - b. [March 2023 Budget](#)
  - c. [March 2023 Revenue & Expenses](#)
4. Approve May 2023 financial statements
  - a. [May 2023 History](#)
  - b. [May 2023 Budget](#)
  - c. [May 2023 Revenue & Expenses](#)
5. Approve June 2023 financial statements.
  - a. [June 2023 History](#)
  - b. [June 2023 Budget](#)
  - c. [June 2023 Revenue & Expenses](#)

IV. Communication from the Public - None

V. [Director's Report](#)

1. [June 2023 Stats](#)
2. [July 2023 Stats](#)

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- Director Noack will use vacation August 14-18.
- Library carpets and hard floors will be professionally cleaned in late August.

VI. Liaison report - None

VII. Board Education: Jamie Noack: [Polk County 28E agreement](#)

The next Board Education will be Sara Olson on Library Foundations.

Director Noack went over the contract. The Polk County Board of Supervisors will ideally review this contract at a meeting in August.

VIII. Agenda Items

1. Review Tier Standard Section 7: Library Programming & Community Relations – Director Noack went over the Tier Standards Section 7: Library Programming & Community Relations that the Polk City Library has and is meeting.
2. Review Tier Standard Section 8: Library Facility – Director Noack went over the Tier Standard Section 8 standards that the Polk City Library has and is currently meeting. The Polk City library, due to its limited size, is close to not having enough chairs or non-public workspaces.
3. Review [Programming Policy](#) – Director Noack reviewed the Programming Policy, no changes needed.
4. Discuss County-wide Trustee Training on September 26 – County Wide Trustees Training on September 26, 2023 – “Accreditation and the Role of the Trustees”. – Maryann Mori, State Library of Iowa
5. Review [Strategic Plan](#) & discuss next steps – Director Noack went over our current Strategic plan. A detailed discussion about library size and the need for more space. Lisa England will reach out to other libraries about their new and additional projects, Sara Olson will view a Board Education on Library Foundations. Justin Young will do research on

IX. Adjourn – Rod made the motion to approve adjournment and Justin seconded. Motion passed unanimously.

Next Meeting September 5th at 6:30 pm

*Mission Statement: The Polk City Community Library provides a place where all can meet, learn, and grow.*

# Polk City Water Department

## Monthly Report

Month July

Year 2023

Total Water Pumped 26834310 Gallons  
Monthly Daily Avg 865622 Gallons

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### Testing Results

- **SDWA Bacteriological Coliform Analysis abstract University Hygienic Lab.**  
Fecal Coliform Analysis- Sample incubated 35c for 48 hrs then examine for gas production. Gas production verifies presence of fecal coliform organisms.
- **Fluoride Analysis .7 University Hygienic Lab.**  
A fluoride concentration of approx. 1mg/l in drinking water effectively reduces dental caries without harmful effects on health. MCL for fluoride is 4.0 mg/l.  
Fluoride at Plant- Monthly Average .77 mg/l Polk City Lab.  
Fluoride in System- Monthly Average .82 mg/l Polk City Lab.
- **Chlorine Free At Plant- Monthly Average 1.79 mg/l Polk City Lab.**  
**Chlorine Total at plant- Monthly Average 2.83 mg/l Polk City Lab.**  
**Chlorine Free in System- Monthly Average .83 mg/l Polk City Lab.**  
**Chlorine Total in System- Monthly Average 1.00 mg/l Polk City Lab.**  
Chlorine requirement is the quantity of chlorine that must be added to H<sub>2</sub>O to achieve complete disinfection of pathogens and protozoa. Chlorine residuals will vary widely depending on organic loading. We also use chlorine to oxidize iron prior to filtration.
- **Iron Raw Water- Monthly Average 5.58 mg/l Polk City Lab.**  
**Iron Finish Water- Monthly Average .05 mg/l Polk City Lab.**  
**Iron System Water- Monthly Average .06 mg/l Polk City Lab.**  
Iron occurs in rocks and minerals in the earth's crust. It's the 4<sup>th</sup> most abundant element respectively. Iron has no effect on human health; its main objection is aesthetics. Concentrations of Iron in finish H<sub>2</sub>O should be between 0.03-0.06mg/l.
- **Manganese Raw Water- Monthly Average 0.274 mg/l Polk City Lab.**  
**Manganese Finish Water- Monthly Average 0.143 mg/l Polk City Lab.**  
**Manganese System Water- Monthly Average 0.053 mg/l Polk City Lab.**  
Manganese also occurs in rocks and the earth's crust. It is the 7<sup>th</sup> most abundant element. Manganese is extremely difficult to remove. Concentrations of Manganese in finish H<sub>2</sub>O should not exceed 0.05mg/l or black staining of plumbing fixtures may occur. No effect on human health.
- **pH Raw Water Monthly Average 8.0 mg/l Polk City Lab.**  
**pH Finish Water-Monthly Average 7.7 mg/l Polk City Lab.**  
**pH System Water- Monthly Average 7.9 mg/l Polk City Lab.**  
pH scale ranges from 0-14 with 7 being considered neutral. Below 7 becomes corrosive to plumbing, above 7 tends to deposit minerals in plumbing. We add caustic soda to maintain proper pH, which should range between 7.5-7.9 in finish water.

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

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



## City of Polk City, Iowa

### City Council Agenda Communication

**Date:** August 14, 2023 City Council Meeting  
**To:** Mayor Steve Karsjen & City Council  
**From:** Jason Thraen, Parks & Recreation Director

**Subject:** **Parks & Recreation Department Updates for July 2023**

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1. Staff provided support for the Four Seasons Festival. Support included shuttle service, equipment for Kiwanis Park open-play, and hosting the cornhole tournament.
2. Staff provided planning and support for Polk City's RAGBRAI celebration.
3. July 1<sup>st</sup> Yoga in the Park, sponsored by 4More, had 13 attendees.
4. July 8<sup>th</sup> Yoga in the Park, sponsored by 4More, had 11 attendees.
5. July 15<sup>th</sup> Yoga in the Park had 4 attendees.
6. July 22<sup>nd</sup> Yoga in the Park had 12 attendees.
7. July 28<sup>th</sup> Movie in the Park, sponsored by Ridgewood Homes LLC and First Continental Group LC, had 24 attendees.
8. July 29<sup>th</sup> Yoga in the Park had 10 attendees.
9. July programming included Adult Volleyball League, All-Star Sports Camps (2), History Detectives w/ Big Creek Historical Society, Start Smart Soccer (2), Youth Pickleball Lessons, Tennis Lessons, Adult Softball League, Senior Day Trip, and Senior Social Hour.
10. Sports Complex baseball/softball fields had 7 reservations in July. 113 total field reservations in 2023.
11. Miller Park Shelter House had 4 private rentals in July. 27 total rentals in 2023.



## City of Polk City, Iowa

### City Council Agenda Communication

**Date:** August 14, 2023  
**To:** Mayor, City Council, and City Manager  
**From:** Karla Hogrefe – Fire Chief  
**Subject:** July 2023 Monthly Report

---

**BACKGROUND:** There were 54 calls for service in the month of July, which was up 6 calls from June. We had Paramedic coverage 30 nights out of 31. Full-Time FF/Paramedic Riley Noggle picked up 8 on-call shifts to help cover the paramedic position this month. Chief Hogrefe filled in 4 shifts to help with Duty Officer and Paramedic coverage. Full-Time FF/EMT Tyler Pedersen started working his shifts on July 3. On July 9 – 9 members helped staff the Iowa Games Triathlon at Big Creek State Park. We provided an ambulance, gator, command vehicle, and boat. Both fire trucks received their annual fire pump testing maintenance. All 6 of our ground ladders also received their annual maintenance testing.

**Staff Certifications:** FF/EMT Joe Culham Received his Driver/Operator Pumper Certification. Lieutenant David Llewellyn received his FFII certification. FF/EMT Grant Chaney received his Firefighter I, Haz Mat Ops, and EMT certifications. FF/Paramedic Alyssa Wallace received her Firefighter I and Haz Mat Ops certifications. FF/EMT Justin McKay received his Firefighter I and Haz Mat Ops certifications.

#### **July Staff Anniversaries:**

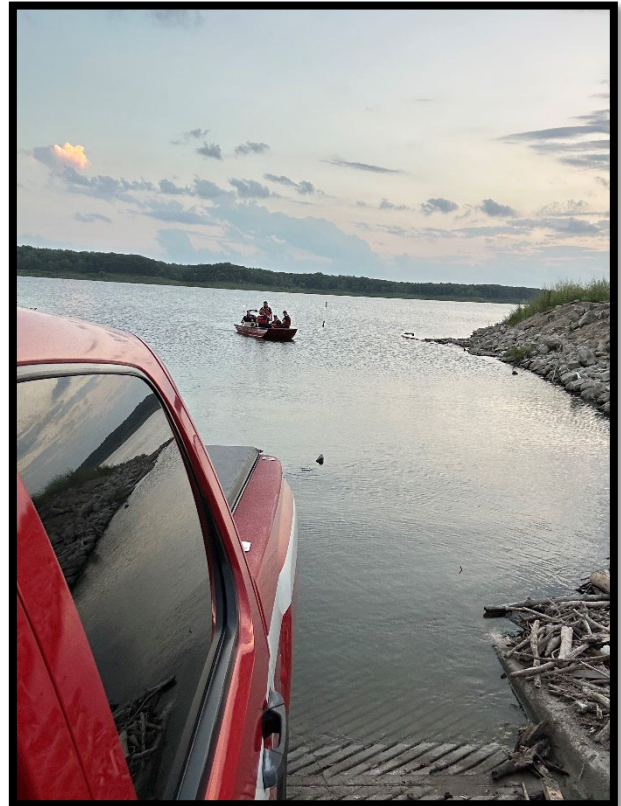
FF/Paramedic Brennan Burke – 1 year  
FF/Paramedic Riley Noggle (Full Time) – 1 year  
Chief Karla Hogrefe (Full Time) – 1 year  
FF/Paramedic Bryan Koster – 1 year

**TRAINING:** We conducted 2 training classes and a business meeting during the month of July. July 11 – Fire Training – Floating pump operations, boat operations, trailer operations, and sonar operations at Saylorville. July 18 – Business Meeting. July 25 – EMS Training – Trauma scenarios. We used this training to help prepare for bike traumas since it was the night before RAGBRAI. We also discussed operations for the event.





Lieutenant Hibbing teaching FF/P Noggle to drive the boat during training.



**PUBLIC RELATIONS:** July was just as busy as June for PR events! July 1 – Firetruck to American Legion for Bikers Against Child Abuse fundraiser. July 14 – Four Seasons Festival dunk tank. We had 4 members volunteer to be victims of the dunk tank. July 15 – Four Seasons Festival Parade. Unfortunately, we had a call during the time of the parade, so we didn’t have as big of a showing this year. The association also served beer at the beverage tent in the afternoon. July 20 – Vacation Bible School water spray at the Methodist Church. July 21 – Rescue 458 helped escort the NP Boys Baseball team out of town for State Baseball. July 26 – The fire association grilled hot dogs for RAGBRAI. We utilized a lot of volunteers and family members for this event so we could keep EMS and Fire operations our priority.



Pictured Above from IA Games Triathlon: Front: FF/AEMT Kristin Fox, FF/EMT Mark Voyek, Des Moines Fire Chief TeKippe, DSM Deputy City Engineer Tom Vlach, FF/Paramedic Nate Reis. Back: FF/Paramedic Alyssa Wallace, FF/EMT Burgod, and Lieutenant David Llewellyn.

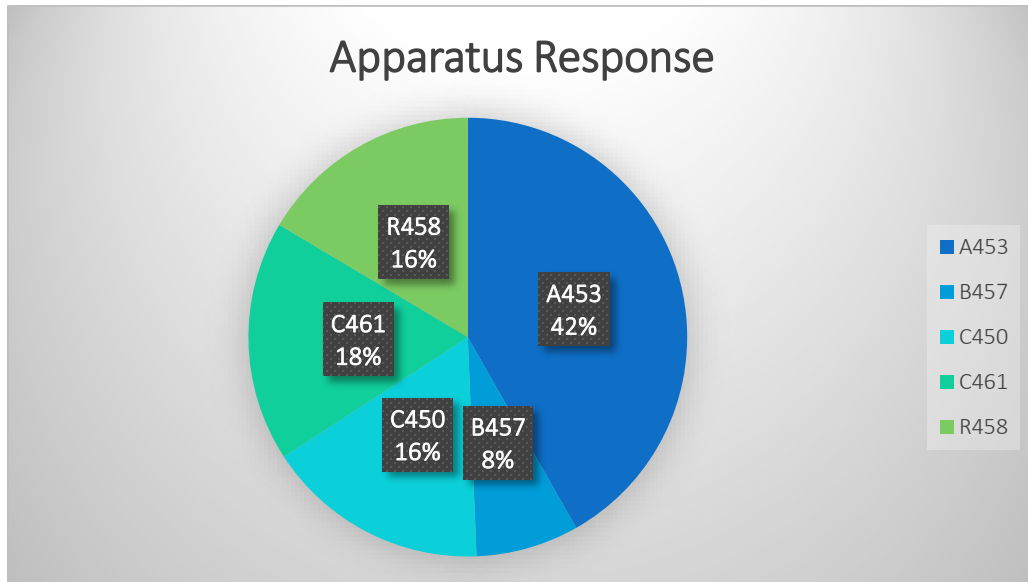


FF/EMT Tyler Pedersen at the 4 Seasons Festival Dunk Tank.



FF/Paramedic Riley Noggle and Captain Dottie Parsons may have been part of Charlie's Angels??

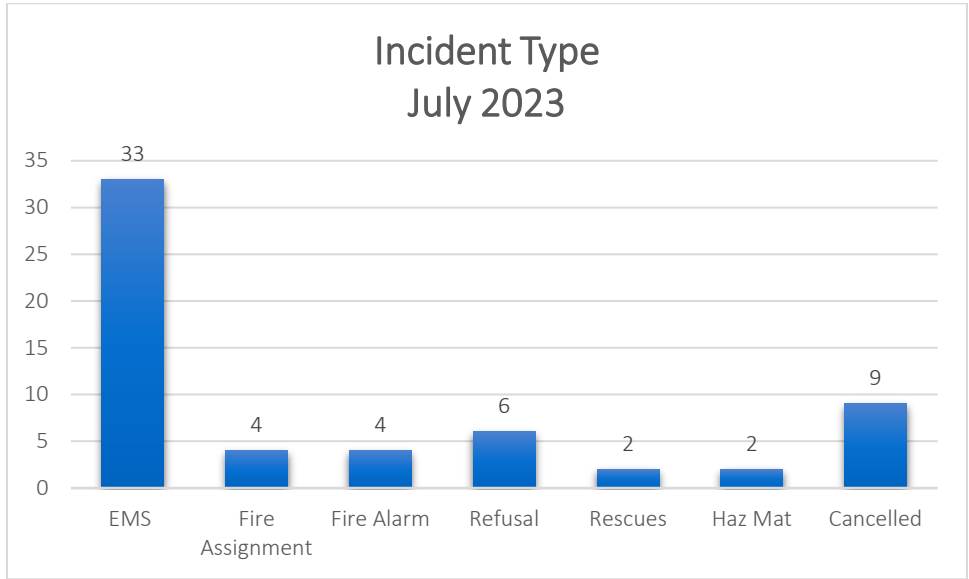
Below is a chart of responses per apparatus including Ambulance 453, Brush 457, Car 450, Car 461, and Rescue 458. Car 450 is Chief's car and C 461 is the on-call duty officer car.



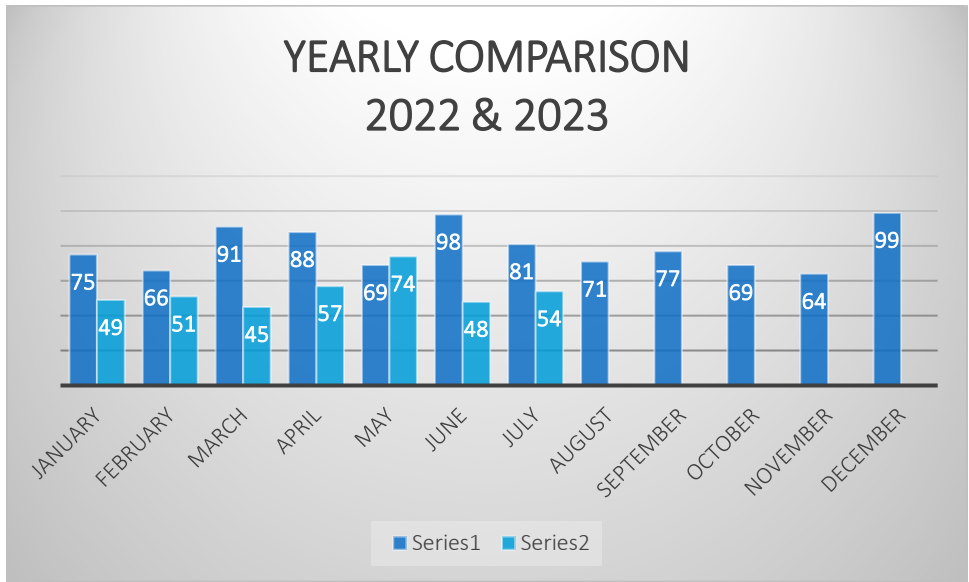
37 calls were during the day shift, between 06:00 hours (6:00 AM) and 18:00 hours (6:00 PM). 17 calls were during the night shift, between 18:00 hours (6:00 PM) and 06:00 hours (6:00 AM):



The “Incident Type” of calls was predominately EMS related. There was 1 call in which we did not have enough staffing for.



July 2023 had 27 less calls for service than July 2022.





## City of Polk City, Iowa

### City Council Agenda Communication

**Date:** August 14, 2023  
**To:** Mayor, City Council, & City Manager  
**From:** Karla Hogrefe - Fire Chief  
**Subject:** Full-Time Pay Rate Approval

---

**BACKGROUND:** The Fire Department has a Firefighter/Paramedic vacancy that needs to be filled. We conducted interviews and determined that the best candidate is Firefighter/Paramedic Alissa Furry. Alissa has four years of experience as a volunteer firefighter at St Mary's and two years of experience as a full-time firefighter/paramedic at the Clive Fire Department. She has her Firefighter I, Firefighter II, HazMat Ops, Driver Operator Pumper/Aerial, Instructor I, Critical Care Paramedic, ACLS Instructor, and PALS Instructor certifications. I believe that Alissa will be able to jump right in and be a huge asset to the Polk City Fire Department.

**ALTERNATIVES:** N/A

**FINANCIAL CONSIDERATIONS:** This wage has been budgeted and approved for fiscal year '23/'24. This position will be the third full-time member and will alleviate the need to fill the daytime part-time Paramedic position every third day. This position assures Firefighter/Paramedic for 24 hours every third day.

**RECOMMENDATION:** I recommend approving pay for this position at \$22.00 per hour plus benefits. If approved, Alissa will work 24 hours on and 48 hours off, her start date will September 1.



## City of Polk City, Iowa

### City Council Agenda Communication

**Date:** August 14, 2023  
**To:** Mayor, City Council and City Manager  
**From:** Karla Hogrefe – Fire Chief  
**Subject:** Hiring Consultant for GEMT

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**BACKGROUND:** Ground Emergency Medical Transportation Program is a program that offers reimbursements from Medicaid for private and public EMS agencies. It is a voluntary program that allows emergency ground ambulance transportation providers to receive supplemental payments that cover the difference between a provider's actual costs per GEMT transport and the Medicaid base payment, mileage, and other sources of reimbursement. This can be a very time-consuming project which requires assistance. I would like to hire a consultant, Rick Roe, from Roe Consulting LLC to assist with this project. Please consider this contract with Roe Consulting LLC.

**ALTERNATIVES:** Do not hire a consultant to assist with the process.

**FINANCIAL CONSIDERATIONS:** We have an opportunity to gain money back from our Medicaid transports, it is unknown how much without applying for this program. We have the opportunity to hire a retired Fire Chief who has multiple hours of experience with the GEMT program. Per the attached agreement costs will be invoiced monthly at a rate of \$100 per hour, not to exceed over 50 hours of work.

**RECOMMENDATION:** My recommendation is to hire Roe Consulting LLC to assist with the GEMT program. The experience of this retired fire chief will assist me in learning the process for future GEMT programs.



ROE CONSULTING LLC

## SCOPE OF SERVICES FOR THE CITY OF POLK CITY

### 1. Provide Consulting Services to the City of Polk City (Client), generally in support of Fire Department projects.

- ✓ Provide consulting services to the City of Polk City (Client), generally in support of Fire Department projects.

### 2. Services will be provided on an "as-needed" basis. The hours per week will vary depending on project needs. Hours will not exceed 50 unless approved in writing (email) by the City Manager.

- ✓ Services will be provided on an "as-needed" basis. The hours per week will vary depending on project needs. Hours will not exceed 50 unless approved in writing (email) by the City Manager.
- ✓ This Scope of Services will be effective on August 1, 2023, and end on June 30, 2024.

### 3. Ability to receive or access ImageTrend RMS, including necessary support to provide data, provide information, and/or allow modifications for retrieving needed data

- ✓ Ability to receive or access ImageTrend RMS, including necessary support to provide data, provide information, and/or allow modifications for retrieving needed data
- ✓ Ability to request/receive Client financial information necessary to provide desired reports/services

### 4. Fire Department – GEMT (Medicaid) Cost Reporting – FY24-25 GEMT Cost Reporting (using FY22-23 data), including follow-up responses to audit questions

- ✓ Fire Department – GEMT (Medicaid) Cost Reporting – FY24-25 GEMT Cost Reporting (using FY22-23 data), including follow-up responses to audit questions

### 5. Roe Consulting LLC has no ability to sign contracts or financially obligate the Client in any way.

- ✓ Roe Consulting LLC has no ability to sign contracts or financially obligate the Client in any way.
- ✓ Roe Consulting LLC is engaged as an independent contractor and will be responsible for any federal or state taxes applicable to the payments under this agreement. Roe Consulting LLC is not currently employed by Client and will not be under the direct control of Client. Because Roe Consulting LLC is an independent contractor, Client will not be liable for any tax withholding, social security payments, state workers' compensation insurance, unemployment insurance, retirement system payments, or other similar expenses normally payable on behalf of employees of Client.

### 6. These are generalized timelines and may be modified as needed and mutually agreed to.

- ✓ These are generalized timelines and may be modified as needed and mutually agreed to.
- ✓ GEMT (Medicaid) Cost Reporting – August 2023 thru November 2023

### 7. Roe Consulting LLC or the City of Clive may terminate this agreement in writing at any time with a 30-day notice.

- ✓ Roe Consulting LLC or the City of Clive may terminate this agreement in writing at any time with a 30-day notice.



8. **C**     **S**

- Costs for services will be invoiced monthly at a rate of \$100 all-inclusive per hour for services performed.*
- No other costs for equipment, supplies, travel, printing, etc. will be charged unless approved in advance by the City Manager.*

**APPROVAL AND AUTHORITY TO PROCEED**

**C**   **P**   **C**    
112 3<sup>rd</sup> Street  
Polk City, IA 50226  
515-984-6304

**R**   **C**        **LLC**  
16500 Oakbrook Drive  
Clive, IA 50325  
515-238-7012  
rickroe67@gmail.com

Approved by

Date

Approved by

Date

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8/4/23

Rick D. Roe



## City of Polk City, Iowa

### City Council Agenda Communication

**Date:** August 14, 2023  
**To:** Mayor, City Council, and City Manager  
**From:** Karla Hogrefe – Fire Chief  
**Subject:** Standard Operating Guidelines – #407 Water Rescue

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**BACKGROUND:** The Polk City fire department has a standard operation guideline for water rescue operations. Recently, we had a meeting with the Saylorville Lake Rescue Group, and they provided us with more information regarding additional resources. SOG #407 #9 – Special Considerations has been added to this SOG to cover this additional information.

**ALTERNATIVES:** N/A

**FINANCIAL CONSIDERATIONS:** No cost associated with these changes.

**RECOMMENDATION:** Acknowledge and accept this SOG so the operations of the fire department is up to date and appropriate for the times.



407a

# Polk City Fire Department Standard Operating Guidelines

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## #407 – Water Rescue

Date Issued: 08/01/2005

Date Last Revised: 08/01/2023

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**Purpose:** The purpose of this SOG is to provide response guidelines for an effective and safe response on water rescue assignments.

**Guidelines:**

1. **Water Rescue Team:** The water rescue team shall consist of a team of 5 people when resources are available. A maximum of 4 rescuers shall be in the boat for a rescue. Additional personnel should be available on shore to assist where needed.
  - a. **Incident Command**
    - i. This person is in charge of the overall rescue operation to observe, evaluate, communicate, and direct operations from shore.
  - b. **Operations Officer**
    - i. This person is in charge of the actual rescue operations on the boat and will be in direct contact with the incident commander. This person is also responsible for assisting (from the boat) in removing the patient from the water.
  - c. **Primary Boat Operator**
    - i. Possesses good boat operating skills and is capable of safely operating the boat during a rescue. Whenever possible this should be the person with the most boat handling experience.
  - d. **Primary Rescuer**
    - i. Minimum EMT that makes initial contact with the victim. Performs rescue and coordinates medical care during transport to shore. This person should be a good swimmer and able to enter and exit the water and assist with moving the patient.
  - e. **Secondary Rescuer**
    - i. Assists with Rescue and medical care on boat. This person should be a good swimmer and able to enter and exit the water and assist with moving the patient.
2. **Dispatch – Vehicle Response**
  - a. Initial Response on a water rescue call shall include the following:
    - i. Duty Officer and/or Chief Officer
    - ii. Water Rescue Team (4) – C459 and Boat 469
    - iii. First Out Ambulance
    - iv. Rescue 458



407b

## Polk City Fire Department Standard Operating Guidelines

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### #407 – Water Rescue

Date Issued: 08/01/2005

Date Last Revised: 08/01/2023

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- b. The Chief, Officer, or lead member shall make the determination where Boat 469 will be launched to provide the quickest response time. The Ambulance and 458 shall stage at the launch location unless otherwise directed.
  - c. Vehicle response on mutual aid requests for Boat 469 shall only be the Duty Officer and the Water Rescue Team (4) C459 with Boat 469. The officer in charge shall verify on the way to the call if additional resources are needed.
  - d. If a Saylorville Lake TEAMS assignment is requested, Polk City shall respond with an ambulance and 458 to Saylorville Marina. Boat 469 shall be launched from Saylorville Marina and the Duty Officer shall respond to the Mile Long Bridge to assist with locating the patient.
  - e. In the event Polk City is assigned a water rescue assignment, the Duty Officer or senior member should request Polk County Dispatch to fill the assignment on the Saylorville TEAMS card. These resources shall be disregarded if not needed.
3. **Scene Assessment** - Incident Command shall make an accurate assessment of the scene prior to rescue operations and shall include the following:
- a. Determine whether to commence a rescue or recovery operation.
  - b. Determine hazards present
    - i. Traffic
    - ii. Weather conditions
    - iii. Type and method of rescue (water or ice)
    - iv. Number of patients
    - v. Additional resource needs (dive team, helicopters, additional squads)
4. **Rescue Sequence** – The following rescue sequence should be used on all water rescues to ensure the lowest risk rescue is attempted before moving to higher risk rescues.
- a. Self Rescue – Encourage victims to rescue themselves when possible.
  - b. Shore Based Operation – Throw bags, tag lines, snag lines, or extensions are utilized.
  - c. Boat Assist Operation – Boat used for equipment or staffing
  - d. Boat Based Operation – Direct approach, boat used for rescue
  - e. Go Rescue – Swim to victim
5. **Rescue Operations** – Once a decision has been made to effect a rescue operation the following guidelines shall be followed:
- a. Personal/Personnel Protection equipment



# Polk City Fire Department Standard Operating Guidelines

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## #407 – Water Rescue

Date Issued: 08/01/2005

Date Last Revised: 08/01/2023

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- i. Rescue personnel shall wear the proper equipment required for the rescue. ALL personnel shall have a rescue life jacket on prior to leaving the shore. During night rescues, all personnel shall have their personal light turned on prior to leaving shore. Rescuers having direct contact with the victim shall wear protective medical gloves.
- b. Incident Command, Operations Officer, and Safety Officer shall develop a rescue action plan prior to commencing operations. Low risk operations should be used before attempting higher risk operations.
- c. Whenever possible, a second boat should be staged to provide a backup boat.
- d. Dispatch should be notified when the rescue has started and when the victims are removed from the water.

### 6. Safety Considerations

- a. No untrained persons are to be allowed in the boats.
- b. Only members with experience operating a boat and a high comfort level should be in the position of Primary Boat Operator.
- c. Only members with swimming experience and a high comfort level should be responding on the Water Rescue Team.
- d. The boat motor should be shut off if any person in the water becomes close to the back of the boat or while removing patients from the water.
- e. Weather conditions should be monitored closely to ensure a safe rescue can be completed.
- f. Patients removed from the water without life jackets shall don a life jacket as quickly as possible once in the boat.
- g. The boat will be used only to rescue people and will not be used to recover any personal property.
- h. A backup boat shall be requested from Ankeny on ALL water rescue calls.

### 7. Patients with suspected cervical spine injuries

- a. Patients with suspected cervical spine injuries shall be handled with extreme care. These patients shall be placed on a long back board while in the water.
- b. Until a cervical collar can be applied, the patient's arms should be extended above their head to assist with keeping the spine in line.
- c. Once the patient is on the long backboard, a cervical collar should be applied and the patient should be strapped to the board.



407d

## Polk City Fire Department Standard Operating Guidelines

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### #407 – Water Rescue

Date Issued: 08/01/2005

Date Last Revised: 08/01/2023

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- d. The patient should be turned at a 90 degree angle to the boat with the head closest to the boat. The board can then be lifted out of the water and slid onto the upper deck.
- e. The patient should be secured using a crisscross method of strapping them to the boat deck.
- f. The backboard can also be placed inside of the stokes basket to assist with removal from the water.
- g. The patient shall be transported to the closest awaiting ambulance.

#### 8. Patients with injuries other than cervical spine

- a. Patients with injuries where they are unable to remove themselves from the water and there is no cervical spine injury suspected shall be placed in the stokes basket and removed from the water.
- b. Patients in the stokes basket shall be removed from the water in the same manner as listed in #7 above.
- c. The patient shall be transported to the closest awaiting ambulance.
- d. If possible, the patient can remove themselves from the water using the ladder.

#### 9. Special Considerations

- a. Polk County Conservation Rangers have an 18' flat bottom mud motor boat that can go through 4" of water. This boat is kept at Jester Park.
- b. Army Corp will launch their boat to assist with fires on the water – we can load the floating pump on their boat as necessary.
- c. Boats that go past the marked location North of the bridge will not be towed – rescue operations for people ONLY. Contact the Marina for a stuck boat in this area.



## City of Polk City, Iowa City Council Agenda Communication

**Date:** August 14, 2023 City Council Meeting  
**To:** Mayor Steve Karsjen & City Council  
**From:** Chelsea Huisman, City Manager  
**Subject:** RFP for Soil Quality Restoration contractor

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**BACKGROUND:** For your review and consideration on Monday evening is a request for proposal for bids for our Soil Quality Restoration (SQR) project. The city has been awarded an \$100,000 award from IDALS for the project. The City's current budget for the project is \$200,000, with \$100,000 from IDALS and \$100,000 from the property owners.

The project will be completed in the Fall of 2023. In order to keep our project on schedule, City staff has put together the proposed timeline:

- City Council approves the RFP to be sent out to qualified contractors-August 14, 2023
- Proposals are due by contractors-August 28, 2023
- City Council awards contract-August 28, 2023
- Projects begin for those homeowners that filed an application and made full payment-September 4, 2023

**ALTERNATIVES:** Do not approve the RFP

**FINANCIAL CONSIDERATIONS:** No financial considerations to send this out. Sending out the RFP is to obtain pricing from contractors interested.

**RECOMMENDATION:** It is my recommendation that the Council approve the RFP to be sent out to qualifying contractors.



## REQUEST FOR PROPOSAL SOIL QUALITY RESTORATION PROJECT

**The City of Polk City, Iowa is seeking competitive qualification proposals for contracting for a City-wide Soil Quality Restoration (SQR) Project. Contractors qualified to perform the work are invited to submit competitive qualification proposals, pursuant to the requirements of Section 26.14 of the Iowa Code.**

**1. Description of the contractual services to be performed pursuant to this solicitation.**

**a. Background**

Polk City is leading a second Batch and Build Soil Quality Restoration (SQR) Program in collaboration with Polk County and the Iowa Department of Agriculture and Land Stewardship. Polk City's first batch was in Fall of 2021, with 65 homeowner properties completed. Through this program, residential homeowners have submitted applications to the city to complete soil quality restoration projects over existing turf yards. Rather than requiring homeowners to hire individual contractors like traditional cost-share programs, the city is furthering its 2021 approach to bundle all projects together with a single contractor that is hired by the city. The goal of the program is to improve efficiency for installations and simplify the implementation process for Polk City residents. Through the program, homeowners are eligible for a 50% cost-share.

**b. Location and Timeline**

Currently Polk City has 65 applications into the program and funding to complete \$200,000 in total construction costs. This funding consists of \$100,000 funding from the Iowa Department of Agriculture and Land Stewardship matched with \$100,000 in homeowner payments. Participating residents are required to complete SQR on all existing turf grass on their property, including City right-of-way. All properties were measured via aerial mapping and a site verification by staff has been completed. Following the bidding process, homeowners will be notified of their final cost and provided a 30-day window to provide payment to Polk City. It is expected that some homeowners will opt out of the program following cost notification and it is expected that additional applications will come into the program after SQR work begins. It is expected that the contractor will work with the City to develop an implementation schedule, focusing on implementing projects in groupings based upon geographical location.

The contractor is expected to be able to begin SQR applications by mid-September, dependent upon weather conditions and homeowner payments. Project shall be completed by November 30, 2023.





## REQUEST FOR PROPOSAL SOIL QUALITY RESTORATION PROJECT

### c. Communication Requirements

Communication will be a vital part of the Polk City Soil Quality Restoration Cost-Share Program. It is expected that the contractor will keep in close communication with homeowners and the city.

#### i. With homeowners.

At a minimum, the contractor will help plan and participate in a pre-project webinar with participating homeowners, provide a pre-project checklist and notification to homeowners 7-14 days prior to application, and serve as the primary point of contact for homeowners immediately before and following applications to address any issues that arise. Issues may include damaged property, raking of over applied compost, and answering follow up questions.

- ii. **With City.** At a minimum, notice of lane closures and work zone locations shall be submitted timely for staff to acquire proper permitting and announcing to the public and participants.

**\*\*\*Contractor shall submit a communication plan with bid, not to exceed two pages.**

### d. Specifications

Compost applications shall follow the requirements of the Iowa Stormwater Management Manual Section 2E-6 Soil Quality Management and Restoration. Method 8 shall be used to apply soil quality restoration over existing turf, with compost applied at a depth of 1/2" to 3/4" dependent upon site characteristics.

A deep tine aerator that can pull at least a 3" plug will be required for applications.

Yards shall be over seeded following compost application at a rate of 3 pounds per 1,000 square feet.

**\*\*\*Contractor shall submit seed type recommendation and justification with bid.**

### e. Compost Availability, Hauling, and Storage

Polk City has organized available compost from Metro Waste Authority, available at the East Landfill at a cost of \$15 per yard. Compost will be available for contractors by September 1, 2023. The contractor shall be responsible for all compost hauling and Polk City shall provide a local compost staging location at the public works facility, located at 301 E Northside Dr., Polk City, Iowa 50226. Secured access will be provided to the contractor, including the opportunity to leave loading equipment on site.

If compost is delivered to homes prior to application, the contractor shall be responsible for traffic control measures and all clean up.



## REQUEST FOR PROPOSAL SOIL QUALITY RESTORATION PROJECT

### **2. Time, Place and Manner for Filing Competitive Proposals.**

- a. Competitive qualification proposals for contractual services described above shall be filed in the office of the City Clerk, 112 3<sup>rd</sup> Street, Polk City, Iowa, 50226, on or before **Monday, August 28, 2023, at 12:00pm**. The City Council will review and discuss bid results at their meeting on August 28, 2023, at 6:00pm, at City Hall.
- b. Competitive proposals shall be filed with the City Clerk by –
  - i. placing them in the United States Mail, appropriately stamped and addressed to the City Clerk’s office at:  
City of Polk City, PO Box 426, City of Polk City, Iowa 50226
  - ii. filing them in person at the office of the City Clerk at City Hall
  - iii. e-mailing them as an e-mail attachment, addressed to the City Clerk’s e-mail address, [jcoffin@polkcityia.gov](mailto:jcoffin@polkcityia.gov)
- c. If a competitive proposal is delivered by U.S. Mail or by in-hand delivery, it shall be placed in a sealed envelope addressed to the City Clerk at the address stated above. Competitive proposals received after the time stated above will not be considered and the quoting contractor will be so notified.

### **d. Competitive Proposals to be submitted on Form Provided.**

Competitive proposals shall be filed on the Competitive Proposal form provided by the City and included with this RFP. Competitive proposals which are filed in any other form shall be determined to be non-responsive and shall be rejected by the City.

### **e. Evidence of Insurance Required.**

- a. Each contractor submitting a proposal pursuant to this RFP shall be required to commit to provide to the City, at the time of the award and execution of the contract, a certificate(s) of insurance naming the City of Polk City as an additional insured for any applicable general liability insurance, evidencing insurance with coverage in the following minimum amounts.



## REQUEST FOR PROPOSAL SOIL QUALITY RESTORATION PROJECT

<i>Workers Compensation</i>	<i>Statutory</i>
<i>Contractors General Liability</i>	
A. <i>General Aggregate</i>	<i>\$2,000,000</i>
B. <i>Products – Completed Operations Aggregate</i>	<i>\$2,000,000</i>
C. <i>Personal and Advertising Injury (per person/organization)</i>	<i>\$1,000,000</i>
D. <i>Bodily Injury and Property Damage (per occurrence)</i>	<i>\$1,000,000</i>
E. <i>Fire Legal Liability Damage (any one fire)</i>	<i>\$ 50,000</i>
F. <i>Medical Expense Limit (any one person)</i>	<i>\$ 5,000</i>
<i>Automobile Liability</i>	
A. <i>Bodily Injury</i>	
a. <i>each person</i>	<i>\$1,000,000</i>
b. <i>each accident</i>	<i>\$1,000,000</i>
B. <i>Property Damage</i>	<i>\$1,000,000</i>
C. <i>Combined Single Limit</i>	<i>\$1,000,000</i>
D. <i>Umbrella</i>	<i>\$1,000,000</i>

**f. Required Commitments by Contractors / Payment.**

- a. Contractors submitting proposals pursuant to this RFP shall be required to commit to the execution of a contract for the work in the form required by the City, which form of contract is included with this RFP.
- b. Contractors submitting proposals pursuant to this RFP shall be required to commit to the commencement of the work comprising the above-described contractual services after awarded on and shall be required to commit to the contract to begin **August 29, 2023 and end December 31, 2023.**

**g. Sales Tax.**

The City will issue special sales tax exemption certificates to the contractor awarded the contract to perform the work and to its subcontractors, pursuant to Iowa Code Section 422.42, (15) and (16) and Iowa Code Section 422.47 (5). The contractor awarded the contract for the work and its subcontractors should present such certificate when procuring materials and equipment for the project and should not pay sales tax for such materials and equipment. Accordingly, the contractor should not include sales tax in its competitive proposal for the work. The city will not accept contractor claims for reimbursement of sales tax, will not attempt to obtain a refund of sales taxes paid from the State of Iowa, and will not reimburse the contractor for any sales taxes mistakenly paid by it or its subcontractors.



## REQUEST FOR PROPOSAL SOIL QUALITY RESTORATION PROJECT

### **h. Evaluation of Competitive Proposals.**

If a quoting contractor does not submit its proposal on the form required by the governmental entity or does not provide all information or documentation or make all commitments required by the governmental entity or does not cause said form to be executed as required by the governmental entity, said proposal shall be determined to be non-responsive and shall be rejected by the governmental entity.

### **i. Execution of Contract Evidence of Insurance.**

Upon the City's determination which contractor has submitted the lowest responsive, responsible proposal, the City will take action to award the contract to that contractor, conditioned upon the contractor's submission, the City's approval, of the contractor's evidence of insurance, and further conditioned upon the contractor's execution of a contract in the form included with this RFP and its approval and execution by the City.



# REQUEST FOR PROPOSAL SOIL QUALITY RESTORATION PROJECT

**Proposal Form  
Request for Proposal  
SQR Project  
City of Polk City, Iowa**

**Company Name** \_\_\_\_\_

**Business Owner** \_\_\_\_\_

**Address** \_\_\_\_\_

**Phone** \_\_\_\_\_

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

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

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

**Date** \_\_\_\_\_

**\*Price per square foot as outlined in the document:**

\_\_\_\_\_

**Please also provide the city with 3 Professional References for successful projects completed. References should include Name of property owner or organization successfully worked with, address and contact information for reference.**



## City of Polk City, Iowa City Council Agenda Communication

**Date:** August 14, 2023  
**To:** Mayor, City Council, & City Manager  
**From:** Karla Hogrefe - Fire Chief  
**Subject:** Part-Time Pay Rate Approval

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**BACKGROUND:** The Fire Department has an opportunity to hire a Firefighter/Paramedic, Kari Davis. Kari has 5 years of experience as a Firefighter and 4 years of experience as a Paramedic. Kari is very ambitious with extra training and looks forward to working with a smaller community. I believe that Kari's experience at other departments will be beneficial at the Polk City Fire Department.

**ALTERNATIVES:** N/A

**FINANCIAL CONSIDERATIONS:** The only impact this will have are the wages during orientation. Once a new employee is oriented, they will only work available shifts.

**RECOMMENDATION:** To hire Kari Davis as a part-time Firefighter/Paramedic and request approval of the pay rate:

Kari Davis, Firefighter/Paramedic at the rate of \$22.66 per hour.

August 14, 2023

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

RE: ANTLER RIDGE PLAT 1  
APPROVAL OF CONSTRUCTION DRAWINGS

Dear Honorable Mayor and City Council:

On behalf of Antler Ridge, LLC., Nilles Associates has submitted the construction drawings for the above referenced plat. These plans represent the first phase of construction for this subdivision, which include 30 single-family lots. The plans include the construction of portions of E. Red Cedar Drive, E. Autumn Trail Avenue, and E. Autumn Trail Circle, along with the associated sanitary sewers, storm sewers, water main and services. A portion of the sanitary sewer, with services, within this plat's boundary was previously approved as part of the "Antler Ridge Sanitary Trunk Sewer – Phase 1" Construction Drawings.

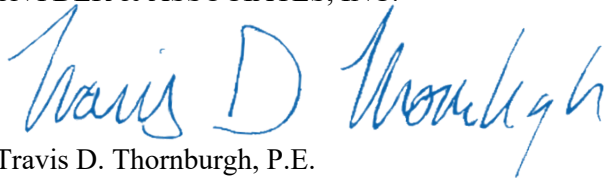
The construction drawings and Storm Water Management Plan appear to be in general conformance with the Subdivision Regulations, SUDAS, and the approved Preliminary Plat. Nilles Associates remains solely responsible for their design and ensuring it is fully compliant with all applicable code and permit requirements. Nilles Associates is also responsible for construction staking and ensuring all locations, grades and slopes conform to the approved construction drawings.

It shall be the developer's responsibility to obtain approval for all necessary permits prior to the start of construction. These permits include, but are not limited to, the Iowa DNR permits for water main and sanitary sewer construction, and the NPDES Storm Water Discharge permit.

We recommend approval of the construction drawings for Antler Ridge Plat 1, subject to approval of cluster mailbox locations by the United States Postal Service. This approval from USPS will be required prior to the scheduling of a pre-construction meeting and the mailbox pads will be constructed as plat improvements. We will be in attendance at the August 14, 2023, City Council meeting should you have questions.

Respectfully submitted,

SNYDER & ASSOCIATES, INC.



Travis D. Thornburgh, P.E.

CC: Chelsea Huisman, City of Polk City  
Mike Schulte, City of Polk City  
John Larson, Antler Ridge, LLC.  
Jake Nilles, Nilles Associates

**RESOLUTION NO. 2023-99**

**A RESOLUTION APPROVING THE CONSTRUCTION DRAWINGS FOR  
ANTLER RIDGE PLAT 1**

---

**WHEREAS**, Nilles Associates, Inc, on behalf of Antler Ridge, LLC, has submitted the Construction Drawings for Antler Ridge Plat 1; and

**WHEREAS**, said Construction Drawings appear to be in general conformance with Polk City's Subdivision Regulations and SUDAS; and

**WHEREAS**, it shall be the Developer's responsibility to obtain approval for all necessary permits prior to the start of construction, including the Iowa DNR permits for the NPDES Storm Water Discharge permit, Water Main Construction, and Sanitary Sewer Construction; and

**WHEREAS**, the Developer's Engineer remains solely responsible for their design and ensuring it is fully compliant with all applicable code requirements and permits; and

**WHEREAS**, the Developer's Engineer is also responsible for construction staking and ensuring all locations, grades and slopes are in conformance with said standards; and

**WHEREAS**, the City Engineer has reviewed said Construction Drawings for Public Improvements and recommended approval of same, subject to approval of the cluster mailbox locations by the United States Postal Service.

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Polk City, Iowa hereby accepts the recommendations of the City Engineer and deems it appropriate to approve the Construction Drawings for Antler Ridge Plat 1 subject to approval of the cluster mailbox location by the United States Postal Service and obtaining all necessary permits and approvals prior to commencing construction.

**PASSED AND APPROVED** the 14 day August 2023.

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Steve Karsjen, Mayor

ATTEST:

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Jenny Coffin, City Clerk



# ANTLER RIDGE PLAT 1 AKA PHASE 1A ON PRELIMINARY PLAT

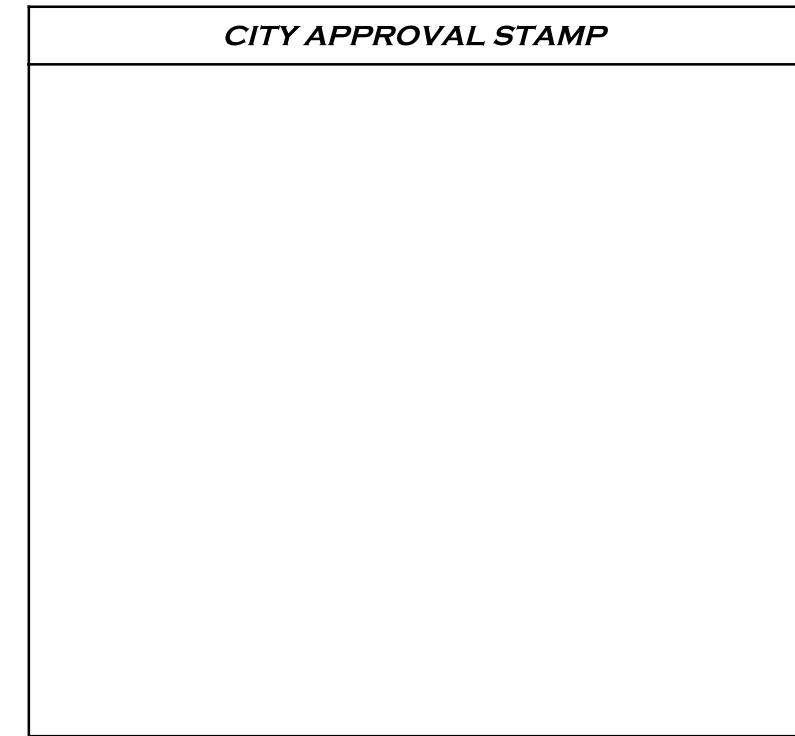
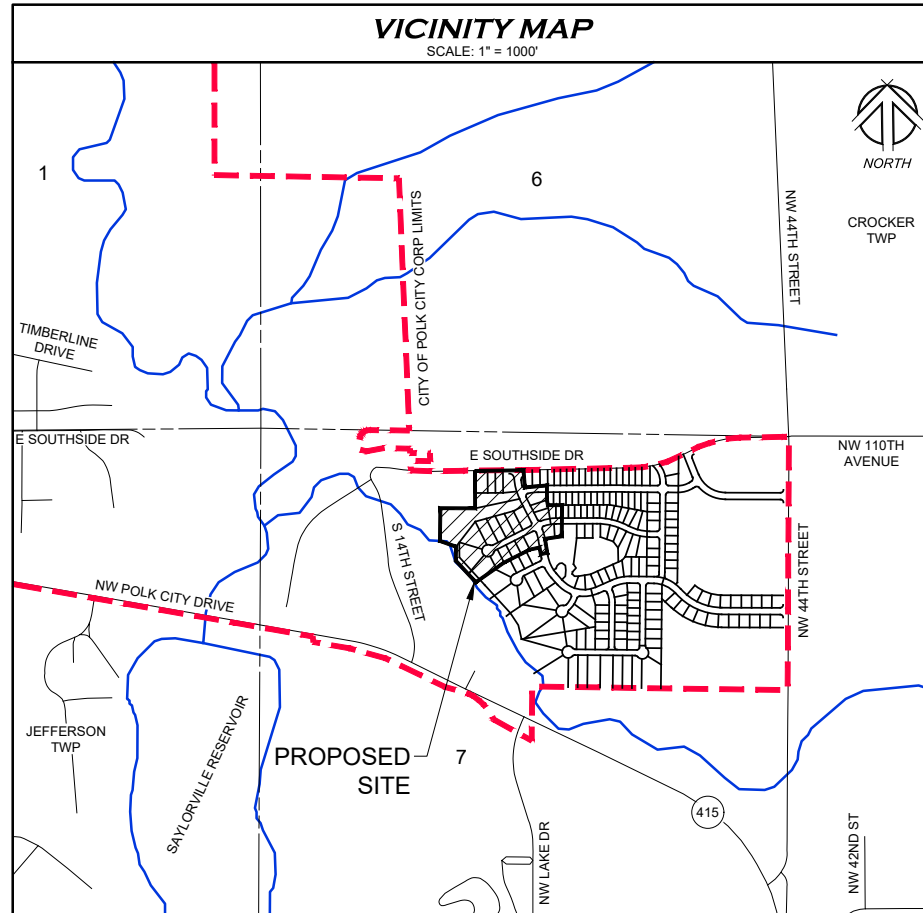
## POLK CITY, IOWA

### PLANS FOR PUBLIC IMPROVEMENTS

#### NAI #22183

SHEET LIST TABLE		
SHEET NO.	SHEET TITLE	DESCRIPTION
1	A.01	TITLE SHEET
2	B.01	TYPICAL SECTIONS & DETAILS
3	B.02	TYPICAL SECTIONS & DETAILS
4	B.03	TYPICAL SECTIONS & DETAILS
5	C.01	GENERAL NOTES
6	C.02	REFERENCE NOTES & QUANTITIES
7	D.01	PLAN & PROFILE - RED CEDAR DRIVE
8	D.02	PLAN & PROFILE - RED CEDAR DRIVE
9	D.03	PLAN & PROFILE - AUTUMN TRAIL DRIVE
10	D.04	PLAN & PROFILE - AUTUMN TRAIL DRIVE
11	D.05	PLAN & PROFILE - EAST PINE RIDGE AVENUE
12	D.06	PLAN & PROFILE - EAST PINE RIDGE AVENUE
12	M.01	PLAN & PROFILE SHEET
13	M.02	PLAN & PROFILE SHEET
14	M.03	PLAN & PROFILE - STORM SEWER
15	M.04	PLAN & PROFILE - SANITARY SEWER
16	M.05	PLAN & PROFILE - SANITARY SEWER
17	M.06	PLAN & PROFILE - STORM SEWER
18	J.01	STRIPPING AND SIGNAGE PLAN
19	L.01	GEOMETRIC & JOINTING DETAILS
20	L.02	GEOMETRIC & JOINTING DETAILS
21	L.03	GEOMETRIC & JOINTING DETAILS
22	L.04	GEOMETRIC & JOINTING DETAILS
23	P.01	PHOTOMETRICS & LIGHTING
24	R.01	REMOVALS & SITE OVERVIEW PLAN
25	R.02	GRADING & EROSION CONTROL PLAN
26	R.03	GRADING & EROSION CONTROL PLAN
27	R.04	HYDRANT RADIUS MAP

UTILITY CONTACTS	
<p>(INS) AUREON NETWORK SERVICES Contact Name: Jeff Klocko Contact Phone: 515-830-0445 Contact Email: Jeff.Klocko@aureon.com</p> <p>(M52G) MIDAMER-GAS Contact Name: Craig Ranfeld Contact Phone: 515-252-6632 Contact Email: MECDSDesignLocates@midamerican.com</p> <p>(CTLIA01) CENTURYLINK Contact Name: Tom Sturmer Contact Phone: 720-578-8090 Contact Email: Thomas.sturmer@centurylink.com</p> <p>(DWR) DES MOINES METRO WASTEWATER Contact Name: Nick Carter Contact Phone: 515-323-8135 Contact Email: nfcarter@dmgov.org</p> <p>(DWW) DES MOINES WATER WORKS Contact Name: Chris Mylmarik or Jana Hodges Contact Phone: 515-283-8729 Contact Email: onceallmaps@dmww.com</p>	<p>(M57E) MIDAMER-ELEC Contact Name: Craig Ranfeld Contact Phone: 515-252-6632 Contact Email: MECDSDesignLocates@midamerican.com</p> <p>(PCC) POLK CITY, CITY OF Contact Name: Jenny Coffin Contact Phone: 515-984-6233 Contact Email: jcoffin@polkcityia.gov</p> <p>(T12) MEDIACOM Contact Name: Tim Adreon Contact Phone: 515-233-2318 Contact Email: tadreon@mediacomcc.com</p>



**FEMA FLOODPLAIN NOTICE**

PORTIONS OF FEMA FLOODPLAIN ZONE "A" EXTEND INTO OUTLOT 12A, 13A AND 14A. RECORD OF LOT TIE AGREEMENTS TYING THE OUTLOT TO THE ADJACENT LOTS WILL BE REQUIRED AT THE TIME OF FINAL PLATTING.

**SPECIFICATION REFERENCE**

THE 2023 EDITION OF IOWA SUDAS STANDARD SPECIFICATIONS, THE CITY OF POLK CITY SUPPLEMENTAL SPECIFICATIONS, AND IDOT STANDARD SPECIFICATIONS WITH GS-15015 REVISIONS SHALL APPLY TO ALL ASPECTS OF CONSTRUCTION.

**OWNER**

ANTLER RIDGE LLC  
JOHN LARSON  
5721 MERLE HAY ROAD  
JOHNSTON, IOWA 50131  
(515) 491-4090

**DEVELOPER**

ANTLER RIDGE LLC  
JOHN LARSON  
5721 MERLE HAY ROAD  
JOHNSTON, IOWA 50131  
(515) 491-4090

**BENCHMARKS**

1. QUARTER CORNER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 24 WEST; STUBBY NAIL IN CENTERLINE OF NW 44TH STREET. ELEVATION = 965.53 FEET (NAVD88)

LEGEND	
<p>Existing / Proposed</p> <ul style="list-style-type: none"> <li>PCC Portland cement concrete</li> <li>ACC Asphaltic cement concrete</li> <li>FL Pipe flowline elevation</li> <li>RCP Reinforced concrete pipe</li> <li>CMP Corrugated metal pipe</li> <li>CPP Corrugated plastic pipe</li> <li>PVC Polyvinyl chloride pipe</li> <li>CIP Cast iron pipe</li> <li>P.U.E. Public utility easement</li> <li>S.W.F.E. Surface water flowage easement</li> <li>BB Back of curb to back of curb</li> </ul>	<p>Existing / Proposed</p> <ul style="list-style-type: none"> <li>1234 Address</li> <li>1960.0 Spot elevation</li> <li>1960.0 Sanitary sewer manhole</li> <li>1960.0 Cleanout</li> <li>1960.0 Storm sewer manhole</li> <li>1960.0 Storm sewer intake</li> <li>1960.0 Storm sewer beehive</li> <li>1960.0 Flared end section</li> <li>1960.0 Water hydrant</li> <li>1960.0 Water valve</li> <li>1960.0 Water service shut-off</li> <li>1960.0 Water main manhole</li> <li>1960.0 Monitoring well</li> <li>1960.0 Yard hydrant</li> <li>1960.0 Well</li> <li>1960.0 Gas meter</li> <li>1960.0 Gas valve</li> <li>1960.0 Air conditioning unit</li> <li>1960.0 Electric manhole</li> <li>1960.0 Electric meter</li> <li>1960.0 Electric pedestal</li> <li>1960.0 Electric transformer</li> <li>1960.0 Utility hand hole</li> <li>1960.0 Utility pole</li> <li>1960.0 Utility pole with light</li> <li>1960.0 Light pole</li> <li>1960.0 Guy wire</li> <li>1960.0 Traffic signal</li> <li>1960.0 Traffic signal with light</li> <li>1960.0 Traffic manhole</li> <li>1960.0 Communication pedestal</li> <li>1960.0 Telephone booth</li> <li>1960.0 TV pedestal</li> <li>1960.0 Billboard sign</li> <li>1960.0 Street sign</li> <li>1960.0 Down spout</li> <li>1960.0 Tree shrub</li> <li>1960.0 Deciduous tree and trunk diameter</li> <li>1960.0 Coniferous tree and trunk diameter</li> </ul>

**EXISTING UTILITY NOTE**

THE CONTRACTOR SHALL NOTIFY IOWA ONE CALL NO LESS THAN 48 HOURS IN ADVANCE OF ANY DIGGING OR EXCAVATION.

WHERE PUBLIC UTILITY FIXTURES ARE SHOWN AS EXISTING ON THE PLANS OR ENCOUNTERED WITHIN THE CONSTRUCTION AREA, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE OWNERS OF THOSE UTILITIES PRIOR TO THE BEGINNING OF ANY CONSTRUCTION. THE CONTRACTOR SHALL AFFORD ACCESS TO THESE FACILITIES FOR NECESSARY MODIFICATION OF SERVICES UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS, AND THEREFORE THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS POSSIBLE THERE MAY BE OTHERS, THE EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN OR SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THEIR EXISTENCE AND EXACT LOCATION AND TO AVOID DAMAGE THERETO. NO CLAIMS FOR ADDITIONAL COMPENSATION WILL BE ALLOWED TO THE CONTRACTOR FOR ANY INTERFERENCE OR DELAY CAUSED BY SUCH WORK.

**CONSTRUCTION SCHEDULE**

GRADING	SUMMER 2023
UTILITY INSTALLATION	SUMMER 2023
PAVING INSTALLATION	FALL 2023
FINISH GRADING	FALL 2023

**CERTIFICATIONS**

LICENSED PROFESSIONAL ENGINEER

JACOB T. NILLES

26369

IOWA

I hereby certify that this engineering document was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Iowa.

Signature: *Jacob T. Nilles*      **8/10/2023**

Name: Jacob T. Nilles, P.E. No. 26369      Date

My license renewal date is December 31, 2023

Pages or sheets covered by this seal: 1-27

1933 SW MAGAZINE ROAD  
ANKENY, IOWA 50023-2555  
(515) 965-0123 phone - (515) 965-3322 fax  
Civil Engineering - Land Surveying  
Landscape Architecture

NILLES ASSOCIATES

REVISIONS

1) INCORPORATES TO ALL SHEETS.  
2) (08/10/2023) REVISIONS PER CITY OF POLK CITY COMMENTS.  
3) (08/10/2023) REVISIONS PER CITY OF POLK CITY COMMENTS.  
4) (08/10/2023) REVISIONS PER CITY OF POLK CITY COMMENTS.  
5) (08/10/2023) REVISIONS PER CITY OF POLK CITY COMMENTS.  
6) (08/10/2023) REVISIONS PER CITY OF POLK CITY COMMENTS.  
7) (08/10/2023) REVISIONS PER CITY OF POLK CITY COMMENTS.

NOTE: NILLES ASSOCIATES, INC. WARRANTS ANY PROFESSIONAL SERVICES PROVIDED BY US TO BE FREE FROM FAULT OR NEGLIGENCE IN THE PERFORMANCE OF OUR PROFESSIONAL SERVICES. THE ENGINEERING AND SURVEYING SERVICES PROVIDED BY US ARE SUBJECT TO OUR STANDARD TERMS AND CONDITIONS OF SERVICE, WHICH ARE AVAILABLE ON OUR WEBSITE (WWW.NILLESASSOCIATES.COM) OR UPON REQUEST. OUR SERVICES ARE PROVIDED AS A PROFESSIONAL SERVICE AND ARE NOT TO BE USED FOR ANY OTHER PURPOSES. OUR SERVICES ARE PROVIDED AS A PROFESSIONAL SERVICE AND ARE NOT TO BE USED FOR ANY OTHER PURPOSES. OUR SERVICES ARE PROVIDED AS A PROFESSIONAL SERVICE AND ARE NOT TO BE USED FOR ANY OTHER PURPOSES.

PROJECT NAME: ANTLER RIDGE PLAT 1  
AKA PHASE 1A ON PRELIMINARY PLAT - POLK CITY, IOWA

DESCRIPTION: TITLE SHEET

NAI NO.: 22183

DATE: 8/10/2023

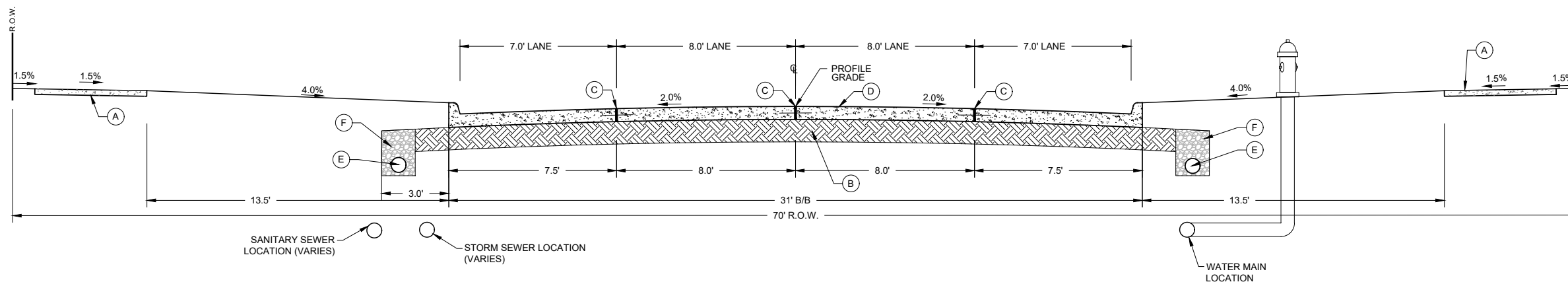
DRAWN BY: BLH

CHECKED BY: JTN

SHEET SIZE: 24" X 36"

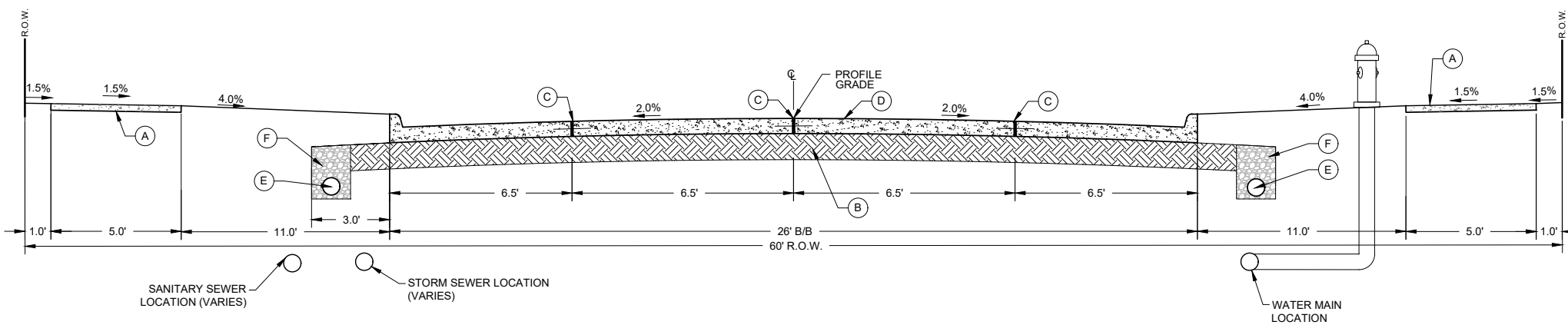
SHEET TITLE: A.01

SHEET NO.: 1/27



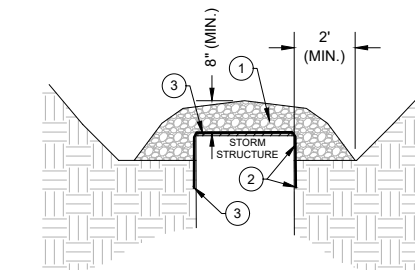
- (A) FUTURE 5' SIDEWALK
- (B) 12" SUBGRADE PREPARATION (2 - 6" LIFTS PER SUDAS)
- (C) TYPE "L-1" JOINT
- (D) 7" CONTINUOUSLY REINFORCED PCC PAVEMENT
- (E) 6" SUBDRAIN. (2" ABOVE BOTTOM OF POROUS BACKFILL)
- (F) POROUS BACKFILL. EXTEND 30" BELOW PAVEMENT. REFER TO SUDAS 4040.231 - CASE B, TYPE 1.

**D-1** 31' B/B CROSS SECTION - E RED CEDAR DRIVE & E ANTLER RIDGE AVENUE  
SCALE: 1" = 3'



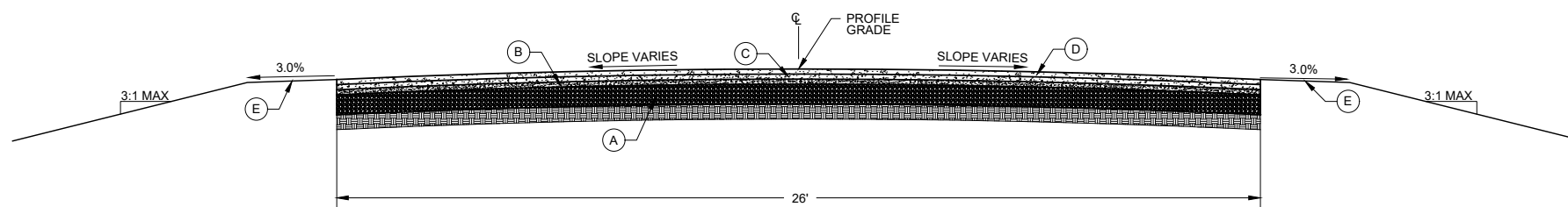
- (A) FUTURE 5' SIDEWALK
- (B) 12" SUBGRADE PREPARATION (2 - 6" LIFTS PER SUDAS)
- (C) TYPE "L-1" JOINT
- (D) 6" CONTINUOUSLY REINFORCED PCC PAVEMENT
- (E) 6" SUBDRAIN. (2" ABOVE BOTTOM OF POROUS BACKFILL)
- (F) POROUS BACKFILL. EXTEND 30" BELOW PAVEMENT. REFER TO SUDAS 4040.231 - CASE B, TYPE 1.

**D-2** 26' B/B CROSS SECTION - E AUTUMN TRAIL AVENUE & E AUTUMN TRAIL CIRCLE  
SCALE: 1" = 3'



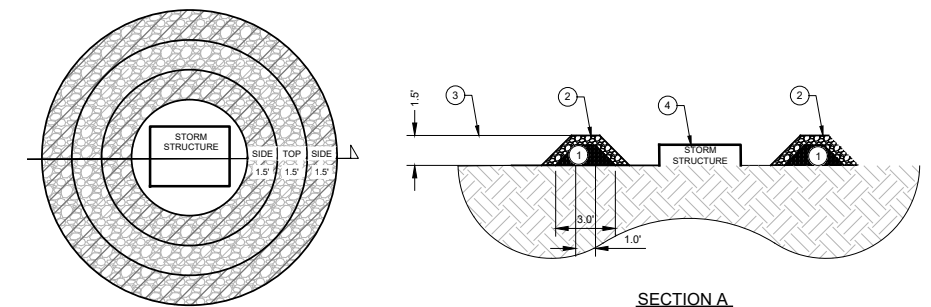
- (1) 1-INCH CLEAN STONE
  - (2) SILT FENCE, BURY END 18" (MIN.)
  - (3) STEEL SURFACE
- \*NOTE: MAINTAIN ROCK INLET FILTERS. REPLACE FABRIC AND/OR ROCK WHEN NEEDED

**R-1** ROCK INLET FILTER  
NOT TO SCALE



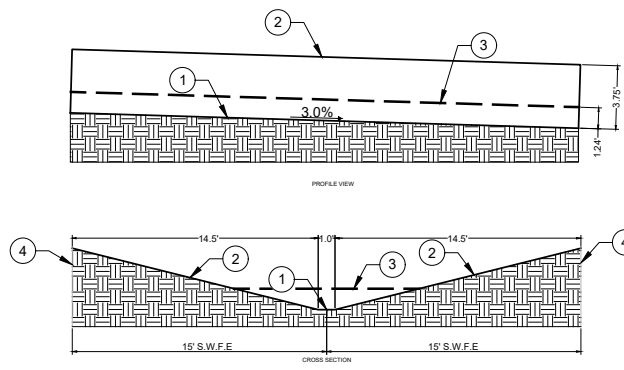
- (A) 8" GRANULAR SUBBASE. REFER TO SHEETS L.01 AND L.02 FOR BOUNDARIES OF HMA OVERLAY AND WIDENING. RE-GRADE EXISTING E. SOUTHSIDE DRIVE AS NECESSARY TO MATCH PROPOSED GRADING.
- (B) 3" HMA BASE COURSE
- (C) 3" HMA INTERMEDIATE COURSE
- (D) 3" HMA SURFACE COURSE
- (E) 4' SHOULDER AT 3% MAX SLOPE.

**D-3** 26' CURBLESS HMA CROSS SECTION - E SOUTHSIDE DRIVE  
SCALE: 1" = 3'



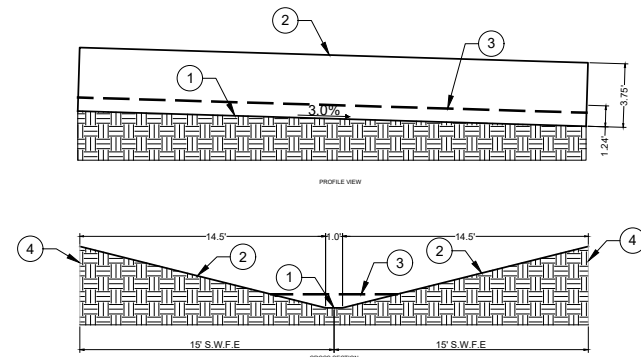
- (1) 1-INCH CLEAN STONE, TO FORM 1-FOOT HIGH MIN. X 1-FOOT WIDE MIN. CORE.
- (2) EROSION CONTROL STONE, 6-INCHES THICK, ON TOP AND SIDES OF BERM.
- (3) FINISH GRADE SURFACE.
- (4) REFER TO D AND M SHEETS FOR TOP OF STRUCTURE ELEVATIONS.

**R-2** ROCK BERM  
NOT TO SCALE



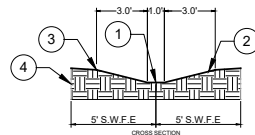
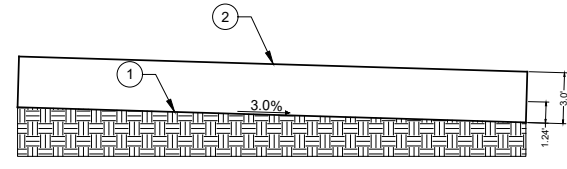
- 1 BOTTOM OF SWALE
- 2 SWALE SIDE SLOPES 4:1 MINIMUM SLOPE.
- 3 100-YR STORM HIGH-WATER ELEVATION = 1.24'.
- 4 EDGE OF SURFACE WATER FLOWAGE EASEMENT. EASEMENT HAS A TOTAL WIDTH OF 30'.

**S-1** SWALE DETAIL S5001-S5002  
NOT TO SCALE



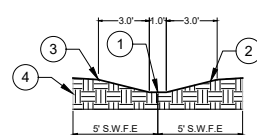
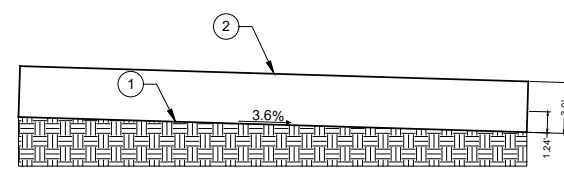
- 1 BOTTOM OF SWALE
- 2 SWALE SIDE SLOPES 4:1 MINIMUM SLOPE.
- 3 100-YR STORM HIGH-WATER ELEVATION = 0.79'.
- 4 EDGE OF SURFACE WATER FLOWAGE EASEMENT. EASEMENT HAS A TOTAL WIDTH OF 30'.

**S-2** SWALE DETAIL S5002-S5003  
NOT TO SCALE



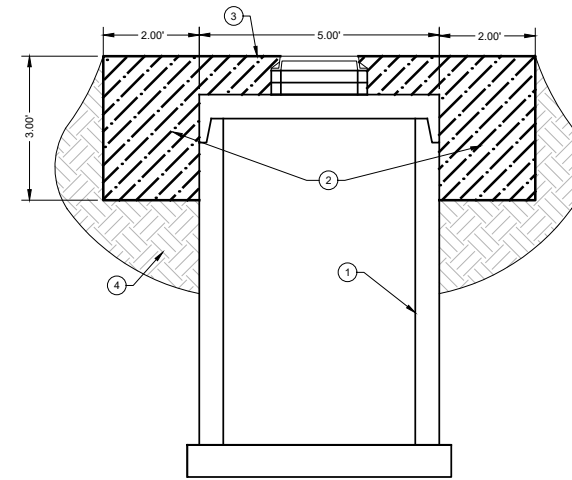
- 1 BOTTOM OF SWALE
- 2 SWALE SIDE SLOPES 4:1 MINIMUM SLOPE.
- 3 TOP EDGE OF SWALE
- 4 EDGE OF SURFACE WATER FLOWAGE EASEMENT. EASEMENT HAS A TOTAL WIDTH OF 10'.

**S-3** SWALE DETAIL SIDE YARD OF LOT 28/29  
NOT TO SCALE

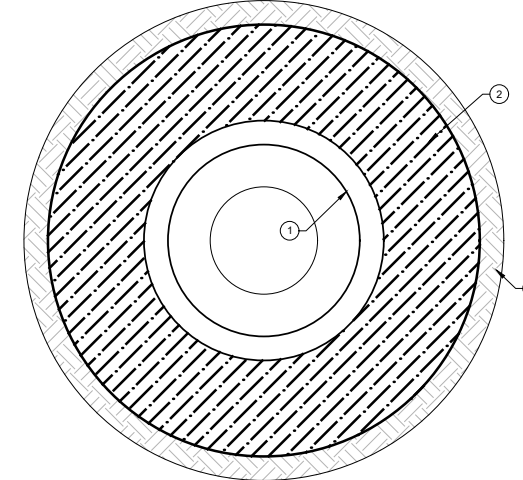


- 1 BOTTOM OF SWALE
- 2 SWALE SIDE SLOPES 4:1 MINIMUM SLOPE.
- 3 TOP EDGE OF SWALE
- 4 EDGE OF SURFACE WATER FLOWAGE EASEMENT. EASEMENT HAS A TOTAL WIDTH OF 10'.

**S-4** SWALE DETAIL SIDE YARD OF LOT 29/30  
NOT TO SCALE



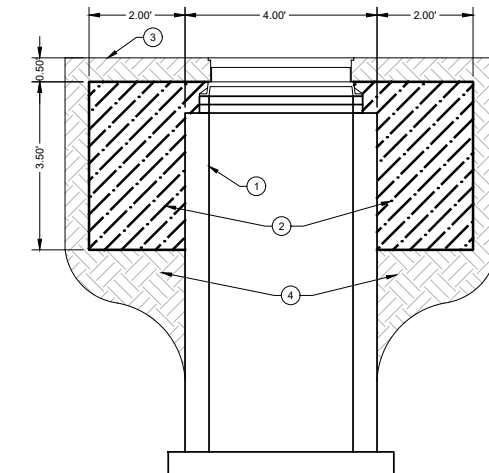
PROFILE VIEW



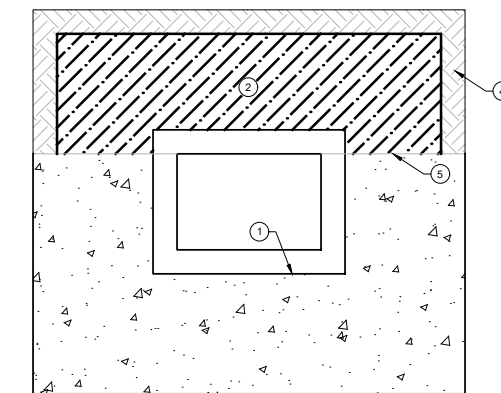
PLAN VIEW

- 1 AREA INTAKE / MANHOLE STRUCTURE.
- 2 2' WIDE SPECIAL BACKFILL SECTION PLACED ON ALL SIDES OF STRUCTURE. EXTEND SPECIAL BACKFILL 3' BELOW FINISHED GRADE.
- 3 FINISH GRADE SURFACE.
- 4 STANDARD BACKFILL.

**G-1** SPECIAL BACKFILL FOR STORM STRUCTURES  
NOT TO SCALE



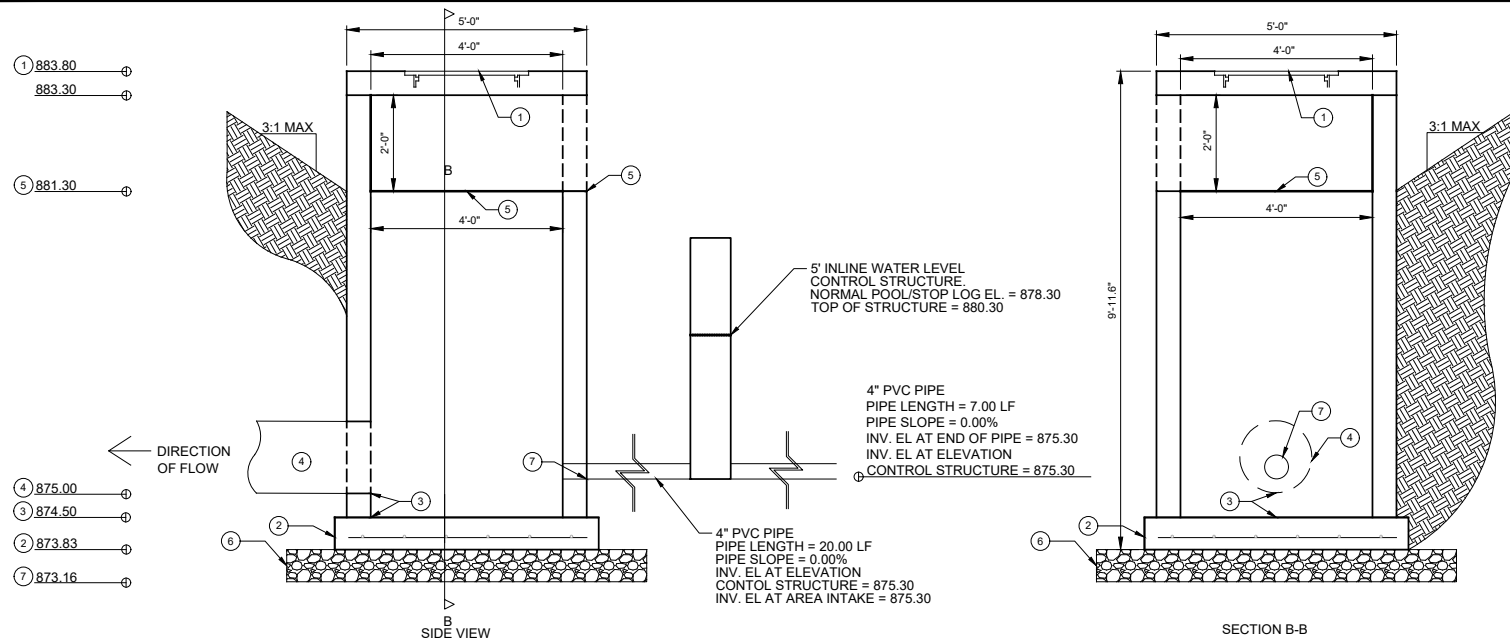
PROFILE VIEW



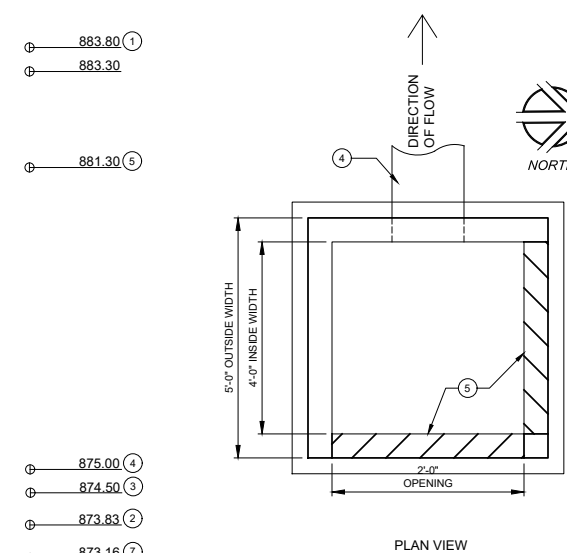
PLAN VIEW

- 1 INTAKE STRUCTURE.
- 2 2' WIDE SPECIAL BACKFILL SECTION PLACED ON ALL SIDES OF STRUCTURE. EXTEND SPECIAL BACKFILL 3.5' DEEP, STARTING AT 0.5' BELOW FINISHED GRADE.
- 3 FINISH GRADE SURFACE.
- 4 STANDARD BACKFILL.
- 5 EDGE OF PAVEMENT.

**G-2** SPECIAL BACKFILL FOR CURB INTAKES  
NOT TO SCALE

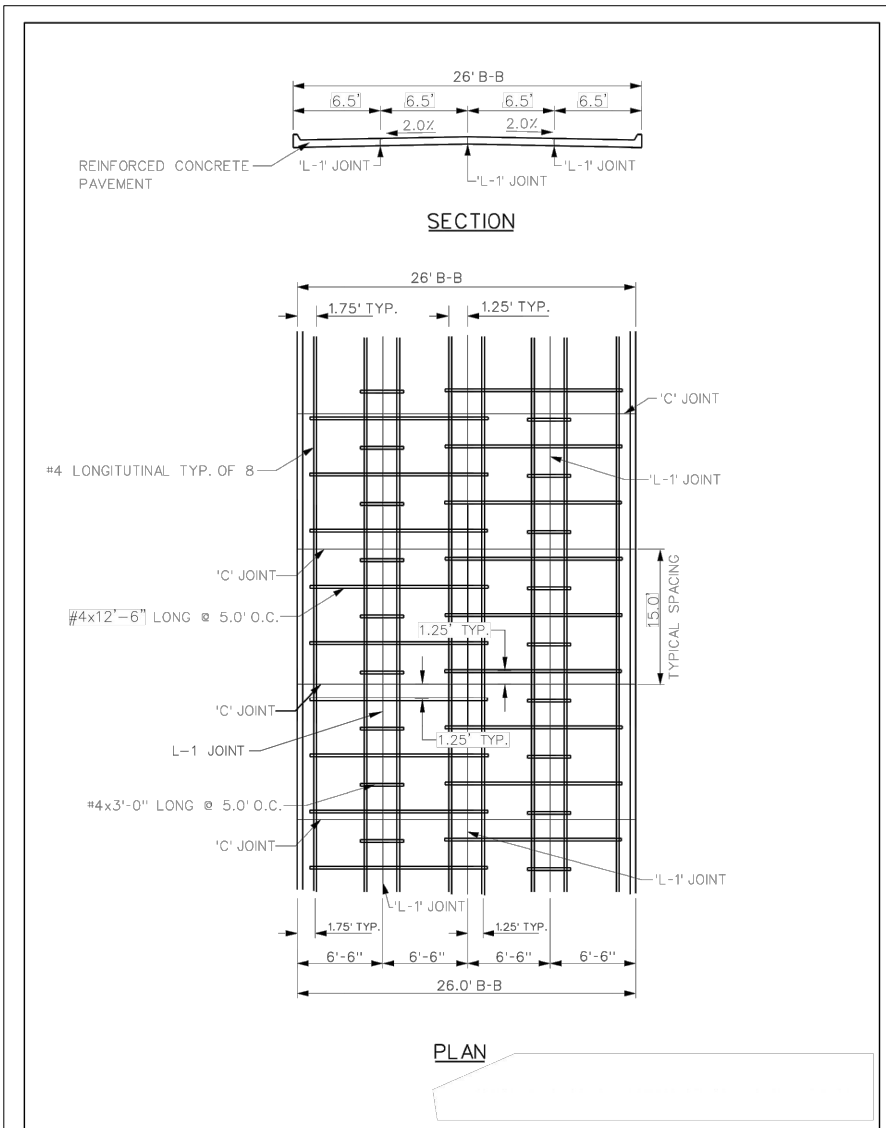


**U-1** STRUCTURE S1 - OPEN SIDED AREA INTAKE BASIN A OUTLET STRUCTURE (SIDE, SECTION, AND PLAN VIEW)  
NOT TO SCALE



- 883.80 1
- 883.30
- 881.30 5
- 875.00 4
- 874.50 3
- 873.83 2
- 873.16 7

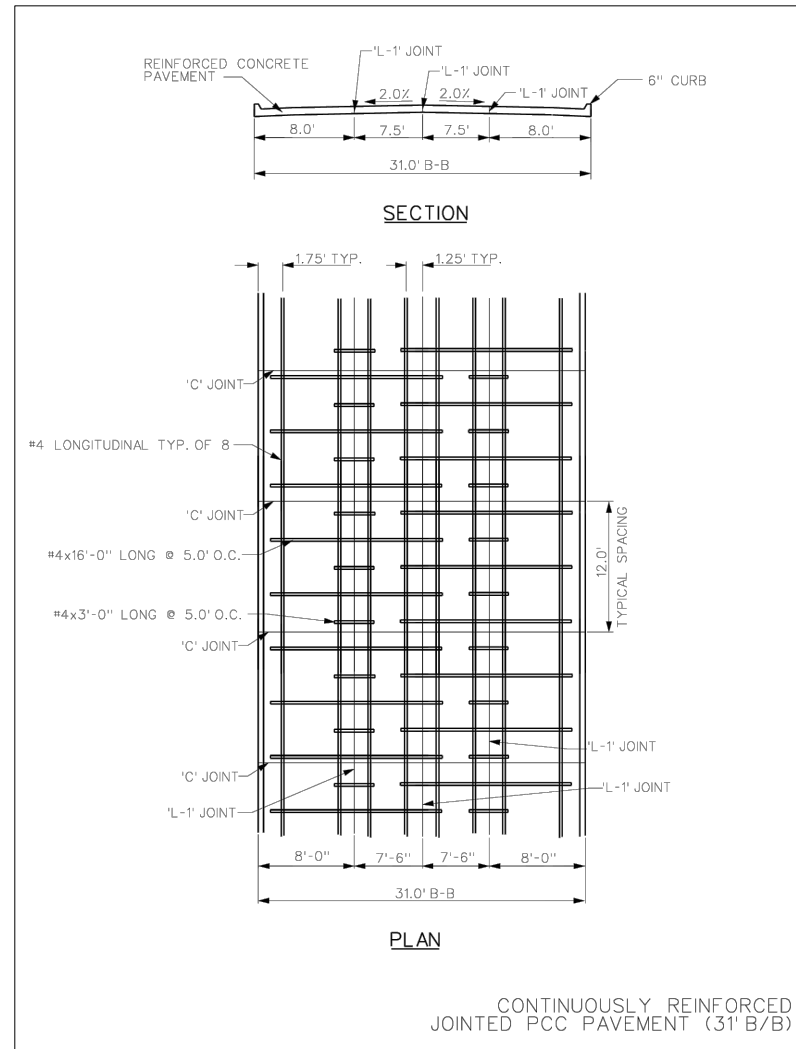
- 1 SW-602 TYPE G MANHOLE CASTING. CASTING RIM ELEVATION = 883.80
- 2 POUR 8" THICK CONCRETE MANHOLE BASE. ENCASE REBAR MAT W/ #4 BARS AT 12" SPACING IN EACH DIRECTION.
- 3 PROVIDE 6" SUMP DEPTH BELOW INVERT OF PIPE.
- 4 PROPOSED 18" RCP OUTLET PIPE. INVERT ELEVATION = 875.00. PIPE SLOPE = 1.00%
- 5 48" WIDE X 24" TALL RECTANGULAR WEIR OPENING. CREST ELEVATION = 881.30.
- 6 PLACE 8" MINIMUM OF CLASS I ROCK BEDDING MATERIAL.
- 7 4" PVC INLET PIPE WITH INLINE WATER LEVEL CONTROL STRUCTURE. PRIOR TO PROJECT COMPLETION, SET STOP LOGS TO ESTABLISH PERMANENT POOL AT 878.30.



**26' B-B CONTINUOUSLY REINFORCED JOINTED PCC PAVEMENT**

NOT TO SCALE

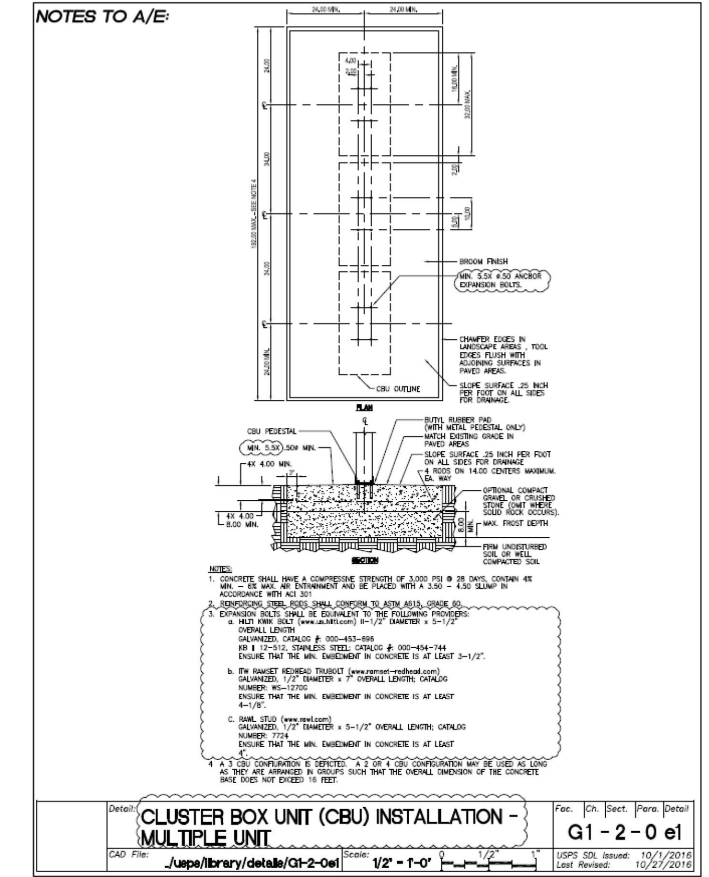
**P-1** 26' B-B PCC PAVEMENT  
NOT TO SCALE



**CONTINUOUSLY REINFORCED JOINTED PCC PAVEMENT (31' B/B)**

**P-2** 31' B-B PCC PAVEMENT  
NOT TO SCALE

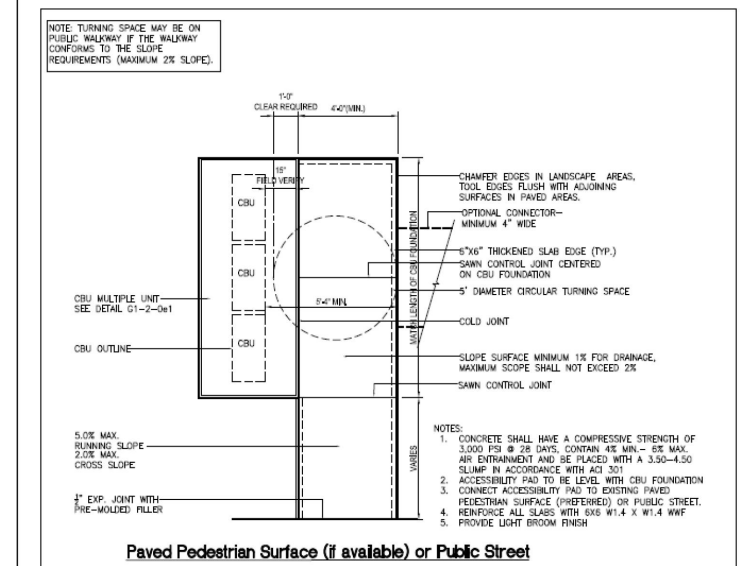
**APPENDIX B – Cluster Box Unit Installation Multiple Unit**



**CLUSTER BOX UNIT (CBU) INSTALLATION - MULTIPLE UNIT**  
G1-2-0 e1  
USPS SDI Issued: 10/1/2016  
Last Revised: 10/21/2015

**APPENDIX D – Cluster Box Unit Access Maneuvering Space – Single Unit**

**NOTES TO A/E:**  
1. IF THE ACCESSIBLE ROUTE FROM THE CBU(S) CONNECTS WITH A STREET OR OTHER PAVED SURFACE AT A VERTICAL CURB, A CURB RAMP SHOULD BE INSTALLED IN ACCORDANCE WITH RE-4 REQUIREMENTS.



**CLUSTER BOX UNIT (CBU) ACCESS MANEUVERING SPACE - MULTIPLE UNIT**  
G1-2-0 e3  
USPS SDI Issued: 10/1/2016  
Last Revised: 7/14/2016

**P-3** CLUSTER MAILBOX PAD CONSTRUCTION DETAILS  
NOT TO SCALE

GENERAL NOTES		
ITEM NO.	REFERENCE	DESCRIPTION
GN		GENERAL NOTE NO 1 ONE WEEK PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY: SNYDER & ASSOCIATES CITY OF POLK CITY DEVELOPER ENGINEER IOWA ONE-CALL
GN		GENERAL NOTE NO 2 THE CONTRACTOR SHALL NOTIFY THE POLK CITY PUBLIC WORKS DIRECTOR AND SNYDER & ASSOCIATES PRIOR TO COMMENCING CONSTRUCTION AND PRIOR TO UTILITY CONSTRUCTION, SUBGRADE PREPARATION, MAIN LINE PAVING AND BOX-OUT PAVING.
GN		GENERAL NOTE NO 3 ALL DESIGN AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE STATEWIDE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, CURRENT AT THE COMMENCEMENT OF CONSTRUCTION.
GN		GENERAL NOTE NO 4 THE CONTRACTOR, DEVELOPER, AND DEVELOPER'S ENGINEER SHALL ATTEND A PRE-CONSTRUCTION CONFERENCE WITH THE CITY AND SNYDER & ASSOCIATES PRIOR TO COMMENCEMENT OF CONSTRUCTION.
GN		GENERAL NOTE NO 5 ALL IOWA DNR AND IOWA DOT PERMITS SHALL BE OBTAINED PRIOR TO THE START OF CONSTRUCTION. THE DEVELOPER IS RESPONSIBLE FOR OBTAINING THE NECESSARY NPDES STORM WATER DISCHARGE PERMIT AND FOR MAINTAINING EROSION CONTROL MEASURES IN CONFORMANCE WITH THE SWPPP.
GN		GENERAL NOTE NO 6 THE CONTRACTOR SHALL PROVIDE ALL SHOP DRAWINGS AND MATERIALS SUBMITTALS TO THE DEVELOPER'S ENGINEER FOR REVIEW AND APPROVAL. THE DEVELOPER'S ENGINEER THEN SHALL PROVIDE TO SNYDER & ASSOCIATES PRIOR TO THE PRE-CONSTRUCTION CONFERENCE. MATERIAL SUBMITTALS SHALL INCLUDE MANUFACTURER'S CUT SHEETS, OR SIMILAR, OF PIPE MATERIALS FOR ALL UTILITIES AND UTILITY SERVICE LINES, FIRE HYDRANTS, VALVES, CURB STOPS, SUBDRAIN PIPE MATERIALS, CLEAN-OUTS, APRON GUARDS, CONCRETE MIX, MATURITY CURVES OR OTHER ACCEPTABLE TESTING. SHOP DRAWINGS SHALL INCLUDE MANHOLES, INTAKES, BOX CULVERTS, FENCING/GUARD RAILS AND OTHER SPECIALTY CONSTRUCTION ITEMS.
GN		GENERAL NOTE NO 7 THE DEVELOPER'S ENGINEER SHALL IMMEDIATELY NOTIFY SNYDER & ASSOCIATES AND THE CONSTRUCTION OBSERVER IF FIELD CONDITIONS DO NOT MATCH THE APPROVED CONSTRUCTION DRAWINGS. THESE CONDITIONS MAY INCLUDE, BUT ARE NOT LIMITED TO, STAKING DISCREPANCIES OF MORE THAN 0.2' VERTICAL OR 1.0' HORIZONTAL. DISCOVERY OF PIPES AND/OR FIELD TILES NOT SHOWN ON PLANS ELEMENTS SHOWN ON PLANS THAT ARE MISSING IN THE FIELD, OR OTHER DISCREPANCIES BETWEEN THE APPROVED PLANS AND FIELD CONDITIONS.
GN		GENERAL NOTE NO 8 THE CONTRACTOR SHALL VERIFY THE LOCATION AND PROTECT ALL UTILITIES AND STRUCTURES. DAMAGE TO UTILITIES AND STRUCTURES SHALL BE REPAIRED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE CITY AND THE OWNER.
GN		GENERAL NOTE NO 9 THE CONTRACTOR SHALL CONDUCT CLEAN-UP OPERATIONS ON EXISTING STREETS AND ADJACENT PRIVATE PROPERTY AT THE END OF EACH WORKING DAY OR MORE OFTEN AS DIRECTED BY THE CITY.
GN		GENERAL NOTE NO 10 THE CONTRACTORS SHALL PROVIDE 4-YEAR MAINTENANCE BONDS, IN AN AMOUNT EQUAL TO THE COST OF CONSTRUCTION, FOR THE PAVING AND FOR WATER MAINS, SANITARY SEWERS, STORM SEWERS, INCLUDING ALL UTILITY SERVICE LINES. THE MAINTENANCE BONDS SHALL BE PROVIDED TO THE CITY ENGINEER PRIOR TO COUNCIL ACCEPTANCE OF THE PUBLIC IMPROVEMENTS.
GN		GENERAL NOTE NO 11 THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECORDING THE AS-BUILT LOCATION OF ALL SANITARY SEWER, SUMP AND WATER MAIN SERVICES. A TABLE DIMENSIONING THE DISTANCE FROM THE NEAREST PROPERTY CORNER TO EACH SERVICE SHALL BE PROVIDED TO THE CITY ENGINEER PRIOR TO COUNCIL ACCEPTANCE OF THE PUBLIC IMPROVEMENTS.
GN		GENERAL NOTE NO 12 THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING AND MAINTAINING TRAFFIC CONTROL IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
GN		GENERAL NOTE NO 13 HANDICAP RAMPS, IF ANY, FOR DESIGNATED BIKE TRAILS SHALL HAVE BRICK RED TRUNCATED DOMES. ALL OTHER HANDICAP RAMPS SHALL HAVE CHARCOAL GRAY TRUNCATED DOMES FOR DETECTABLE WARNINGS.
GN		GENERAL NOTE NO 14 THE DEVELOPER SHALL BE RESPONSIBLE FOR REIMBURSING THE CITY OF POLK CITY FOR MATERIALS COSTS FOR ALL STREET SIGNS WITHIN THIS PLAT.
GN		GENERAL NOTE NO 15 THE DEVELOPER'S ENGINEER SHALL PROVIDE AS-BUILT MYLARS, CAD FILES IN ELECTRONIC FORMAT, AND PDF FILES OF THE FULL RECORD DRAWINGS SET TO THE CITY ENGINEER PRIOR TO ACCEPTANCE OF THE PUBLIC IMPROVEMENTS. RECORD DRAWINGS SHALL INCLUDE FLOW LINE ELEVATIONS OF ALL SWALES AT EACH PROPERTY LINE AS PER CITY CODE.
GN		GENERAL NOTE NO 16 THE DEVELOPER'S SURVEYOR SHALL PROVIDE A STATEMENT TO THE CITY ENGINEER CERTIFYING THAT ALL PROPERTY CORNERS HAVE BEEN SET PRIOR TO COUNCIL ACCEPTANCE OF THE PUBLIC IMPROVEMENTS.
GN		GENERAL NOTE NO 17 ALL 8" SANITARY SEWER SHALL BE PVC PIPE WITH CLASS "B" BEDDING UNLESS OTHERWISE NOTED ON THE DRAWINGS.
GN		GENERAL NOTE NO 18 PROVIDE SANITARY SEWER SERVICE RISERS AS REQUIRED.
GN		GENERAL NOTE NO 19 THE CONTRACTOR SHALL INSTALL SEWER TAPE AT THE END OF EACH SANITARY SEWER SERVICE.
GN		GENERAL NOTE NO 20 ALL INVERTS LOCATED AT AN ELEVATION ABOVE THE CENTERLINE OF THE EXISTING THROUGH PIPE AND LESS THAN 2.0' ABOVE THE MANHOLE FLOOR SHALL HAVE A POURED-IN-PLACE SLOPED INVERT.
GN		GENERAL NOTE NO 21 ALL MANHOLES WITHIN PAVEMENT SHALL HAVE A TYPE "B" ADJUSTABLE CASTINGS. ALL MANHOLES NOT WITHIN PAVEMENT SHALL HAVE A TYPE "A" NON-ADJUSTABLE CASTINGS.
GN		GENERAL NOTE NO 22 ALL MANHOLES SHALL HAVE I/I BARRIERS.
GN		GENERAL NOTE NO 22 CORE DRILL ALL CONNECTIONS TO EXISTING MANHOLES AND PROVIDE SLOPE INVERT.
GN		GENERAL NOTE NO 23 ALL 4" AND 6" SANITARY SEWER SERVICES SHALL BE SDR 23.5 IN ACCORDANCE WITH URBAN STANDARD SPECIFICATIONS. ALL SERVICE LINES SHALL BE EXTENDED 10' INSIDE LOT LINES UNLESS OTHERWISE NOTED ON PLANS.
GN		GENERAL NOTE NO 24 ALL SERVICES AND 8-INCH STUB OUTS SHALL BE CAPPED.
GN		GENERAL NOTE NO 25 MANHOLE STEPS ARE REQUIRED IN ALL SANITARY SEWER MANHOLES.
GN		GENERAL NOTE NO 26 MANHOLE COVERS SHALL HAVE RAISED DIAMOND ROUGHNESS PATTERN.
GN		GENERAL NOTE NO 27 THE CONTRACTOR SHALL JET CLEAN AND VACUUM ANY SECTION OF PIPE, FROM MANHOLE TO MANHOLE WITH MUD OR DEBRIS MORE THAN 1" DEEP, ALONG WITH ANY DOWNSTREAM SEGMENTS AS REQUIRED DUE TO THIS CONSTRUCTION.
GN		GENERAL NOTE NO 28 THE CONTRACTOR SHALL TELEVIEW EVERY SANITARY SEWER LINE AND PROVIDE A COPY OF THE VIDEO FILE IN DIGITAL FORMAT TO SNYDER & ASSOCIATES. USING A 500 GALLON TANK AND GARDEN HOSE, THE CONTRACTOR SHALL GRAVITY FLOW WATER DOWN THE PIPE PRIOR TO TELEVIEWING SO DIPS AND SAGS CAN BE IDENTIFIED. THE CITY SHALL NOTIFY THE CONTRACTOR OF ANY NECESSARY REPAIRS AND/OR CLEANING REQUIRED PRIOR TO COMMENCING PAVING. THE SEGMENTS SHALL THEN BE RE-TELEVIEWED TO DEMONSTRATE PIPES ARE CLEAN, REPAIRS, IF NECESSARY, AND RE-TELEVIEWING SHALL BE AT THE CONTRACTOR'S EXPENSE.
GN		GENERAL NOTE NO 29 CONTRACTOR SHALL SWEEP ALL JOINTS TO REMOVE ROCKS AND DEBRIS FROM THE ENDS OF PIPE PRIOR TO MAKING THE JOINT CONNECTION. REPAIRS, IF NECESSARY, DUE TO ROCKS AND/OR DEBRIS IN JOINT(S) SHALL BE AT THE CONTRACTOR'S EXPENSE.
GN		GENERAL NOTE NO 30 SAGS IN PIPE SHALL NOT EXCEED TOLERANCES AS SPECIFIED BY SUDAS. REPAIRS, IF NECESSARY, AND RE-TELEVIEWING SHALL BE AT THE CONTRACTOR'S EXPENSE.
GN		GENERAL NOTE NO 31 RECONNECT ANY FIELD TILE THAT ARE INTERCEPTED DURING UTILITY CONSTRUCTION.
GN		GENERAL NOTE NO 32 THE CONTRACTOR SHALL TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES OR STRUCTURES AT THE SITE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNERS OF UTILITIES OR STRUCTURES CONCERNING BEFORE STARTING WORK. THE CONTRACTOR SHALL NOTIFY THE PROPER UTILITY IMMEDIATELY UPON DAMAGING ANY UTILITY LINE OR APPURTENANCE, OR IF THERE IS ANY INTERRUPTION OF THEIR SERVICE. IF EXISTING UTILITY LINES ARE ENCOUNTERED THAT CONFLICT IN LOCATION WITH NEW CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE ENGINEER SO THAT THE CONFLICT MAY BE RESOLVED AND APPROVED BY CITY.
GN		GENERAL NOTE NO 33 STRIP TOPSOIL FROM ALL AREAS WHICH ARE TO BE FILLED OR CUT.
GN		GENERAL NOTE NO 34 STOCKPILE SUFFICIENT TOPSOIL TO RESPREAD A MINIMUM DEPTH OF 4-INCHES ON UNPAVED AREAS INCLUDING FRONT, REAR, AND SIDE YARDS OF ALL LOTS.
GN		GENERAL NOTE NO 35 ALL AREAS TO RECEIVE FILL ARE TO BE BENCHED. PREPARE BOTTOM OF BENCH FOR FILL BY DISCING TO A DEPTH OF 6-INCHES.

GENERAL NOTES		
ITEM NO.	REFERENCE	DESCRIPTION
GN		GENERAL NOTE NO 36 ALL SITE GRADING FILL SHALL BE COMPACTED TO A DENSITY THAT IS NOT LESS THAN 95% STANDARD PROCTOR DENSITY.
GN		GENERAL NOTE NO 37 THE MOISTURE CONTENT OF THE FILL MATERIAL SHALL FALL WITHIN A RANGE OF OPTIMUM MOISTURE TO 4% ABOVE OPTIMUM MOISTURE.
GN		GENERAL NOTE NO 38 THE CONTRACTOR SHALL PROTECT AND BACKFILL AROUND UNDERGROUND UTILITIES. BACKFILL SHALL BE IN 6-INCH LIFTS, COMPACTED TO 95% STANDARD PROCTOR DENSITY.
GN		GENERAL NOTE NO 39 MAINTAIN ALL CUT AND FILL AREAS FOR SURFACE DRAINAGE AT ALL TIMES.
GN		GENERAL NOTE NO 40 FINAL GRADES WITHIN PAVED AREAS SHALL BE WITHIN 0.1' OF PLAN GRADE, ALL OTHER AREAS TO BE WITHIN 0.2' OF PLAN GRADE.
GN		GENERAL NOTE NO 41 A MINIMUM OF ONE FOOT OF COMPACTED COHESIVE SUBGRADE SHALL BE PROVIDED BENEATH ALL PAVEMENTS.
GN		GENERAL NOTE NO 42 ALL SLOPES WITHIN PUBLIC EASEMENTS, RIGHT-OF-WAY, PARKS, OR LAND TO BE PUBLICALLY OWNED SHALL BE GRADED TO A 4:1 MAXIMUM SLOPE.
GN		GENERAL NOTE NO 43 ALL SLOPES ON PRIVATE PROPERTY SHALL BE 4:1 MAXIMUM, UNLESS THE SPECIFIC LOCATION(S) HAVE BEEN LABELED AS 3:1, MAXIMUM.
GN		GENERAL NOTE NO 44 ALL EXISTING ROADSIDE DITCHES SHALL BE GRADED TO DRAIN.
GN		GENERAL NOTE NO 45 ALL SWALES WITHIN DRAINAGE OR SURFACE WATER FLOWAGE EASEMENTS SHALL BE GRADED TO A 2% MINIMUM SLOPE, MEASURED ALONG THE FLOWLINE OF SAID SWALE. IF THE AS-BUILT CONDITION OF ANY SWALE HAS LESS THAN 2% MINIMUM SLOPE, A 6" SUBDRAIN WILL BE REQUIRED. THE SUBDRAIN SHALL HAVE CLEAN-OUTS LOCATED NEAR PROPERTY LINES WHERE POSSIBLE, BUT IN NO CASE HAVING A SPACING GREATER THAN 200 FEET.
GN		GENERAL NOTE NO 46 HYDRANTS, MANHOLE COVERS, AND VALVE BOXES SHALL BE SET TO CONFORM TO FINISHED PAVEMENT ELEVATIONS.
GN		GENERAL NOTE NO 47 EXISTING TREES SHALL BE SAVED TO THE EXTENT POSSIBLE TO ACCOMMODATE GRADING, UTILITY AND STREET CONSTRUCTION.
GN		GENERAL NOTE NO 48 EXISTING TREES SHALL BE REMOVED FROM EXISTING AND PROPOSED PUBLIC RIGHT-OF-WAY UNLESS THE PUBLIC WORKS DIRECTOR PROVIDES SPECIFIC APPROVAL TO MAINTAIN CERTAIN TREES WITHIN SAID RIGHT-OF-WAY.
GN		GENERAL NOTE NO 49 CONTRACTOR SHALL OBTAIN A GRADING PERMIT PRIOR TO COMMENCING CONSTRUCTION.
GN		GENERAL NOTE NO 50 THE GEOTECHNICAL ENGINEER SHALL BE PRESENT FOR ALL SUBGRADE PREPARATION OPERATIONS TO DETERMINE APPROPRIATE SUBGRADE STABILIZATION MEASURES TO BE USED PRIOR TO PAVING OPERATIONS.
GN		GENERAL NOTE NO 51 ADDITIONAL RIP-RAP MAY BE REQUIRED AT ANY FES BASED UPON FIELD REVIEW BY THE CITY OF POLK CITY.
GN		GENERAL NOTE NO 52 PROVIDE SUBDRAIN BEHIND BACK OF CURB ON PUBLIC STREETS AS REQUIRED BASED ON SUBSURFACE MOISTURE CONDITIONS. ANY SUBDRAIN CROSSING UNDER THE PAVEMENT SHALL BE RCP PIPE.
GN		GENERAL NOTE NO 53 ALL CURB INTAKES SHALL HAVE TYPE "R" VANE GRATES.
GN		GENERAL NOTE NO 54 ALL INTAKES SHALL BE POURED-IN-PLACE CONCRETE OR PRECAST CONCRETE.
GN		GENERAL NOTE NO 55 ALL 12" AND LARGER STORM SEWER SHALL BE RCP.
GN		GENERAL NOTE NO 56 8-INCH FOOTING DRAINS TO BE PVC, SDR 35.
GN		GENERAL NOTE NO 57 FOOTING DRAIN SERVICES TO BE 4-INCH PVC, SDR 35. EXTEND SERVICES 10' INSIDE LOT UNLESS OTHERWISE NOTED.
GN		GENERAL NOTE NO 58 ALL INTAKES SHALL BE LOCATED A MINIMUM OF 7.5 FEET FROM END OF RETURNS.
GN		GENERAL NOTE NO 59 CORE DRILL ALL CONNECTIONS TO EXISTING STRUCTURES.
GN		GENERAL NOTE NO 60 THE CONTRACTOR SHALL PROVIDE A MINIMUM OF 3'-6" COVER ON ALL STORM SEWER, INCLUDING SUMP SERVICES.
GN		GENERAL NOTE NO 61 INSTALL CONTINUOUS PERFORATED SUBDRAIN IN LOCATIONS SHOWN ON PLANS.
GN		GENERAL NOTE NO 62 ALL SUBDRAIN, 6-INCHES OR SMALLER, SHALL HAVE CRITTER GUARDS.
GN		GENERAL NOTE NO 63 ALL CLEAN-OUTS SHALL BE SET IN A 24" ROUND CONCRETE PAD.
GN		GENERAL NOTE NO 64 FLARED END SECTIONS AND LAST 3 PIPE SECTIONS MUST BE TIED. ALL FLARED END SECTIONS SHALL HAVE 48-INCH FOOTINGS AND APRON GUARD.
GN		GENERAL NOTE NO 65 THE CONTRACTOR SHALL JET CLEAN AND VACUUM ANY SECTION OF PIPE, FROM MANHOLE TO MANHOLE, WITH MUD OR DEBRIS MORE THAN 1" DEEP, ALONG WITH ANY DOWNSTREAM SEGMENTS AS REQUIRED DUE TO THIS CONSTRUCTION.
GN		GENERAL NOTE NO 66 THE CONTRACTOR SHALL TELEVIEW EVERY STORM SEWER LINE AND PROVIDE A COPY OF THE VIDEO IN DIGITAL FORMAT TO SNYDER & ASSOCIATES. USING A 500 GALLON TANK AND GARDEN HOSE, THE CONTRACTOR SHALL GRAVITY FLOW WATER DOWN THE PIPE JUST PRIOR TO TELEVIEWING SO DIPS AND SAGS CAN BE IDENTIFIED. THE CITY SHALL NOTIFY THE CONTRACTOR OF ANY NECESSARY REPAIRS AND/OR CLEANING REQUIRED PRIOR TO COMMENCING PAVING. THE SEGMENTS SHALL THEN BE RE-TELEVIEWED TO DEMONSTRATE PIPES ARE CLEAN, REPAIRS, IF NECESSARY, AND RE-TELEVIEWING SHALL BE AT THE CONTRACTOR'S EXPENSE.
GN		GENERAL NOTE NO 67 PIPE MATERIALS SHALL BE AWWA C900, CLASS 150 PVC.
GN		GENERAL NOTE NO 68 INSTALL NO. 10 STANDARD COPPER TRACER WIRE UNDER PIPE. BRING TRACER WIRE TO SURFACE AT HYDRANTS, TERMINATING IN RECEPTACLE BOX.
GN		GENERAL NOTE NO 69 CONNECT NEW TRACER TO EXISTING USING APPROVED SPLICE KIT AND PROVIDE A GROUND ROD AT END OF TRACER WIRE FOR LOCATION AND EXTENSION IN FUTURE. THE CITY WILL TEST THE TRACER WIRE PRIOR TO ACCEPTANCE OF PLAT AND REPAIRS, IF ANY, SHALL BE AT THE CONTRACTOR'S EXPENSE.
GN		GENERAL NOTE NO 70 HYDRANTS SHALL BE SET 3.5 FEET FROM THE WATER MAIN.
GN		GENERAL NOTE NO 71 ALL VALVES SHALL BE RESILIENT WEDGE GATE VALVES.
GN		GENERAL NOTE NO 72 PRIOR TO CONSTRUCTION, CONTRACTOR SHALL VERIFY THAT FIRE HYDRANTS WILL NOT CONFLICT WITH SIDEWALK CONSTRUCTION.
GN		GENERAL NOTE NO 73 HYDRANTS, MANHOLE COVERS, AND VALVE BOXES SHALL BE SET TO CONFORM TO FINISHED PAVEMENT ELEVATIONS.
GN		GENERAL NOTE NO 74 HYDRANTS TO BE WATROUS PRODUCTS, OPEN LEFT, PAINTED YELLOW.
GN		GENERAL NOTE NO 75 ALL VALVES SHALL BE RESILIENT WEDGE GATE VALVES.
GN		GENERAL NOTE NO 76 WATER SERVICES TO BE 1-INCH COPPER.
GN		GENERAL NOTE NO 77 RISER RODS ARE REQUIRED AT ALL CURB STOPS.
GN		GENERAL NOTE NO 78 STOP BOXES FOR 1" THROUGH 2" WATER SERVICE LINES SHALL INCLUDE A STAINLESS STEEL SELF-CENTERING ROD WITH STAINLESS STEEL COTTER PIN WITHIN THE A STOP BOX HOUSING. ALL STOP BOX INSTALLATIONS SHALL BE COMPLETED IN SUCH A MANNER THAT THE LID IS ALLOWED TO RAISE WITH THE FROST AND LOWER IF DRIVEN OVER WITH OUT DAMAGE TO CURB VALVE. FINISH GRADE OF THE LID SHALL BE LEVEL WITH THE SURROUNDING SURFACE AND DOES NOT PRESENT A HAZARD TO THE PUBLIC.
GN		GENERAL NOTE NO 79 WATER MAIN TO HAVE 5-1/2 FEET BURY, TYPICAL EXCEPT AT CRITICAL CROSSINGS.
GN		GENERAL NOTE NO 80 ALL VALVES SHLL HAVE A VALVE BOX ADAPTER INSTALLED TO MAINTAIN ALIGNMENT.

GENERAL NOTES		
ITEM NO.	REFERENCE	DESCRIPTION
GN		GENERAL NOTE NO 81 THE CONTRACTOR SHALL REMOVE CHAINS ON ALL HYDRANTS.
GN		GENERAL NOTE NO 82 THE CONTRACTOR SHALL WORK WITH THE CITY OF POLK CITY PUBLIC WORKS AND SNYDER & ASSOCIATES WHEN OPERATING EXISTING VALVES. WATER SHALL NOT BE TURNED ON WITHOUT PRIOR APPROVAL OF THE CITY OF POLK CITY.
GN		GENERAL NOTE NO 83 WATER CANNOT BE USED BY THE CONTRACTOR UNLESS IT IS PART OF THE PURIFICATION PROCESS OF THE NEW MAIN. WATER NEEDED FOR ANY REASON AFTER BACTERIA TESTING HAS BEEN COMPLETED AND PASSED WILL NEED PRIOR APPROVAL FROM CITY OF POLK CITY.
GN		GENERAL NOTE NO 84 PROVIDE 2" BLOW-OFF AT THE TERMINAL END OF THE 8" WATER LINE UNLESS HYDRANT HAS BEEN PROVIDED.
GN		GENERAL NOTE NO 85 WATER MAIN SHALL BE PRESSURE TESTED AND CHLORINATED WITH THE CONSTRUCTION OBSERVER PRESENT. RESULTS OF TESTS SHALL BE PROVIDED TO PUBLIC WORKS. IF ANY TESTS DO NOT PASS, THE CONTRACTOR SHALL REIMBURSE THE CITY FOR THE COST OF THE WATER ASSOCIATED WITH RE-TESTING.
GN		GENERAL NOTE NO 86 THE CONTRACTOR SHALL ATTEND A PRE-POUR MEETING WITH THE CITY AND SNYDER & ASSOCIATES PRIOR TO COMMENCING PAVING OPERATIONS. NO PAVING OPERATIONS SHALL BEGIN UNTIL CONTRACTOR HAS RECEIVED AUTHORIZATION FROM SNYDER & ASSOCIATES.
GN		GENERAL NOTE NO 87 THE CONTRACTOR WILL NEED TO PROVIDE COPIES OF ALL TEST RESULTS REPORTING, INCLUDING BUT NOT LIMITED TO A COMPACTION TEST MAP, STORM SEWER TELEVIEWING, AND SANITARY SEWER TELEVIEWING, TO SNYDER & ASSOCIATES FOR REVIEW PRIOR TO REQUESTING THE PRE-POUR MEETING.
GN		GENERAL NOTE NO 88 ALL ELEVATIONS ARE PROPOSED FINISHED GRADE AT TOP OF CURB UNLESS OTHERWISE NOTED.
GN		GENERAL NOTE NO 89 PAVEMENTS SHALL BE 6" CONTINUOUSLY-REINFORCED PCC PAVEMENT UNLESS OTHERWISE NOTED ON THE PLANS.
GN		GENERAL NOTE NO 90 ALL REINFORCING SHALL BE EPOXY-COATED REINFORCING STEEL.
GN		GENERAL NOTE NO 91 ALL STREETS SHALL HAVE 6" INTEGRAL CURBS.
GN		GENERAL NOTE NO 92 PROVIDE CURB DROPS FOR SIDEWALKS AT INTERSECTIONS.
GN		GENERAL NOTE NO 93 CONSTRUCTION OF HANDICAP ACCESSIBLE RAMPS, WITH DETECTIBLE WARNINGS AND INCLUDING COMMON SQUARE, SHALL BE THE RESPONSIBILITY OF THE HOMEOWNER UNLESS OTHERWISE NOTED ON THE PLANS.
GN		GENERAL NOTE NO 94 CONTRACTOR SHALL VERIFY THAT ALL STRUCTURES AND MANHOLES ARE 1' CLEAR OF FUTURE SIDEWALKS. CONTRACTOR SHALL ADJUST ALL STRUCTURES, BOTH EXISTING AND PROPOSED, TO GRADE.

NATIVE BASIN SEED MIXTURE FOR 1.0 ACRE		
Common Name	Scientific Name	Application Rate - lb/acre
<b>Grasses</b>		
Big Bluestem	Andropogon gerardii	1
Blue Joint Grass	Calamagrostis canadensis	1
Brown Fox sedge	Carex vulpinoidea	1/4
Canada Wild Rye	Elymus Canadensis	3
Virginia Wild Rye	Elymus virginicus	3
Dark-green Bulrush	Scirpus atrovirens	1
Field oval sedge	Carex molesta	1/2
Prairie Cordgrass	Spartina pectinata	1/2
Side-oats Grama	Bouteloua curtipendula	3
Switchgrass	Panicum virgatum	1/2
Indiangrass	Sorghastrum nutans	1
Yellow Fox Sedge	Carex annectens	1/2
Oats (Nurse Crop)	Avena sativa	15
Cereal Ryegrass (Nurse Crop)	Secale cereale	15
<b>Forbs (Wildflowers)</b>		
Black-eyed Susan	Rudbeckia hirta	1/2
Blue Vervain	Verbena hastata	1/4
Common Mt. Mint	Pycnanthemum virginianum	1/4
Foxglove Beardtongue	Penstemon digitalis	1/4
Grass-leaved Goldenrod	Euthamia graminifolia	1/8
Great Blue Lobelia	Lobelia siphilitica	1/8
Grey-headed Coneflower	Ratibida pinnata	1/4
Ironweed	Veronica fasciculata	1/4
Partridge Pea	Chamaecrista fasciculata	2
Purple Prairie Clover	Dalea purpurea	1/4
Smooth Blue Aster	Symphoricarum laeve	1/4
Wild Bergamot	Monarda fistulosa	1/4
	<b>Total =</b>	<b>50</b>

1933 SW MAGAZINE ROAD  
ANKENY, IOWA 50023-2555  
(515) 965-0723 phone - (515) 965-3322 fax  
Civil Engineering - Land Surveying  
Landscape Architecture

**NILLES ASSOCIATES**

1. REVISIONS  
2. (08/20/2023) REVISIONS PER CITY OF POLK CITY COMMENTS.  
3. (07/10/2023) REVISIONS PER CITY OF POLK CITY COMMENTS.  
4. (08/10/2023) REVISION PER CITY OF POLK CITY COMMENT.  
5.  
6.  
7.

NOTE: ALL REVISIONS TO ALL SHEETS.  
PROBLEMS WHICH ARISE FROM FAILURE TO  
THE ENGINEER IN THE COUNTY, OR  
TO OBTAIN AND/OR FOLLOW THE ENGINEER'S  
OBSERVATIONS, INCONSISTENCIES, AMBIGUITIES,  
OR CONFLICTS WHICH ARE ALLEGED.

PROJECT NAME: ANTLER RIDGE PLAT 1  
AKA PHASE 1A PRELIMINARY PLAT - POLK CITY, IOWA

NANO: 22183  
DATE: 8/10/2023  
DRAWN BY: BLH  
CHECKED BY: JTN  
SHEET SIZE: 24" X 36"  
SHEET TITLE: C.01  
SHEET NO.: 5/27

GENERAL NOTES

REFERENCE NOTES		
ITEM NO.	REFERENCE	DESCRIPTION
		<b>SECTION 2010 - EARTHWORK, SUBGRADE, AND SUBBASE</b>
2.01	2010-108-A-0	CLEARING AND GRUBBING WORK AND MATERIALS SHALL CONFORM TO SUDAS SECTION 2010.
2.02	2010-108-E-0	TOPSOIL, ON-SITE WORK AND MATERIALS SHALL CONFORM TO SUDAS SECTION 2010. TOPSOIL TO BE REPLACED OVER ALL DISTURBED AREAS WHICH ARE NOT COVERED BY HARD SURFACING.
2.03	2010-108-G-0	SUBGRADE PREPARATION WORK AND MATERIALS SHALL CONFORM TO SUDAS SECTION 2010. AND SHALL BE TESTED PER SUDAS 2010-3.06-B-1 (PROOF ROLL) AND 2010-3.09 (MOISTURE AND DENSITY CONTROL). DEPTH SHALL BE 12-INCH IN TWO (2) 6-INCH LIFTS UNDER PCC PAVEMENT AND 8-INCH IN TWO (2) 4-INCH LIFTS UNDER ASPHALT.
2.04	2010-108-J-0	GRANULAR SUBBASE, 8-IN DEPTH WORK AND MATERIALS SHALL CONFORM TO SUDAS SECTION 2010. AND SHALL BE TESTED PER SUDAS 2010-3.06-B-1 (PROOF ROLL) AND 2010-3.09 (MOISTURE AND DENSITY CONTROL). DEPTH SHALL BE ONE (1) 8-INCH LIFT UNDER HMA PAVEMENT.
2.05	2010-108-J-0	GRANULAR SUBBASE PREP FOR HMA OVERLAY WORK AND MATERIALS SHALL CONFORM TO SUDAS SECTION 2010. AND SHALL BE TESTED PER SUDAS 2010-3.06-B-1 (PROOF ROLL) AND 2010-3.09 (MOISTURE AND DENSITY CONTROL). DEPTH SHALL BE ONE (1) 8-INCH LIFT UNDER HMA PAVEMENT. QUANTITY INCLUDES SUBBASE BED PREPARATION FOR AREAS LABELED AS HMA OVERLAY. IMPORT OR EXPORT OF SUBBASE MATERIAL AND RE-GRADING OF EXISTING E SOUTHSIDE DRIVE TO MATCH PROPOSED GRADING SHALL BE INCIDENTAL TO THIS ITEM.
2.06	2010-108-E-0	EXCAVATION, CLASS 10 WORK AND MATERIALS SHALL CONFORM TO SUDAS SECTION 2010. COMPACT COHESIVE SOILS TO NO LESS THAN 95% MAXIMUM STANDARD PROCTOR DENSITY UNLESS OTHERWISE NOTED IN THE PLANS. CUT = 19,980 CY FILL = 11,872 CY FILL+25% = 14,840 CY
2.07	SEE DESCRIPTION	GRANULAR SHOULDERS, TYPE A, 6-IN. WORK AND MATERIALS SHALL CONFORM TO IOWA DOT SECTION 2121. COMPACTED DEPTH OF SHOULDERS SHALL BE 6-INCHES. MATERIAL DENSITY OF 140 PCF ASSUMED FOR QUANTITY CALCULATION
2.08	2010-108-L-0	COMPACTION TESTING THE CONTRACTOR WILL BE PAID FOR BID ITEM AS PER SUDAS SECTION 2010. RESULTS OF TESTS SHALL BE MADE AVAILABLE TO ENGINEER AS SOON AS THEY ARE AVAILABLE. CITY OR ENGINEER MAY STOP WORK AT ANY POINT IF THEY BELIEVE TESTING IS NOT OCCURRING OR RESULTS ARE NOT BEING PROVIDED WITHIN A REASONABLE PERIOD, AS CONSTRUCTION PROGRESSES. NO EXTENSION OF THE WORK PERIOD OR ADDITIONAL COMPENSATION SHALL BE ALLOWED FOR TIME LOST DURING SUCH A WORK STOPPAGE.
		<b>SECTION 3010 - TRENCH EXCAVATION AND BACKFILL</b>
3.01	3010-108-C-0	TRENCH COMPACTION TESTING THE CONTRACTOR WILL BE PAID FOR BID ITEM AS PER SUDAS SECTION 3010. RESULTS OF TESTS SHALL BE MADE AVAILABLE TO ENGINEER AS SOON AS THEY ARE AVAILABLE. ENGINEER MAY STOP WORK AT ANY POINT IF THEY BELIEVE TESTING IS NOT OCCURRING OR RESULTS ARE NOT BEING PROVIDED WITHIN A REASONABLE PERIOD, AS CONSTRUCTION PROGRESSES. NO EXTENSION OF THE WORK PERIOD SHALL BE PROVIDED FOR TIME LOST DURING SUCH A WORK STOPPAGE.
		<b>SECTION 4010 - SANITARY SEWERS</b>
4.01	4010-108-A-1	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8-INCH DIA. WORK AND MATERIALS SHALL CONFORM TO SUDAS SECTION 4010. ALL SANITARY SEWER SHALL HAVE CLASS F3 BEDDING MATERIAL FOR PIPE INSTALLATION. THE WORK INCLUDES TELEVISION PER SUDAS SECTION 4060 AND CITY OF POLK CITY SUPPLEMENTAL SPECIFICATIONS.
4.02	4010-108-E-0	SANITARY SEWER SERVICE STUB, PVC, 4-INCH WORK AND MATERIALS SHALL CONFORM TO SUDAS SECTION 4010. STUB SHALL BE MARKED BY A 4 FT. TALL 2" X 4" WOOD BOARD MARKED WITH GREEN PAINT. MANUFACTURED WYES ARE REQUIRED TO CONNECTION TO MAIN.
		<b>SECTION 4020 - STORM SEWERS</b>
4.03	4020-108-A-1	STORM SEWER, TRENCHED, PVC WORK AND MATERIALS SHALL CONFORM TO SUDAS SECTION 4020. THE WORK INCLUDES TELEVISION PER SUDAS SECTION 4060 AND CITY OF POLK CITY SUPPLEMENTAL SPECIFICATIONS.
4.04-4.09	4020-108-A-1	STORM SEWER, TRENCHED, RCP WORK AND MATERIALS SHALL CONFORM TO SUDAS SECTION 4020. THE WORK INCLUDES TELEVISION PER SUDAS SECTION 4060 AND CITY OF POLK CITY SUPPLEMENTAL SPECIFICATIONS.
		<b>SECTION 4030 - PIPE CULVERTS</b>
4.10-4.12	4030-108-B-0	FLARED END SECTION, RCP. WORK AND MATERIALS SHALL CONFORM TO SUDAS SECTION 4030. THE WORK INCLUDES FOOTING AND APRON GUARDS PER SUDAS SECTION 4030 AND CITY OF POLK CITY SUPPLEMENTAL SPECIFICATIONS.
4.13	4030-108-B-0	RELOCATE FLARED END SECTION, RCP. WORK AND MATERIALS SHALL CONFORM TO SUDAS SECTION 4030. WORK INCLUDES REMOVAL AND RELOCATION OF EXISTING 24-IN. RCP FLARED END SECTION AND APRON GUARDS. WORK ALSO INCLUDES CONSTRUCTION OF FOOTINGS PER SUDAS SECTION 4030 AND CITY OF POLK CITY SUPPLEMENTAL SPECIFICATIONS.
		<b>SECTION 4040 - SUBDRAINS AND FOOTING DRAIN COLLECTORS</b>
4.14	4040-108-C-0	SUBDRAIN, PVC, 6-INCH DIA., PERFORATED WORK AND MATERIALS SHALL CONFORM TO SUDAS SECTION 4040. LOCATING AND CONNECTING TO EXISTING SUBDRAINS SHALL BE CONSIDERED INCIDENTAL TO THIS BID ITEM.
4.15	4040-108-C-0	SUBDRAIN CLEANOUTS WORK AND MATERIALS SHALL CONFORM TO SUDAS SECTION 4040.
4.16	4040-108-D-0	SUBDRAIN OUTLETS & CONNECTIONS, PVC, 6-INCH WORK AND MATERIALS SHALL CONFORM TO SUDAS SECTION 4040.
4.17	4040-108-E-0	STORM SEWER SERVICE STUB, 1.5-IN. DIA. WORK AND MATERIALS SHALL CONFORM TO SUDAS SECTION 4040. STUB LENGTH AS PER SHOWN ON THE DRAWINGS. STUB SHALL BE MARKED BY A 4 FT. TALL STEEL T-POST PAINTED WHITE.
		<b>SECTION 5010 - PIPE AND FITTINGS</b>
5.01	5010-108-A-1	WATER MAIN, TRENCHED, C-900 PVC, 8-IN DIA. WORK AND MATERIALS SHALL CONFORM TO SUDAS SECTION 5010 AND CITY OF POLK CITY SUPPLEMENTAL SPECIFICATIONS. CONNECTION TO EXISTING WATER MAIN, AND REMOVAL AND DISPOSAL OF THRUST BLOCKS, BLOWOFFS, AND PLUGS SHALL BE INCIDENTAL TO THIS ITEM.
5.02-5.05	5010-108-C-2	FITTING, DIP WORK AND MATERIALS SHALL CONFORM TO SUDAS SECTION 5010. ALL WATER MAIN FITTINGS SHALL BE LEFT EXPOSED UNTIL THE ENGINEER CAN RECORD AS-BUILT LOCATIONS.
5.06	5010-108-D-0	WATER MAIN SERVICE STUB WORK AND MATERIALS SHALL CONFORM TO SUDAS SECTION 5010.
		<b>SECTION 5020 - VALVES, FIRE HYDRANTS, AND APPURTENANCES</b>
5.07	5020-108-A-0	VALVE (8" GATE VALVE) WORK AND MATERIALS SHALL CONFORM TO SUDAS SECTION 5020.
5.08	5020-108-B-0	TAPPING VALVE ASSEMBLY, 8-INCH WORK AND MATERIALS SHALL CONFORM TO SUDAS SECTION 5020.
5.09	5020-108-C-0	FIRE HYDRANT ASSEMBLY WORK AND MATERIALS SHALL CONFORM TO SUDAS SECTION 5020.
		<b>SECTION 6010 - STRUCTURES FOR SANITARY &amp; STORM SEWERS</b>
SPECIAL	NOTE	THE CONTRACTOR SHALL FIELD VERIFY CRITICAL CROSSINGS AND CONNECTIONS TO EXISTING PRIOR TO ORDERING MATERIALS. PRECAST STRUCTURES ARE ALLOWED AT THE CONTRACTOR'S RISK. NO COMPENSATION WILL BE MADE FOR MODIFYING OR REPLACING STRUCTURES OR STRUCTURE PARTS DUE TO UNKNOWN FIELD CONDITIONS.
6.01-6.02	6010-108-A-0	MANHOLES WORK AND MATERIALS SHALL CONFORM TO SUDAS SECTION 6010. SANITARY SEWER MANHOLE CASTINGS SHALL BE STAMPED "SANITARY". ADJUSTMENT SHALL BE MADE BY USING A MAXIMUM AMOUNT OF 8 INCHES OF SUDAS 6010 EXPANDED POLYPROPYLENE (EPP) ADJUSTMENT RINGS AND EAST JORDAN IRON WORKS MODEL 1205 SELF LEVELING CASTING. THE CASTING SHOULD BE SET AT 13.5-INCHES IN ORDER TO ALLOW 2-IN. ADJUSTMENT AFTER PAVEMENT HAS CURED. CASTING SHALL BE BOLTED TO CONCRETE STRUCTURE. CONNECTIONS TO NEW AND EXISTING SEWER PIPES SHALL BE INCIDENTAL TO THIS BID ITEM. ALL MANHOLES THAT INCLUDE A CHANGE IN DIRECTION OF FLOW SHALL BE CONSTRUCTED WITH SWEEPING INVERTS. STUB PIPES WILL BE INCLUDED AS INCIDENTAL TO BID ITEM.
6.03-6.07	6010-108-B-0	INTAKES WORK AND MATERIALS SHALL CONFORM TO SUDAS SECTION 6010. CONNECTIONS TO NEW AND EXISTING SEWER PIPES SHALL BE INCIDENTAL TO THIS BID ITEM. CRETEX PRO RINGS (OR APPROVED EQUAL) SHALL BE USED.
6.08	6010-108-X-0	INLINE WATER LEVEL CONTROL STRUCTURE MATERIAL SHALL BE AGRI DRAIN INLINE WATER LEVEL CONTROL STRUCTURE, OR APPROVED EQUAL. WORK SHALL CONFORM TO SUDAS SECTION 6010, AND MANUFACTURER'S RECOMMENDATIONS. FITTINGS AND CONNECTIONS ARE INCIDENTAL TO THIS BID ITEM.

REFERENCE NOTES		
ITEM NO.	REFERENCE	DESCRIPTION
		<b>SECTION 6010 - STRUCTURES FOR SANITARY &amp; STORM SEWERS</b>
6.09	6010-108-G-0	CONNECTION TO EXISTING MANHOLES WORK AND MATERIALS SHALL CONFORM TO SUDAS SECTION 6010. CONNECTIONS TO EXISTING SANITARY MANHOLES SHALL BE BY TRELLEBORG KOR-N-SEAL OR APPROVED EQUAL.
		<b>SECTION 7010 - PORTLAND CEMENT CONCRETE PAVEMENT</b>
7.01-7.02	7010-108-A-0	PAVEMENT, PCC, CONTINUOUSLY REINFORCED WORK AND MATERIAL SHALL CONFORM TO SUDAS 7010.
7.03	7010-108-A-0	PCC SAMPLES & TESTING THE CONTRACTOR SHALL CONDUCT SAMPLING, TESTING, AND FURNISH REPORTS AS PER SUDAS SECTION 7010.
		<b>SECTION 7020 - PORTLAND CEMENT CONCRETE PAVEMENT</b>
7.04-7.06	7020-108-A-0	PAVEMENT, HMA, 9-INCH PAVEMENT SHALL CONSIST OF A 3-INCH BASE COURSE, 3-INCH INTERMEDIATE COURSE, AND A 3-INCH SURFACE COURSE. ALL WORK AND MATERIAL SHALL CONFORM TO SUDAS 7020.
7.07	7020-108-I-0	HMA SAMPLES & TESTING THE CONTRACTOR SHALL CONDUCT SAMPLING, TESTING, AND FURNISH REPORTS AS PER SUDAS SECTION 7020.
		<b>SECTION 7030 - SIDEWALKS, SHARED USE PATHS, AND DRIVEWAYS</b>
7.08	7030-108-E-0	SIDEWALK, PCC 6-INCH, NON-REINFORCED WORK AND MATERIAL SHALL CONFORM TO SUDAS 7030.
7.09	7030-108-G-0	DETECTABLE WARNING, CAST-IN-PLACE WORK SHALL CONFORM TO SUDAS SECTION 7030 AND ASSOCIATED DETAILS. MATERIALS SHALL BE CAST IN PLACE REPLACEABLE IN CLAY RED (FEDERAL COLOR NO. 22144) MANUFACTURED BY ADA SOLUTIONS, OR APPROVED EQUAL.
7.10	7030-108-E-0	SIDEWALK RAMP, PCC, 6-INCH, NON-REINFORCED WORK AND MATERIALS SHALL CONFORM TO SUDAS SECTION 7030.
		<b>SECTION 8020 - PAVEMENT MARKINGS</b>
8.01	8020-108-C-0	PAINTED PAVEMENT MARKINGS, DURABLE WORK AND MATERIAL SHALL CONFORM TO SUDAS 8020.
8.02	8020-108-M-0	GROOVES CUT FOR PAVEMENT MARKINGS WORK AND MATERIAL SHALL CONFORM TO SUDAS 8020.
		<b>SECTION 8040 - TRAFFIC SIGNS AND POSTS</b>
8.03-8.04	8040-108-A-0	TRAFFIC SIGNS AND POSTS WORK AND MATERIALS SHALL COMPLY WITH SUDAS SECTION 8040.
		<b>SECTION 9010 - SEEDING</b>
9.01	9010-108-A-0	CONVENTIONAL SEEDING, TYPE 4 WORK AND MATERIAL SHALL CONFORM TO SUDAS 9010.
9.02	9010-108-A-0	BASIN NATIVE CONVENTIONAL SEEDING WORK AND MATERIAL SHALL CONFORM TO SUDAS 9010. INCLUDES ALL LABOR, EQUIPMENT, AND MATERIAL TO INSTALL BASIN NATIVE CONVENTIONAL SEED MIXTURE AS DESCRIBED IN PLAN NOTES AND AS SHOWN IN SEED MIXTURE TABLE ON SHEET C.02.
		<b>SECTION 9040 - EROSION AND SEDIMENT CONTROL</b>
SPECIAL	NOTE	ITEMS INCIDENTAL TO POLLUTION PREVENTION DAILY CLEANUP OPERATIONS, CLEANUP OF STREET TRACK OUT, GOOD HOUSEKEEPING AND OTHER ITEMS NECESSARY TO PREVENT POLLUTION OF RECEIVING WATERS AND STORM WATER CONTAMINATION SHALL BE CONSIDERED INCIDENTAL TO POLLUTION PREVENTION.
SPECIAL	NOTE	NPDES COMPLIANCE CONDUCT ALL OPERATIONS IN COMPLIANCE WITH THE IOWA DNR NPDES GENERAL PERMIT NO. 2. LABOR, EQUIPMENT AND MATERIALS NOT INCLUDED AS A BID ITEM, BUT NECESSARY TO PREVENT STORM WATER CONTAMINATION FROM CONSTRUCTION RELATED SOURCES ARE CONSIDERED INCIDENTAL. INCIDENTAL WORK RELATED TO COMPLIANCE WITH THE PERMIT MAY INCLUDE: HAZARDOUS MATERIAL PROTECTION, FUEL CONTAINMENT, WASTE DISPOSAL, AND PROVIDING SANITARY FACILITIES.
SPECIAL	NOTE	DAMAGED OR IMPROPERLY INSTALLED POLLUTION PREVENTION CONTROLS REPLACING EROSION AND SEDIMENT CONTROL PRACTICES THAT ARE IMPROPERLY INSTALLED, DAMAGED OR REMOVED BY THE CONTRACTOR IN A MANNER THAT IS INCONSISTENT WITH THE CURRENT PROJECT STAGING OR SWPPP IS THE CONTRACTOR'S RESPONSIBILITY AND WILL BE AT THE CONTRACTOR'S EXPENSE.
SPECIAL	NOTE	DEWATERING ALL TRENCH DEWATERING DISCHARGES SHALL BE DIRECTED TO A COLLECTION AREA IN A NON-EROSIVE MANNER. DEWATERING ACTIVITIES ARE NOT PERMITTED TO BE DIRECTLY RELEASED OFF-SITE OR TO CITY STORM SEWERS WITHOUT EFFECTIVE PRE-TREATMENT.
9.03	9040-108-F-1	WATTLES, 9-IN. DIA. WORK AND MATERIALS SHALL CONFORM TO SUDAS SECTION 9040. NO PAYMENT SHALL BE MADE FOR IMPROPER INSTALLATIONS (i.e. WITHOUT "J-HOOKS" OR INSTALLED IN UNINTERRUPTED LENGTHS LONGER THAN 200 FEET).
9.04	9040-108-F-2	WATTLES, REMOVAL WORK AND MATERIALS SHALL CONFORM TO SUDAS SECTION 9040. WATTLES TO BE REMOVED AT THE DIRECTION OF THE ENGINEER.
9.05	9040-108-J-1	RIP RAP, EROSION STONE WORK AND MATERIALS SHALL CONFORM TO SUDAS SECTION 9040.
9.06	9040-108-N-1	SILT FENCE WORK AND MATERIALS SHALL CONFORM TO SUDAS SECTION 9040. NO PAYMENT SHALL BE MADE FOR IMPROPER INSTALLATIONS (i.e. WITHOUT "J-HOOKS" OR INSTALLED IN UNINTERRUPTED LENGTHS LONGER THAN 200 FEET).
9.07	9040-108-N-3	SILT FENCE, REMOVAL WORK AND MATERIALS SHALL CONFORM TO SUDAS SECTION 9040. WATTLES TO BE REMOVED AT THE DIRECTION OF THE ENGINEER.
9.08 & 9.09	9040-108-Q-0	STABILIZED CONSTRUCTION ENTRANCE AND TEMPORARY TURNAROUND WORK AND MATERIALS SHALL CONFORM TO SUDAS SECTION 9040. ENTRANCE SHALL BE AT LEAST 16 FEET WIDE AND 50 FEET LONG AND LOCATED AS SHOWN ON THE DRAWINGS. TEMPORARY TURN AROUND SHALL HAVE A THICKNESS OF 6" MADE WITH GRADATION 13, MACADAM CRUSHED STONE. REFER TO SUDAS SECTION 9040 FOR MATERIALS.
9.10	9040-108-Q-2	EROSION CONTROL MULCHING, STRAW WORK AND MATERIALS SHALL CONFORM TO SUDAS SECTION 9040.
9.11	9040-108-T-1	INLET PROTECTION DEVICE, DROP-IN WORK AND MATERIALS SHALL CONFORM TO SUDAS SECTION 9040.
9.12	9040-108-T-1	INLET PROTECTION DEVICE, SURFACE WORK AND MATERIALS SHALL CONFORM TO SUDAS SECTION 9040. ROCK INLET FILTERS PER SHEET R.01 SHALL BE PROVIDED AT ALL INTAKES PRIOR TO PAVING INSTALLATION.
9.13	9040-108-T-2	INLET PROTECTION DEVICE, MAINTENANCE WORK AND MATERIALS SHALL CONFORM TO SUDAS SECTION 9040. QUANTITY INCLUDES THREE (3) CLEANINGS PER DEVICE.
9.14	9040-108-X-0	ARMOR MAT MATERIAL SHALL BE FLEXAMAT PLUS OR APPROVED EQUAL. WORK AND MATERIALS SHALL CONFORM TO MANUFACTURERS SPECIFICATIONS.
		<b>SECTION 11020 - MOBILIZATION</b>
11.01	11020-108-A	MOBILIZATION WORK AND MATERIAL SHALL CONFORM TO SUDAS 11020.
		<b>SECTION 11050 - CONCRETE WASHOUT</b>
11.02	11050-108-A	CONCRETE WASHOUT WORK AND MATERIAL SHALL CONFORM TO SUDAS 11050.

ESTIMATED PROJECT QUANTITIES			
ITEM	DESCRIPTION	UNIT	QUANTITY
<b>EARTHWORK</b>			
2.01	CLEARING AND GRUBBING	AC	10.2
2.02	TOPSOIL, ON-SITE	CY	5,236
2.03	SUBGRADE PREPARATION, 12-IN. DEPTH	SY	7,917
2.04	GRANULAR SUBBASE, 8-IN. DEPTH	SY	598
2.05	GRANULAR SUBBASE PREP FOR HMA OVERLAY	SY	1,164
2.06	EXCAVATION, CLASS 10	CY	7,193
2.07	GRANULAR SHOULDERS, TYPE A, 6-IN. DEPTH	TON	135.5
2.08	COMPACTION TESTING	LS	1
<b>TRENCH EXCAVATION AND BACKFILL</b>			
3.01	TRENCH COMPACTION TESTING	LS	1
<b>SEWERS AND DRAINS</b>			
4.01	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8 IN. DIA.	LF	1,813
4.02	SANITARY SEWER SERVICE STUB, PVC, 4 IN. DIA.	EA	24
4.03	STORM SEWER PIPE, TRENCHED, PVC, 4 IN. DIA.	LF	27
4.04	STORM SEWER PIPE, TRENCHED, RCP, 15 IN. DIA.	LF	1,373
4.05	STORM SEWER PIPE, TRENCHED, RCP, 18 IN. DIA.	LF	436
4.06	STORM SEWER PIPE, TRENCHED, RCP, 21 IN. DIA.	LF	167
4.07	STORM SEWER PIPE, TRENCHED, RCP, 24 IN. DIA.	LF	320
4.08	STORM SEWER PIPE, TRENCHED, RCP, 30 IN. DIA.	LF	183
4.09	STORM SEWER PIPE, TRENCHED, RCP, 36 IN. DIA.	LF	737
4.10	FLARED END SECTION, 15-INCH DIA.	EA	2
4.11	FLARED END SECTION, 18-INCH DIA.	EA	1
4.12	FLARED END SECTION, 36-INCH DIA.	EA	1
4.13	RELOCATE FLARED END SECTION, 21-INCH DIA.	EA	2
4.14	SUBDRAIN, 6-INCH DIA., PERFORATED	LF	3,940
4.15	SUBDRAIN CLEANOUTS	EA	6
4.16	SUBDRAIN OUTLETS AND CONNECTIONS	EA	32
4.17	STORM SEWER SERVICE STUB, PVC 1.5-INCH	EA	29
<b>WATER MAINS AND APPURTENANCES</b>			
5.01	WATER MAIN, TRENCHED, C-900 PVC, 8-IN. DIA.	LF	3,191
5.02	FITTING, DIP, TEE, 8-INCH X 8-INCH	EA	1
5.03	FITTING, DIP, CROSS, 8-INCH X 8-INCH	EA	1
5.04	FITTING, DIP, 11.25 DEG BEND, 8-INCH	EA	6
5.05	FITTING, DIP, 22.5 DEG BEND, 8-INCH	EA	4
5.06	FITTING, DIP, 45 DEG BEND, 8-INCH	EA	7
5.06	WATER MAIN SERVICE PIPE, 1-INCH DIA., COPPER	EA	32
5.07	VALVE (8" GATE VALVE)	EA	10
5.08	8" X 8" TAPPING SLEEVE AND VALVE	EA	2
5.09	FIRE HYDRANT ASSEMBLY	EA	11
<b>STRUCTURES FOR SANITARY AND STORM SEWERS</b>			
6.01	MANHOLE, SW-301, 48-INCH DIA.	EA	7
6.02	MANHOLE, SW-401, 72-INCH DIA.	EA	2
6.03	INTAKE, SW-505, DOUBLE GRATE INTAKE	EA	9
6.04	INTAKE, SW-506, DOUBLE GRATE INTAKE W/MH	EA	6
6.05	INTAKE, SW-506, MODIFIED DOUBLE GRATE INTAKE W/MH	EA	2
6.06	INTAKE, SW-512, CIRCULAR AREA INTAKE	EA	3
6.07	INTAKE, SW-513, OPEN SIDED INTAKE (4' X4')	EA	1
6.08	INLINE WATER LEVEL CONTROL STRUCTURE, 5'	EA	1
6.09	CONNECTION TO EXISTING MANHOLE	EA	4
<b>STREETS AND RELATED WORK</b>			
7.01	PAVEMENT, PCC, 6-INCH CONTINUOUSLY REINFORCED	SY	3,526
7.02	PAVEMENT, PCC, 7-INCH CONTINUOUSLY REINFORCED	SY	3,124
7.03	PCC SAMPLES AND TESTING	LS	1
7.04	PAVEMENT, HMA, 3-INCH, BASE COURSE	TONS	288
7.05	PAVEMENT, HMA, 3-INCH, INTERMEDIATE COURSE	TONS	292
7.06	PAVEMENT, HMA, 3-INCH, SURFACE COURSE	TONS	292
7.07	HMA SAMPLES AND TESTING	LS	1
7.08	SIDEWALK, PCC, 6-INCH, NON-REINFORCED	SY	245
7.09	DETECTABLE WARNING, CAST-IN-PLACE	SF	400
7.10	SIDEWALK RAMP, PCC, 6-INCH, NON-REINFORCED	SF	541
<b>TRAFFIC CONTROL</b>			
8.01	PAINTED PAVMENT MARKINGS, DURABLE	STA	2.44
8.02	GROOVES CUT FOR PAVEMENT MARKINGS	STA	2.44
8.03	TRAFFIC SIGN AND POST, 36-IN. X 36-IN. R1-1	EA	3
8.04	TRAFFIC SIGN AND POST, 18-IN. X 18-IN. OM4-2	EA	12
<b>SITE WORK AND LANDSCAPING</b>			
9.01	CONVENTIONAL SEEDING, TYPE 4	AC	10.2
9.02	BASIN NATIVE CONVENTIONAL SEEDING	AC	1.0
9.03	WATTLES, STRAW, 9-IN. DIA.	LF	4,844
9.04	WATTLES, REMOVAL	LF	4,844
9.05	RIP RAP, EROSION STONE	TON	15
9.06	SILT FENCE OR SILT FENCE DITCH CHECK	LF	700
9.07	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL	LF	700
9.08	STABILIZED CONSTRUCTION ENTRANCE	SY	250
9.09	TEMPORARY TURN AROUND	SY	1,138
9.10	EROSION CONTROL MULCHING, HYDRAULIC MULCHING, BFM	AC	20.4
9.11	INLET PROTECTION DEVICE, DROP-IN	EA	15

9.12	INLET PROTECTION DEVICE, SURFACE	EA	15
9.13	INLET PROTECTION DEVICE, MAINTENANCE	EA	45
9.14	ARMORMAT	SY	184
<b>MISCELLANEOUS</b>			
11.01	MOBILIZATION	LS	1
11.02	CONCRETE WASHOUT	LS	1

**ANTLER RIDGE PLAT 1**  
ANA PHASE 1A CONCEPTUAL PLAN - POLK CITY, IOWA

**REFERENCE NOTES & QUANTITIES**

PROJECT NAME: ANTLER RIDGE PLAT 1  
DRAWN BY: BLH  
CHECKED BY: JTN  
SHEET SIZE: 24" X 36"  
SHEET TITLE: C.02  
SHEET NO.: 6/27

DATE: 8/10/2023

N/A NO.: 22183

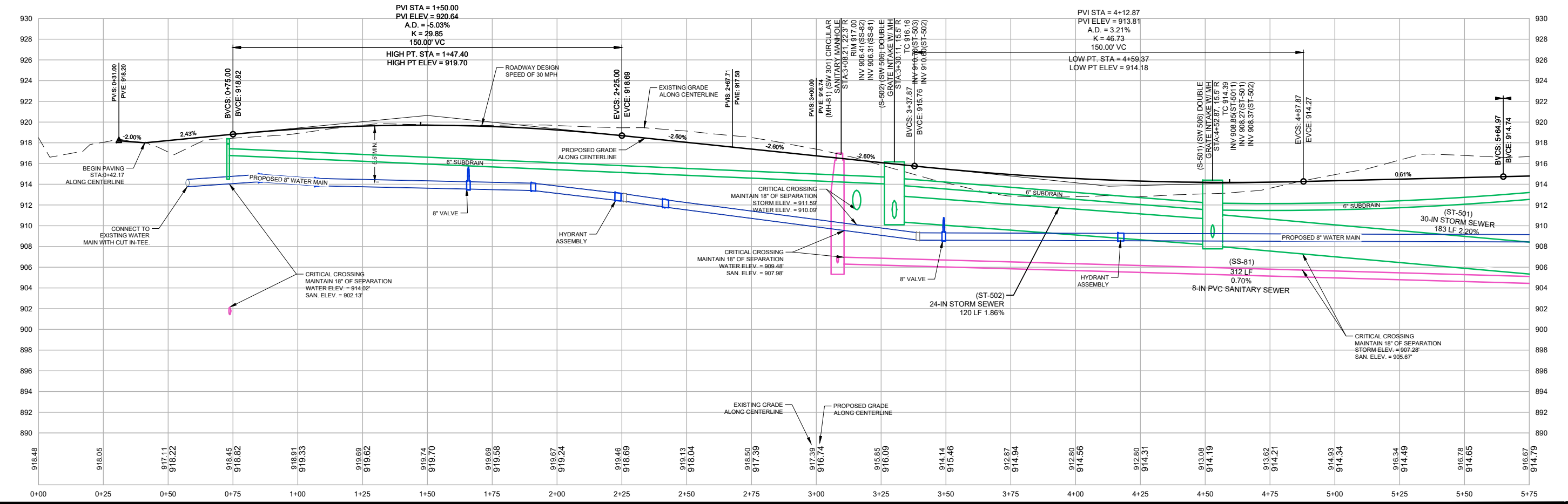
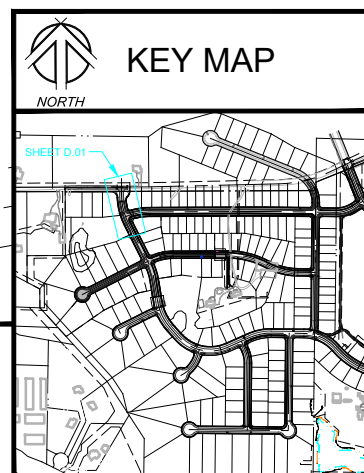
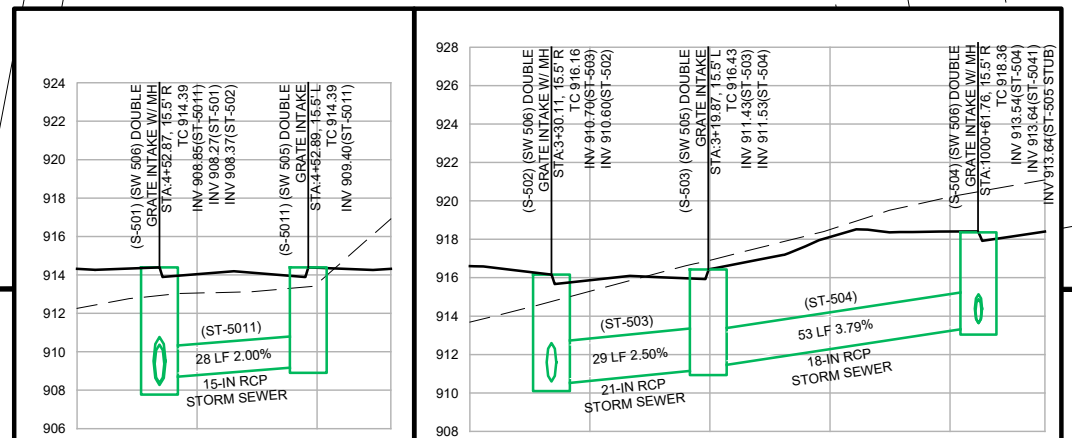
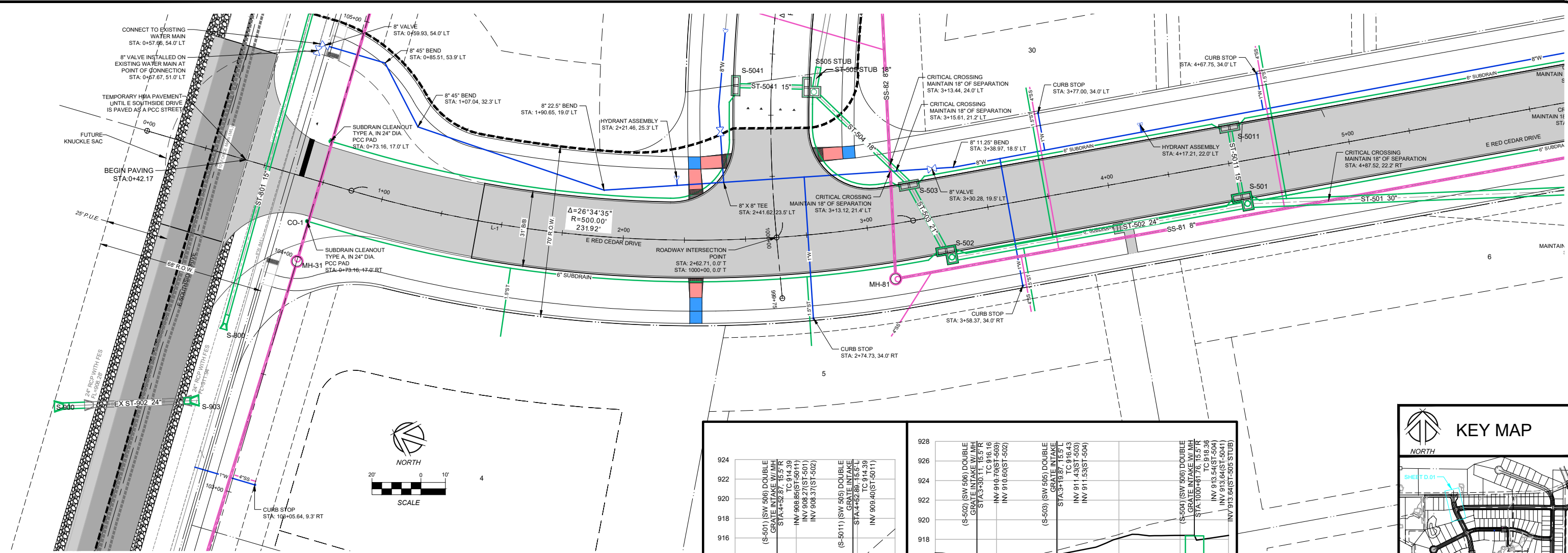
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REVISIONS:  
1) (08/10/2023) REVISIONS PER CITY OF POLK CITY COMMENTS.  
2) (08/22/2023) REVISIONS PER CITY OF POLK CITY COMMENTS.  
3) (07/10/2023) REVISIONS PER CITY OF POLK CITY COMMENTS.  
4) (08/10/2023) REVISION PER CITY OF POLK CITY COMMENTS.  
5) (08/10/2023) REVISIONS PER CITY OF POLK CITY COMMENTS.  
6) (08/10/2023) REVISIONS PER CITY OF POLK CITY COMMENTS.  
7) (08/10/2023) REVISIONS PER CITY OF POLK CITY COMMENTS.

NOTE: NILES ASSOCIATES, INC. WARRANTS THE WORKMANSHIP AND MATERIALS WHICH WERE USED IN THE PREPARATION OF THIS PLAN FROM FAILURE TO CONFORM TO THE STANDARD OF CARE OF A PROFESSIONAL ENGINEER IN THE STATE OF IOWA. THE ENGINEER DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED TO OBTAIN AND/OR FOLLOW THE ENGINEER'S DESIGN. INCONSISTENCIES AMONG THE DRAWINGS OR CONFLICTS WHICH ARE ALLEGED.

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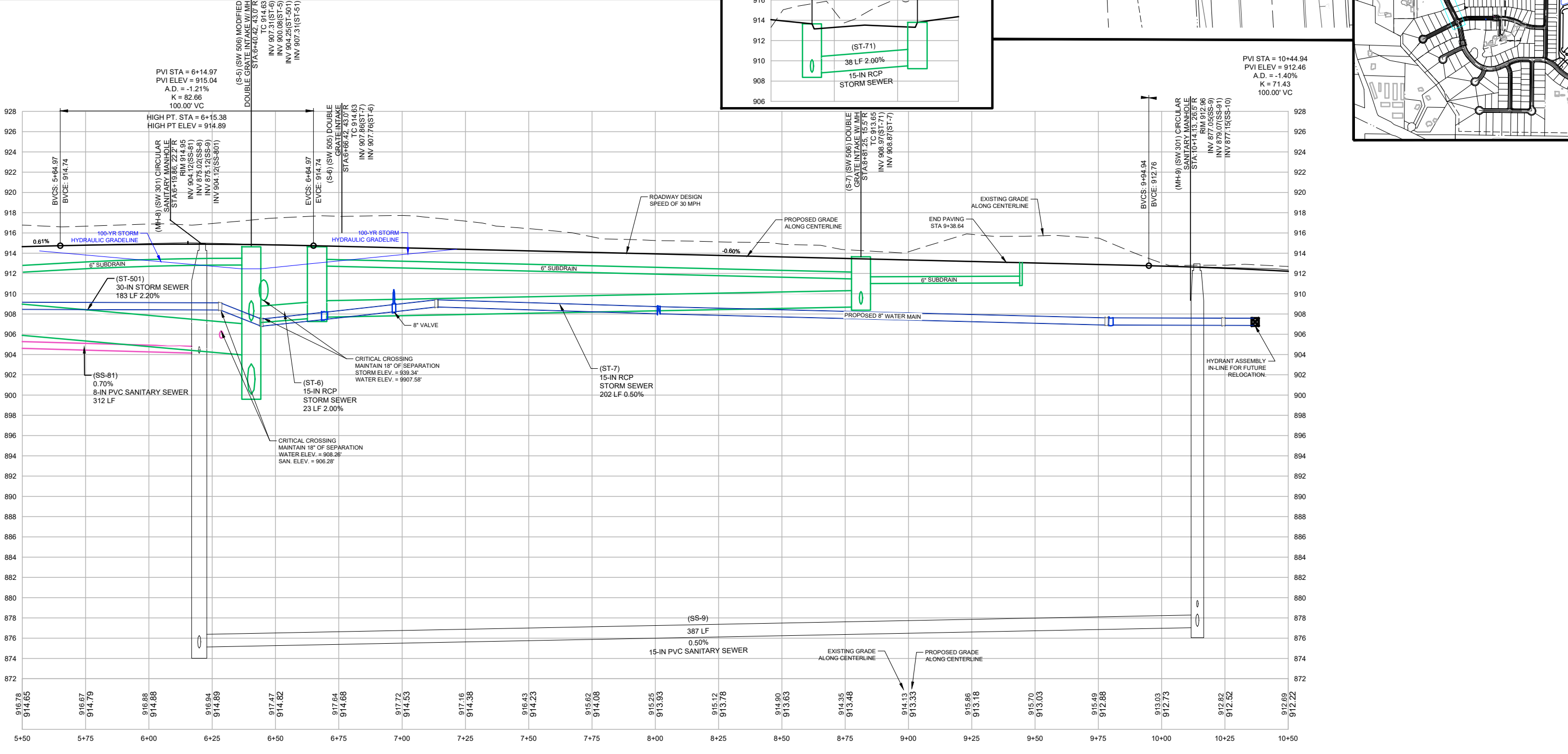
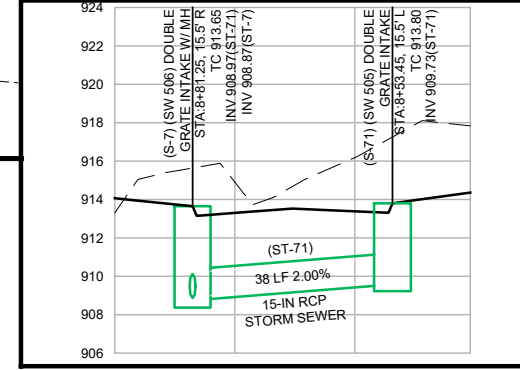
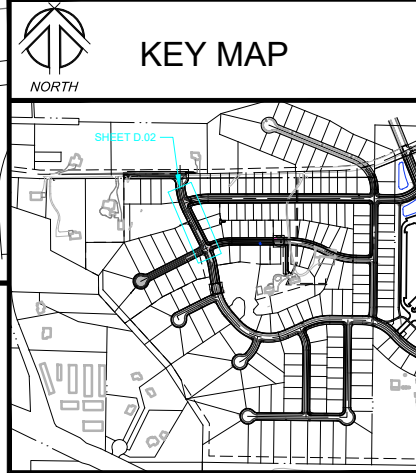
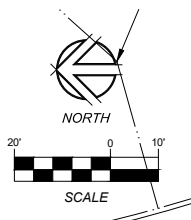
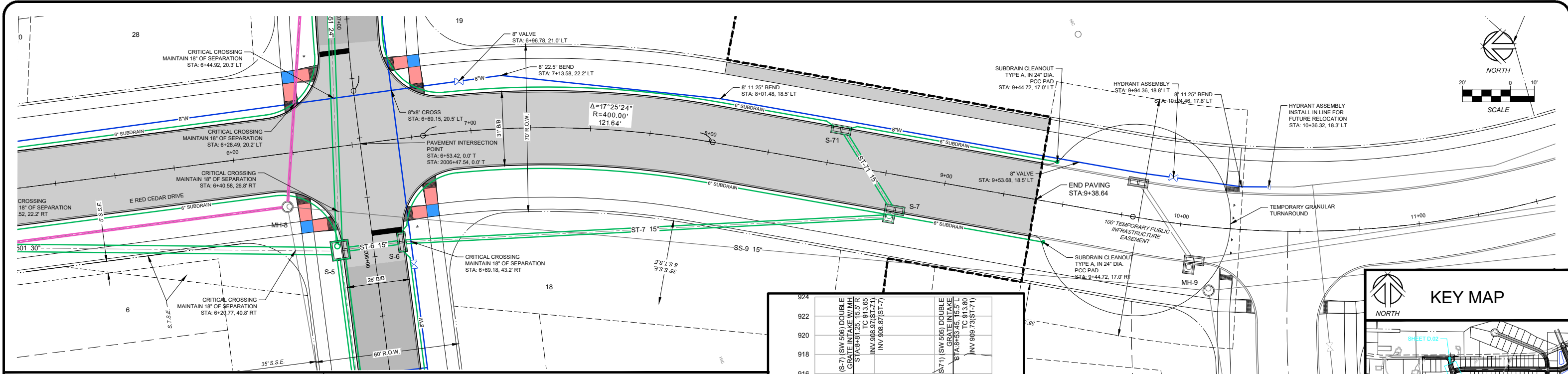
REVISIONS:  
1) INCORPORATE COMMENTS TO ALL SHEETS.  
2) (08/2023) REVISIONS PER CITY OF POLK CITY COMMENTS.  
3) (07/15/2023) REVISIONS PER CITY OF POLK CITY COMMENTS.  
4) (08/15/2023) REVISION PER CITY OF POLK CITY COMMENTS.  
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6) (08/15/2023) REVISIONS PER CITY OF POLK CITY COMMENTS.  
7) (08/15/2023) REVISIONS PER CITY OF POLK CITY COMMENTS.

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PROJECT NAME: ANTLER RIDGE PLAT 1  
DESCRIPTION: PHASE I-A PRELIMINARY PLAT - POLK CITY, IOWA

PLAN & PROFILE - RED CEDAR DRIVE

PROJECT NO.: 22183  
DATE: 8/10/2023  
DRAWN BY: BLH  
CHECKED BY: JTN  
SHEET NO.: 7/27  
SHEET SIZE: 24" X 36"  
SHEET TITLE: D.01



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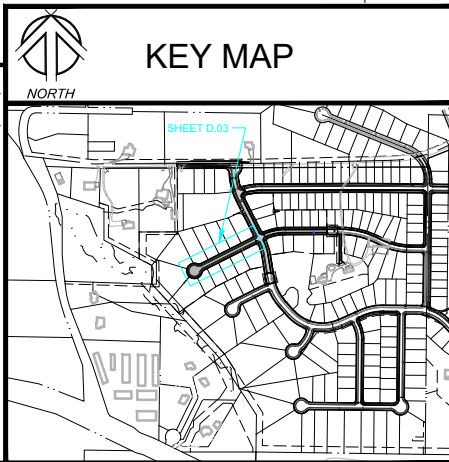
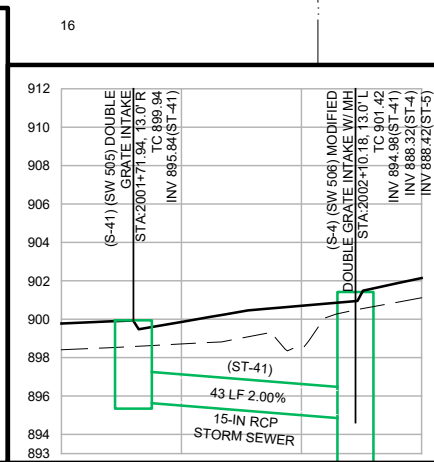
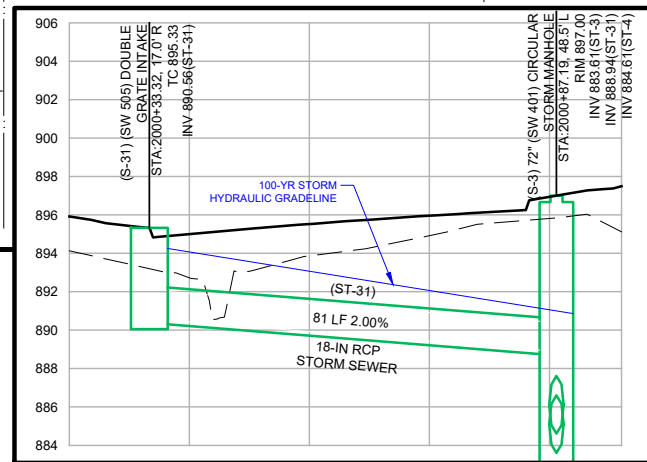
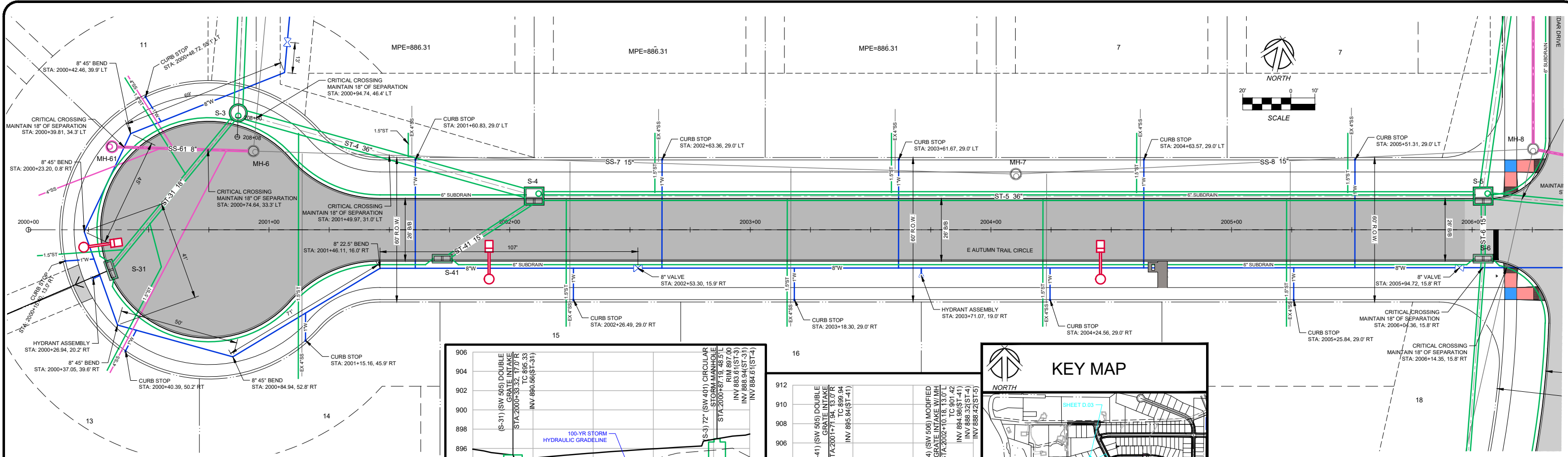
REVISIONS:  
 1) PRELIMINARY TO ALL SHEETS.  
 2) (09/20/2023) REVISIONS PER CITY OF POLK CITY COMMENTS.  
 3) (11/20/2023) REVISIONS PER CITY OF POLK CITY COMMENTS.  
 4) (08/16/2023) REVISION PER CITY OF POLK CITY COMMENTS.  
 5) ( )  
 6) ( )  
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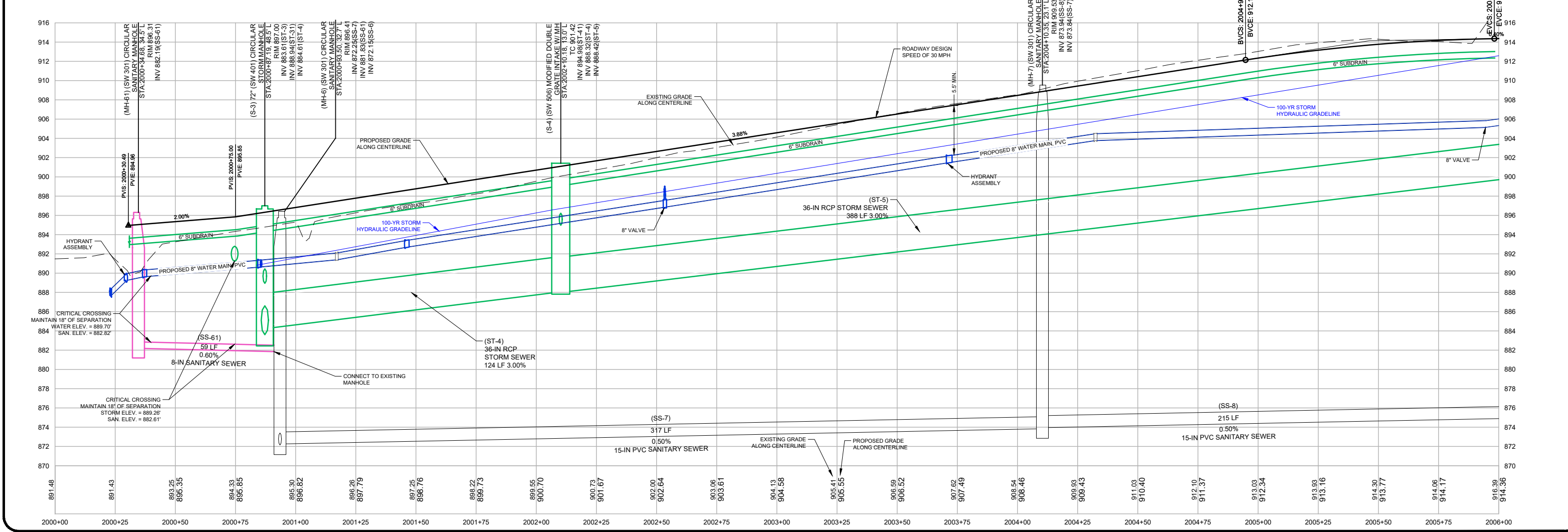
PROJECT NAME:  
 ANTLER RIDGE PLAT 1  
 PHASE 1A PRELIMINARY PLAT - POLK CITY, IOWA  
 PLAN & PROFILE - RED CEDAR DRIVE

PROJECT NO.: 22183  
 DATE: 8/10/2023  
 DRAWN BY: BLH  
 CHECKED BY: JTN  
 SHEET SIZE: 24" X 36"  
 SHEET TITLE: D.02  
 SHEET NO.: 8/27





PVI STA = 2005+46.46  
 PVI ELEV = 914.14  
 A.D. = -3.48%  
 K = 29.72  
 103.41' VC



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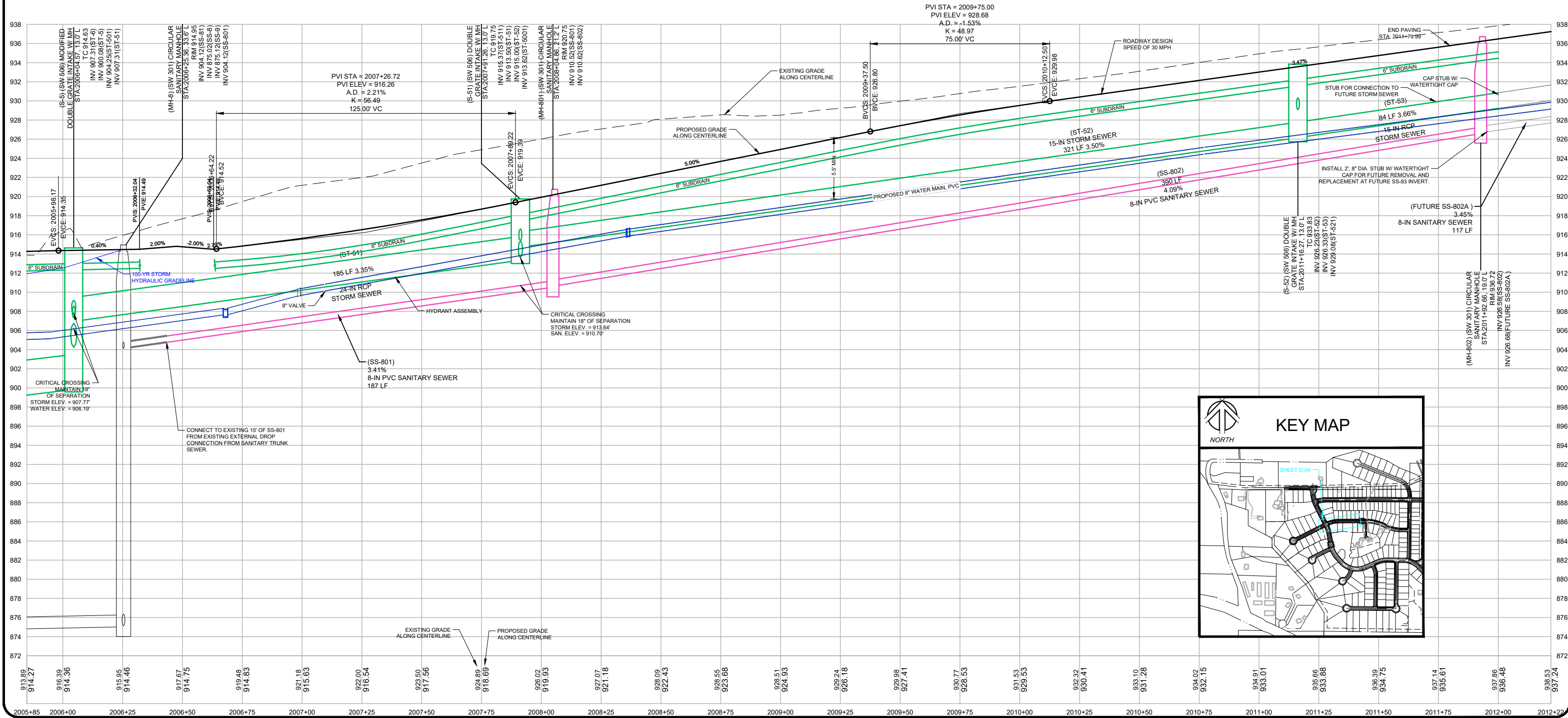
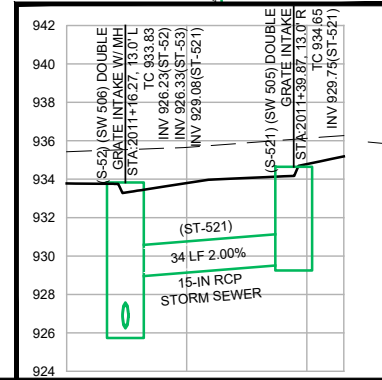
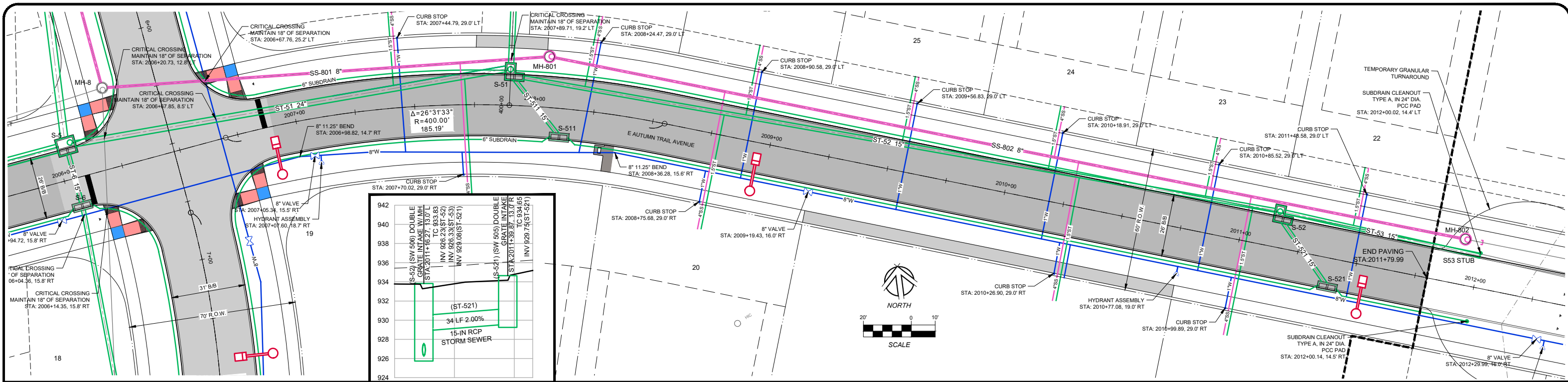
**NILLES ASSOCIATES**

REVISIONS TO ALL SHEETS:  
 1) INCORPORATES THE WASTEWATER TREATMENT PLANT (WTP) PROPOSED BY THE CITY OF POLK COUNTY.  
 2) (08/2023) REVISIONS PER CITY OF POLK COUNTY COMMENTS.  
 3) (07/2023) REVISIONS PER CITY OF POLK COUNTY COMMENTS.  
 4) (08/2023) REVISIONS PER CITY OF POLK COUNTY COMMENTS.  
 5) (08/2023) REVISIONS PER CITY OF POLK COUNTY COMMENTS.  
 6) (08/2023) REVISIONS PER CITY OF POLK COUNTY COMMENTS.  
 7) (08/2023) REVISIONS PER CITY OF POLK COUNTY COMMENTS.

NOTE: NILLES ASSOCIATES, INC. MAKES NO WARRANTY AS TO THE ACCURACY OF THE INFORMATION PROVIDED HEREON WHICH MAY BE SUBJECT TO CHANGE WITHOUT NOTICE. THE ENGINEER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT AND SHALL FOLLOW THE ENGINEERING STANDARDS AND PRACTICES OF THE STATE OF IOWA. ANY DISCREPANCIES OR CONFLICTS WHICH ARE ALLEGED.

PROJECT NAME: ANTLER RIDGE PLAT 1  
 DESCRIPTION: PHASE 1A PRELIMINARY PLAT - POLK COUNTY, IOWA

PROJECT NO.: 22183  
 DATE: 8/10/2023  
 DRAWN BY: BLH  
 CHECKED BY: JTN  
 SHEET NO.: 9/27  
 SHEET TITLE: D.03  
 SHEET SIZE: 24" X 36"

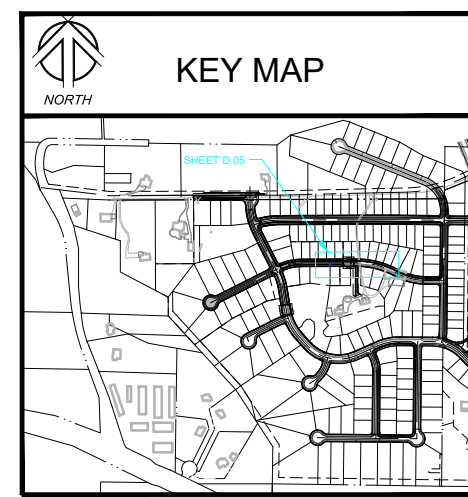
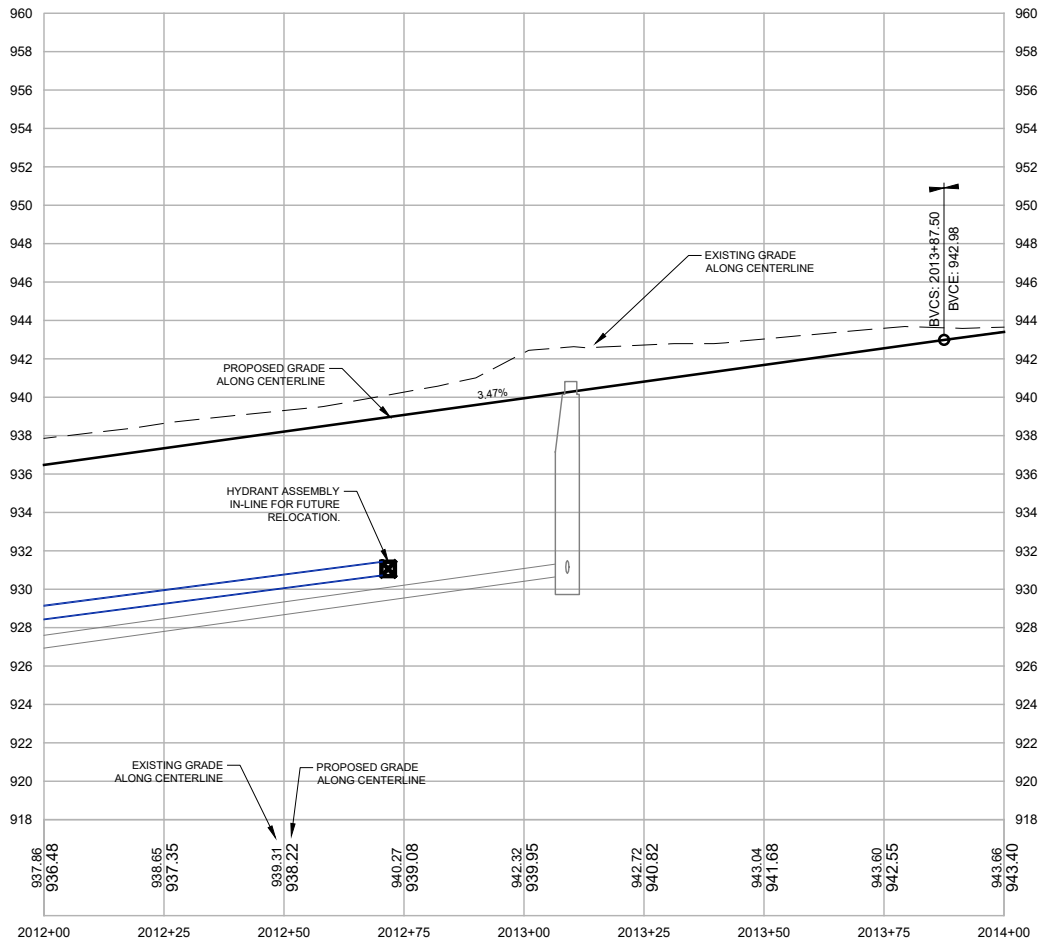
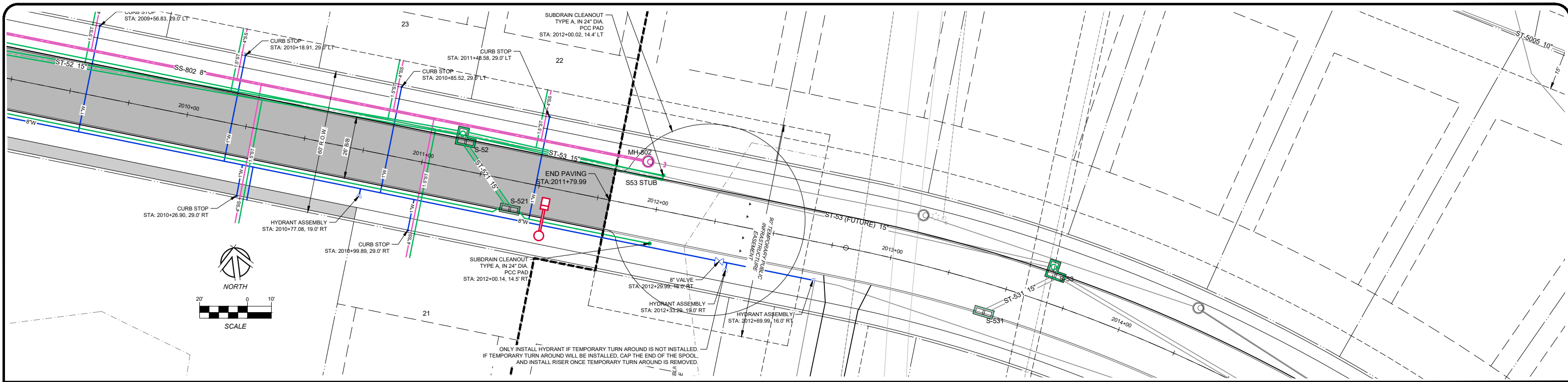


1933 SW MAGAZINE ROAD  
 ANKENY, IOWA 50023-2555  
 (515) 965-0123 phone • (515) 965-3322 fax  
 Civil Engineering • Land Surveying  
**NILLES ASSOCIATES**  
 Landscape Architecture

REVISIONS TO ALL SHEETS:  
 1) REVISIONS TO ALL SHEETS.  
 2) (08/2023) REVISIONS PER CITY OF POLK CITY COMMENTS.  
 3) (07/2023) REVISIONS PER CITY OF POLK CITY COMMENTS.  
 4) (08/2023) REVISION PER CITY OF POLK CITY COMMENTS.  
 5) (08/2023) REVISION PER CITY OF POLK CITY COMMENTS.  
 6) (08/2023) REVISION PER CITY OF POLK CITY COMMENTS.  
 7) (08/2023) REVISION PER CITY OF POLK CITY COMMENTS.

NOTE: NILLES ASSOCIATES, INC. WAIVES ANY AND ALL CLAIMS FOR DAMAGES, INCLUDING BUT NOT LIMITED TO, CONSEQUENTIAL DAMAGES, ARISING FROM FAILURE TO OBTAIN NECESSARY PERMITS FROM THE CITY OF POLK CITY, IOWA, OR FROM THE ENGINEER'S NEGLIGENCE OR FROM THE ENGINEER'S NEGLIGENCE IN THE PERFORMANCE OF HIS PROFESSIONAL SERVICES. THE ENGINEER'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT AND SHALL NOT BE EXTENDED TO OTHER AREAS AND SHALL FOLLOW THE ENGINEER'S OBLIGATIONS UNDER THE PROFESSIONAL ENGINEERING BOARD'S REGULATIONS AND STANDARDS OF PRACTICE. NO CONTRACTS WHICH ARE ALLEGED.

PROJECT NAME: ANTLER RIDGE PLAT 1  
 DESCRIPTION: PHASE 1A PRELIMINARY PLAT - POLK CITY, IOWA  
 PROJECT NUMBER: 22183  
 DATE: 8/10/2023  
 DRAWN BY: BLH  
 CHECKED BY: JTN  
 SHEET NUMBER: 10/27  
 SHEET SIZE: 24" X 36"  
 SHEET TITLE: D.04



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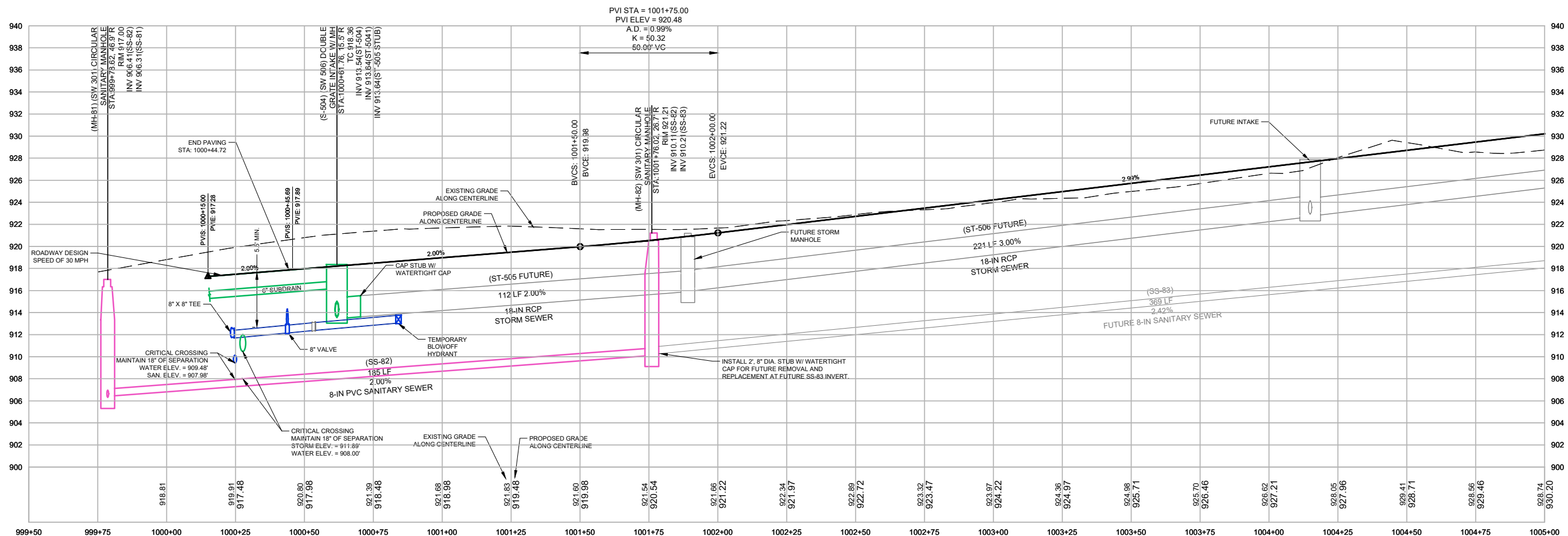
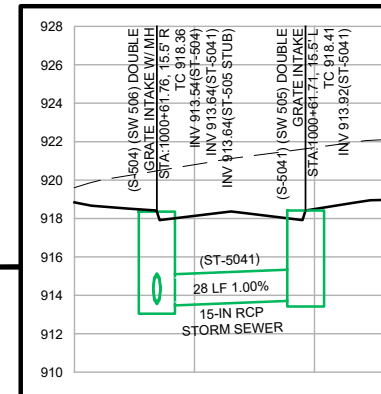
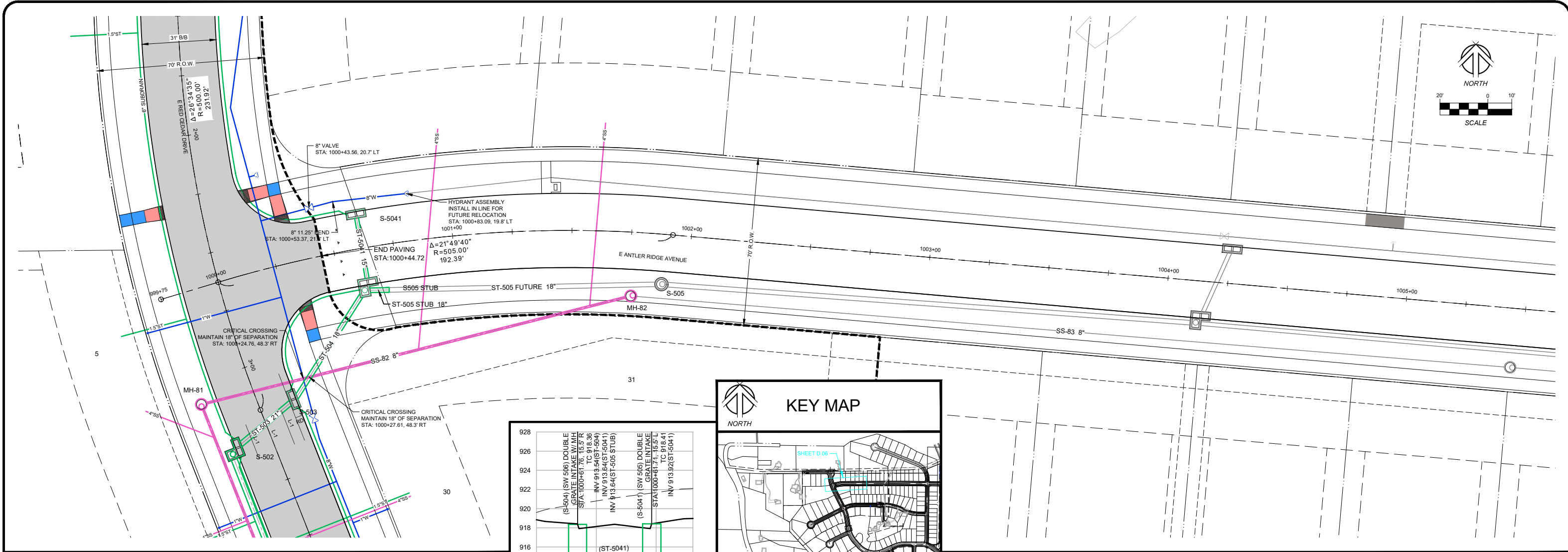
REVISIONS:  
 1) 11/20/2023 (REVISED) TO ALL SHEETS.  
 2) 10/20/2023 (REVISED) PER CITY OF POLK CITY COMMENTS.  
 3) 07/15/2023 (REVISED) PER CITY OF POLK CITY COMMENTS.  
 4) 08/10/2023 (REVISED) PER CITY OF POLK CITY COMMENTS.  
 5) 08/10/2023 (REVISED) PER CITY OF POLK CITY COMMENTS.  
 6) 08/10/2023 (REVISED) PER CITY OF POLK CITY COMMENTS.  
 7) 08/10/2023 (REVISED) PER CITY OF POLK CITY COMMENTS.

NOTE: NILLES ASSOCIATES, INC. AND ITS EMPLOYEES SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECTS SHOWN ON THESE PLANS. THE ENGINEER'S RESPONSIBILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECTS SHOWN ON THESE PLANS. THE ENGINEER DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED BY OTHER SOURCES. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR ANY OMISSIONS, INCONSISTENCIES, AMBIGUITIES, OR CONFLICTS WHICH ARE ALLEGED.

PROJECT NAME:  
**ANTLER RIDGE PLAT 1**  
 ANA PHASE 1A PRELIMINARY PLAT - POLK CITY, IOWA

DESCRIPTION:  
**PLAN & PROFILE - EAST PINE RIDGE AVENUE**

PROJECT NO.: 22183  
 DATE: 8/10/2023  
 DRAWN BY: BLH  
 CHECKED BY: JTN  
 SHEET SIZE: 24" X 36"  
 SHEET TITLE: D.05  
 SHEET NO.: 11 / 27

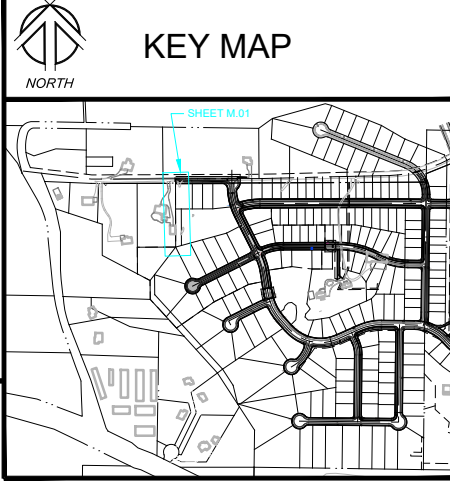
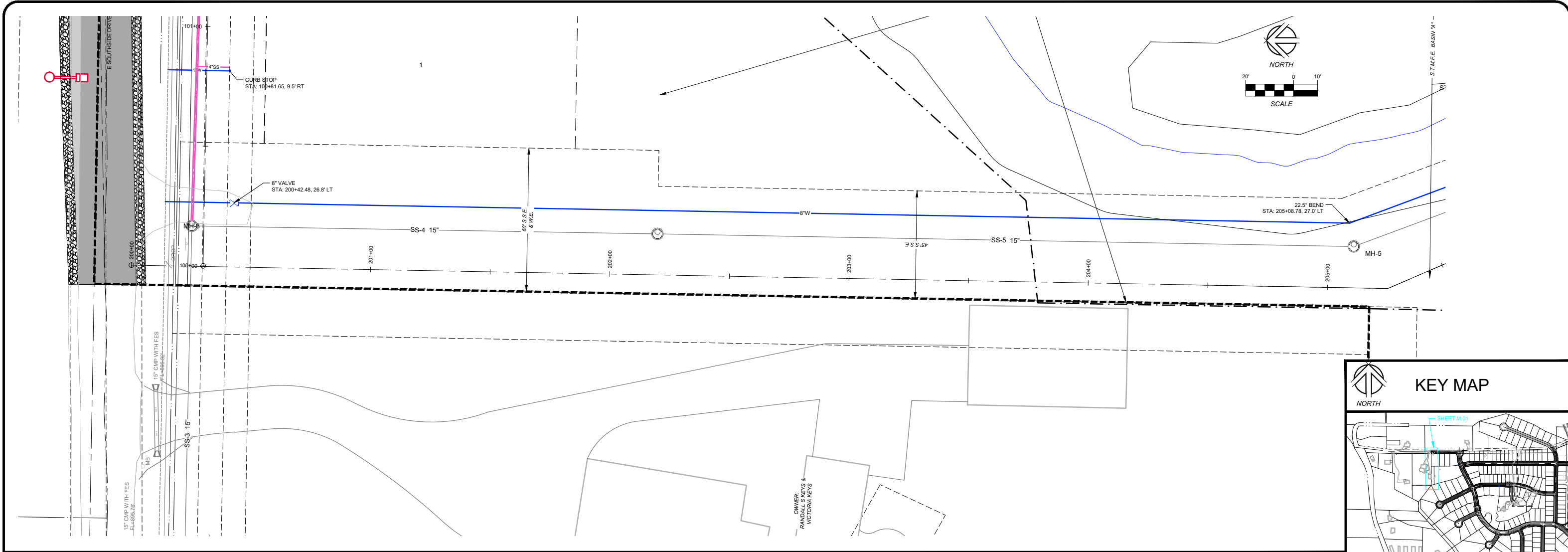


REVISIONS TO ALL SHEETS:  
 1) INCORPORATES THE WASTEWATER  
 2) 10/20/2023 REVISIONS PER CITY OF POLK CITY COMMENTS.  
 3) 11/15/2023 REVISIONS PER CITY OF POLK CITY COMMENTS.  
 4) 12/08/2023 REVISION PER CITY OF POLK CITY COMMENT.  
 5) 12/15/2023 REVISIONS PER CITY OF POLK CITY COMMENT.  
 6) 12/22/2023 REVISIONS PER CITY OF POLK CITY COMMENT.  
 7) 12/29/2023 REVISIONS PER CITY OF POLK CITY COMMENT.

NOTE: NILLES ASSOCIATES, INC. WASTEWATER  
 PROJECTS ARE DESIGNED TO MEET THE  
 REQUIREMENTS OF THE IOWA DEPARTMENT OF  
 TRANSPORTATION AND THE IOWA DEPARTMENT OF  
 NATURAL RESOURCES. THE ENGINEER'S  
 DESIGN SHALL BE IN ACCORDANCE WITH THE  
 IOWA DEPARTMENT OF TRANSPORTATION  
 AND IOWA DEPARTMENT OF NATURAL  
 RESOURCES STANDARDS AND SPECIFICATIONS  
 OR CONFLICTS WHICH ARE ALLEGED.

PROJECT NAME:  
**ANTLER RIDGE PLAT 1**  
 ANA PHASE I A ON PRELIMINARY PLAT - POLK CITY, IOWA  
 PLAN & PROFILE - EAST PINE RIDGE AVENUE

PROJECT NO.:  
**22183**  
 DATE: 8/10/2023  
 DRAWN BY: BLH  
 CHECKED BY: JTN  
 SHEET SIZE: 24" X 36"  
 SHEET NO.: **D.06**  
 SHEET TOTAL: **12/27**

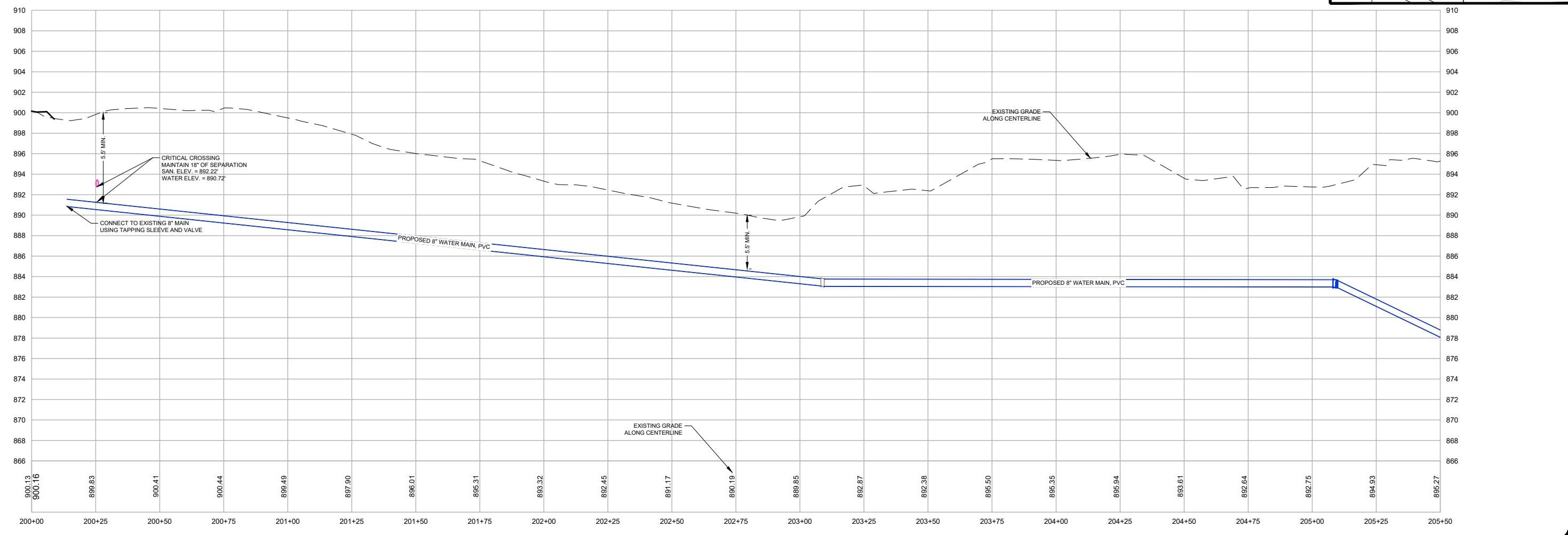


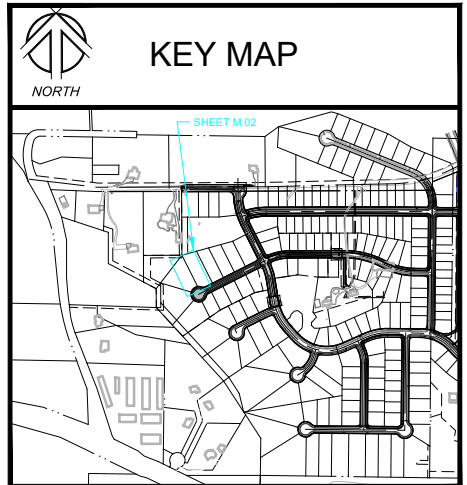
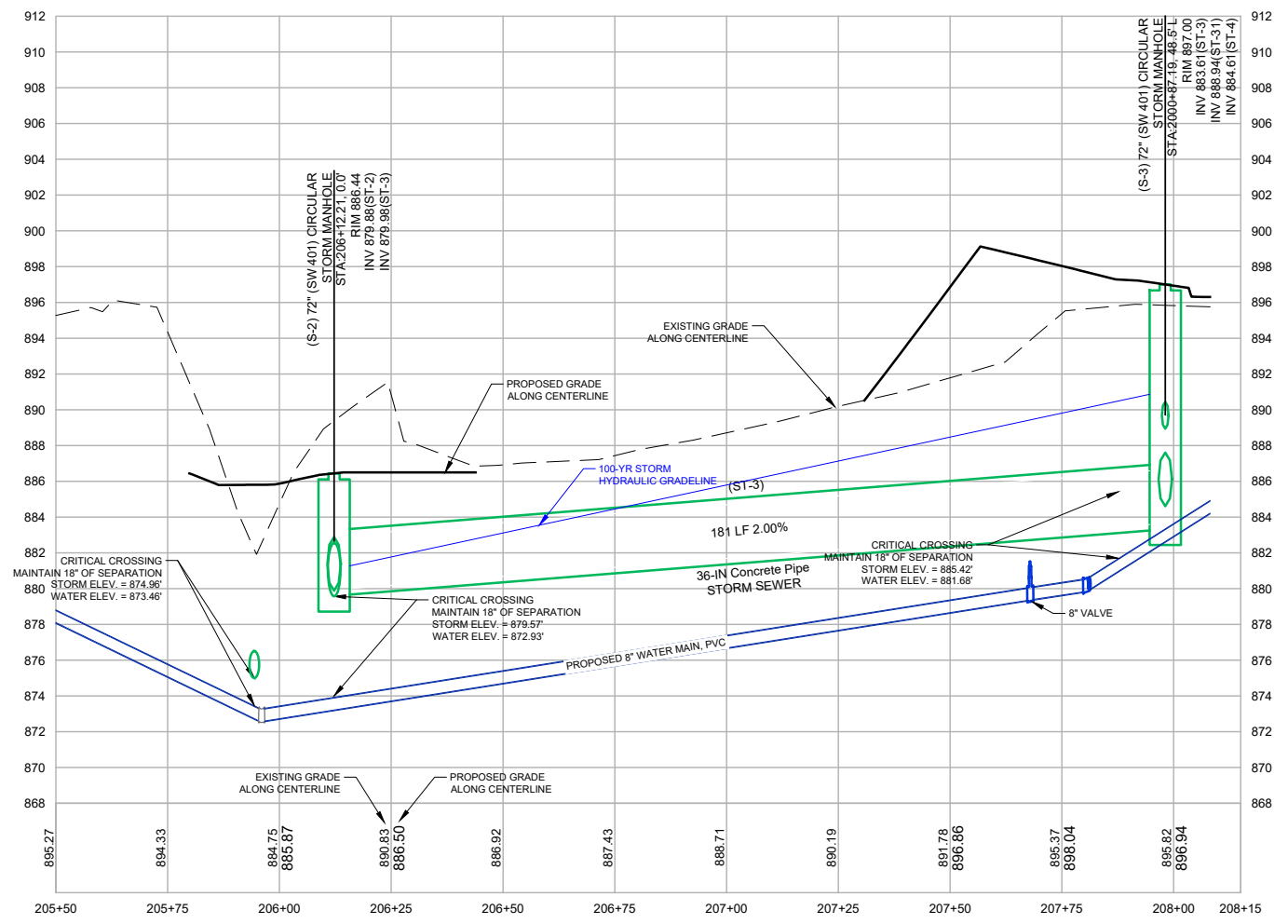
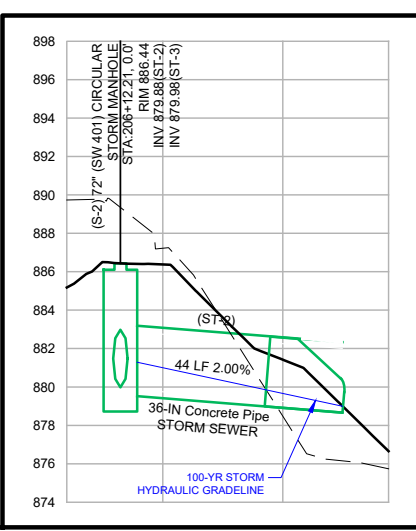
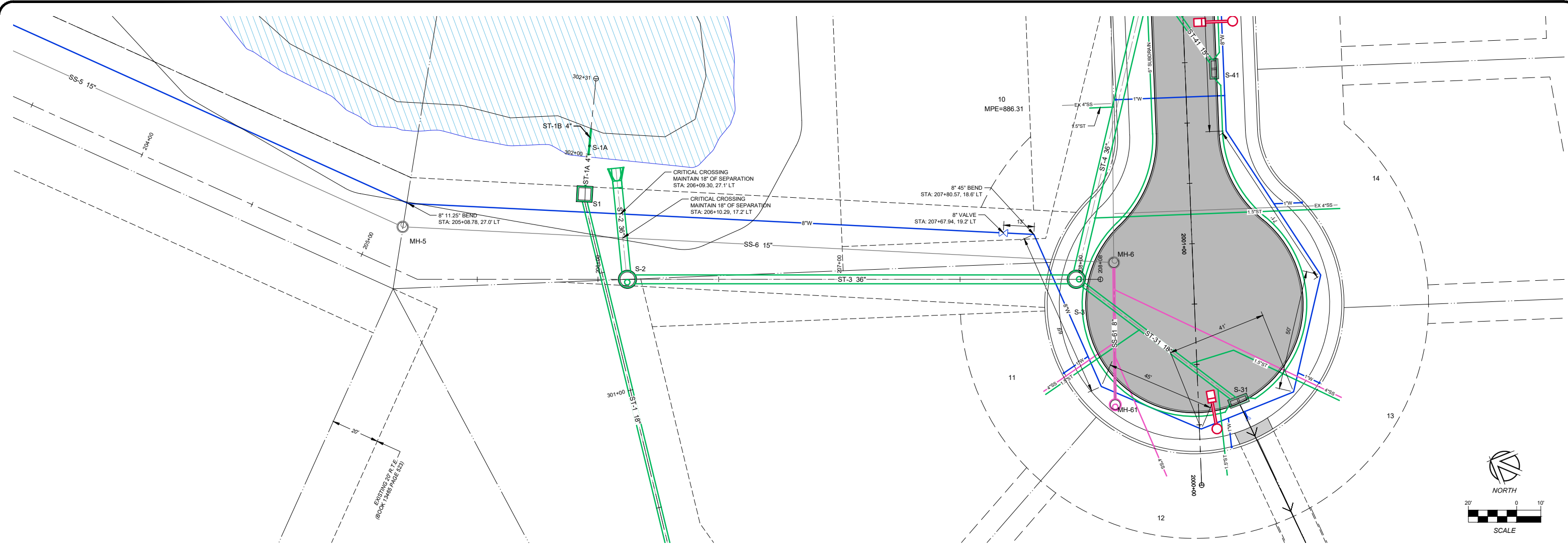
1933 SW MAGAZINE ROAD  
 ANKENY, IOWA 50023-2555  
 (515) 965-0123 phone - (515) 965-3322 fax  
**NILLES ASSOCIATES**  
 Civil Engineering - Land Surveying  
 Landscape Architecture

REVISIONS:  
 1) (10/20/2023) REVISIONS TO ALL SHEETS.  
 2) (09/22/2023) REVISIONS PER CITY OF POLK CITY COMMENTS.  
 3) (07/15/2023) REVISIONS PER CITY OF POLK CITY COMMENTS.  
 4) (08/10/2023) REVISION PER CITY OF POLK CITY COMMENT.  
 5) ( )  
 6) ( )  
 7) ( )

NOTE: NILLES ASSOCIATES, INC. MAKES NO WARRANTY, EXPRESS OR IMPLIED, FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREIN. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE INFORMATION AND FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

PROJECT NAME: ANTLER RIDGE PLAT 1  
 ANA PHASE I A ON PRELIMINARY PLAT - POLK CITY, IOWA  
 PLAN & PROFILE SHEET  
 PROJECT NO.: 22183  
 DATE: 8/10/2023  
 DRAWN BY: BLH  
 CHECKED BY: JTN  
 SHEET SIZE: 24" X 36"  
 SHEET TITLE: M.01  
 SHEET NO.: 12/27





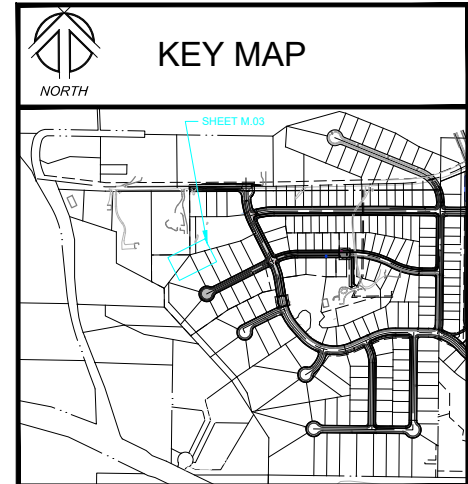
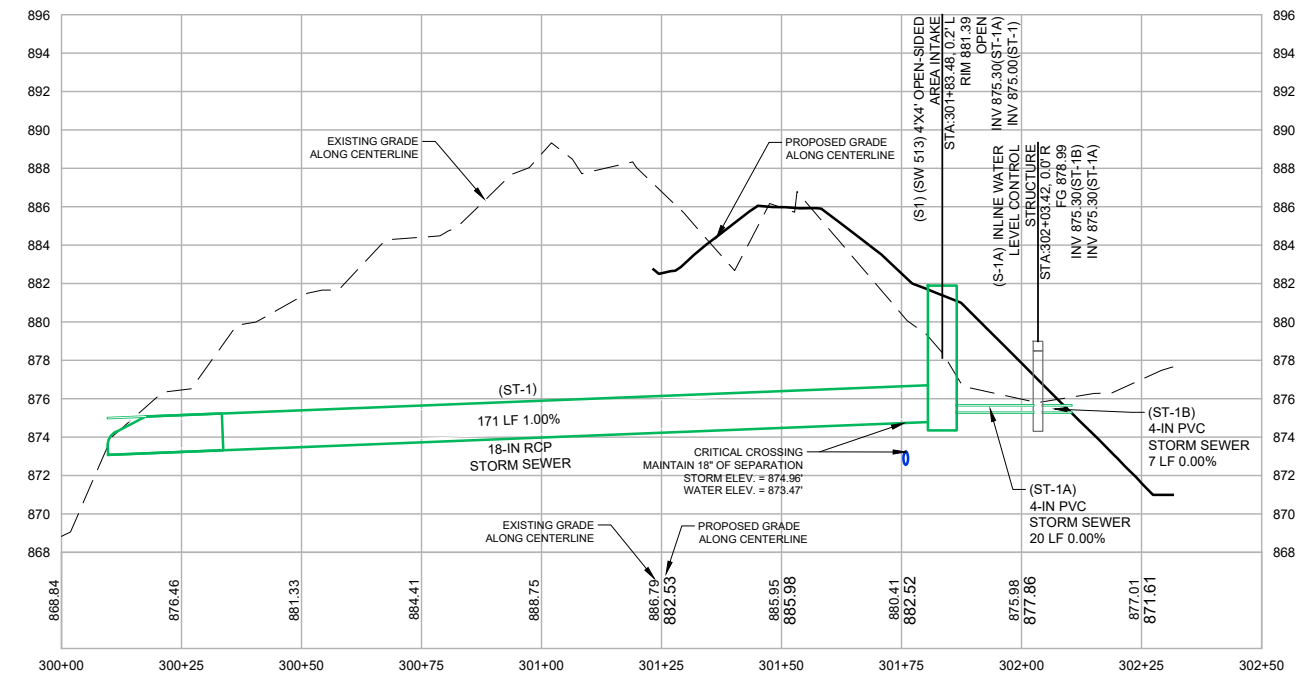
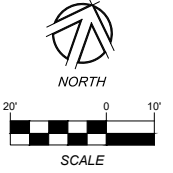
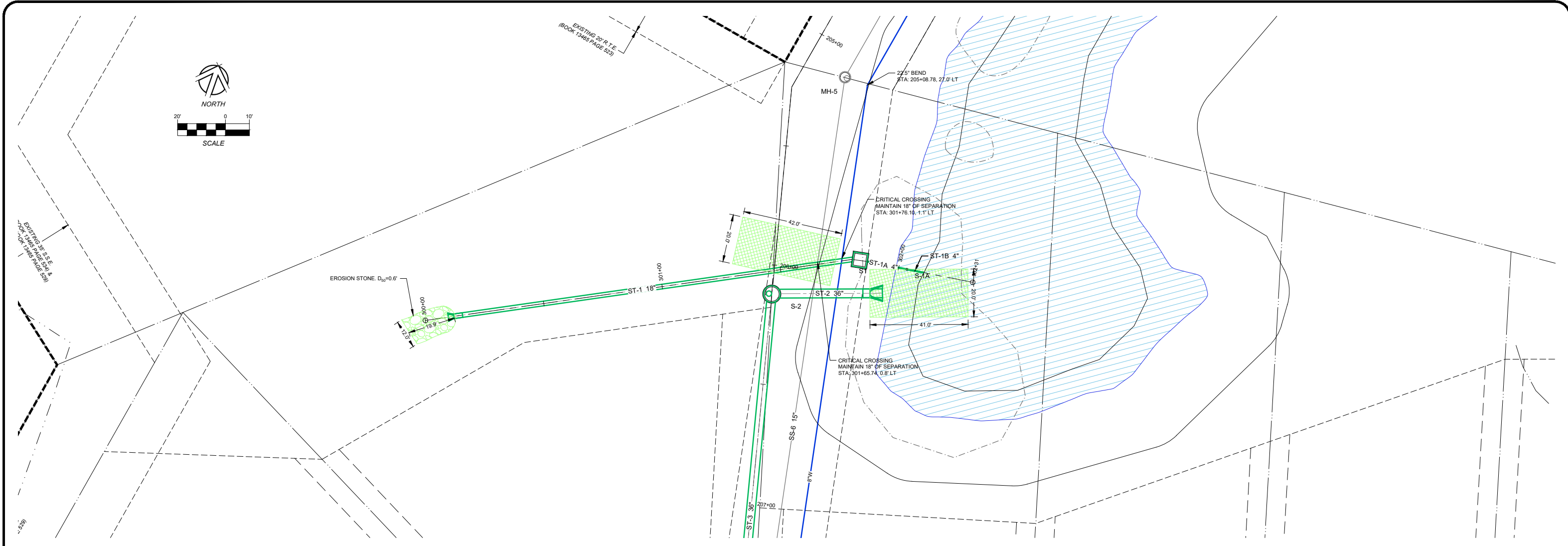
**ANTLER RIDGE PLAT 1**  
 ANA PHASE 1A DEVELOPMENT PLAT - POLK COUNTY, IOWA  
 PLAN & PROFILE SHEET

**NILLES ASSOCIATES**  
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 Civil Engineering - Land Surveying  
 Landscape Architecture

REVISIONS:  
 1) (10/20/2023) REVISIONS TO ALL SHEETS.  
 2) (09/20/2023) REVISIONS PER CITY OF POLK CITY COMMENTS.  
 3) (07/15/2023) REVISIONS PER CITY OF POLK CITY COMMENTS.  
 4) (08/10/2023) REVISION PER CITY OF POLK CITY COMMENT.  
 5) (08/10/2023) REVISIONS PER CITY OF POLK CITY COMMENT.  
 6) (08/10/2023) REVISIONS PER CITY OF POLK CITY COMMENT.  
 7) (08/10/2023) REVISIONS PER CITY OF POLK CITY COMMENT.

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PROJECT NAME:	ANTLER RIDGE PLAT 1
DATE:	8/10/2023
DRAWN BY:	BLH
CHECKED BY:	JTN
SHEET SIZE:	24" X 36"
SHEET TITLE:	M.02
SHEET NO.:	13 / 27



**ANTLER RIDGE PLAT 1**  
 PHASE 1A PRELIMINARY PLAT - POLK COUNTY, IOWA  
**PLAN & PROFILE - STORM SEWER**

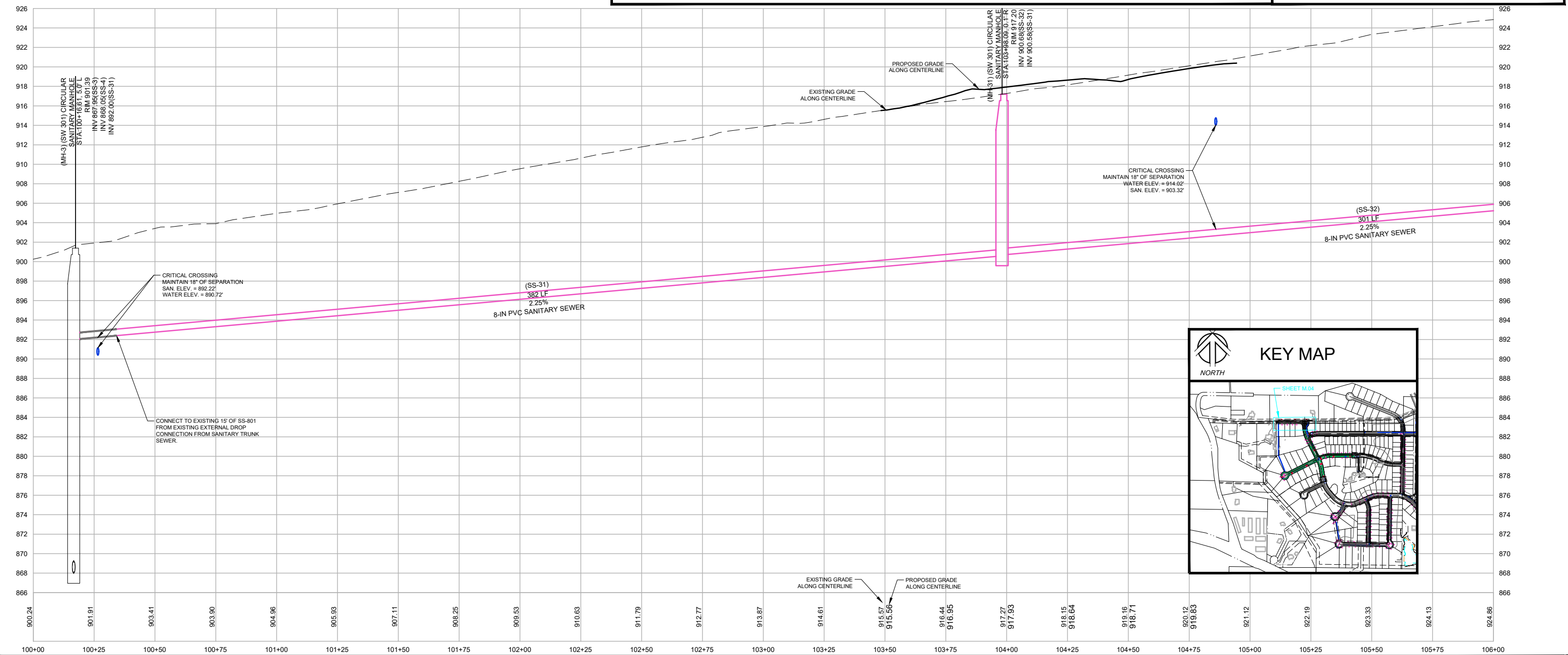
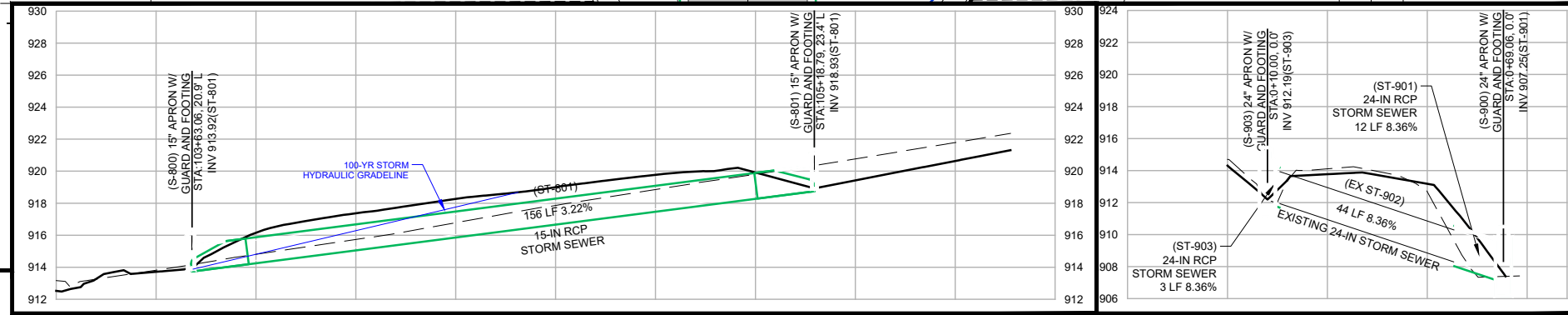
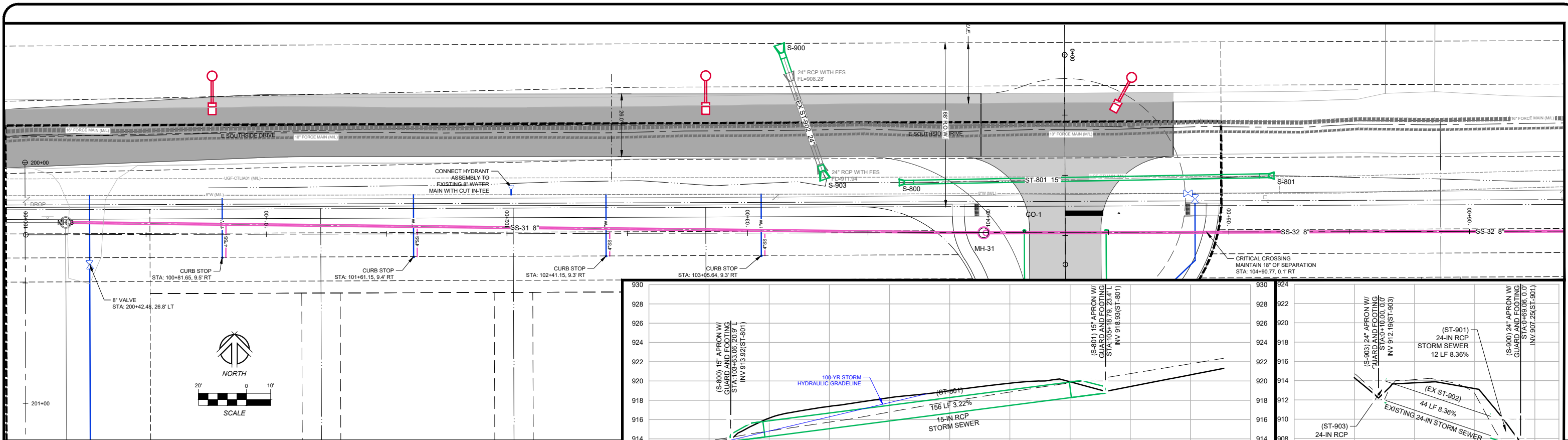
**NILLES ASSOCIATES**  
 Civil Engineering - Land Surveying  
 Landscape Architecture

1933 SW MAGAZINE ROAD  
 ANKENY, IOWA 50023-2555  
 (515) 965-0123 phone - (515) 965-3322 fax

REVISIONS:  
 1) PRELIMINARY TO ALL SHEETS.  
 2) 10/20/2023 REVISIONS PER CITY OF POLK CITY COMMENTS.  
 3) 11/15/2023 REVISIONS PER CITY OF POLK CITY COMMENTS.  
 4) 12/08/2023 REVISION PER CITY OF POLK CITY COMMENT.  
 5) 12/15/2023 REVISION PER CITY OF POLK CITY COMMENT.  
 6) 12/22/2023 REVISION PER CITY OF POLK CITY COMMENT.  
 7) 12/29/2023 REVISION PER CITY OF POLK CITY COMMENT.

NOTE: NILLES ASSOCIATES, INC. WARRANTS THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE AND COMPLETE TO THE BEST OF OUR KNOWLEDGE AND BELIEF AT THE TIME OF PREPARATION. WE DO NOT WARRANT OR REPRESENT THAT THE INFORMATION CONTAINED HEREIN IS COMPLETELY ACCURATE OR COMPLETELY CURRENT. THE USER OF THIS INFORMATION SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY AND COMPLETENESS OF THE INFORMATION CONTAINED HEREIN. NILLES ASSOCIATES, INC. SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING CONSEQUENTIAL DAMAGES, ARISING FROM THE USE OF THIS INFORMATION.

PROJECT NAME: ANTLER RIDGE PLAT 1  
 SHEET NO.: 14 / 27  
 DATE: 8/10/2023  
 DRAWN BY: BLH  
 CHECKED BY: JTN  
 SHEET SIZE: 24" X 36"  
 SHEET TITLE: M.03

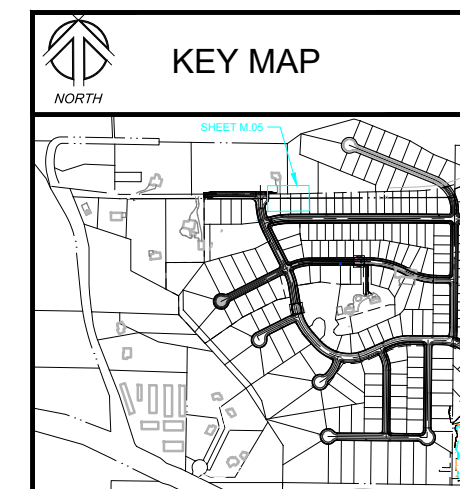
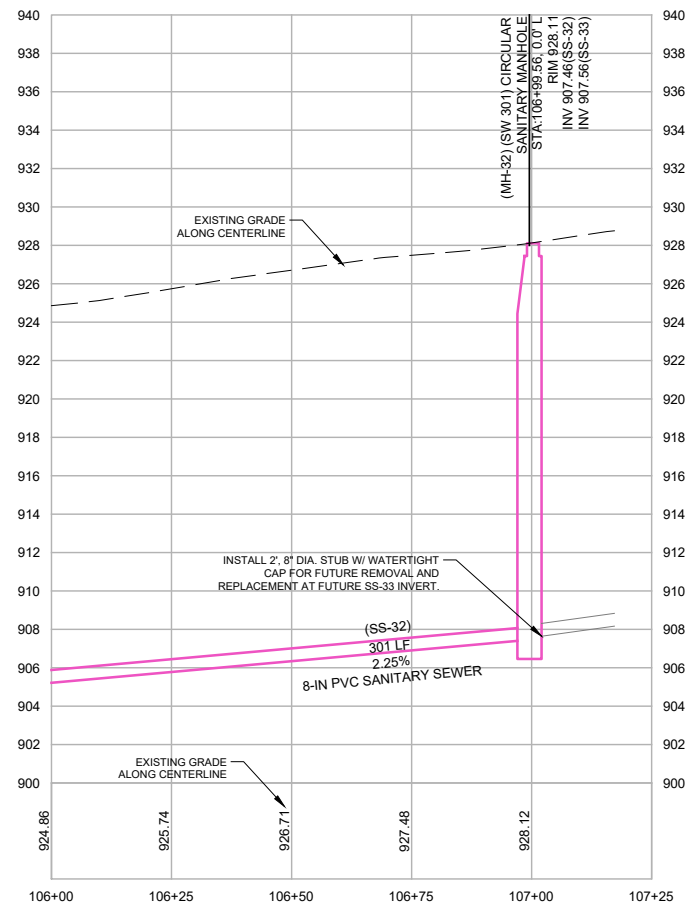
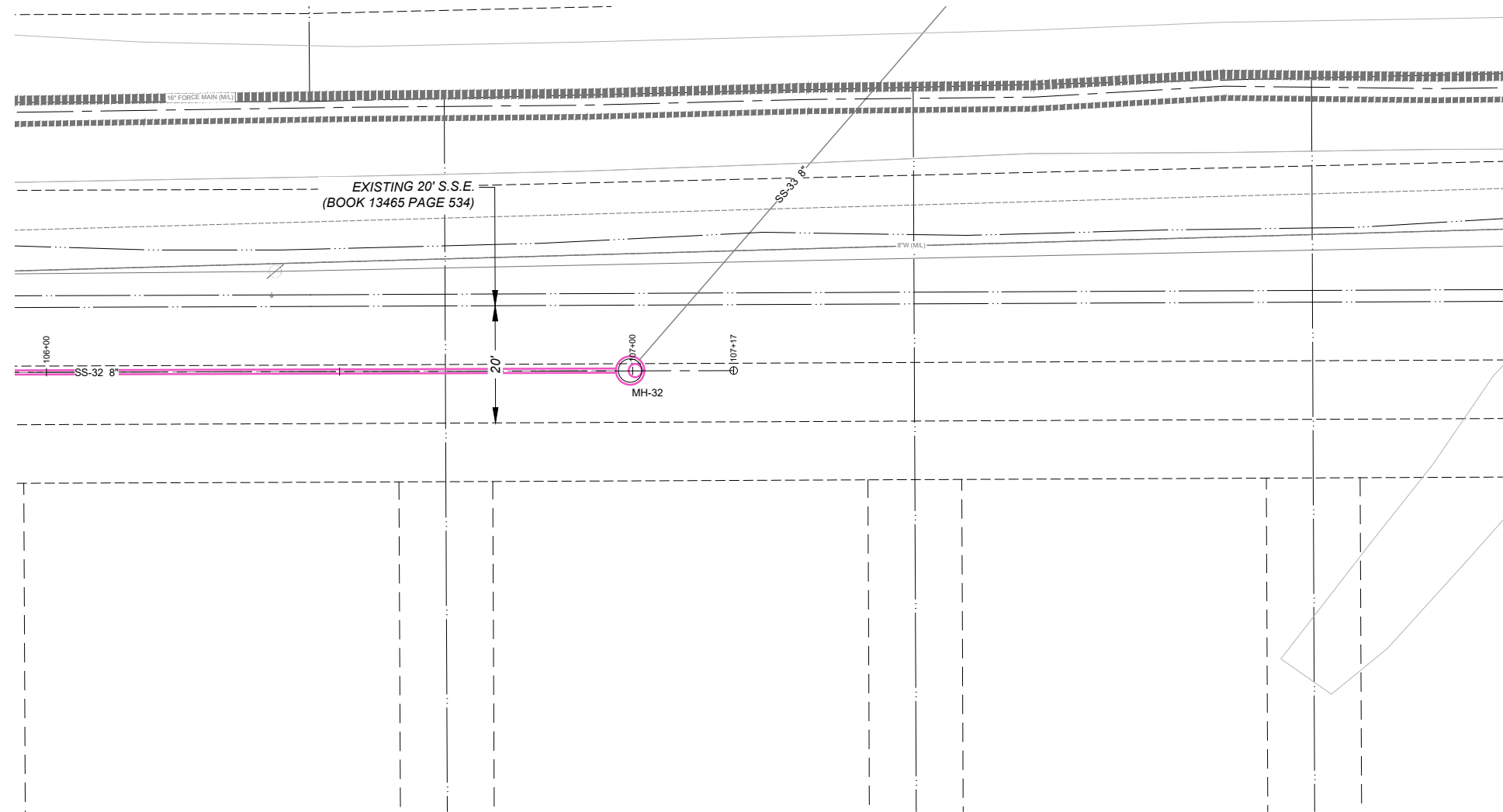
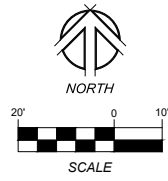


REVISIONS TO ALL SHEETS:

- 1) (08/2023) REVISIONS PER CITY OF POLK CITY COMMENTS.
- 2) (07/2023) REVISIONS PER CITY OF POLK CITY COMMENTS.
- 3) (07/2023) REVISIONS PER CITY OF POLK CITY COMMENTS.
- 4) (08/2023) REVISION PER CITY OF POLK CITY COMMENTS.
- 5) (08/2023) REVISIONS PER CITY OF POLK CITY COMMENTS.
- 6) (08/2023) REVISIONS PER CITY OF POLK CITY COMMENTS.
- 7) (08/2023) REVISIONS PER CITY OF POLK CITY COMMENTS.

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**NILLES ASSOCIATES**

REVISIONS

- 1) (06/20/2023) REVISIONS TO ALL SHEETS.
- 2) (06/20/2023) REVISIONS PER CITY OF POLK CITY COMMENTS.
- 3) (07/13/2023) REVISIONS PER CITY OF POLK CITY COMMENTS.
- 4) (08/10/2023) REVISION PER CITY OF POLK CITY COMMENT.
- 5)
- 6)
- 7)

NOTE: NILLES ASSOCIATES, INC. MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY OF THE INFORMATION PROVIDED HEREIN. THE ENGINEER'S RESPONSIBILITY IS TO OBTAIN AND FOLLOW THE ENGINEER'S OMISSIONS, INCONSISTENCIES, AMBIGUITIES, OR CONFLICTS WHICH ARE ALLEGED.

PROJECT NAME  
**ANTLER RIDGE PLAT 1**  
 AKA PHASE 1A ON PRELIMINARY PLAT - POLK CITY, IOWA  
 PLAN & PROFILE - SANITARY SEWER

PROJECT NO.  
 22183

DATE  
 8/10/2023

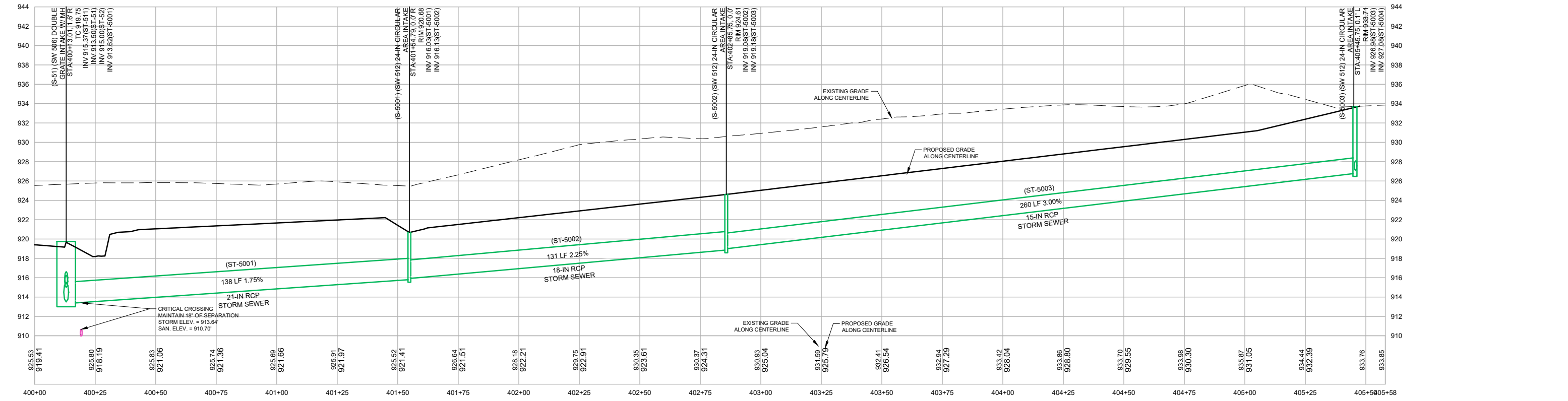
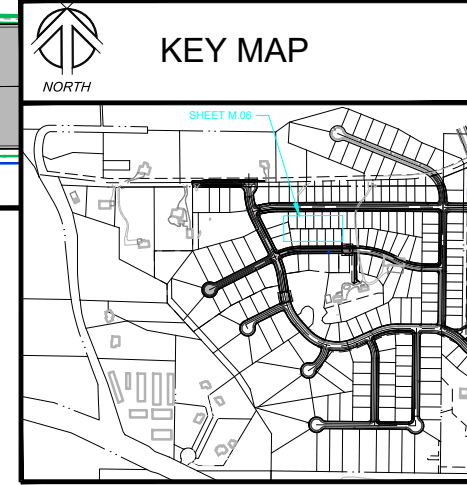
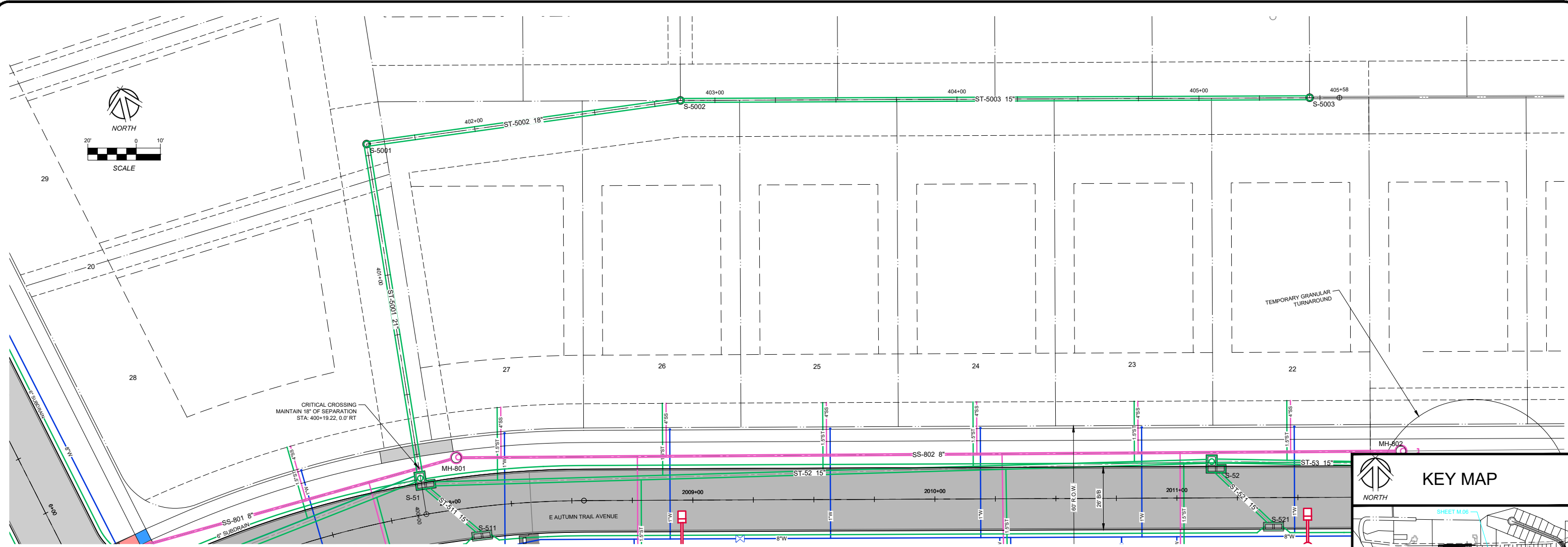
DRAWN BY  
 BLH

CHECKED BY  
 JTN

SHEET SIZE  
 24" X 36"

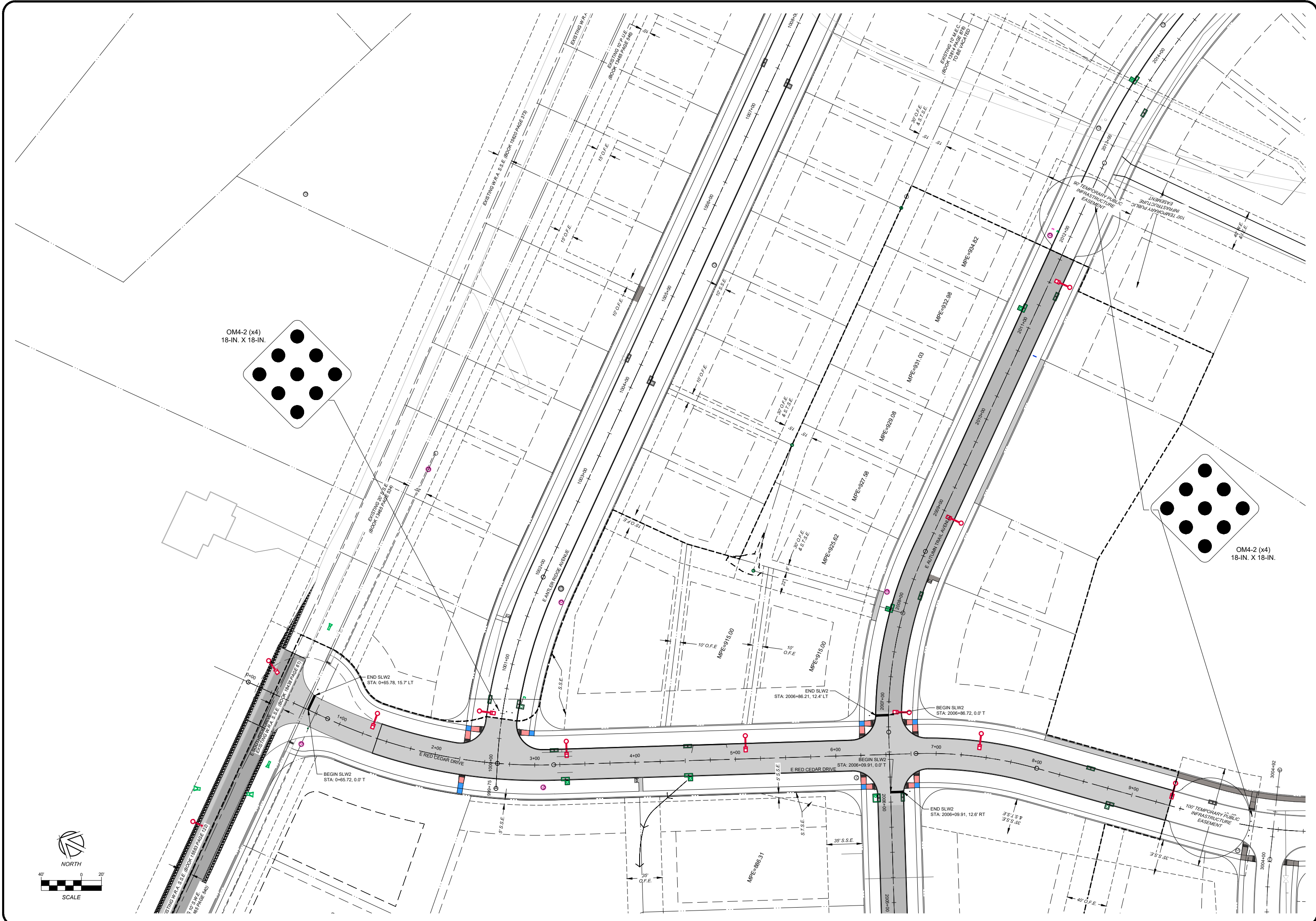
SHEET TITLE  
 M.05

SHEET NO.  
 16 / 27

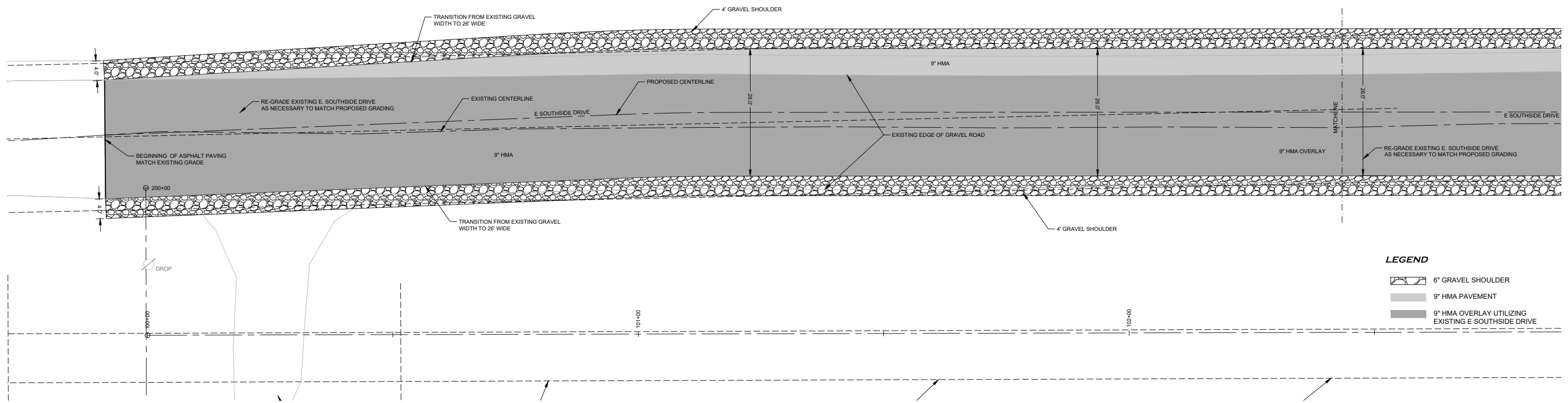
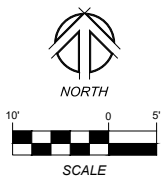


REVISIONS TO ALL SHEETS:  
 1) (08/2023) REVISIONS PER CITY OF POLK CITY COMMENTS.  
 2) (09/2023) REVISIONS PER CITY OF POLK CITY COMMENTS.  
 3) (11/2023) REVISIONS PER CITY OF POLK CITY COMMENTS.  
 4) (08/2023) REVISION PER CITY OF POLK CITY COMMENT.  
 5) (08/2023) REVISIONS PER CITY OF POLK CITY COMMENT.  
 6) (08/2023) REVISIONS PER CITY OF POLK CITY COMMENT.  
 7) (08/2023) REVISIONS PER CITY OF POLK CITY COMMENT.

NOTE: NILES ASSOCIATES, INC. MAKES NO WARRANTY, EXPRESS OR IMPLIED, FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREIN. THE USER OF THIS INFORMATION SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND FOR OBTAINING AND FOLLOWING THE ENGINEER'S REVISIONS. INCONSISTENCIES AMONG THE DRAWINGS SHALL BE RESOLVED BY THE ENGINEER. NO CONFLICTS WHICH ARE ALLEGED.



NAI NO.	22183
DATE	8/10/2023
DRAWN BY	BLH
CHECKED BY	JTN
SHEET SIZE	24" X 36"
SHEET TITLE	J.01
SHEET NO.	18 / 27

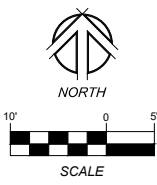


- LEGEND**
- 6" GRAVEL SHOULDER
  - 9" HMA PAVEMENT
  - 9" HMA OVERLAY UTILIZING EXISTING E SOUTHSIDE DRIVE

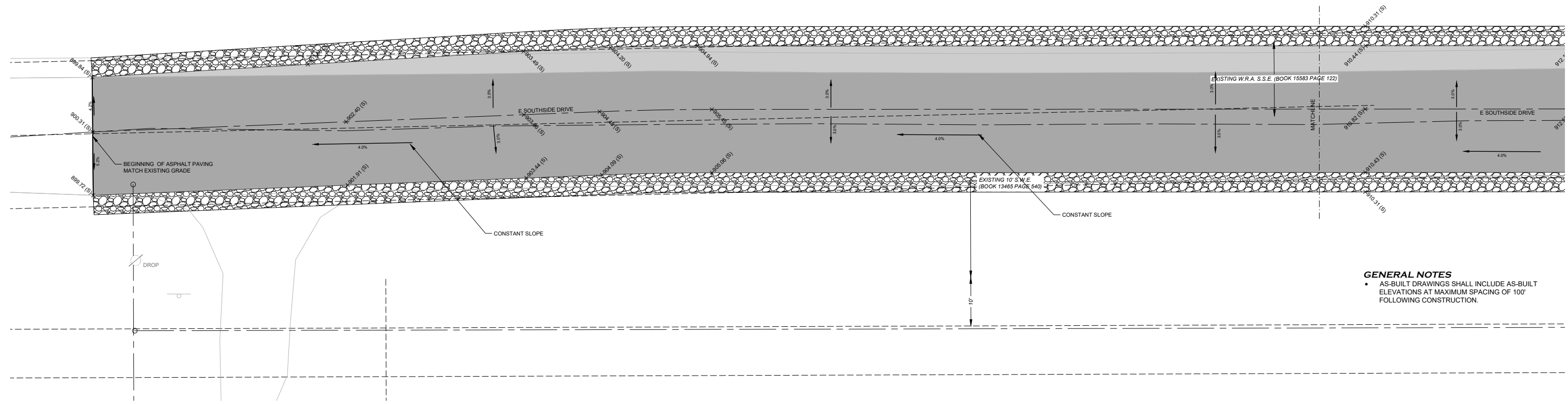
REVISIONS

- 1) (10/20/2023) REVISIONS TO ALL SHEETS.
- 2) (09/20/2023) REVISIONS PER CITY OF POLK CITY COMMENTS.
- 3) (07/15/2023) REVISIONS PER CITY OF POLK CITY COMMENTS.
- 4) (06/15/2023) REVISIONS PER CITY OF POLK CITY COMMENTS.
- 5) (05/15/2023) REVISIONS PER CITY OF POLK CITY COMMENTS.
- 6) (04/15/2023) REVISIONS PER CITY OF POLK CITY COMMENTS.
- 7) (03/15/2023) REVISIONS PER CITY OF POLK CITY COMMENTS.

NOTE: NILES ASSOCIATES, INC. MAKES NO WARRANTY AS TO THE ACCURACY OF THE INFORMATION PROVIDED HEREIN WHICH MAY BE SUBJECT TO CHANGE WITHOUT NOTICE. THE ENGINEER'S RESPONSIBILITY IS TO THE CLIENT AND NOT TO THE PUBLIC. THE ENGINEER'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT AND DOES NOT INCLUDE THE DESIGN OR CONSTRUCTION OF ANY OTHER WORK. THE ENGINEER'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT AND DOES NOT INCLUDE THE DESIGN OR CONSTRUCTION OF ANY OTHER WORK.



**PAVING NOTES**  
 TC = TOP OF CURB ELEVATION  
 S = TOP OF SLAB ELEVATION



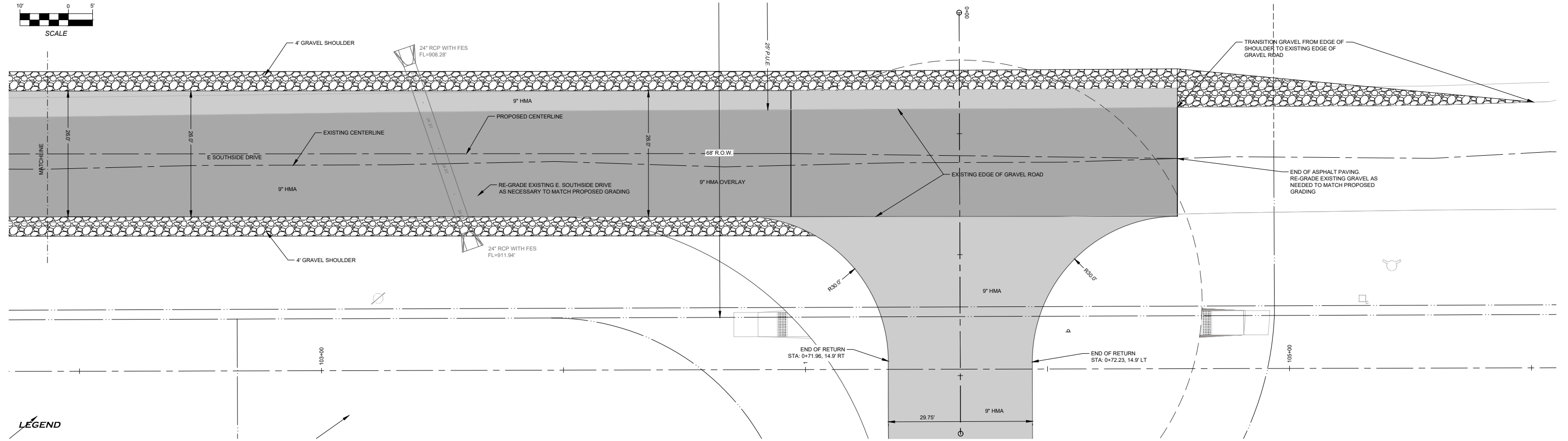
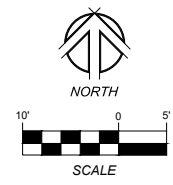
**GENERAL NOTES**

- AS-BUILT DRAWINGS SHALL INCLUDE AS-BUILT ELEVATIONS AT MAXIMUM SPACING OF 100' FOLLOWING CONSTRUCTION.

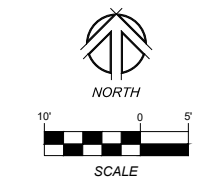
**ANTLER RIDGE PLAT 1**  
 ANA PHASE 1A PRELIMINARY PLAT - POLK CITY, IOWA  
 GEOMETRIC & JOINTING DETAILS

PROJECT NAME	ANTLER RIDGE PLAT 1
DATE	8/10/2023
DRAWN BY	BLH
CHECKED BY	JTN
SHEET SIZE	24" X 36"
SHEET TITLE	L.01
SHEET NO.	19/27

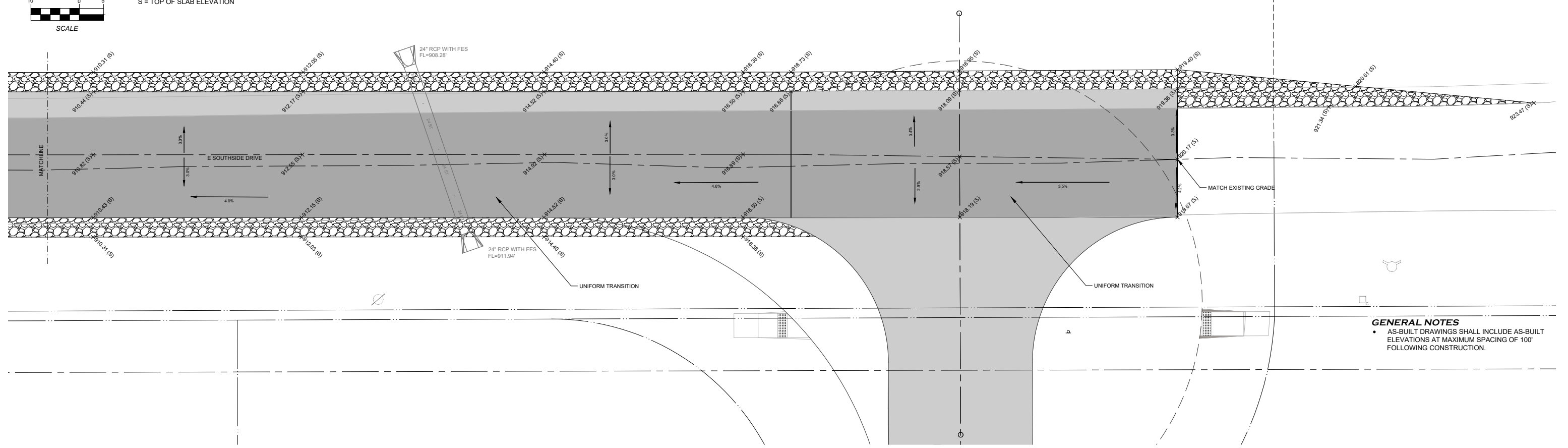




- LEGEND**
- 6" GRAVEL SHOULDER
  - 9" HMA PAVEMENT WIDENING
  - 9" HMA OVERLAY UTILIZING EXISTING E SOUTHSIDE DRIVE



**PAVING NOTES**  
 TC = TOP OF CURB ELEVATION  
 S = TOP OF SLAB ELEVATION



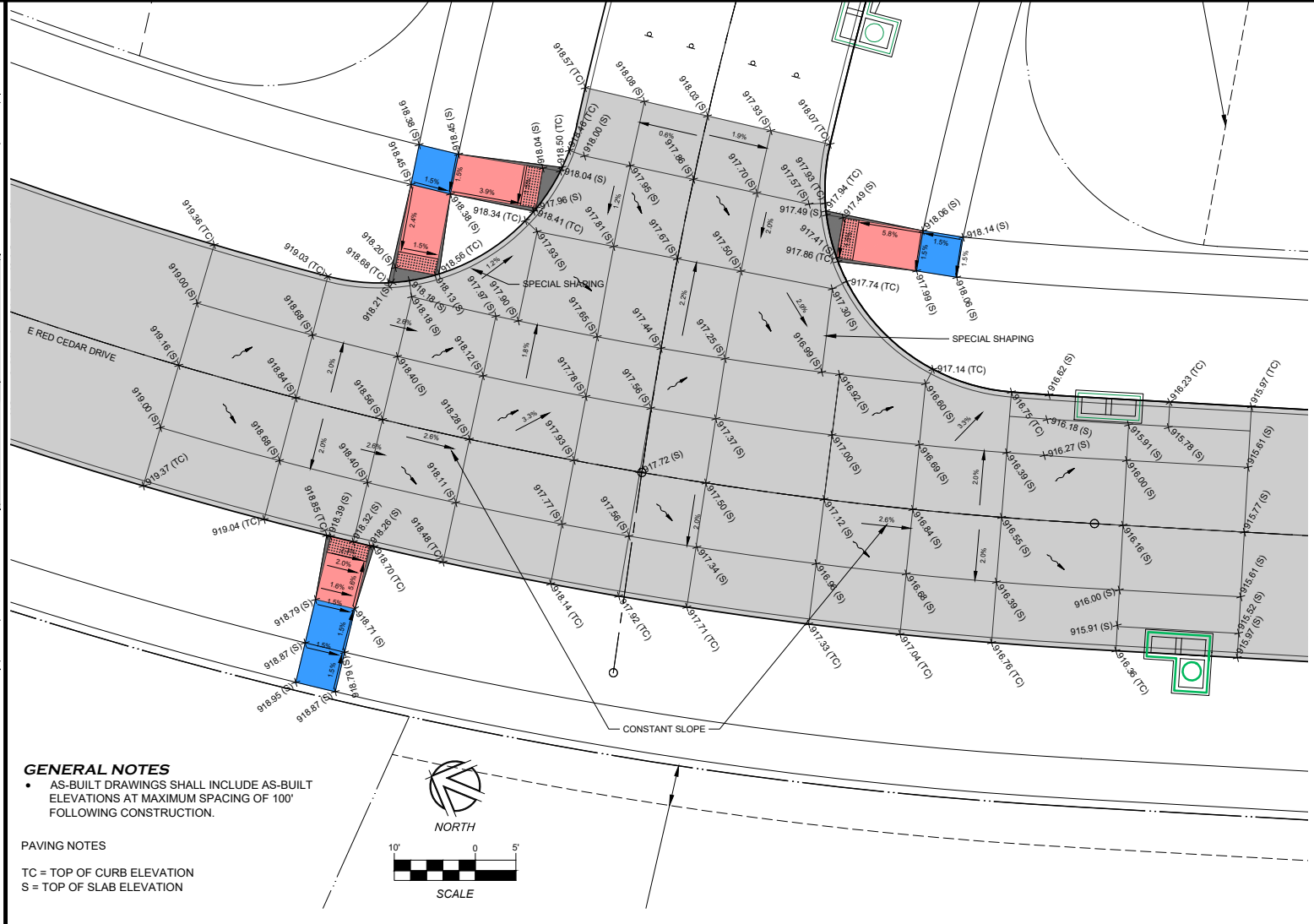
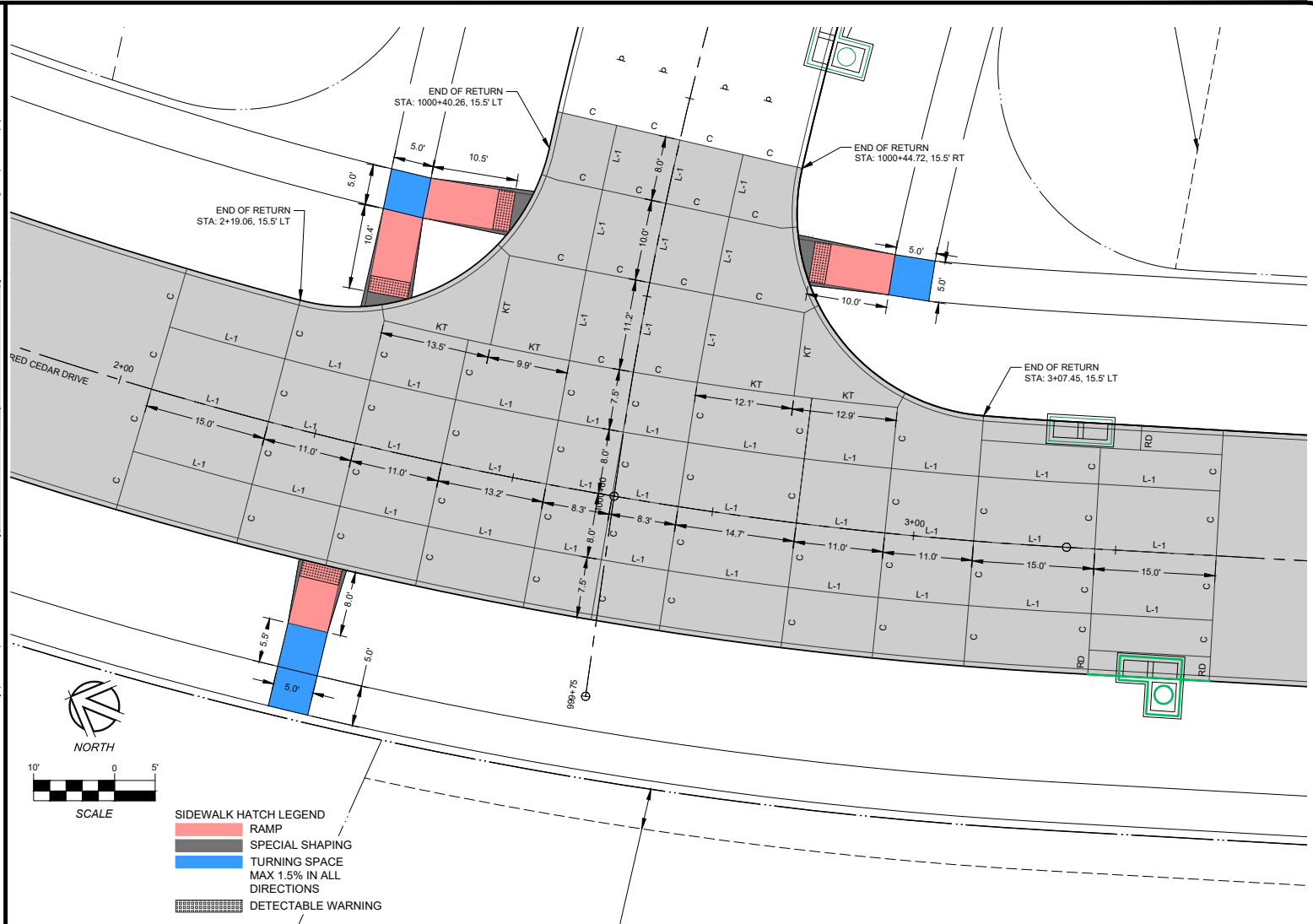
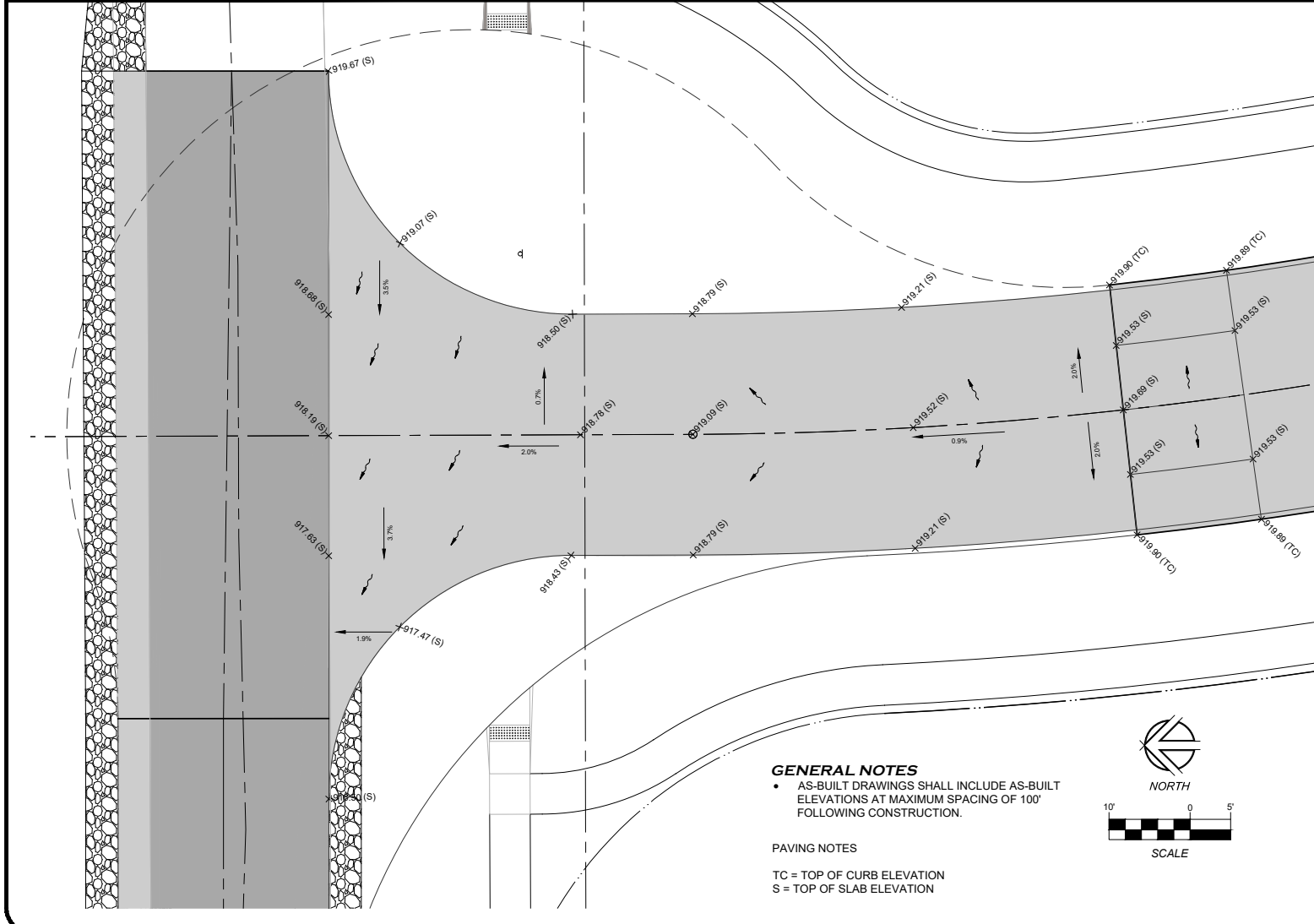
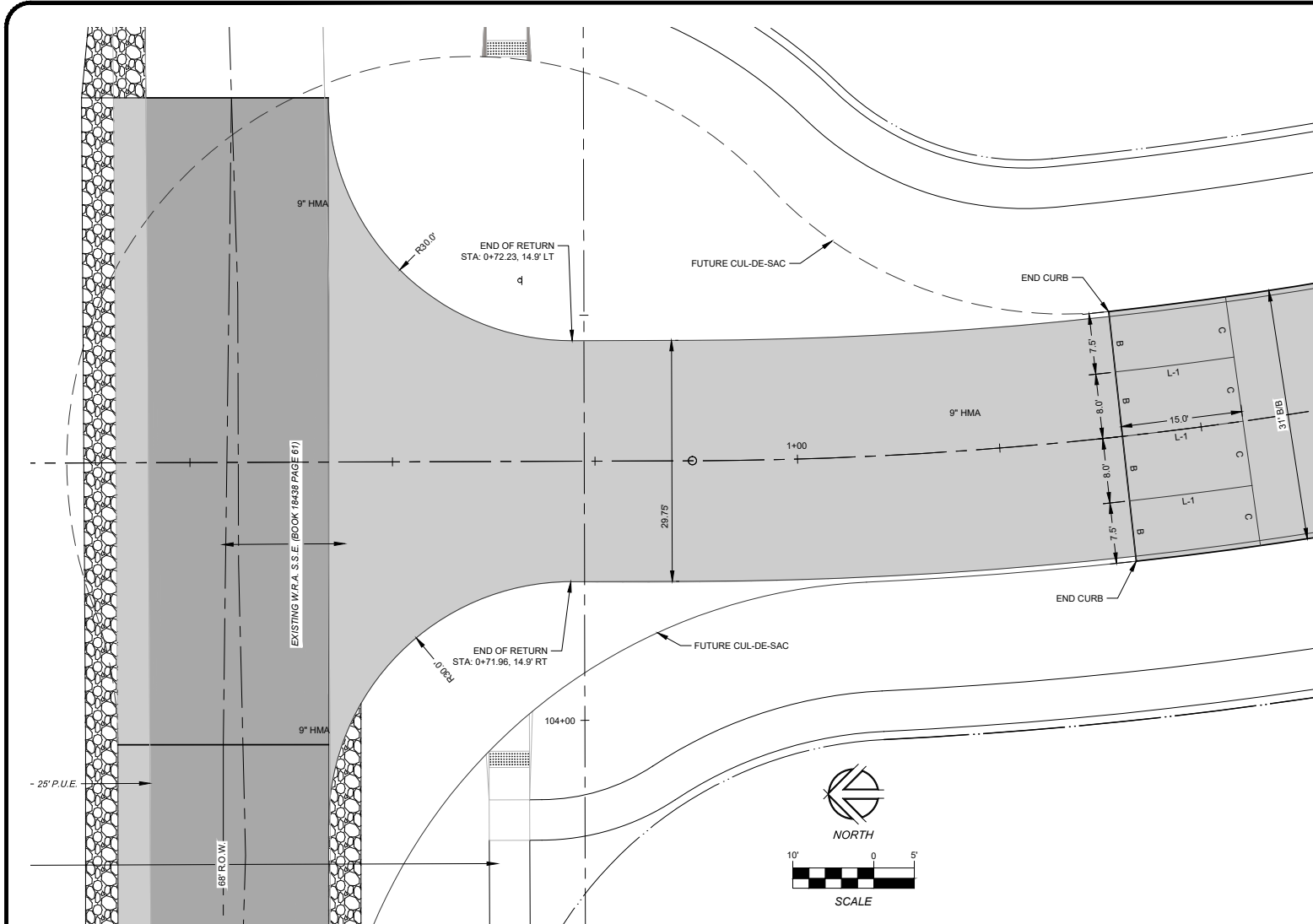
**GENERAL NOTES**  
 • AS-BUILT DRAWINGS SHALL INCLUDE AS-BUILT ELEVATIONS AT MAXIMUM SPACING OF 100' FOLLOWING CONSTRUCTION.

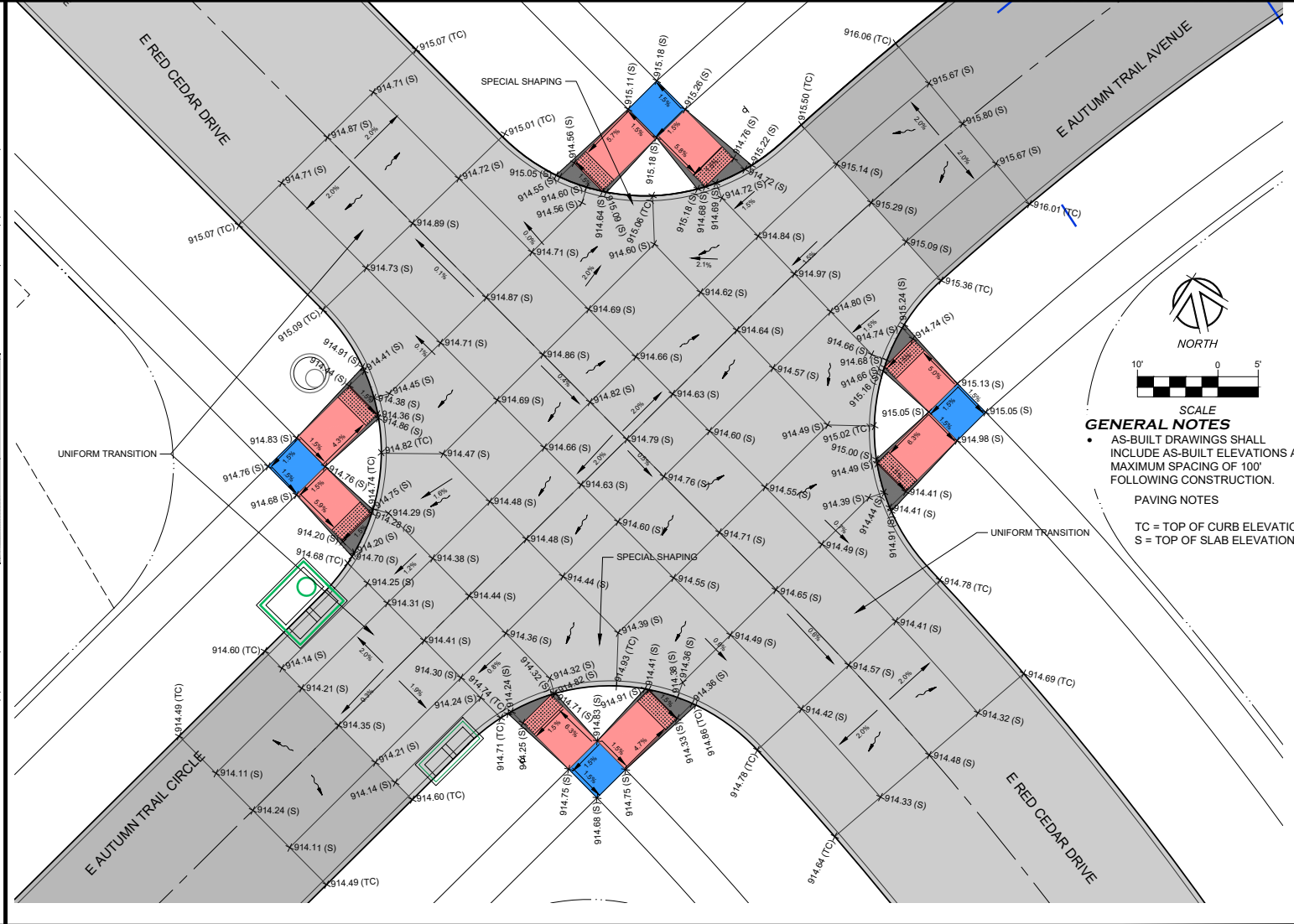
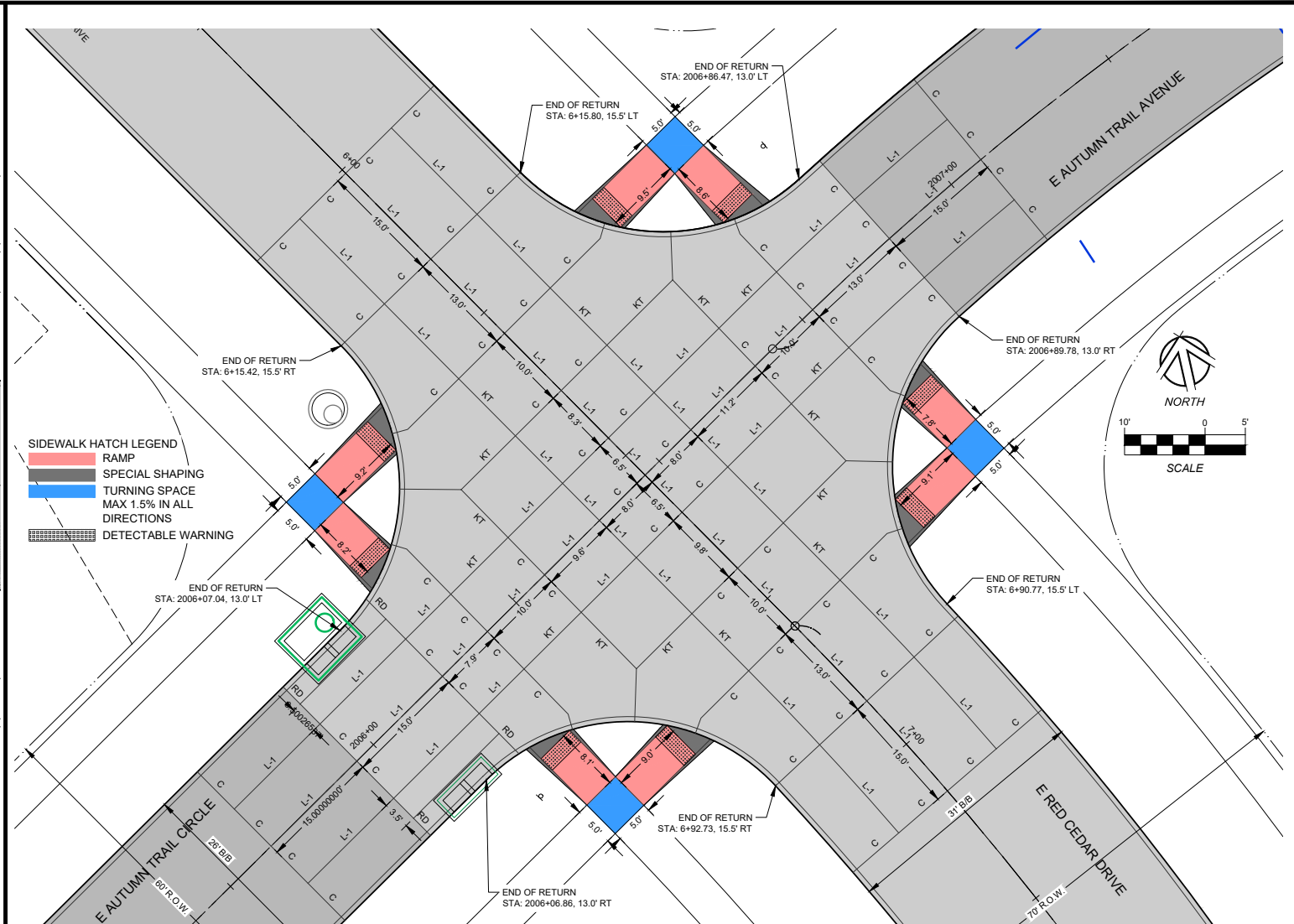
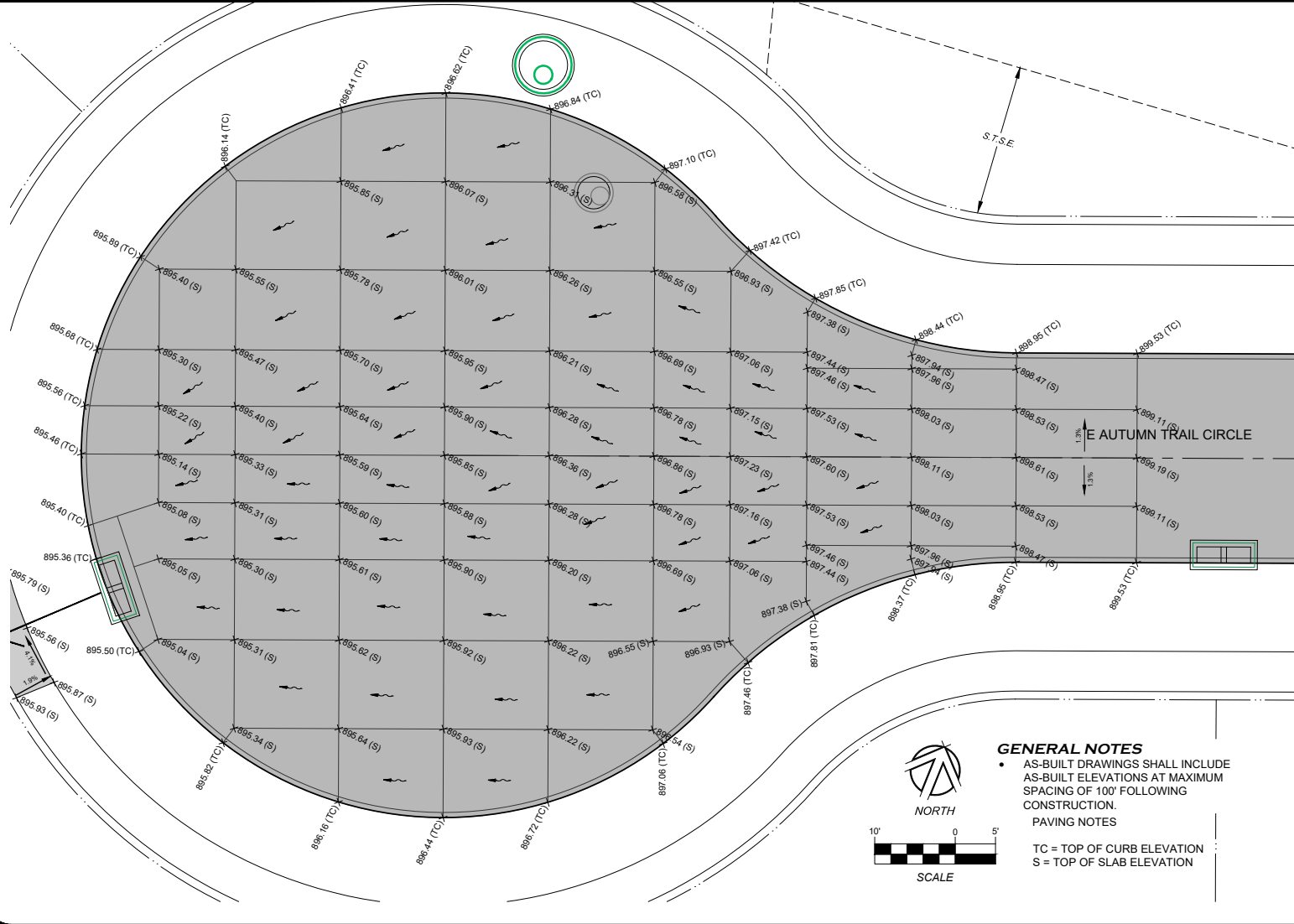
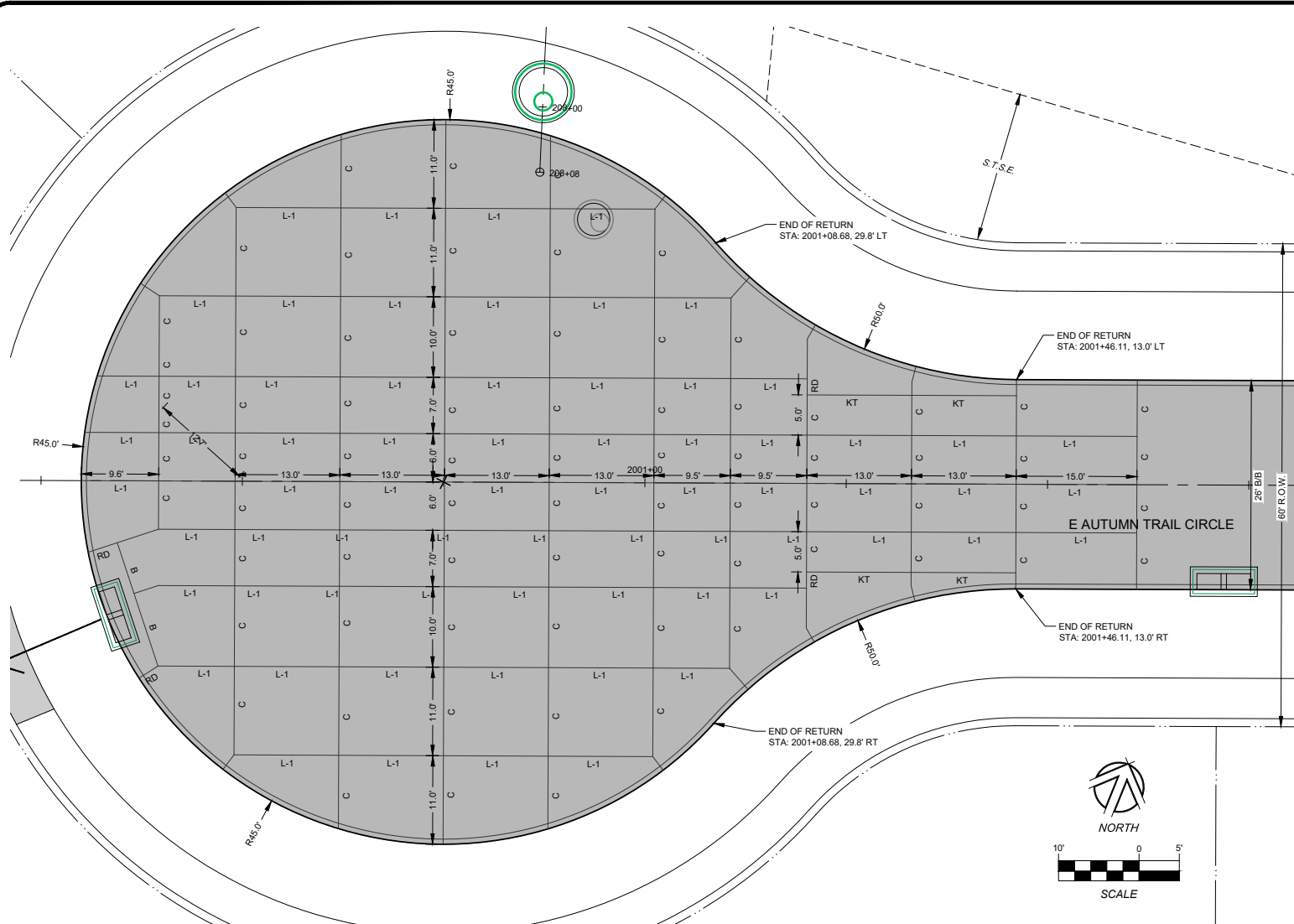
**REVISIONS**  
 1) INCORPORATES TO ALL SHEETS.  
 2) 10/02/2023 REVISIONS PER CITY OF POLK CITY COMMENTS.  
 3) 07/15/2023 REVISIONS PER CITY OF POLK CITY COMMENTS.  
 4) 08/10/2023 REVISION PER CITY OF POLK CITY COMMENT.  
 5) 08/10/2023 REVISION PER CITY OF POLK CITY COMMENT.  
 6) 08/10/2023 REVISION PER CITY OF POLK CITY COMMENT.  
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**ANTLER RIDGE PLAT 1**  
 ANA PHASE 1A PRELIMINARY PLAT - POLK CITY, IOWA  
**GEOMETRIC & JOINTING DETAILS**

PROJECT NAME	ANTLER RIDGE PLAT 1
DESCRIPTION	ANA PHASE 1A PRELIMINARY PLAT - POLK CITY, IOWA
DATE	8/10/2023
DRAWN BY	BLH
CHECKED BY	JTN
SHEET SIZE	24" X 36"
SHEET TITLE	L.02
SHEET NO.	20 / 27





**SIDEWALK HATCH LEGEND**  
 RAMP  
 SPECIAL SHAPING  
 TURNING SPACE  
 MAX 1.5% IN ALL DIRECTIONS  
 DETECTABLE WARNING

**GENERAL NOTES**  
 AS-BUILT DRAWINGS SHALL INCLUDE AS-BUILT ELEVATIONS AT MAXIMUM SPACING OF 100' FOLLOWING CONSTRUCTION.  
**PAVING NOTES**  
 TC = TOP OF CURB ELEVATION  
 S = TOP OF SLAB ELEVATION

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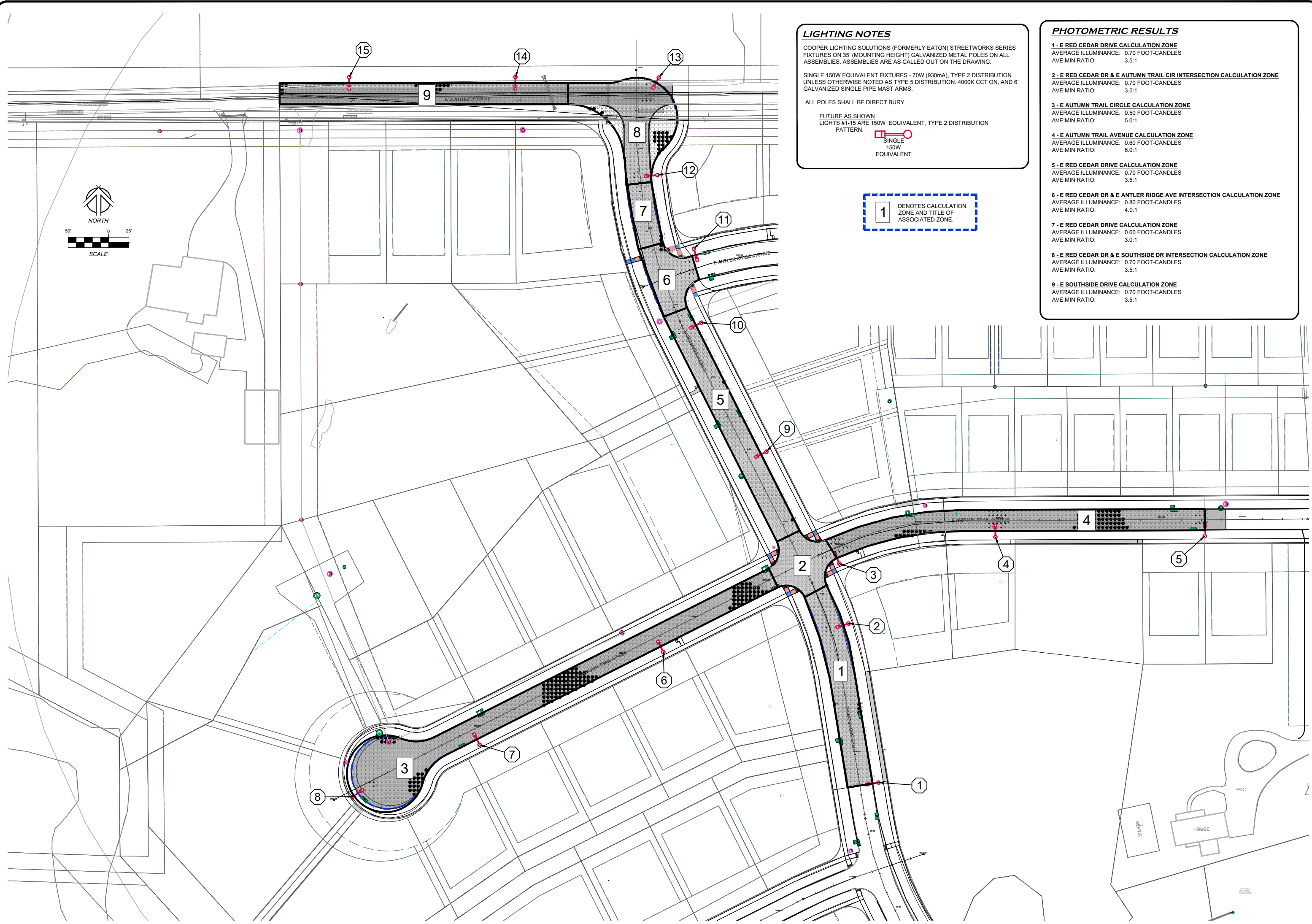
REVISIONS:  
 1) INCORPORATED ALL COMMENTS  
 2) 10/20/2023 REVISIONS PER CITY OF POLK CITY COMMENTS  
 3) 11/15/2023 REVISIONS PER CITY OF POLK CITY COMMENTS  
 4) 12/08/2023 REVISIONS PER CITY OF POLK CITY COMMENTS  
 5) 01/15/2024 REVISIONS PER CITY OF POLK CITY COMMENTS  
 6) 02/15/2024 REVISIONS PER CITY OF POLK CITY COMMENTS  
 7) 03/15/2024 REVISIONS PER CITY OF POLK CITY COMMENTS

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PROJECT NAME: ANTLER RIDGE PLAT 1  
 AREA: PHASE 1A ON PRELIMINARY PLAT - POLK CITY, IOWA

GEOMETRIC & JOINTING DETAILS

PROJECT NO.: 22183  
 DATE: 8/10/2023  
 DRAWN BY: BLH  
 CHECKED BY: JTN  
 SHEET SIZE: 24" X 36"  
 SHEET TITLE: L.04  
 SHEET NO.: 22/27



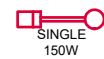
**LIGHTING NOTES**

COOPER LIGHTING SOLUTIONS (FORMERLY EATON) STREETWORKS SERIES FIXTURES ON 35' (MOUNTING HEIGHT) GALVANIZED METAL POLES ON ALL ASSEMBLIES. ASSEMBLIES ARE AS CALLED OUT ON THE DRAWING.

SINGLE 150W EQUIVALENT FIXTURES - 70W (930mA), TYPE 2 DISTRIBUTION UNLESS OTHERWISE NOTED AS TYPE 5 DISTRIBUTION, 4000K CCT ON, AND 6' GALVANIZED SINGLE PIPE MAST ARMS.

ALL POLES SHALL BE DIRECT BURY.

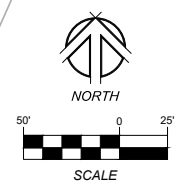
FUTURE AS SHOWN LIGHTS #1-15 ARE 150W EQUIVALENT, TYPE 2 DISTRIBUTION PATTERN.

 SINGLE 150W EQUIVALENT

**1** DENOTES CALCULATION ZONE AND TITLE OF ASSOCIATED ZONE.

**PHOTOMETRIC RESULTS**

<b>1 - E RED CEDAR DRIVE CALCULATION ZONE</b>	AVERAGE ILLUMINANCE: 0.70 FOOT-CANDLES	AVE:MIN RATIO: 3.5:1
<b>2 - E RED CEDAR DR &amp; E AUTUMN TRAIL CIR INTERSECTION CALCULATION ZONE</b>	AVERAGE ILLUMINANCE: 0.70 FOOT-CANDLES	AVE:MIN RATIO: 3.5:1
<b>3 - E AUTUMN TRAIL CIRCLE CALCULATION ZONE</b>	AVERAGE ILLUMINANCE: 0.50 FOOT-CANDLES	AVE:MIN RATIO: 5.0:1
<b>4 - E AUTUMN TRAIL AVENUE CALCULATION ZONE</b>	AVERAGE ILLUMINANCE: 0.60 FOOT-CANDLES	AVE:MIN RATIO: 6.0:1
<b>5 - E RED CEDAR DRIVE CALCULATION ZONE</b>	AVERAGE ILLUMINANCE: 0.70 FOOT-CANDLES	AVE:MIN RATIO: 3.5:1
<b>6 - E RED CEDAR DR &amp; E ANTLER RIDGE AVE INTERSECTION CALCULATION ZONE</b>	AVERAGE ILLUMINANCE: 0.80 FOOT-CANDLES	AVE:MIN RATIO: 4.0:1
<b>7 - E RED CEDAR DRIVE CALCULATION ZONE</b>	AVERAGE ILLUMINANCE: 0.60 FOOT-CANDLES	AVE:MIN RATIO: 3.0:1
<b>8 - E RED CEDAR DR &amp; E SOUTHSIDE DR INTERSECTION CALCULATION ZONE</b>	AVERAGE ILLUMINANCE: 0.70 FOOT-CANDLES	AVE:MIN RATIO: 3.5:1
<b>9 - E SOUTHSIDE DRIVE CALCULATION ZONE</b>	AVERAGE ILLUMINANCE: 0.70 FOOT-CANDLES	AVE:MIN RATIO: 3.5:1



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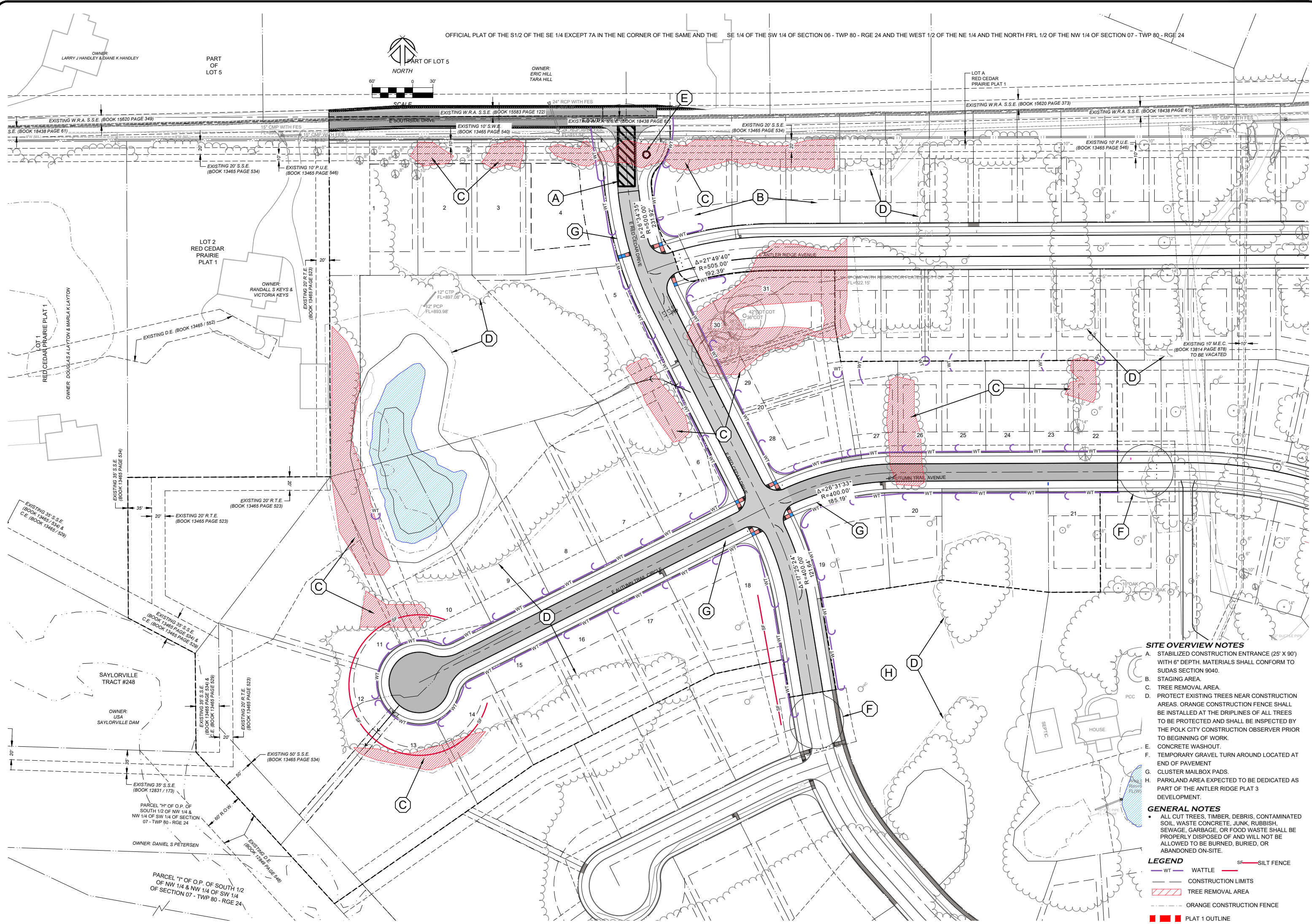
REVISIONS:  
 1) INCORPORATES TO ALL SHEETS.  
 2) 10/20/2023 REVISIONS PER CITY OF POLK CITY COMMENTS.  
 3) 11/15/2023 REVISIONS PER CITY OF POLK CITY COMMENTS.  
 4) 08/10/2023 REVISION PER CITY OF POLK CITY COMMENT.  
 5) 6) 7)

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PROJECT NAME: ANTLER RIDGE PLAT 1  
 DESCRIPTION: PHOTOMETRICS & LIGHTING

PROJECT NAME:	ANTLER RIDGE PLAT 1
DESCRIPTION:	PHOTOMETRICS & LIGHTING
DATE:	8/10/2023
DRAWN BY:	BLH
CHECKED BY:	JTN
SHEET SIZE:	24" X 36"
SHEET TITLE:	P.01
SHEET NO.:	23/27





- SITE OVERVIEW NOTES**
- A. STABILIZED CONSTRUCTION ENTRANCE (25' X 90') WITH 6" DEPTH. MATERIALS SHALL CONFORM TO SUDAS SECTION 9040.
  - B. STAGING AREA.
  - C. TREE REMOVAL AREA.
  - D. PROTECT EXISTING TREES NEAR CONSTRUCTION AREAS. ORANGE CONSTRUCTION FENCE SHALL BE INSTALLED AT THE DRIPLEINES OF ALL TREES TO BE PROTECTED AND SHALL BE INSPECTED BY THE POLK CITY CONSTRUCTION OBSERVER PRIOR TO BEGINNING OF WORK.
  - E. CONCRETE WASHOUT.
  - F. TEMPORARY GRAVEL TURN AROUND LOCATED AT END OF PAVEMENT
  - G. CLUSTER MAILBOX PADS.
  - H. PARKLAND AREA EXPECTED TO BE DEDICATED AS PART OF THE ANTLER RIDGE PLAT 3 DEVELOPMENT.
- GENERAL NOTES**
- ALL CUT TREES, TIMBER, DEBRIS, CONTAMINATED SOIL, WASTE CONCRETE, JUNK, RUBBISH, SEWAGE, GARBAGE, OR FOOD WASTE SHALL BE PROPERLY DISPOSED OF AND WILL NOT BE ALLOWED TO BE BURNED, BURIED, OR ABANDONED ON-SITE.

- LEGEND**
- WT WATTLE
  - SF SILT FENCE
  - CONSTRUCTION LIMITS
  - TREE REMOVAL AREA
  - ORANGE CONSTRUCTION FENCE
  - PLAT 1 OUTLINE

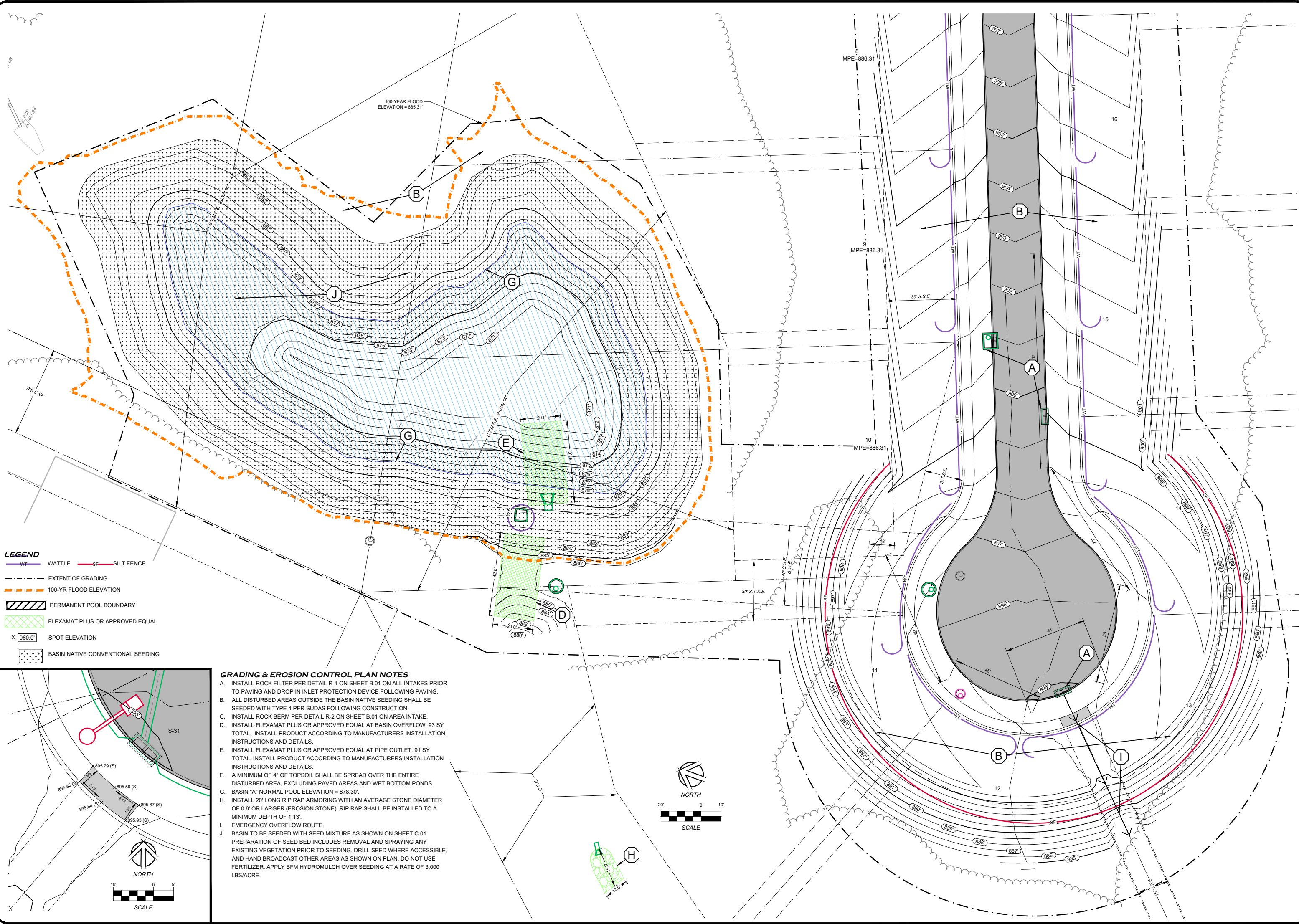
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REVISIONS TO ALL SHEETS:  
1) (10/20/2023) REVISIONS PER CITY OF POLK CITY COMMENTS.  
2) (10/20/2023) REVISIONS PER CITY OF POLK CITY COMMENTS.  
3) (11/02/2023) REVISIONS PER CITY OF POLK CITY COMMENTS.  
4) (11/02/2023) REVISIONS PER CITY OF POLK CITY COMMENTS.  
5) (11/02/2023) REVISIONS PER CITY OF POLK CITY COMMENTS.  
6) (11/02/2023) REVISIONS PER CITY OF POLK CITY COMMENTS.  
7) (11/02/2023) REVISIONS PER CITY OF POLK CITY COMMENTS.

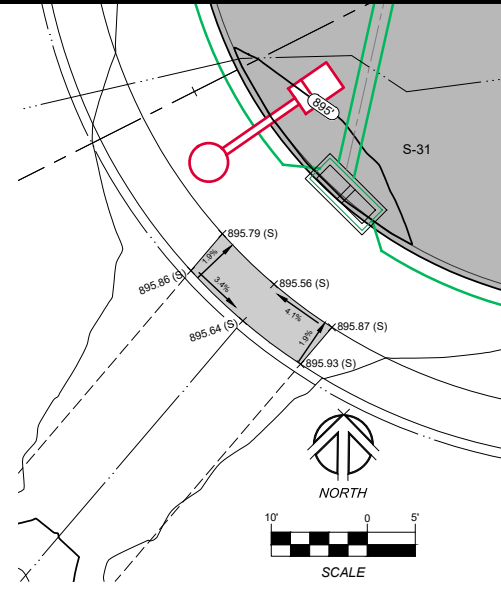
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PROJECT NAME: ANTLER RIDGE PLAT 1  
SHEET NO.: 24 / 27  
DATE: 8/10/2023  
DRAWN BY: BLH  
CHECKED BY: JTN  
SHEET SIZE: 24" X 36"  
SHEET TITLE: R.01  
SHEET NO.: 24 / 27



- LEGEND**
- WT WATTLE
  - SF SILT FENCE
  - EXTENT OF GRADING
  - - - 100-YR FLOOD ELEVATION
  - ▨ PERMANENT POOL BOUNDARY
  - ▨ FLEXAMAT PLUS OR APPROVED EQUAL
  - X 960.07 SPOT ELEVATION
  - BASIN NATIVE CONVENTIONAL SEEDING

- GRADING & EROSION CONTROL PLAN NOTES**
- A. INSTALL ROCK FILTER PER DETAIL R-1 ON SHEET B.01 ON ALL INTAKES PRIOR TO PAVING AND DROP IN INLET PROTECTION DEVICE FOLLOWING PAVING.
  - B. ALL DISTURBED AREAS OUTSIDE THE BASIN NATIVE SEEDING SHALL BE SEEDED WITH TYPE 4 PER SUDAS FOLLOWING CONSTRUCTION.
  - C. INSTALL ROCK BERM PER DETAIL R-2 ON SHEET B.01 ON AREA INTAKE.
  - D. INSTALL FLEXAMAT PLUS OR APPROVED EQUAL AT BASIN OVERFLOW. 93 SY TOTAL. INSTALL PRODUCT ACCORDING TO MANUFACTURERS INSTALLATION INSTRUCTIONS AND DETAILS.
  - E. INSTALL FLEXAMAT PLUS OR APPROVED EQUAL AT PIPE OUTLET. 91 SY TOTAL. INSTALL PRODUCT ACCORDING TO MANUFACTURERS INSTALLATION INSTRUCTIONS AND DETAILS.
  - F. A MINIMUM OF 4" OF TOPSOIL SHALL BE SPREAD OVER THE ENTIRE DISTURBED AREA, EXCLUDING PAVED AREAS AND WET BOTTOM PONDS.
  - G. BASIN "A" NORMAL POOL ELEVATION = 878.30'.
  - H. INSTALL 20' LONG RIP RAP ARMORING WITH AN AVERAGE STONE DIAMETER OF 0.6' OR LARGER (EROSION STONE). RIP RAP SHALL BE INSTALLED TO A MINIMUM DEPTH OF 1.13'.
  - I. EMERGENCY OVERFLOW ROUTE.
  - J. BASIN TO BE SEEDED WITH SEED MIXTURE AS SHOWN ON SHEET C.01. PREPARATION OF SEED BED INCLUDES REMOVAL AND SPRAYING ANY EXISTING VEGETATION PRIOR TO SEEDING. DRILL SEED WHERE ACCESSIBLE, AND HAND BROADCAST OTHER AREAS AS SHOWN ON PLAN. DO NOT USE FERTILIZER. APPLY BFM HYDROMULCH OVER SEEDING AT A RATE OF 3.000 LBS/ACRE.



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REVISIONS TO ALL SHEETS:  
 1) INCORPORATES THE WATERSHED  
 2) 10/20/2023 (REVISIONS PER CITY OF POLK CITY COMMENTS)  
 3) 11/15/2023 (REVISIONS PER CITY OF POLK CITY COMMENTS)  
 4) 12/15/2023 (REVISIONS PER CITY OF POLK CITY COMMENTS)  
 5) 1/15/2024 (REVISIONS PER CITY OF POLK CITY COMMENTS)  
 6) 2/15/2024 (REVISIONS PER CITY OF POLK CITY COMMENTS)  
 7) 3/15/2024 (REVISIONS PER CITY OF POLK CITY COMMENTS)

NOTE: NILLES ASSOCIATES, INC. WAIVES ANY  
 CLAIMS WHICH MIGHT BE ASSERTED AGAINST  
 THE ENGINEER OR ARCHITECT FOR ANY AND ALL  
 DAMAGES, INCLUDING REASONABLE ATTORNEY'S  
 FEES AND COSTS OF LITIGATION, ARISING OUT  
 OF OR FROM THE PERFORMANCE OF THE  
 PROFESSIONAL SERVICES PROVIDED BY THE  
 ENGINEER OR ARCHITECT TO THE CLIENT.

PROJECT NAME: ANTLER RIDGE PLAT 1  
 PHASE: PRELIMINARY PLAN - POLK CITY, IOWA

DESCRIPTION: GRADING & EROSION CONTROL PLAN

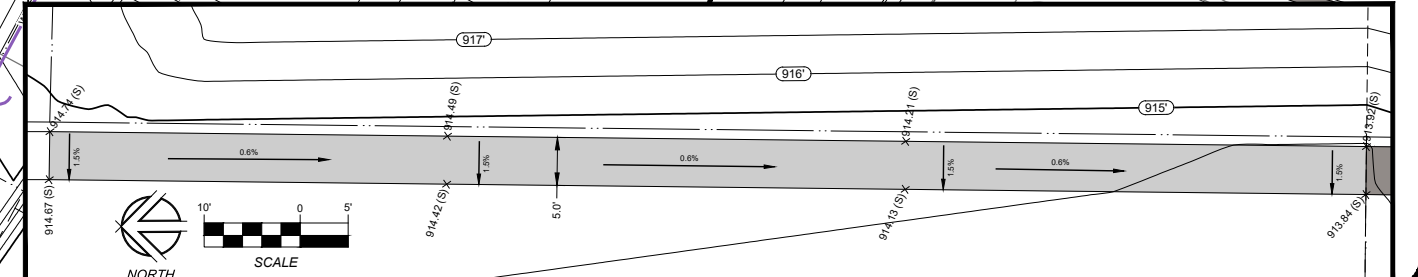
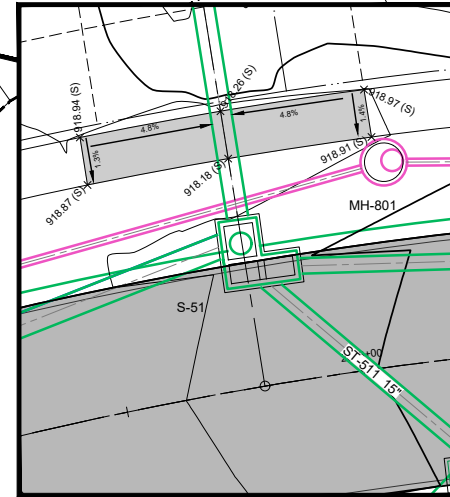
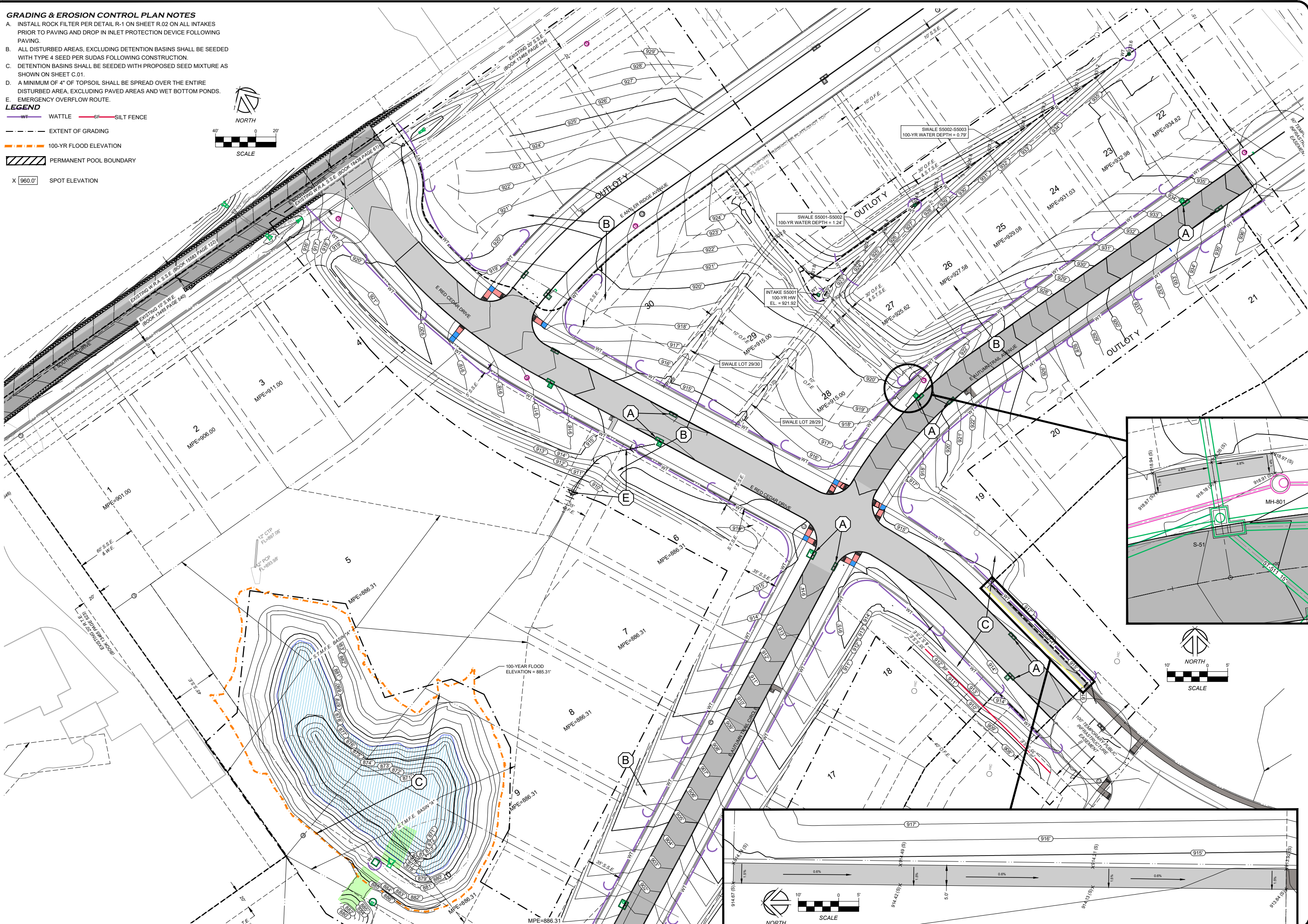
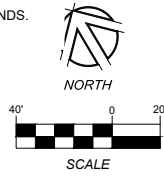
PROJECT NO.: 22183  
 DATE: 8/10/2023  
 DRAWN BY: BLH  
 CHECKED BY: JTN  
 SHEET SIZE: 24" X 36"  
 SHEET TITLE: R.02  
 SHEET NO.: 25 / 27

**GRADING & EROSION CONTROL PLAN NOTES**

- A. INSTALL ROCK FILTER PER DETAIL R-1 ON SHEET R.02 ON ALL INTAKES PRIOR TO PAVING AND DROP IN INLET PROTECTION DEVICE FOLLOWING PAVING.
- B. ALL DISTURBED AREAS, EXCLUDING DETENTION BASINS SHALL BE SEEDED WITH TYPE 4 SEED PER SUDAS FOLLOWING CONSTRUCTION.
- C. DETENTION BASINS SHALL BE SEEDED WITH PROPOSED SEED MIXTURE AS SHOWN ON SHEET C.01.
- D. A MINIMUM OF 4" OF TOPSOIL SHALL BE SPREAD OVER THE ENTIRE DISTURBED AREA, EXCLUDING PAVED AREAS AND WET BOTTOM PONDS.
- E. EMERGENCY OVERFLOW ROUTE.

**LEGEND**

- WT — WATTLE
- SF — SILT FENCE
- - - - - EXTENT OF GRADING
- - - - - 100-YR FLOOD ELEVATION
- ▨ PERMANENT POOL BOUNDARY
- X [960.0'] SPOT ELEVATION



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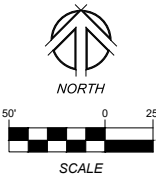
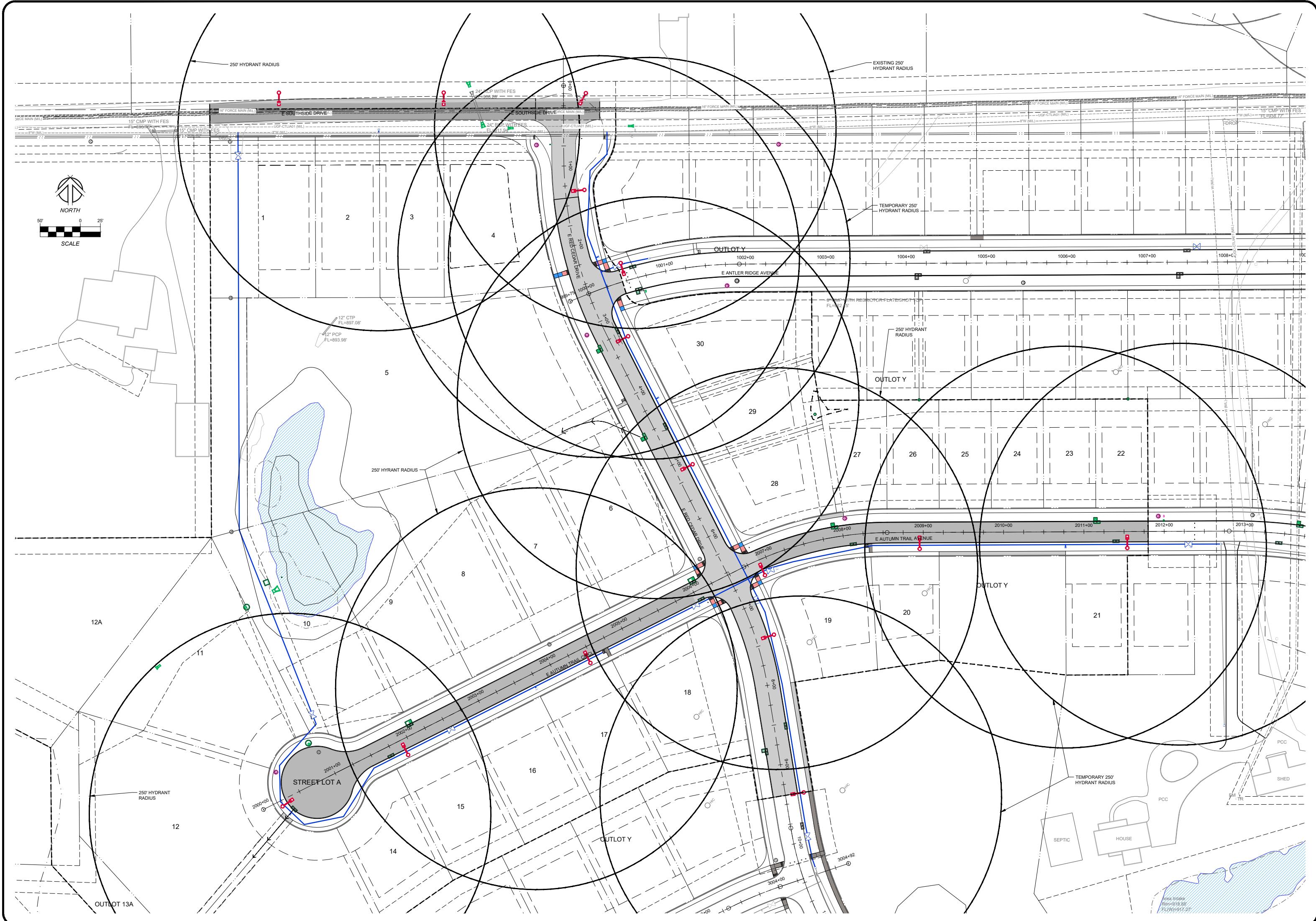
REVISIONS:  
 1) PRELIMINARY TO ALL SHEETS.  
 2) 10/10/2023 (REVISIONS PER CITY OF POLK CITY COMMENTS)  
 3) 11/15/2023 (REVISIONS PER CITY OF POLK CITY COMMENTS)  
 4) 12/08/2023 (REVISIONS PER CITY OF POLK CITY COMMENTS)  
 5) 12/15/2023 (REVISIONS PER CITY OF POLK CITY COMMENTS)  
 6) 12/22/2023 (REVISIONS PER CITY OF POLK CITY COMMENTS)  
 7) 12/29/2023 (REVISIONS PER CITY OF POLK CITY COMMENTS)

NOTES: ALL DESIGN AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE IOWA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROADWAY CONSTRUCTION, LATEST EDITION, UNLESS OTHERWISE SPECIFIED. THE ENGINEER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF POLK AND THE IOWA DEPARTMENT OF TRANSPORTATION. THE ENGINEER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF POLK AND THE IOWA DEPARTMENT OF TRANSPORTATION. THE ENGINEER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF POLK AND THE IOWA DEPARTMENT OF TRANSPORTATION.

PROJECT NAME:  
 ANTLER RIDGE PLAT 1  
 PHASE 1A PRELIMINARY PLAT - POLK CITY, IOWA

GRADING & EROSION CONTROL PLAN

PROJECT NAME:	ANTLER RIDGE PLAT 1
PHASE:	PHASE 1A PRELIMINARY PLAT - POLK CITY, IOWA
PROJECT NO.:	22183
DATE:	8/10/2023
DRAWN BY:	BLH
CHECKED BY:	JTN
SHEET NO.:	R.03
SHEET TITLE:	GRADING & EROSION CONTROL PLAN
SHEET NO.:	26 / 27



REVISIONS TO ALL SHEETS:  
 1) 1/20/2023 (REVISIONS PER CITY OF POLK CITY COMMENTS)  
 2) 10/20/2023 (REVISIONS PER CITY OF POLK CITY COMMENTS)  
 3) 11/15/2023 (REVISIONS PER CITY OF POLK CITY COMMENTS)  
 4) 10/20/2023 (REVISIONS PER CITY OF POLK CITY COMMENTS)  
 5) 11/15/2023 (REVISIONS PER CITY OF POLK CITY COMMENTS)  
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 7) 11/15/2023 (REVISIONS PER CITY OF POLK CITY COMMENTS)

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PROJECT NAME: ANTLER RIDGE PLAT 1  
 ANA PHASE 1A ON PRELIMINARY PLAT - POLK CITY, IOWA  
 HYDRANT RADIUS MAP

PROJECT NO.	22183
DATE	8/10/2023
DRAWN BY	BLH
CHECKED BY	JTN
SHEET SIZE	24" X 36"
SHEET TITLE	R.04
SHEET NO.	27 / 27



## City of Polk City, Iowa City Council Agenda Communication

**Date:** August 14, 2023 City Council Meeting  
**To:** Mayor Steve Karsjen & City Council  
**From:** Chelsea Huisman, City Manager  
**Subject:** Real Estate Purchase agreement for 1600 W. Broadway Street

---

**BACKGROUND:** For the City Council's consideration on Monday is a real estate purchase agreement in the amount of \$400,000 for 1600 W. Broadway. The City Council has identified the property as property they would like to own for potential future facilities. The purchase agreement is for cash in the amount of \$400,000 and forgiveness of any outstanding utility bill charges.

**ALTERNATIVES:** Do not approve the real estate purchase agreement.

**FINANCIAL CONSIDERATIONS:** The financial considerations to purchase this property are \$400,000. The city will use general fund reserves to purchase this property.

**RECOMMENDATION:** It is my recommendation that the Council approve the real estate purchase agreement in the amount of \$400,000. Closing of the property will be held within 30 days of the purchase agreement being approved by the City Council.

**RESOLUTION NO. 2023-98**

**A RESOLUTION AUTHORIZING THE PURCHASE OF CERTAIN REAL ESTATE  
LOCATED AT 1600 WEST BROADWAY STREET FOR PUBLIC PURPOSE**

---

**WHEREAS**, the City Council of the City of Polk City has determined the City has a need for the property for future public purpose; and

**WHEREAS**, the real estate owned by Mr. & Mrs. Keyes and located at 1600 West Broadway Street is needed for public purpose; and

**WHEREAS**, an agreement has been negotiated with Mr. & Mrs. Keyes to purchase the real estate; and

**WHEREAS**, the real estate Purchase Agreement is attached hereto as Exhibit "A";  
and

**WHEREAS**, it is in the best interest of Polk City to enter into said Purchase Agreement.

**NOW THEREFORE BE IT RESOLVED** that the City Council of the City of Polk City hereby approves the real estate Purchase Agreement attached as Exhibit "A" to purchase the real estate located at 1600 West Broadway, in the amount of \$400,000.

**BE IT FURTHER RESOLVED** that the Mayor and City Clerk are hereby authorized to execute the Purchase Agreement and other documents needed to complete the transaction and the City staff is authorized to complete the transaction on behalf of the City.

**PASSED AND APPROVED** the 14 day of August 2023.

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Steve Karsjen, Mayor

ATTEST:

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Jenny Coffin, City Clerk



## Buyer's Appointed Agency Agreement

Property Address: 1600 West Broadway Street, Polk City, IA 50226

Buyer(s): City of Polk City

### PART A - BUYER'S DISCLOSURE FORM FOR APPOINTED AGENCY

#### I. IF A RE/MAX PRECISION AGENT WRITES YOUR PURCHASE AGREEMENT OR OFFER TO LEASE:

- A. When a RE/MAX PRECISION agent or designated group of RE/MAX PRECISION agents (the "Selling Agent(s)") represents you in seeking to buy or lease a RE/MAX PRECISION listing that is not listed by such Selling Agent(s), it is the Broker's policy to appoint such Selling Agent(s) to act solely on your behalf to the exclusion of all other affiliated agents of the Broker. This is known as Appointed Agency
- B. When a RE/MAX PRECISION appointed agent sells or leases you a property listed by an outside brokerage firm, it is the Broker's policy that the Selling Agent(s) exclusively represents you. This is known as a single agency. When a RE/MAX PRECISION appointed agent(s) both lists and sells or leases the same property, it is the policy of the Broker that the Appointed Agent(s), with your consent, represents both the Seller and the Buyer as a disclosed dual agent. This is known as disclosed dual agency.

#### II. DUTY OF APPOINTED AGENT TO BUYER: As a Buyer, you are the client of the Appointed Agent(s) who has the following duties to you:

- A. Place your interests ahead of the interests of any other party unless loyalty to you would violate the Appointed Agent(s) duty as a disclosed dual agent or under any other applicable law.
- B. Disclose all information known by your Appointed Agent(s) that is material to the transaction that is not known by you or could not be discovered by you through a reasonably diligent inspection.
- C. Fulfill any obligations within the scope of your Brokerage Agreement with the Appointed Agent(s), except those obligations which are inconsistent with other duties imposed under law Disclose any financial interests your Appointed Agent(s) or the Broker has in any business entity to which you have been referred for any service or product related to this transaction.
- D. Disclose any financial interests your Appointed Agent(s) or the Broker has in any business entity to which you have been referred for any service or product related to this transaction.

#### III. DUTIES TO ALL PARTIES: Your Appointed Agent(s) has the following duties by law to all parties to a sale or lease:

- A. To provide brokerage services to all parties in the transaction honestly and in good faith
- B. To diligently exercise reasonable skill and care in providing brokerage services to all parties
- C. To disclose to each party all material adverse facts that your Appointed Agent(s) knows, except there is no duty to disclose to a Buyer or Seller the following:
  - 1. Material adverse facts known by that party.
  - 2. Material adverse facts a party could discover through a reasonably diligent inspection, and which would be discovered by a reasonably prudent person under like or similar circumstances.
  - 3. Material adverse facts the disclosure of which is prohibited by law.
  - 4. Material adverse facts that are known to a person who conducts an inspection on behalf of a party.
- D. To account for all property coming into the possession of the Appointed Agent(s) or the Broker that belongs to any party within a reasonable time after receiving the property.

**THIS IS NOT A CONSENT FORM BUT A DISCLOSURE OF THE AGENCY RELATIONSHIP OFFERED BY RE/MAX PRECISION.**

The undersigned acknowledges receipt of a copy of this agency disclosure document before any specific assistance was provided by the Broker or its affiliated sales personnel.

*Chelsea Huismen, Polk City Manager*

dotloop verified  
08/04/23 4:54 PM CDT  
VBWO-XHRT-SACR-SFG4

*[Signature]*

Buyer Signature Date

Date

Buyer Signature

Date

Revised: 03/2023

RE/MAX Precision

Property Address: 1600 West Broadway Street, Polk City, IA 50226

Buyer(s): City of Polk City

**PART B - BUYER'S DISCLOSURE OF APPOINTED AGENT AND CONSENT**

**IV. APPOINTED AGENT(S):**

- a. With your approval, the Broker appoints David Welch/Elliot Rutt (Appointed Agent(s)), a sales associate affiliated with Broker to represent you in the acquisition or lease of Iowa real estate. Except for other sales associates of Broker who are appointed by Broker as your Appointed Agent(s), neither Broker, nor any other sales associates affiliated with Broker will be acting as your agent.
- b. The Broker, with your consent, may name additional Appointed Agent(s) to represent you from time to time if the Appointed Agent(s) is unable to fulfill the terms of this Agreement or by agreement between the Broker and you. The designation of another or additional Appointed Agent(s) to represent you does not relieve any other Appointed Agent(s) of any duties owed to you.

**V. APPOINTED AGENT'S DUTIES:** Your Appointed Agent(s) will be representing you and will owe the duties set forth in II and III of Part A above.

**VI. DUAL AGENCY DISCLOSURE: You may want to be shown property which is listed by your Appointed Agent(s).**

Your Appointed Agent(s) cannot show such property unless you and the Seller both provide a written consent for the Appointed Agent(s) to act as a disclosed dual agent(s).

Buyer(s)  consents  does not consent to a disclosed dual agency.

**VII. POSSIBILITY OF SEPARATE REPRESENTATION:** Broker may also have affiliated salespersons, other than your Appointed Agent(s), who represents the Seller of the same property that you consider for purchase or lease or that represent other potential buyers for a property in which you are interested.

**VIII. OTHER BUYERS:** Potential buyers may be interested in the same properties as you. The Appointed Agent(s) may represent those buyers. In such a situation, your Appointed Agent(s) will not disclose the terms of the other offers or any confidential information of your representation by the Appointed Agent(s).

**IX. COMPENSATION OF BROKER AND COOPERATION WITH OTHER BROKERS:** Commissions are generally paid by the Seller or Landlord. Therefore, on listed property, the owner of any property with whom Buyer enters into an enforceable Purchase Agreement generally will pay Broker's commission. When two different brokerage companies cooperate in the sale of a listing, the listing broker will split commissions with the cooperating brokerage company representing the Buyer because it is Broker's policy to reciprocate compensation and cooperation with other brokers. Buyer authorizes Appointed Agent and Broker to solicit and receive and Broker agrees to solicit from the Seller a portion of the commission paid by Seller as compensation for the brokerage services under this Agreement.

**X. BROKERAGE SERVICES ONLY:** Buyer acknowledges that Appointed Agent(s) is being retained solely as a real estate agent and that neither Broker nor Appointed Agent(s) is acting as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, property inspector, consultant, or other professional service adviser. Buyer is hereby advised to seek professional advice concerning the condition of the property, status of title and other legal and tax matters concerning any proposed transaction.

**XI. CONSENT TO APPOINT AGENT:** Buyer hereby: ( consents /  does not consent) to the appointment of the Agent identified in Paragraph IV above.

**THE FULL TERMS AND CONDITIONS OF THE BROKERAGE SERVICES THAT WILL BE PROVIDED TO YOU WILL BE SET FORTH IN THE SEPARATE BUYER BROKERAGE AGREEMENT.**

The undersigned acknowledges receipt of a copy of this agency disclosure and consent document before any specific assistance was offered by RE/MAX Precision, Realtors® or its affiliated sales personnel.

*Chelsea Huisman, Polk City Manager*

dotloop verified  
08/04/23 4:54 PM CDT  
QKAG-TEQD-8PWW-QNWU

Buyer Signature Date

Date

[Signature Box]

Buyer Signature

Date

I request that RE/MAX Precision select, prepare, and complete form documents as authorized by Iowa law or by Iowa Supreme Court Rule, such as purchase agreements, groundwater hazard, and declaration of value incident to a residential real estate transaction.





D A  
A

Buyer(s): City of Polk City

Seller(s): Randall Keys and Victoria Keys

A P 1600 West Broadway Street, Polk City, IA 50226

1. **DESCRIPTION OF EXISTING AGENCY** The Broker has with your consent designated David Welch/ Elliot Rutt as appointed agent for the Seller concerning the property described above and the Buyer in locating property for purchase. Subsequent thereto the Buyer has indicated the Buyer wishes to consider a purchase of the Seller's property and the Seller wishes to encourage such consideration. Both the Seller and Buyer wish to continue the service of the Appointed Agent as a disclosed dual agent.

2. **DESCRIPTION OF APPOINTED AGENT S ROLE** The Appointed Agent will endeavor to be impartial between the Seller and Buyer and WILL NOT represent the interests of either the Seller or Buyer to the exclusion or the detriment of the other. Representing more than one party to a transaction can create a conflict of interest since both clients may rely upon the agent's advice and the clients' respective interests may be adverse to each other. **No Client Is Required To Consent To Dual Agency.**

Seller and Buyer acknowledge that prior to the time this disclosed dual agency was entered into the Appointed Agent acted as the exclusive agent for the Seller and as the exclusive agent for the Buyer. In those separate roles, the Appointed Agent may have obtained information which, if disclosed, could harm the bargaining position of the party providing such information. Seller and Buyer agree that neither the Broker nor its Appointed Agent shall be liable to either party for refusing or failing to disclose information which in their sole discretion is detrimental or would harm one party's bargaining position but would benefit the other party.

The following information is deemed confidential and cannot be disclosed by the dual agent without the informed written consent of the client to whom the information pertains:

- Information concerning a Seller that if disclosed to the Buyer could place that Seller at a disadvantage when bargaining.
- Information concerning a Buyer that if disclosed to the Seller could place that Buyer at a disadvantage when bargaining.
- That the Seller is willing to accept less than the asking price or lease price for the property.
- That the Buyer is willing to pay more than the asking price or lease price for the property.
- What the motivating factors are for the client's selling or leasing the property.
- What the motivating factors are for the client's buying or leasing the property.
- That the Seller will agree to sale, lease, or financing terms other than those offered.
- That the Buyer will agree to sale, lease, or financing terms other than those offered.
- The Seller's real estate needs. The Buyer's real estate needs.
- The Seller's financial information. The Buyer's financial qualifications.

3. **DESCRIPTION OF BRO ERAGE SERVICE** What a Dual Agency **CAN DO** for both the Seller and Buyer.

- Provide helpful information about the property and area to Buyer.
- Respond accurately to questions about the property.
- Disclose the Seller/Landlord's ability to sell or lease and Buyer/Tenant's ability to buy or lease.
- Explain real estate terms and procedures.
- Explain to Buyer the benefits of having the property inspected.
- Explain closing costs and procedures.
- Help the Buyer compare financing alternatives which are available.
- Provide information about comparable properties so Seller and Buyer can make an educated decision on what price to accept or offer.
- Assist with the standard offer form that will include the necessary protections and disclosures for both the Seller and Buyer.

A \_\_\_\_\_ P \_\_\_\_\_ 1600 West Broadway Street, Polk City, IA 50226

- Work diligently to facilitate this sale within the scope of Appointed Agent's expertise.

What a Dual Agent **MUST DO** for the Seller and Buyer:

- Provide brokerage services to Buyer and Seller honestly and in good faith.
- Diligently exercise reasonable skill and care in providing brokerage services to Buyer and Seller.
- Disclose to Buyer and Seller all material adverse facts that were known by the Dual Agent except for the following:
  - a. Material adverse facts known by the party.
  - b. Material adverse facts the party could discover through a reasonably diligent inspection, and which would be discovered by a reasonably prudent person under like or similar circumstances.
  - c. Material adverse facts the disclosure which is prohibited by law.
  - d. Material adverse facts that are known to a person who conducts an inspection on behalf of the party.
- Account for all property coming into the broker's or the Dual Agent's possession that belongs to the Seller or Buyer within a reasonable time after receiving the property.
- Disclose to the client all information known by the Dual Agent which is material to the transaction and that is not known by the client or could not be discovered by the client through a reasonably diligent inspection.
- Fulfill any obligation that is within the scope of the Appointed Agency Agreement, except those obligations that are inconsistent with other duties imposed under law.
- Disclose any financial interest the Broker or the Dual Agent has in any business entity to which either party has been referred for any service or product related to this transaction.

4. **DESCRIPTION OF SELLERS AND BUYERS ROLE** Because of RE/MAX Precision disclosed dual agency, the Seller and Buyer understand they have the responsibility of making their own decisions as to what terms are to be included in any purchase agreement. Seller and Buyer also acknowledge they are aware of the implication of the Appointed Agents dual agency role and they have determined that the benefits of entering into a transaction between them with the Broker and its affiliate acting as dual agent outweighs such implications. Seller and Buyer understand that they may seek independent legal counsel in order to assist them with any matter relating to a purchase agreement, offer to lease or the transaction which is the subject matter thereof.

5. **AGENCY DISCLOSURE AGREEMENT** Seller and Buyer acknowledge and agree that RE/MAX Precision and the Dual Agent are undertaking consensual disclosed dual agency representation in the sale or lease of the above property. Seller and Buyer have previously been informed of the possibility of a disclosed dual agency arising if a Buyer working with an agent becomes interested in a property listed with the same agent. Having read the type of representation provided, Seller and Buyer consent to this disclosed dual agency. In the event the Seller and Buyer do not enter into an agreement with regard to the property listed above, or in the event the transaction contemplated herein does not close, then the consensual disclosed dual agency role will cease and the Dual Agent will again become the Appointed Agent of Buyer and Seller based upon previously agreed terms.

*By signing below, seller and buyer acknowledge they understand the duties of RE/MAX Precision and the consensual dual agent[s] and specifically consent to brokerage service being provided to more than one client and authorize the appointed agent[s] to act as consensual disclosed dual agent[s] in this transaction.*

*Chelsea Huismann, Polk City Manager*  
 Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_  
dotloop verified  
08/04/23 4:54 PM CDT  
NHBL-11F9-GTG2-LTJ3

*Randall Keys*  
 Seller Signature \_\_\_\_\_ Date \_\_\_\_\_  
dotloop verified  
08/04/23 5:39 PM CDT  
53RX-AXSI-FHOV-FIMT

\_\_\_\_\_  
 Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_

*Victoria Keys*  
 Seller Signature \_\_\_\_\_ Date \_\_\_\_\_  
dotloop verified  
08/04/23 5:31 PM CDT  
URHW-INCQ-U9CG-NLCZ

I request that RE/MAX Precision select, prepare, and complete form documents as authorized by Iowa law or by Iowa Supreme Court Rule, such as purchase agreements, groundwater hazard, and declaration of value incident to a residential real estate transaction.

# PURCHASE AGREEMENT

This is an approved uniform DMAAR Purchase Agreement Form



1 **DATE:** 08/04/2023 **MLS Number:** \_\_\_\_\_

2  
3 **AGENCY AGREEMENT:** *In this Agreement, it is understood and agreed to by the parties, the Selling Agent(s) exclusively*  
4 *represents the BUYER(S). The Listing Agent(s) exclusively represents the SELLER(S). If the same Agent represents both*  
5 *BUYER(S) and SELLER(S), a Consensual Dual Agency form must accompany this Agreement. BUYER(S) and SELLER(S)*  
6 *acknowledge their respective Agent(s) made a written disclosure of the type of representation being provided.*

7  
8 **TO:** Randall Keys and Victoria Keys \_\_\_\_\_ **SELLER(S)**

9  
10 **FROM:** City of Polk City \_\_\_\_\_ **BUYER(S)**

11  
12 BUYER(s) offers to buy the real property situated in Polk County (county) Polk City  
13 (city), Iowa, locally known as 1600 West Broadway Street and legally  
14 described as: LT 39 ARROW RIDGE POINT PLAT 2  
15 subject to and together with any reasonable easements, zoning restrictions, restrictive covenants and mineral  
16 reservations of record, if any, and offer the following terms:

17  
18 **PURCHASE PRICE:** The purchase price shall be \$ 400,000 and method of payment as follows:  
19 Earnest money via check or electronic transfer of \$ 1,000 to be provided within 3 days after written  
20 acceptance of this Agreement; to be deposited and held in Trust by REMAX Precision.

21 **If earnest money is not delivered within this time, this Agreement may be voidable at the option of the SELLER(S)**  
22 **until earnest money is delivered.**

23  
24 **The balance of the purchase price shall be paid as indicated below. Select all that apply, (A) through (G):**

25  
26  **A. NEW MORTGAGE:** This Agreement is contingent upon BUYER(S) obtaining full loan approval in writing for a  
27 new mortgage. Mortgage type shall be \_\_\_\_\_ for not more than \_\_\_\_\_% of the  
28 purchase price with note interest at \_\_\_\_\_% or less, with a term no less than \_\_\_\_\_ years.  
29 BUYER(S) agrees upon acceptance of this Agreement to immediately make application with a lender for such  
30 mortgage and to make their best good faith effort to obtain mortgage. BUYER(S) to provide SELLER(S) a  
31 written preliminary approval within \_\_\_\_\_ days from acceptance of Agreement. This preliminary approval  
32 must show BUYER(S) has the ability to qualify for the loan amount and terms above, subject only to such  
33 reasonable and customary conditions as the lender typically imposes. Written final loan commitment shall  
34 follow, with ALL lender contingencies met including appraisal, if required, on or before \_\_\_\_\_ days prior to  
35 closing. If BUYER(S) does not provide final loan commitment, SELLER(S) may rescind this Agreement by giving  
36 written notice any time after to BUYER(S), stating if required documentation is not provided within 5 days of  
37 receipt of notice, then this Agreement shall be null and void. If SELLER(S) does not give such written notice,  
38 then this Agreement shall remain valid until the BUYER(S) has provided a final loan commitment or denial. In  
39 addition to the proceeds of the mortgage, BUYER(S) shall pay the balance of purchase price, in cash at the  
40 time of closing with adjustment for closing costs to be added or deducted.

41  BUYER(S) to pay all customary actual closing and loan costs.

42  SELLER(S) to pay BUYER(S) actual closing and loan costs (including origination fees and discount points) and  
43 prepaid expenses not to exceed \$ \_\_\_\_\_.

44  **B. ASSUMPTION OR CONTRACT FOR DEED:** See attached Financing Addendum

45  **C. CASH:** BUYER(S) will pay the balance of the purchase price in cash at the time of closing with adjustment for  
46 closing costs to be either added or deducted. This Agreement is not contingent upon BUYER(S) obtaining such  
47 funds to close. SELLER(S) has the right to request and receive verification of funds within 5 days of written  
48 acceptance.

49  **D. APPRAISAL:** This Agreement is contingent upon the property appraising at or above the purchase price.  
50 Appraisal to be completed no later than 10 days prior to closing. Obtaining an appraisal is BUYER(S) and/or  
51 Mortgage Lender's responsibility.

CK  
08/04/23  
4:54 PM CDT  
dotloop verified

RK VK  
08/04/23 08/04/23  
5:39 PM CDT 5:31 PM CDT  
dotloop verified dotloop verified

Property Address 1600 West Broadway Street, Polk City, IA 50226

- 52  **E. SUBJECT TO CLOSING:** This Agreement is contingent upon BUYER(S) closing and obtaining proceeds from the
- 53 sale of their property located at \_\_\_\_\_
- 54 scheduled to close on or before \_\_\_\_\_.
- 55  **F. SUBJECT TO SALE:** This Agreement is contingent on the sale of BUYER(S) property. See attached Subject to
- 56 Sale Addendum.
- 57  **G. OTHER FINANCING TERMS:** \_\_\_\_\_
- 58

59 **CLOSING:** Closing shall be on or about (date) See line 177. This transaction shall be considered closed upon  
60 delivery for recording of all documents required to convey marketable title to the BUYER(S) and receipt of all funds by  
61 the settlement agent.

62  
63 **POSSESSION:** To be given  at time of closing, or  on (date) \_\_\_\_\_ (time) \_\_\_\_\_  AM  PM.

64  
65 **FINAL WALKTHROUGH:** The BUYER(S) shall be permitted to do a final walkthrough of the property prior to possession  
66 or closing, whichever is sooner, to determine there have been no changes to the condition of the property, ordinary  
67 wear and tear excepted.

68  
69 **HOME WARRANTY:** A home warranty shall be included with this sale:  Yes  No. Warranty to be paid for by  
70  SELLER(S)  BUYER(S). Warranty Company \_\_\_\_\_ Plan \_\_\_\_\_ Cost \$ \_\_\_\_\_

71  
72 **INCLUDED PROPERTY:** All property integrally belonging to, specifically adapted to, or part of the real estate (except  
73 rental items disclosed in writing), whether attached or detached including but not limited to:

- 74  Attached satellites and/or antennas for TV or radio
- 75  Attached brackets for television or audio
- 76  Built in sound systems
- 77  Installed security systems or alarm devices
- 78  Thermostats
- 79  Doorbells
- 80  Attic and ceiling fans and remotes if any
- 81  Bathroom mirrors and other attached mirrors
- 82  Attached shelving
- 83  Window treatments
- 84  Attached or fitted floor coverings
- 85  Built in appliances
- 86  Light fixtures and bulbs
- 87  Central vacuum systems and accessories
- 88  Fireplace screens, grates, equipment, and remotes
- 89  Water softeners and purifiers
- 90  Sump pumps
- 91  Fences including inground and receiving collars
- 92  Garage door opener and controls
- 93  Outdoor buildings or sheds
- 94  Outdoor in-ground plants
- 95  Landscaping and lighting
- 96  In-ground lawn sprinkler systems and components
- 97  Keys to the property including mailboxes

98 **OTHER INCLUDED ITEMS:** \_\_\_\_\_  
99 \_\_\_\_\_

100 **EXCLUDED PROPERTY (and Reserved Items):** \_\_\_\_\_  
101 \_\_\_\_\_

102 **Personal property not included in the sale must be removed at the expense of the SELLER(S) prior to possession.**

103  
104 **NEW CONSTRUCTION:** If improvements on subject property are under construction or to be constructed, this Agreement shall be subject to approval of plans and specifications by the parties within \_\_\_\_\_ days of final acceptance of this Agreement. New construction shall have warranties implied by law, specifically made by suppliers of materials/appliances, or specifically tendered by the contractor. The Brokers and their Agents make no warranties to quality of construction or materials. Other than express warranties specifically made by suppliers of materials and/or specifically tendered by the contractor, there are no implied or express warranties with regard to such construction.

105  **HOMEOWNERS ASSOCIATION/COVENANTS:** This Agreement is for a townhome, condominium, or other property subject to a Homeowners Association. Association fees, if any, shall be paid current by SELLER(S) to date of closing. See HOA Addendum.

Property Address 1600 West Broadway Street, Polk City, IA 50226

105 **DUTIES OF THE PARTIES:**

106 **A.** The Brokers, their Agents, employees, and associates make no representations or warranties as to the physical  
107 condition of the property, its size, future value or income potential.

108 **B.** SELLER(S) and BUYER(S) acknowledges that SELLER(S) of real property has a legal duty to disclose Material Defects  
109 of which SELLER(S) has actual knowledge and which a reasonable inspection by BUYER(S) would not reveal.

110  
111 **CONDITION OF PROPERTY:** Federal Law (known as Title X) requires notification of potentially dangerous levels of  
112 lead-based paint in properties built before 1978 (See Lead-Based Paint Disclosure). If applicable, the SELLER(S) will  
113 provide the BUYER(S) with copies of any records or prior test results pertaining to lead-based paint findings. Any  
114 Sellers' Disclosure of Property Condition form required by Chapter 558A of the Code of Iowa is incorporated herein as  
115 if fully and completely set forth in this paragraph. The property as of the date of this Agreement, including buildings,  
116 grounds, and all improvements, will be preserved by the SELLER(S) in its present condition until possession, excluding  
117 ordinary wear and tear.

118  
119 **INSPECTIONS OF PROPERTY:** A home inspection is not intended to bring an older home into compliance with current  
120 local building codes and in no way affects any improvements to the property that may be required by Buyer's lender.

121  
122 **BUYER(S) shall CHOOSE ONE of the following alternatives relative to the condition of the property:**

123  
124  **1.** Within \_\_\_\_\_ days after the Acceptance Date of this Agreement, BUYER(S) may, at their sole expense, have  
125 the property inspected by a qualified person(s) of Buyer's choice to determine if there are any major  
126 structural, mechanical, environmental (including radon gas or fungal), roof, plumbing, electrical, siding, lead-  
127 based paint, or other deficiencies existing at the property which would constitute a hazard to any occupant of  
128 the property.

129  
130 Within this same period, BUYER(S) may notify SELLER(S) in writing what requests, if any, are being made of  
131 the SELLER(S) to correct the deficiencies disclosed by BUYER(S) as a result of the inspection. SELLER(S) shall  
132 have 3 days to notify BUYER(S) in writing what steps, if any, the SELLER(S) will agree to in order to correct the  
133 deficiencies identified by the BUYER(S).

134  
135 If SELLER(S) declines to correct identified deficiencies from BUYER(S), BUYER(S) has 2 days from receipt of  
136 SELLER'S response to notify the SELLER(S) in writing that:

137  
138 (A) Such steps are acceptable; in which case this Agreement shall be deemed modified to incorporate the  
139 requests agreed to by and between the BUYER(S) and SELLER(S) and shall be binding on all parties.

140 OR



141 (B) If parties cannot come to agreeable terms, this Agreement is null and void and the earnest money shall be  
142 returned to the BUYER(S).



143  
144 If BUYER(S) fails to notify SELLER(S) in writing of any requests to correct deficiencies within the specified time  
145 period, it shall be deemed as a waiver of the Buyer's inspection and repair rights. BUYER(S) is accepting the  
146 property in its present condition.

147  
148 If SELLER(S) fails to notify BUYER(S) within the specified time period of what requests, if any, the SELLER(S)  
149 will agree to, in order to correct any deficiencies, it shall be deemed a rejection of the BUYER(S) correction  
150 request and the BUYER(S) may declare this Agreement null and void and any earnest money shall be returned  
151 to the BUYER(S).

152  
153  **2.** BUYER(S) acknowledges they have made a satisfactory inspection of the property and are purchasing this  
154 property "As-Is" in its present condition, and no repairs or corrections will be made by the SELLER(S).

155  
156  **3.** BUYER(S) acknowledges the SELLER(S) is selling the property "As-Is" in its present condition, and no repairs or  
157 corrections will be made by the SELLER. BUYER(S) may, at their sole expense, have the property inspected by  
158 a qualified person(s) of Buyer's choice within \_\_\_\_\_ days after final acceptance. If as a result of the  
159 inspection, BUYER(S) discovers unacceptable findings, BUYER(S) may within this same period, rescind this  
160 Agreement and any earnest money shall be returned to the BUYER(S).

BUYER(S) Initials    
08/04/23  
4:54 PM CDT  
dotloop verified

SELLER(S) Initials    
08/04/23  
5:39 PM CDT  
dotloop verified

Property Address 1600 West Broadway Street, Polk City, IA 50226

161  **INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM:** Property has a private sewage disposal system or is served by  
162 a private sewage disposal system. The septic system shall be inspected and approved for real estate transfer by a  
163 licensed DNR inspector as required by Iowa Code 455B.172 (unless exempt) no later than \_\_\_\_ days after acceptance  
164 of Agreement unless mutually agreed upon by all parties.

165 **Inspection to be scheduled and paid for by:**  Buyer  Seller

166  
167 **WOOD DESTROYING PEST INSPECTION:** If subject property is at least one and not more than a four-family residential  
168 dwelling, SELLER(S), at their expense, shall have property inspected for termites or other wood destroying pests by a  
169 licensed pest inspector prior to closing. If active pest infestation or damage due to prior infestation is found, SELLER(S)  
170 shall have option of either treating property by a licensed pest exterminator and having any damage repaired to  
171 BUYER(S) satisfaction, or declaring this Agreement void. This shall not apply to fences, trees or shrubs. However,  
172 BUYER(S) may accept property in its existing condition without such treatments or repairs.

173  
174  **RENTAL PROPERTY:** This Agreement is for a property currently being rented/leased. See Rental Addendum.

175  
176 **ADDITIONAL PROVISIONS:** \_\_\_\_\_

177 Subject to city council and city attorney approval, shall have 21 days due diligence, Closing to take place 30 days after due diligence

178 City agrees to waive all current and past due utility bills.


179  
180 **INSURANCE:** SELLER(S) shall bear risk of loss or damage to the property prior to closing or possession, whichever  
181 occurs first and agrees to maintain existing homeowners' insurance. BUYER(S) may purchase additional insurance. If  
182 prior to closing substantial damage or destruction occurs and the property cannot be restored to its previous  
183 condition on or before the closing date, this Agreement shall be null and void, unless otherwise agreed to by the  
184 Parties. However, BUYER(S) has the right to complete closing and receive insurance proceeds regardless of the extent  
185 of damage.


186  
187 **ABSTRACT AND TITLE:** SELLER(S) shall promptly provide an abstract of title continued to and including date of  
188 acceptance of this Agreement. Abstract shall be delivered to an attorney (selected by BUYER(S) or their lender) for a  
189 title opinion. SELLER(S) agrees to make every reasonable effort to promptly perfect the title in accordance with such  
190 opinions so that upon conveyance, title shall be deemed marketable in compliance with this Agreement and land title  
191 laws of the State of Iowa or title policy. If closing is delayed due to SELLER(S) inability to provide marketable title, this  
192 Agreement shall continue in force and effect until either party rescinds the Agreement after giving 5 days written  
193 notice to the other party and the Brokers. The SELLER(S) shall not be entitled to rescind unless they have made a  
194 reasonable effort to produce marketable title. With Buyer's approval, SELLER(S) has option to provide title through an  
195 owner's title guarantee or title insurance policy purchased for BUYER(S) by SELLER(S) or lender to protect the lender's  
196 interest in the property.

197  
198 **SURVEY:** BUYER(S) may have the property surveyed at their expense not to exceed 10 days after the final acceptance  
199 of this Agreement. If survey, certified by a registered land surveyor, shows any encroachments or improvements  
200 located on subject property encroach on land of others, they shall be treated as a title defect.

201  
202 **PROPERTY TAXES:** SELLER(S) shall pay all real estate taxes related to the property that are liens for prior years and all  
203 those due and payable in the fiscal year of closing. All real estate taxes for the fiscal year in which closing occurs, due  
204 and payable in the following fiscal year, shall be prorated to the date of closing, with such proration based upon  
205 applicable assessed value(s), rollback(s), exemption(s) and levy of record at the time of closing. SELLER(S) shall pay  
206 any real estate taxes due and payable on or before the date of closing, with BUYER(S) receiving credit at closing for  
207 any remaining unpaid real estate taxes for which SELLER(S) is responsible under this section. If this Agreement is for a  
208 contract purchase, see Financing Addendum.

209  
210 **SPECIAL ASSESSMENTS:** SELLER(S) shall pay in full all special assessments that are liens on the property as of the date  
211 of closing. Any preliminary or deficiency assessments which cannot be discharged by payment at closing shall be paid  
212 through a written escrow account with sufficient funds to pay liens when payable, with unused funds to be returned  
213 to the SELLER(S) without further signatures of the BUYER(S). All charges for solid waste, trash removal, sewage, utility  
214 bills and assessments for maintenance that are attributable to Seller's ownership shall be paid by SELLER(S).

  
08/04/23  
4:54 PM CDT  
dotloop verified

  
08/04/23  
5:39 PM CDT  
dotloop verified

Property Address 1600 West Broadway Street, Polk City, IA 50226

215 **JOINT TENANCY:** Upon full payment of purchase price, SELLER(S) shall deliver to BUYER(S) a general warranty deed to  
216 this property. If Seller's title is held in joint tenancy, this Agreement shall not sever such joint tenancy. If BUYER(S) is  
217 married, their interest shall be held in joint tenancy unless otherwise indicated.  
218

219 **COURT APPROVAL:** If the property is an asset of an estate, trust or conservatorship, this Agreement is contingent  
220 upon court approval unless declared unnecessary by Buyer's attorney. If necessary, the appropriate fiduciary shall  
221 promptly obtain court approval and conveyance shall be made by Court Officers Deed.  
222

223 **FUNDS:** At the time of closing, funds of the purchase price, received from BUYER(S) and/or Buyer's lender, may be  
224 applied to purchase price, to pay taxes and liens and are to be handled under supervision of the Brokers and subject  
225 to approval of Buyer's attorney.  
226

227 **CALCULATING TIME PERIODS IN THIS AGREEMENT:** All references to days shall be construed as business days unless  
228 otherwise noted. A business day is defined as any day other than weekends or legal state or federal holidays. A day  
229 shall begin at 12:00AM and end at 11:59PM. In calculating, the day of the act or event is not included. The last day is  
230 included unless that day is a state or federal holiday; in which case the last day shall be the next business day.  
231

232 **NOTICE:** Any notice required under this Agreement shall be deemed given when it is received in writing, either by  
233 hand delivery, fax, return receipt requested mail, or electronic mail. Persons designated to receive any notice for the  
234 purpose of this Agreement shall be the SELLER(S) and BUYER(S) or their respective Agents.  
235

236 **DOCUMENT PREPARATION:** Parties request the Listing or Selling Brokerage or any employees, agents or associates  
237 select, prepare, and complete form documents as authorized by Iowa law or by the Iowa Supreme Court Rule, such as  
238 purchase agreements, groundwater hazard, and declaration of value incident to a residential real estate transaction.  
239

240 **MARKETING:** Unless otherwise specified in writing, SELLER(S) acknowledges and agrees the property will not be  
241 marketed while this Agreement is in effect.  
242

243 **REMEDIES OF THE PARTIES:** If SELLER(S) fails to fulfill this Agreement, BUYER(S) shall have the right to have all  
244 payments returned and to proceed by any action at law or in equity. SELLER(S) agrees to pay costs and reasonable  
245 attorney fees, and a receiver may be appointed. If BUYER(S) fails to fulfill this Agreement, SELLER(S) may forfeit the  
246 same as provided in Chapter 656 of the Code of Iowa, and all payments made herein shall be forfeited, or the  
247 SELLER(S) may proceed by an action at law or in equity. The BUYER(S) agrees to pay costs and reasonable attorney  
248 fees and any other expense incurred by SELLER(S). In the event of a breach of this Agreement by either SELLER(S) or  
249 BUYER(S), the Listing Broker shall be deemed an intended third-party beneficiary of this Agreement and may maintain  
250 an action at law against the breaching party for the collection of the Broker's commissions and all costs, including  
251 attorneys' fees.  
252

253 **DISPUTE RESOLUTION:** If initialed, BUYER(S) and SELLER(S) agree if a dispute or claim arises out of or relating to this  
254 Agreement, before exercising any other legal remedies, the dispute or claim shall be submitted to mediation in  
255 accordance with the Rules and Procedures of the Des Moines Area Association of REALTORS® Home  
256 Seller/Homebuyer Dispute Resolution System. *(Initialing or not Initialing does not constitute a counter offer.)*  
257

258 BUYER(S) Initials   SELLER(S) Initials    
259 08/04/23 4:54 PM CDT dotloop verified 08/04/23 5:39 PM CDT dotloop verified 08/04/23 5:31 PM CDT dotloop verified

260 **GENERAL PROVISIONS:** Pertaining to this Agreement, time shall be of the essence. This Agreement shall be binding on  
261 and inure to the benefit of the heirs, executors, administrators, assigns and successors in interest of the respective  
262 parties. This Agreement, its representations, warranties and covenants shall survive the closing of the transaction and  
263 the delivery and recording of all documents necessary to transfer title or an interest in the property to the BUYER(S).  
264

265 **BUYER ADMIN FEE:** Buyer agrees to pay RE/MAX Precision \$450 to cover costs to obtain and process closing  
266 information, administer closing and compliance, make government filings, and apply towards licensing and insurance  
267 costs, and maintain records in accordance with government regulations  
268  
269

BUYER(S) Initials   SELLER(S) Initials    
08/04/23 4:54 PM CDT dotloop verified 08/04/23 5:39 PM CDT dotloop verified 08/04/23 5:31 PM CDT dotloop verified

Property Address 1600 West Broadway Street, Polk City, IA 50226

270 **ACKNOWLEDGEMENT:** The signing of this Agreement creates important rights and liabilities on the part of both the  
271 SELLER(S) and the BUYER(S). This Agreement is made of free will and shall be good and binding upon the undersigned  
272 if accepted below. **This is a legally binding Agreement. If you have concerns regarding your rights and liabilities, you**  
273 **are encouraged to seek competent legal advice.**


274 BUYER(S) Initials   SELLER(S) Initials    
275 08/04/23 4:54 PM CDT dotloop verified 08/04/23 5:39 PM CDT dotloop verified 08/04/23 5:31 PM CDT dotloop verified

277 **ACCEPTANCE:** When accepted, this Agreement shall become a binding contract. If this Agreement is not accepted on  
278 or before (date) \_\_\_\_\_ (time) \_\_\_\_\_ AM PM, it shall become null and void and  
279 all payments shall be repaid to BUYER(S) without liability on the part of any Broker to either party. If accepted by  
280 SELLER(S) on a later date and such acceptance is ratified in written or other form by BUYER(S), then this Agreement  
281 shall be valid and binding.

282  **SEE ATTACHED ADDENDUM(S)**


283 **SELLER(S) ACCEPTANCE:** The undersigned SELLER(S) accepts this Agreement and agrees to sell this Property according  
284 to the terms offered.


285  dotloop verified 08/04/23 4:54 PM CDT OVMB-OWSF-XNE2-Y7I5  
286 BUYER'S Signature Date

287  dotloop verified 08/04/23 5:39 PM CDT NJK9-VAJF-FGWE-CQMG  
288 SELLER'S Signature Date

289 Chelsea Huisman, City Manager Polk City  
290 BUYER'S Legal Name, (Printed)

291 Randall Keys  
292 SELLER'S Legal Name, (Printed)

293   
294 BUYER'S Signature Date

295  dotloop verified 08/04/23 5:39 PM CDT WS22-NNEL-JTS0-PKN9  
296 SELLER'S Signature Date

297 Victoria Keys  
298 SELLER'S Legal Name, (Printed)

299 \_\_\_\_\_  
300 Name of Selling Company & License Number


301 \_\_\_\_\_  
302 Name of Listing Company & License Number


303 \_\_\_\_\_  
304 Name of Selling Agent & License Number

305 David Welch B58831000  
306 Name of Listing Agent & License Number

307  **SELLER(S) COUNTER-OFFER:** The SELLER(S) submits the following counteroffer to certain terms and conditions of  
308 this Agreement as set forth on the attached Counter-Offer.

309  **SELLER(S) REJECTION:** The SELLER(S) rejects this BUYER'S written offer.

310   
311 SELLER'S Signature  
312 (Date) \_\_\_\_\_ (Time) \_\_\_\_\_

313   
314 SELLER'S Signature  
315 AM PM





# SELLER DISCLOSURE OF PROPERTY CONDITION

(To be delivered prior to buyer making offer to Buy Real Estate)



**Property Owner(s) & Address:** Randall Keys and Victoria Keys

1600 West Broadway Street, Polk City, IA 50226





**Purpose of Disclosure:** Completion of Section I this form is required under Chapter 558A of the Iowa code which mandates the Seller(s) disclose condition and information about the property, unless exempt:

**Exempt Properties:** Properties exempted from the Seller's disclosure requirement include (IA Code 558A): Bare ground; property containing 5 or more dwellings units; court ordered transfers; transfers by a power of attorney; foreclosures; lenders selling foreclosed properties; transfers by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust. This exemption shall not apply to a transfer of real estate in which the fiduciary is a living natural person and was an occupant in possession of the real estate at any time within the twelve consecutive months immediately preceding the date of transfer; between joint tenants, or tenants in common; to or from any governmental division; quit claim deeds; intra family transfers; between divorcing spouses; commercial or agricultural property which has no dwellings. Seller(s) certifies that the property is exempt from the requirement(s) of Iowa Code 558A because one of the above exemptions apply. If claiming an exemption, sign here and stop.

Seller	Date
Buyer	Date

**Instructions to the Seller:** (1) Complete this form yourself. (2) Report known conditions materially affecting the property and utilize ordinary care in obtaining the information. (3) Provide information in good faith and make a reasonable effort to ascertain the required information. (4) Additional pages or reports may be attached. (5) If some items do not apply to your property, write "NA" (not applicable). (6) All approximations must be identified "AP". If you do not know the facts, write or check UNKNOWN. (7) Keep a copy of this statement.

**Seller's Disclosure Statement:** Seller discloses the following information regarding the property and certifies this information is true and accurate to the best of my/our knowledge as of the date signed. Seller authorizes Agent to provide a copy of this statement to any person or entity in connection with actual or anticipated sale of the property or as otherwise provided by law. This statement shall not be a warranty of any kind by Seller or Seller's Agent and shall not be intended as a substitute for any inspection or warranty the purchaser may wish to obtain. The following are representations made by Seller and are not by any Agent acting on behalf of the Seller. **The Agent has no independent knowledge of the condition of the property except that which is written on this form. Seller advises Buyer to obtain independent inspections relevant to Buyer.**

Seller initials   Buyer initials  

## I. Property Conditions, Improvements and Additional Information: (Section I is Mandatory)

EACH AND EVERY LINE MUST BE ADDRESSED AND MARKED

1. **Basement/Foundation:** Has there been known water or other problems? Yes  No  Unknown

1A. If yes, please explain: \_\_\_\_\_

2. **Roof:** Any known problems? Yes  No  Unknown

2A. Type \_\_\_\_\_

2B. Date of repairs/replacement (If any) \_\_\_\_\_

Describe: \_\_\_\_\_

3. **Well and pump:** Any known problems? Yes  No  Unknown

3A. Type of well (depth/diameter), age and date of repair: \_\_\_\_\_

3B. Has the water been tested? Yes  No  Unknown

3C. If yes, date of last report/results: \_\_\_\_\_

4. **Septic tanks/drain fields:** Any known problems? Yes  No  Unknown

Location of tank \_\_\_\_\_ Age \_\_\_\_\_ Unknown

Has the system been pumped and inspected within the last 2 years?

Yes  No  Unknown

Date of inspection \_\_\_\_\_ Date tank last cleaned/pumped \_\_\_\_\_ N/A

5. **Sewer:** Any known problems? Yes  No  Unknown

5A. Any known repairs/replacement? Yes  No  Unknown

5B. Date of repairs \_\_\_\_\_

6. **Heating system(s):** Any known problems? Yes  No

6A. Any known repairs/replacement? Yes  No

6B. Date of repairs \_\_\_\_\_

7. **Central Cooling system(s):** Any known problems? Yes  No

7A. Any known repairs/replacement? Yes  No

7B. Date of repairs \_\_\_\_\_

8. **Plumbing system(s):** Any known problems? Yes  No

8A. Any known repairs/replacement? Yes  No

8B. Date of repairs \_\_\_\_\_

9. **Electrical system(s):** Any known problems? Yes  No

9A. Any known repairs/replacement? Yes  No

9B. Date of repairs \_\_\_\_\_

10. **Pest Infestation:** (wood-destroying insects, bats, snakes, rodents, destructive/troublesome animals, etc.)

10A. Any known problems? Yes  No  Unknown

Date of treatment \_\_\_\_\_

10B. Previous Infestation/Structural Damage? Yes  No  Unknown

Date of repairs \_\_\_\_\_

11. **Asbestos:** Is asbestos present in any form in the property? Yes  No  Unknown

11A. If yes, explain: \_\_\_\_\_

12. **Radon:** Any known tests for the presence of radon gas? Yes  No

12A. If yes, test results? \_\_\_\_\_ Date of last report \_\_\_\_\_

13. **Lead Based Paint:** Known to be present or has the property been tested for the presence of lead based paint?

Yes  No  Unknown

13A. Provide lead based paint disclosure.

14. **Any known** encroachments, easements, "common areas" (facilities like pools, tennis courts, walkways or other areas co-owned with others), zoning matters, nonconforming uses, or a Homeowners Association which has any authority over the property? Yes  No  Unknown

15. Features of the property known to be shared in common with adjoining landowners, such as walls, fences, roads and driveways whose use or maintenance responsibility may have an effect on the property?

Yes  No  Unknown

16. Structural Damage: Any known structural damage? Yes  No  Unknown

17. Physical Problems: Any known settling, flooding, drainage or grading problems? Yes  No  Unknown

18. Is the property located in a flood plain? Yes  No  Unknown

18A. If yes, flood plain designation \_\_\_\_\_

19. Do you know the zoning classification of this property? Yes  No  Unknown

What is the zoning? \_\_\_\_\_

20. Covenants: Is the property subject to restrictive covenants? Yes  No  Unknown

If yes, attach a copy OR state where a true, current copy of the covenants can be obtained:

On file at County Recorder's office or: \_\_\_\_\_

You **MUST** explain any "Yes" responses above (Attach additional sheets if necessary):

[Empty box for explaining "Yes" responses]

Seller initials

Buyer initials

II. Appliances/Systems/Services (Note: Section II is for the convenience of Buyer/Seller and is not mandatory):

Notice: Items marked "included" are intended to remain with the property after sale. However, included items may be negotiable between Buyer and Seller, and requested items should be in writing as either included or excluded in any Offer to Buy/Purchase Agreement. The Offer to Buy/Purchase Agreement shall be the final terms of any agreement.

Table with columns: Included, Working? (Yes, No, OR N/A) for various appliances and systems like Range/Oven, Dishwasher, Refrigerator, Lawn Sprinkler System, Solar Heating System, etc.

**Exceptions/Explanations for "NO" responses above:**

everything in the house stays with it. Unknown condition of all ap

**ALL HOUSEHOLD APPLIANCES ARE NOT UNDER WARRANTY BEYOND DATE OF CLOSING.**

**Warranties may be available for purchase from independent warranty companies.**

Seller initials   Buyer initials  

**III. Additional Non-Mandatory Requested Items:** Are you as the Seller aware of any of the following:

1. Any significant structural modification or alteration to property? Yes  No  Unknown  Please explain:

2. Has there been a property/casualty loss over \$5,000, an insurance claim over \$5,000, OR major damage to the property from fire, wind, hail, flood(s) or other conditions? Yes  No  Unknown  If yes, has the damage been repaired/replaced? Yes  No

3. Are there any known current, preliminary, proposed or future assessments by any governing body or owner's association of which you have knowledge? Yes  No  Unknown

4. Mold: Does property contain toxic mold that adversely affects the property or occupants?  
Yes  No  Unknown

5. Private burial grounds: Does property contain any private burial ground? Yes  No  Unknown

6. Neighborhood or Stigmatizing conditions or problems affecting this property? Yes  No  Unknown

7. Energy Efficiency Testing: Has the property been tested for energy efficiency? Yes  No  Unknown   
If yes, what were the test results? \_\_\_\_\_

8. Attic Insulation: Type \_\_\_\_\_ Unknown  Amount \_\_\_\_\_ Unknown

9. Are you aware of any area environmental concerns? Yes  No  Unknown  If yes, please explain: \_\_\_\_\_

10. Are you related to the listing agent? Yes  No  If yes, how? \_\_\_\_\_

11. Where survey of property may be found: Unknown

12. Wind Farms: Is the subject property encumbered by certain Wind Energy rights? Yes  No

If yes, rights by: Lease , Easement , Other  Define Other: \_\_\_\_\_

Wind Farm Company, Owner: \_\_\_\_\_

**If the answer to any item is yes, please explain. Attach additional sheets, if necessary:**

**13. Repairs:** Any repair(s) to property not so noted: (Date of repairs, Name of repair company if utilized.) (Note: Repairs are not normal maintenance items) (Attach additional sheets, if necessary)

### IV. Radon Fact Sheet & Form Acknowledgement

**Seller acknowledges that Buyer be provided with and the Buyer acknowledges receipt of the "Iowa Radon Home-Buyers and Sellers Fact Sheet", prepared by the Iowa Department of Public Health.**

Seller *Randall Keys* dotloop verified  
07/28/23 1:45 PM CDT  
QTYJ-GW06-NNB2-BMTJ Seller *Victoria Keys* dotloop verified  
08/04/23 5:31 PM CDT  
ATHG-XJ25-O5JW-VMNK Date July 28th 2023

Seller has owned the property since \_\_\_\_\_ (date). Seller has indicated above the history and condition of all the items based solely on the information known or reasonably available to the Seller(s). If any changes occur in the structural/mechanical/appliance systems of this property from the date of this form to the date of closing, Seller will immediately disclose the changes to Buyer. In no event shall the parties hold Broker liable for any representations not directly made by Broker or Broker's affiliated licensees (brokers and salespersons). **Seller hereby acknowledges Seller has retained a copy of this statement.**

**Buyer hereby acknowledges receipt of a copy of this statement. This statement is not intended to be a warranty or to substitute for any inspection the buyer(s) may wish to obtain.**

Buyer *Chelsea Huisman, Polk City Manager* dotloop verified  
08/04/23 4:54 PM CDT  
CULT-VOAO-HSPY-T3BY Buyer  Date \_\_\_\_\_

**AMENDMENT NO. 1**  
**EXHIBIT A – SCOPE OF SERVICES**  
**OF THE PROFESSIONAL SERVICES AGREEMENT FOR**  
**POLK CITY: POLK CITY HIGH TRESTLE TRAIL TO NEAL SMITH TRAIL**  
**CONNECTOR PROJECT – PHASE 1**

**SCOPE OF SERVICES**

Remove existing description of services, and replace with the following:

“The Polk City High Trestle Trail to Neal Smith Trail Connection Project – Phase 1 includes design of the proposed recreational trail proposed along 3rd Street between Vista Lake Avenue and the Kiwanis Park and design of intersection improvements at the intersection of N. 3rd Street and Northside Drive, which shall be hereinafter referred to as “PROJECT”. This project totals approximately 2800’ in length. The PROJECT will include construction of a three-legged roundabout to better accommodate through traffic. The PROJECT shall be constructed within the existing Public Right of Way where possible but will require acquisition of public Right of Way and both permanent and temporary easements to allow construction activities. The PROJECT scope includes stormwater modeling, culvert design, and trail modeling as required.”

Amend the following paragraphs:

**A. GENERAL**

1. The PROJECT will construct approximately 2800’ in trail length, a three-legged roundabout in the N. 3rd Street and Northside Drive intersection, required stormwater improvements, and other associated improvements.
10. The PROJECT includes one (1) public information meetings.
11. The PROJECT includes public Right of Way, permanent easements, and temporary construction easement acquisitions.

**B. BASIC SERVICES**

**5. SURVEY PLATS**

The PROFESSIONAL will provide an Acquisition and or Easement Plat in accordance with the Iowa Code for the above referenced PROJECT. This service includes a certified drawing at a suitable scale depicting the needs for the PROJECT along with a property description in word format. Four original signed Plats will be provided to Client for the recording at the county recorder’s office.

Monuments will be set at locations shown on the Acquisition Plat as required by Iowa Code. The estimated budget for these services is based on a unit price for each type of plat created and as required by the PROJECT. An estimated number of plats for this PROJECT are shown below:

	<u>Item</u>	<u>Estimated Number of Plats</u>	<u>Amount</u>
a)	Acquisition Plats	4	\$3,800
b)	Temporary Construction Plats	11	\$4,400
c)	Permanent Easement Plats	5	\$3,000
d)	Staking Of Proposed Easements	4	\$1,800

## 7. TITLE WORK

The PROFESSIONAL shall retain and coordinate the services of an abstractor who will prepare Certificates of Title for each parcel that will include the current property description and easement of record. PROFESSIONAL will invoice these fees without markup to the client as project expenses. The estimated budget for these services is based on a unit price for each Title Report as required by the PROJECT. An estimated number of Title Reports for this PROJECT are shown below:

## 8. PRELIMINARY DESIGN AND PLANS

a. Included in this is the following:

- 1) Determination of Public Right of Way, Permanent Easements, and Temporary Construction Easement Needs

## 11. STREETLIGHT DESIGN

a. The PROFESSIONAL will perform a lighting analysis of roadway improvements to determine appropriate locations of proposed streetlights.

## 12. FINAL DESIGN AND PLANS

a. Final Design Plans and Specifications: The PROFESSIONAL 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, 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); Trail Plan and Profile Sheets (E Sheets); Removals and Clearing (F Sheets); Alignment (G Sheets), Right of Way and Easement Needs (H Sheets); Staging and Traffic Control (J Sheets); Pavement Marking (K Sheets); Roadway and Trail Geometry (L Sheets); Culvert and Storm Sewer Plan and Profile, if necessary (M Sheets); Streetlighting (P Sheets); Sidewalk Layout and Elevation Sheets (S Sheets); Culvert Headwall Details (V Sheets); and roadway cross sections (W Sheets). Specifications may include Special Provisions or Estimate Reference Information to supplement the IDOT Standard Specifications.

Add the following paragraphs:

C. ADDITIONAL SERVICES

3. RIGHT-OF-WAY SCOPE OF SERVICES:

- a. PROFESSIONAL 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. Ben Alison is an employee of PROFESSIONAL and is a state of Iowa licensed real estate broker with SNYDER & ASSOCIATES RIGHT-OF-WAY SERVICES, LLC, Ankeny, Iowa, a State of Iowa licensed real estate firm and a wholly owned subsidiary of PROFESSIONAL. Ben Alison will be designated as an Appointed Agent” 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 and PROFESSIONAL acknowledge and agree that the Appointed Agent is 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 regard 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.
- c. In regard to acquisitions, PROFESSIONAL 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) If not provided by the Client, PROFESSIONAL will submit property values, determined by independent appraisal, Brokers Price Opinion, or Project Data Book, to Client. Client will review and forward written approval of all findings by PROFESSIONAL prior to written offers being presented to landowners. It is anticipated that the size and valuation of the easements will be limited as such that individual appraisals are not required. If appraisals are required, this work will be completed as additional services as an Amendment to this Agreement.
- 4) Retain and coordinate the services of an abstractor, who will be a Subconsultant to PROFESSIONAL, who will prepare Certificates of Title for parcels where fee title and permanent easements are required.
- 5) 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) real estate purchase agreement, (4) Easement Agreement(s), (5) Warranty Deed, (6) title clearing documents as directed by Client's attorney, and (7) release of tenant interest and leasehold claims;
- 6) 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.
- 7) 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 PROFESSIONAL, negotiations have reached an impasse.
- 8) 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 PROFESSIONAL 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 PROFESSIONAL, 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.

- 9) Deliver all signed acquisition documents and title clearing (as directed by Client's attorney), to Client for payment and closing tasks.
- d. No relocation services are included by PROFESSIONAL.
- e. CLIENTS RESPONSIBILITIES:
- 1) Client understands and agrees that it will be responsible for and will provide the following, in a timely manner:
  - 2) Unless produced by PROFESSIONAL survey and engineering staff, provide to PROFESSIONAL all known and existing plans, specifications and data pertaining to the project that may affect PROFESSIONAL's Services to be provided. Unless otherwise noted by Client, PROFESSIONAL may rely upon the plans, specifications and data provided being accurate and complete.
  - 3) Provide all licenses, permits, and government or agency approvals that may be necessary to complete the Work and/or Project.
  - 4) Unless produced by PROFESSIONAL survey and engineering staff, provide to PROFESSIONAL legal descriptions and acquisition plats for each parcel to be acquired, unless Client requests PROFESSIONAL to provide said legal descriptions and acquisition plats and incorporates this request as a part of PROFESSIONAL's scope of work.
  - 5) Provide all necessary forms and/or documents to complete each acquisition and/or provide the services of Client's attorney to supervise, review and approve any and all legal documents prepared by PROFESSIONAL.
  - 6) Coordinate the timing and sequence of PROFESSIONAL's Services with the Services of others to the Project.

- 7) Make interim and final decisions utilizing information supplied by PROFESSIONAL.
- 8) Process Board Roll Calls/Requisitions.
- 9) Perform the following task for closings: Provide title opinions; prepare and distribute proceed checks to owners and tenants; prepare closing statements; prepare 1099 tax forms; update abstracts; record all pertinent documents.

Remove and Replace Section H with the following:

H. FEES

The fees for Engineering Services shall be as described below.

Basic Services:

1. Project Administration	\$ 10,000
2. Concept Statement	\$ 3,000
3. Topographic Survey	\$ 9,500
4. Right of Way Establishment	\$ 6,800
5. Survey Plats	\$ 13,000
6. Monument Preservation	\$ 1,500
7. Title Work	\$ 4,275
8. Preliminary Design and Plans	\$ 74,500
9. Public Information Meeting	\$ 4,500
10. Utility Coordination	\$ 5,000
11. Streetlight Design	\$ 4,200
12. Final Design and Plans	\$ 62,200
13. <u>Bid Phase Services</u>	<u>\$ 1,500</u>
Lump Sum Fee for Basic Services	\$ 199,975

Additional Services:

1. Wetland and Stream Delineation	\$ 5,000
2. U.S. Army Corps of Engineers (USACE) 404 Permitting	\$ 1,000
3. Right of Way Acquisition Services	\$ 22,500

Extra Services: Not Included

Construction Services: Not Included

**TOTAL FEE FOR SERVICES \$ 228,475**

Remove and Replace Exhibit ‘D’ with the following:

## EXHIBIT D

### Preliminary Schedule for Polk City High Trestle Trail to Neal Smith Trail Connector Project – Phase 1:

<u>Completion Date</u>	<u>Responsibility</u>	<u>Task</u>
June 12, 2023	City	Contract Award
July 19, 2023	S&A	Complete Topo & Boundary Survey
September 19, 2023	S&A	Preliminary Plans Submitted to City & Iowa DOT
September 26, 2023	S&A and City	Public Information Meeting
October 10, 2023*	S&A	NEPA Clearance Through the Iowa DOT
October 10, 2023*	S&A	Check Plans Submitted to City & Iowa DOT
November 21, 2023**	S&A & IDOT	Right of Way & Easement Acquisition is Complete
November 21, 2023	IDOT	Project Development Certification Clearance
November 21, 2023	S&A & IDOT	USACE 404 Permitting Clearance
November 21, 2023	City & IDOT	Project Funding Agreement is Executed
November 21, 2023	S&A	Final Plans Submitted to City & Iowa DOT
December 5, 2023	IDOT	Final IDOT Contracts Turn-In
February 20, 2024	Contractor	Bid Letting
Spring 2024	Contractor	Construction Begins
Summer 2025	Contractor	Construction Completed

\*NEPA Clearance is required prior to submittal to the Iowa DOT.

\*\*Completion Date for Right of Way and Easement Acquisition is for estimating purposes only. Project bidding may be delayed if delays are incurred during Right of Way and Easement Acquisition.

All other terms of this Agreement shall remain unchanged and unaffected by this Amendment.  
IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT as of this \_\_\_ day  
of \_\_\_\_\_, 20\_\_.

ATTEST:

CITY OF POLK CITY, POLK COUNTY, IOWA

\_\_\_\_\_  
Jenny Coffin  
City Clerk, City of Polk City

By \_\_\_\_\_  
Steve Karsjen, Mayor

SNYDER & ASSOCIATES, INC.

By \_\_\_\_\_



## City of Polk City, Iowa

### City Council Agenda Communication

**Date:** July 13, 2023  
**To:** Mayor Karsjen & City Council  
**From:** Chief Jeremy Siepker  
**Subject:** Update Municipal Code Chapter 57 Dangerous and Vicious Animals

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**BACKGROUND:** The attached is a proposed updated Chapter 57 Dangerous and Vicious Animals code for Council approval. This code expands the definition of a Dangerous Animal to include the ability to declare a dog as a Dangerous Animal, our code currently only includes certain wild animals to be Dangerous Animals. This would add another layer to what a dog could be declared before reaching the level of a Vicious Animal.

The proposed code also provides additional options for pet owners that would want to keep their pet after a Dangerous or Vicious declaration, this includes but is not limited to cage, leashing, and insurance requirements.

Since our last update to this code, I have found that it is difficult to find willing participants for our appeal process. I am proposing that the code be expanded to allow for the patrol officer that would handle the calls for animal complaints or attacks to make the determination if the dog should be declared dangerous or vicious by this code. The original case officer can then begin the enforcement efforts for the owner to remove the dog from the city, euthanize the dog or meet the requirements dictated in this code to keep the dog in the city.

These cases can be reviewed by the Police Chief and if the declaration is appealed it can be appealed to a panel to include the City Manager, an animal professional and an animal control personnel from another agency rather than restrict it to Polk County Animal Control who are not willing to participate in these appeal processes.

**ALTERNATIVES:** Do not approve the updated Chapter 57 Municipal Code.

**FINANCIAL CONSIDERATIONS:** There are no financial considerations with these changes.

**RECOMMENDATION:** It is my recommendation that the Council approves the updated Chapter 57 Municipal Code.

**ORDINANCE NO. 2023-9300**

**AN ORDINANCE AMENDING  
CHAPTER 57, DANGEROUS AND VICIOUS ANIMALS, SECTION 57.04, SEIZURE,  
IMPOUNDMENT AND DISPOSITION**

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

**Section 1.** The current Chapter 57 is hereby deleted and there is hereby enacted the following new Chapter 57 of the City of Polk City Municipal Code.

**CHAPTER 57  
DANGEROUS AND VICIOUS ANIMALS**

57.01 Definitions	57.05 Keeping of Vicious Animals Prohibited
57.02 Keeping of Dangerous Animals Per Se Prohibited	57.06 Seizure, Impoundment and Disposition of Dangerous Animals or Vicious Dogs
57.03 Keeping of Dangerous Dogs Regulated	57.07 Insurance
57.04 Keeping of Vicious Dogs Regulated	57.08 Penalty

**57.01 DEFINITIONS.**

For use in this chapter, the following terms are defined:

1. "Animal" means every wild, tame, or domestic member of the animal kingdom other than the genus and species *Homo sapiens*.
2. "At large" means off the premises of the owner, unless:
  - A. The animal is on a leash, cord, chain, or similar restraint not more than six (6) feet in length and under the control of the person; or
  - B. The animal is within a motor vehicle; or
  - C. The animal is housed within a veterinary hospital, licensed kennel, pet shop or animal shelter.
3. "Dangerous animal per se" means:
  - A. Badgers, wolverines, weasels, mink and other Mustelids (except ferrets);
  - B. Black widow spiders and scorpions;
  - C. Raccoons, opossums and skunks;
  - D. Wolves and coyotes;
  - E. Bears;
  - F. All apes (including chimpanzees), baboons and macaques;
  - G. Monkeys, except the squirrel monkey, female spider monkey and female woolly monkey;
  - H. Elephants;



I. Wild boar;

J. Snakes that are naturally venomous or poisonous;

K. All cats, except domestic cats (Carnivora of the family Felidae including but not limited to lions, cougars, tigers, jaguars, leopards, lynx, bobcats, etc.);

4. "Dog" means and includes members of the Canine species, male or female, whether neutered or not.

5. "Dangerous dog" means any dog shall be categorized as a dangerous dog if it fits into any of the following categories:

A. Any dog which, when unprovoked, bites a person or a domestic pet or animal, whether on public or private property.

B. Any uncontrolled dog that chases or approaches a person without provocation in a manner that threatens the safety of humans or domestic pets or animals.

C. Any dog with a demonstrated propensity, tendency, or disposition to attack, to cause injury to, or to otherwise threaten the safety of humans or domestic pets or animals. This category shall include a security dog that has been trained to attack.

D. Acts in a highly aggressive manner within a fenced yard/enclosure and appears to a reasonable person able to jump over or escape.

6. "Provocation" means that the threat, injury, or damage caused by the dog was sustained by a person who, at the time, was willfully trespassing upon the premises occupied by the owner of the dog, or the person was tormenting, abusing, or assaulting the dog, or was committing or attempting to commit a crime.

7. "Vicious animal" means any animal, including a dog, except for a dangerous animal per se, as listed above, if it fits into any of the following categories:

A. Any dog or animal that according to the records of a health department, police department, or humane society or according to any other records available to the Police Department has directly inflicted any physical injury that resulted in broken bones or lacerations requiring sutures on a human being without provocation on public or private property.

B. Any dog or animal that has killed a domestic pet or animal without provocation while off its owner's property.

C. Any dog or animal while off its owner's property without provocation bites, attacks, or endangers the safety of humans, domestic pets, or animals.

8. Exceptions. A dog shall not be categorized as dangerous or vicious if it bites, attacks, or menaces a person, domestic pet or animal in order to:

A. Defend its owner, caretaker, or another person from an attack by a person or animal.

B. Protect itself, its young or another animal.

C. Defend itself against any person or animal that has tormented, assaulted or abused it.

D. Defends its owner's or caretaker's property against trespassers.

## **57.02 KEEPING OF DANGEROUS ANIMALS PER SE PROHIBITED.**

No person shall keep, shelter, or harbor any dangerous animal per se as a pet, or act as a custodian for such animal, temporarily or otherwise, or keep such animal for any purpose or in any capacity within the City.

### **57.03 KEEPING OF DANGEROUS DOGS REGULATED.**

The owner or caretaker of any dog determined to be dangerous pursuant to the provisions of the City Code shall comply with the following regulations:

1. No person owning, harboring, or having care of a dangerous dog may permit such a dog to go outside of its kennel or pen unless the dog is securely leashed on a leash no longer than 4 feet in length.
2. No person may permit a dangerous dog to be kept on a chain, rope, leash or similar restraining device outside its kennel or pen unless a person competent to govern the animal is in physical control of the restraining device and remains in position to control the dog at all times. The dog may not be leashed to inanimate objects such as trees, posts, and buildings.
3. No dangerous dog may be kept on a porch, patio or in any part of a house or structure on the premises of the owner or caretaker that would allow the dog to exit the building on its own volition, except through a door leading directly to a pen or kennel.
4. No dangerous dog may be kept in a house or structure when the windows are open or when screen windows or doors are the only obstacle preventing the dog from exiting the structure.
5. The owner of a dangerous dog must successfully complete a dog behavior modification course at owner's expense instructed by a licensed or certified dog behavior specialist within 60 days after receiving notification declaring the dog dangerous. The owner shall be required to provide a copy of proof of successful completion of the course to the Police Chief and the proof shall include certification or receipt bearing the name of the instructor and the dates of instruction.
6. The owner of a dangerous dog must microchip the dog at the owner's expense within 60 days after receiving notification declaring the dog dangerous in addition to licensing the pet in accordance with Chapter 56 of this Code in order to assist in locating the dangerous dog should it be found at large.
7. The owner shall allow the dog to be photographed for identification purposes.
8. The dog shall be spayed or neutered at the owner's expense.

### **57.04 KEEPING OF VICIOUS DOGS REGULATED.**

The owner or caretaker of any dog determined to be vicious pursuant to the provisions of the City Code shall comply with the following regulations:

1. No person owning, harboring, or having care of a vicious dog may permit such a dog to go outside of its kennel or pen unless the dog is securely leashed on a leash, no longer than 4 feet in length.
2. No person may permit a vicious dog to be kept on a chain, rope, leash or similar restraining device outside its kennel or pen unless a person competent to govern the animal is in physical control of the restraining device and remains in position to control the dog at all times. The dog may not be leashed to inanimate objects such as trees, posts, and buildings.
3. A vicious dog outside the dog's kennel shall be muzzled in a humane way by a muzzling device sufficient to prevent the dog from biting persons or other animals. A vicious dog shall not be required to be muzzled when either shown in a sanctioned American Kennel Club Show or upon prior written approval by the Police Chief or his designee.
4. All vicious dogs shall be securely confined indoors or in a securely enclosed and locked pen or kennel on the premises of the owner or caretaker, except when leashed and muzzled. When constructed in an open yard, the pen or kennel must be childproof from the outside and dog proof from the inside. A strong metal double fence with adequate space between fences (at least 2 feet) must be provided so that a child cannot reach into the dog enclosure. The pen, kennel or structure

shall have secure sides and a secure top attached to all sides. A structure used to confine a vicious dog shall be locked with a key or combination lock when the dog is within the structure. The structure shall have a secure bottom or floor attached to the sides of the pen or the sides of the pen must be embedded in the ground no less than 2 feet. All structures erected to house vicious dogs shall comply with all zoning and building regulations of the City. All structures shall be adequately lighted and ventilated and kept in a clean and sanitary condition.

5. No vicious dog may be kept on a porch, patio or in any part of a house or structure on the premises of the owner or caretaker that would allow the dog to exit the building on its own volition, except through a door leading directly to a pen or kennel meeting all the requirements of this subsection. No vicious dog may be kept in a house or structure when the windows are open or when screen windows or screen doors are the only obstacle preventing the dog from exiting the structure.

6. The owner or caretaker of a vicious dog shall display, in prominent places on his or her premises near all entrances to the premises, signs in letters of no less than 2 inches high warning that there is a vicious dog on the property. A similar sign is required to be posted on the kennel or pen of the dog.

7. The owner or caretaker of a vicious dog shall immediately notify the police department if the dog is on the loose, is unconfined, has attacked another animal, has attacked a human being, has died, has been sold or has been given away. If the vicious dog has been sold or given away, the owner or caretaker shall also provide the police department with the name, address and telephone number of the new owner of the vicious dog. If the vicious dog is sold or given away to a person residing outside the City, the owner or caretaker shall present evidence to the police department showing that he or she has notified the police department or other law enforcement agency of the dog's new residence.

8. An owner or caretaker of any dog declared vicious found to be in violation of any section of this Code related to vicious dogs shall be ordered in writing to safely remove the dog from the City or destroy the animal within 10 days.

9. The owner of a vicious dog must successfully complete a dog behavior modification course at owner's expense instructed by a licensed or certified dog behavior specialist within 60 days after receiving notification declaring the dog vicious. The owner shall be required to provide a copy of proof of successful completion of the course to the Police Chief and the proof shall include certification or receipt bearing the name of the instructor and the dates of instruction.

10. The owner of a vicious dog must microchip the dog at the owner's expense within 60 days after receiving notification declaring the dog vicious in addition to licensing the pet in accordance with Chapter 56 of this Code in order to assist in locating the vicious dog should it be found at large.

11. The owner of a vicious dog shall be denied a permit for the dog to enter any park designated as a dog park in the City of Polk City.

12. The owner shall allow the dog to be photographed for identification purposes.

13. The dog shall be spayed or neutered at the owner's expense.

#### **57.05 KEEPING OF VICIOUS ANIMALS PROHIBITED.**

No person shall keep, shelter, or harbor for any reason within the City a vicious animal except in the following circumstances:

1. Dogs used while in the line of duty by the police department, any other law enforcement agency or unit of the United States Military Service.
2. The keeping of guard dogs; however, guard dogs must always be kept within a structure or fixed enclosure, and any guard dog found at large may be processed as a vicious animal pursuant

to the provisions of Section 57.04. Any premises guarded by a guard dog shall be prominently posted with a sign containing the wording "Guard Dog," "Vicious Dog" or words of similar import, and the owner of such premises shall inform the Police Chief that a guard dog is on duty at said premises.

#### **57.06 SEIZURE, IMPOUNDMENT, AND DISPOSITION OF DANGEROUS ANIMALS OR VICIOUS DOGS.**

1. Upon investigation, a Peace Officer may determine whether a dog fits into any of the categories of dangerous dog or vicious dog. The officer shall immediately inform the owner or caretaker in writing, by personal service or by certified mail, of said determination.
2. In the event that a dangerous or vicious animal is found at large and unattended upon public property, park property, public right-of-way, or the property of someone other than its owner, thereby creating a hazard to persons or property, such animal may, in the discretion of the Peace Officer, be destroyed if it cannot be confined or captured. The City shall be under no duty to attempt the confinement or capture of a dangerous or vicious animal found at large, nor shall it have a duty to notify the owner of such animal prior to its destruction.
3. Any animal in violation of 57.04 may be issued an Order of Removal by a Peace Officer. The order to remove a vicious animal or dog issued by a Peace Officer may be appealed to the Police Chief. To appeal such an order, written notice of appeal must be filed with the City Clerk within five (5) business days after receipt of the order contained in the notice to remove the dangerous animal or vicious dog. Failure to file such written notice of appeal shall constitute a waiver of right to appeal the order of the Peace Officer.
4. The notice of appeal shall state the grounds for such appeal and shall be delivered personally or by certified mail to the City Clerk. Upon receiving a notice of appeal, a hearing shall be convened, chaired by the Chief of Police or designee, to receive any testimony or other evidence that is deemed appropriate concerning the Removal Order.
5. When an appeal has been filed, the Peace Officer shall make a reasonable effort to notify any persons who would have had direct involvement in the situation which led to the Order of Removal, including those persons who were injured or who are owners or keepers of any animals which were injured by the animal.
6. The appeal shall be heard by a committee appointed by the Chief of Police consisting of a minimum of three people, including the City Manager, a dog professional, and an animal control officer from another agency or his/her designee. The hearing of such an appeal shall be scheduled within ten (10) days of the receipt of notice of appeal. After such a hearing, the committee may affirm or reverse the order of the Peace Officer. Such determination shall be contained in a written decision and shall be filed with the City Clerk within three (3) days after the hearing or any continued session thereof.
7. Pending the outcome of the hearing, the dog must be securely confined in a humane manner either on the premises of the owner or caretaker pursuant to 57.04 or with a licensed veterinarian.
8. If the committee affirms the action of the Peace Officer, the committee shall order in its written decision that the person owning, sheltering, harboring, or keeping such a dangerous animal or vicious dog remove such animal from the City or destroy it. The decision and order shall immediately be served upon the person against whom rendered in the same manner as the notice of removal. If the original order of the animal control officer is not appealed and is not complied with within three (3) days of its issuance, the animal control officer is authorized to seize and impound such dangerous or vicious animal. An animal so seized shall be impounded for a period of seven (7) days. If at the end of the impoundment period, the person against whom the decision and order of the committee was issued has not petitioned the District Court for a review of said order, the City shall cause the animal to be disposed of by sale or destroy such animal in a humane manner. Failure to comply with an order of the City issued pursuant hereto constitutes a misdemeanor offense.

**57.07 INSURANCE.**

Every person keeping or maintaining a dangerous or vicious dog as provided in this chapter, or a guard dog as provided in this chapter, shall accompany any application, or display upon request by the Police Chief or designee a certificate of insurance from an insurance company authorized to do business in the State with coverage of at least one hundred fifty thousand dollars (\$150,000.00) combined single limit liability for bodily injury. Such a certificate of insurance shall provide that no cancellation of the insurance will be made unless ten (10) days' written notice is first given to the City Clerk. Failure to provide or display such certificate of insurance shall be determined to be in violation of the vicious dog code as provided in this chapter.

**57.08 PENALTY.**

Violation of any provision of this chapter by an owner of an animal may be enforced as a municipal infraction within the meaning of Section 364.22 of the Code of Iowa, pursuant to Chapter 3 of this Code of Ordinances. Enforcement pursuant to this section shall be undertaken by the enforcement officer upon the advice and consent of the City Attorney.

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

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

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
Steve Karsjen, Mayor

ATTEST:

\_\_\_\_\_  
Jenny Coffin, City Clerk

First Reading:  
Second Reading:  
Third Reading:  
Date Adopted:  
Date of Publication by posting: