#### Agenda -Notice of Meeting

August 28, 2023 | 6:00 pm City Hall Council Chambers

### Public Meeting participation in person or via phone Call in # 515-726-3598 Participant Code 535355

Public members can also provide comments\* directly to <a href="mailto:support@polkcityia.gov">support@polkcityia.gov</a>

\*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 <a href="https://www.youtube.com/c/polkcityiagovchannel">https://www.youtube.com/c/polkcityiagovchannel</a>

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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. Presentation:** Polk County Supervisor Robert Brownell Community Development Grant check presentation
- **5. Public Comments:** This is the time and place for comments for any item other than those that are a Public Hearing. If you wish to speak, please contact the City Clerk by 6pm on the date of the meeting by email at <a href="mailto:jcoffin@polkcityia.gov">jcoffin@polkcityia.gov</a> include your name and address for the record. The Mayor will recognize you for five minutes of comment.
- 6. Consent Items
  - a. City Council Meeting Minutes for August 14, 2023
  - b. City Council Work Session Meeting Minutes for August 14, 2023
  - c. Receive and file P&Z Commission Meeting Minutes August 21, 2023
  - d. Claims listing August 28, 2023
  - e. July 2023 Finance Report
  - f. Resolution 2023-100 Authorizing an Intergovernmental Agreement between Polk County and Polk City for the Participation in the Community Development Block Grant (CBDG) Program for 2024-2026
  - g. Special Event Block Party at 1200 Westside Dr. on October 28, 2023 from 9am until 10/29 8am
  - h. Adopt Integrated Roadside Vegetation Management Plan
  - i. Resolution 2023-101 setting Public Hearing to Amend the FY 24 & 25 Capital Improvement Plan
  - j. Special Event Fall Fest September 30. 2023 with the following road closures from noon to 10pm:
    - 2<sup>nd</sup> Street from Broadway through Van Dorn
    - Van Dorn from 3<sup>rd</sup> St through 2<sup>nd</sup> Street
    - Broadway from 3<sup>rd</sup> St to 1<sup>st</sup> Street
  - k. Resolution 2023-102 authorizing the execution of an amended water tank and ground space lease with United States Cellular
  - 1. Receive and file July 2023 Police Department Report
  - m. Amended Retainer Agreement with PFM Financial
  - n. City Hall/Community Room and Fire Department Project updates

#### 7. Business Items

- a. Resolution 2023-103 Lakeside Fellowship Church Site Plan Amendment
- b. Resolution 2023-104 Big Creek Ridge Preliminary Plat
- c. Soil Quality Restoration Project RFP
- d. Third Reading of Ordinance 2023-9300 amending Chapter 57 Dangerous and Vicious Animals
- e. Snyder & Associates June 2023 Engineering Services invoice in the amount of \$47,505.25

#### 8. Reports & Particulars

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

- 9. Closed Session under Code of Iowa; Chapter 21 Official Meetings open to Public; section 5 Closed Session; sub paragraph 1.j To discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. The minutes and the audio recording of a session closed under this paragraph shall be available for public examination when the transaction discussed is completed
- 10. (Optional) Take action on closed session item

#### 11. Adjournment

--next meeting date September 11, 2023

# MEETING MINUTES The City of Polk City City Council Meeting 6:00 p.m. August 14, 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., August 14, 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, Vogel, Anderson | In attendance
- MOTION: A motion was made by Walters and seconded by Dvorak to approve the agenda MOTION CARRIED UNANIMOUSLY
- 4. Public Comments | None
- 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
  - 1. 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

**MOTION:** A motion was made by Vogel and seconded by Sarchet to approve the consent agenda items **MOTION CARRIED UNANIMOUSLY** 

#### 6. Business Items

a. *MOTION:* A motion was made by Anderson and seconded by Dvorak to approve Resolution 2023-98 authorizing the purchase of certain real estate

**MOTION CARRIED UNANIMOUSLY** 

b. *MOTION:* A motion was made by Dvorak and seconded by Vogel to amend Engineering Services Agreement with Snyder & Associates for the Northside Drive and HTT to Neal Smith Trail Phase 1 Project in the amount of \$44,375 to include services to design and bid a roundabout, instead of the previously proposed intersection realignment and reconfiguration

YES: Vogel, Anderson, Dvorak

NO: Sarchet ABSTAIN: Walters MOTION CARRIED

- c. MOTION: A motion was made by Anderson and seconded by Sarchet to approve the Second Reading of Ordinance 2023-9300 amending Chapter 57 Dangerous and Vicious Animals MOTION CARRIED UNANIMOUSLY
- 7. Reports & Particulars | Mayor, Council, City Manager, Staff, Boards, and/or Commissions
  - Council Member Sarchet asked the Council to revisit UTV usage.
  - Council Member Vogel asked to add electric scooter use to the conversation of UTV use, or at least promote safety.
  - Mayor Karsjen read a letter received from a RAGVRAI rider from Denver Colorado sharing how much he and his fellow riders enjoyed the stop in Polk City.
  - Travis Thornburg, City Engineer with Snyder & Associates said he rode RAGBRAI the day through Polk City and heard several rider groups say Polk City was the highlight of the week to that point.
- 8. Adjournment

*MOTION*: A motion was made by Anderson and seconded by Vogel to adjourn at 6:30 pm. *MOTION CARRIED UNANIMOUSLY* 

ext Meeting Date -August 28, 2023	
	Steve Karsjen, Mayor
Attest	
Jenny Coffin, City Clerk	

# MEETING MINUTES The City of Polk City Work Session 5:00 p.m., Monday, August 14, 2023 City Hall Council Chambers

A Council Work Session was held on August 14, 2023 at 5:00 p.m. at the City Hall Council Chambers in Polk City, Iowa.

Mayor and City Council Members Present:	Staff Members Present:
Steve Karsjen   Mayor	Chelsea Huisman   City Manager
Rob Sarchet   Pro Tem	Jenny Coffin   City Clerk/Treasurer
Jeff Walters   City Council Member	Mike Schulte   Public Works Director
Dave Dvorak   City Council Member	Jeremy Siepker   Police Chief
Mandy Vogel   City Council Member	Karla Hogrefe   Fire Chief
Ron Anderson   City Council Member	Jamie Noack   Library Director

#### **Minutes**

City Manager Huisman reviewed the City's existing Long-Term debt and future borrowing capacity.

Huisman reviewed the Capital Projects in the currently approved Capital Improvement Plan (CIP) and discussed the next steps to amend the current CIP and start the process for creating a new CIP for future projects in fiscal years 2026-2030. The Regional Park Project was discussed including grading as part of the Water Tower Project and best next steps for funding purposes.

Motion was made by Anderson and seconded by Motion carried Unanimously.	vogel to Adjourn at 5:52 p.m.	
Attest	Steve Karsjen, Mayor	
Jenny Coffin, City Clerk		

#### **MEETING MINUTES**

#### The City of Polk City

### Planning and Zoning Commission 6:00 p.m., Monday, August 21, 2023

Polk City, Planning and Zoning Commission (P&Z) held a meeting at 6:00 p.m., on August 21, 2023, in City Hall Council Chambers.

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 | Acting Chair Sires called the meeting to order at 6:00 p.m.
- 2. Roll Call | Hankins, Bowersox, Vogel, Ohlfest, Pringnitz, Sires | In attendance Vogel, Triplett | Absent

#### 3. Approval of Agenda

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

MOTION CARRIED UNANIMOUSLY

#### 4. Approval of Meeting Minutes

**MOTION:** A motion was made by Bowersox and seconded by Ohlfest to approve P&Z Commission Meeting Minutes for June 19, 2023.

Sires passed due to absence

**MOTION CARRIED** 

#### 5. Lakeside Fellowship Church Site Plan Amendment

- a) Paster Trevor Meers with Lakeside Church discussed the importance of the project for the church. Jordan Collins, Studio Melee Architect reviewed the project details.
- b) Travis Thornburgh, City Engineer provided a report and asked for commission to review the screening and provide a recommendation.
- c) No one was present to make a public comment.

**MOTION:** A motion was made by Hankins and seconded by Pringnitz to recommend to the City Council to approve the Site Plan for Lakeside Fellowship Church subject to Engineering and Staff comments dated August 16, 2023 with adjustments to the screening to extend the acrylic screen farther west so that it ties into the existing structure and when Phase 3 addition is constructed, the acrylic screen could be extended to the east to tie into that future structure.

MOTION CARRIED UNAMIOUSLY

#### 6. Big Creek Ridge Preliminary Plat

- a) Dean Roghair, PE with Civil Design Advantage reviewed the proposed Plat. Plat Owner, Eric Grubb discussed the details regarding larger lots to preserve the majority of the trees and pushing back the set backs farther to give the lots a more estate like feel.
- b) Travis Thornburgh, City Engineer provided a report and recommended approval subject to a signed Development Agreement covering future Northside Drive Development.
- c) No one was present to make a public comment.

**MOTION:** A motion was made by Hankins and seconded by Pringnitz to recommend to the City Council to approve the Preliminary Plat for Big Creek Ridge including approval of extended block length subject to Engineering and Staff comments dated August 16, 2023, and subject to a signed Development Agreement regarding future development of Northside Drive.

MOTION CARRIED UNAMIOUSLY

#### 7. Reports & Particulars

• Council Member Dvorak said lots of exciting Capital Improvement items are moving forward in 2024.

- Commission Member Hankins inquired about sidewalk gaps and how they would be connected in the
  future. Hankins questioned Access Management Plans for specific roads to clarify terms of future city
  annexation areas.
- Commission members asked for an update on previously approved projects, and staff provided information regarding Ace Hardware, Leonard Senior Living, On With Life and the HyVee Site Plan.

#### 5. Adjournment

**MOTION:** A motion was made by Bowersox and seconded by Ohlfest to adjourn at 6:49 p.m. **MOTION CARRIED UNANIMOUSLY** *Next Meeting Date* – Monday September 18, 2023

Attest:			
Jenny Coffin - City Clerk			

	CLAIMS REPORT		
CITY OF POLK CITY			8/28/2023
ACCUJET LLC	LOCATES	\$	2,066.08
ACTION REPROGRAPHICS	PATCH FOR GATOR	\$	53.24
Amazon	SUPPLIES	\$	491.05
AMERICAN HOME SERVICES	AC CHECK	\$	800.00
ARNOLD MOTOR SUPPLY	VEHICLE PARTS & SUPPLIES	\$	5.99
AVESIS	CITY VISION INS	\$	328.23
AXON ENTERPRISE INC	TASER CARTS	\$	1,207.85
BAKER & TAYLOR	LIBRARY BOOKS	\$	406.67
BOMGAARS	MONTHLY CREDIT ACCT	\$	745.69
Bound Tree Medical	MEDICAL SUPPLIES PUBLICATIONS	\$	209.73
BUSINESS PUBLICATIONS CORP CANINE TACTICAL	K9 TRAINING	\$ \$	196.66
CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	\$	250.00 476.94
CHELSEA HUISMAN	METRO MNGR LUNCH REIMB	\$	10.00
CHR TIRE AND AUTO	REPAIR 208	\$	719.10
CITY LAUNDERING	FIRST AID STOCK SHOP	\$	444.19
CITY OF POLK CITY	UB ASSISTANCE 2592002	\$	440.42
CRAIG GARRISON	ACADEMY PER DIEM	\$	255.71
CURTIS REES	VACANT LOT TREE REMOVAL	\$	1,400.00
D & K PRODUCTS	ROUND UP	\$	998.50
HAWKEYE TRUCK EQUIPMENT	HAWKEYE CC	\$	5,500.00
I-80 CONCRETE	202 S 2ND	\$	4,185.00
I.C.A.P.	CHANGES	\$	41.00
IOWA LEAD & ASBESTOS SAFETY	TESTING 306 S 3 & 305 W CHURCH	\$	2,400.00
Iowa Prison Industries	GARRISON CLASS A	\$	230.00
IOWA SOUND	RAGBRAI STAGE	\$	1,250.00
JANET MYERS	REFUND	\$	18.00
JP PARTY RENTALS	FALL FEST INFLATABLES	\$	2,005.00
KANSAS CITY LIFE INS. CO	CITY LIFE INS	\$	1,196.61
MARTIN MARIETTA AGGREGATES	ROCK	\$	1,460.91
METRO WASTE AUTHORITY	JULY 2023 RATE INCREASE	\$	1,589.98
MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$	5,610.36
MIDLAND POWER CO-OP	STREET LIGHTING	\$	1,324.31
MOODY'S INVESTOR SERVICE	BOND RATING	\$	10,000.00
NELSON AUTOMOTIVE	REPAIR PARTS	\$	2,419.68
ONESOURCE	BACKGROUND CHECK	\$	42.00
PCC AMBULANCE BILLING	MARCH AMB BILLING	\$	1,218.17
POMP'S	REPAIR	\$	91.75
PORTABLE PRO, INC. POSTMASTER	PARK AMMENITIES PO BOX 381 RENEWAL	\$ \$	450.00 138.00
RANGEMASTERS TRAINING CENTER	RANGE TRAINING	\$	16.50
Sandry Fire Supply L.L.C.	VOYHEK GEAR WARRANTY	\$	22.65
SIMMERING-CORY INC.	IOWA CODIFICAITON	\$	513.00
STATE LIBRARY OF IOWA	ICAT EXPRESS	\$	71.00
TD SYNNEX CAPITAL LLC	GETAC PYMT 2	\$	19,147.28
TERRACON CONSULTANTS INC	CITY HALL PROJECT	\$	4,580.50
TRIPLE T ENTERPRISES INC.	BADGE STICKERS	\$	497.95
VERIZON WIRELESS	PHONE AND DATA PLAN	\$	369.05
WELLMARK BLUE CROSS BLUE SHEIL	CITY HEALTH INS	\$	30,707.11
Accounts Payable Total		\$	110,031.94
GENERAL			40,197.46
ROAD USE	1		11,142.72
L.M.I			440.42
CITY FACILITIES TOTAL	1	+	17,021.50
CAPITAL EQUIPMENT/VEHICLE			19,147.28
WATER		+	6,954.34
SEWER	1	+	9,309.78
SOLID WASTE/RECYCLING		+	5,818.44
TOTAL FUNDS			110,031.94
10 METORDS			110,031.34



### Monthly Finance Report July 2023

**Prepared By:** 

Jenny Coffin
City Clerk/Treasurer

GLRPTGRP 8/11/23 11:05 CITY OF POLK CITY
TREASURER'S REPORT
CALENDAR 7/2023, FISCAL 1/2024
LAST REPORT Page 1 OPER: JEC

		LAST REPORT	/2023, FISCAL I	/ 2024	CHANGE IN	ENDING
ACCOUN		END BALANCE	RECEIVED	DISBURSED	LIABILILTY	BALANCE
001	GENERAL	3,959,371.36	98,591.98	440,547.43	4,157.39-	3,613,258.52
110	ROAD USE	488,167.88	62,294.90	47,141.69	927.66-	502,393.43
111	I-JOBS	.00	.00	.00	.00	.00
121	LOCAL OPTION SALES TAX	1,409,096.01	82,824.66	.00	.00	1,491,920.67
125	TIF	252,583.98	496.91	.00	.00	253,080.89
135	L.M.I	1,265,248.92	49,900.59	3,308.93	.00	1,311,840.58
167	PC COMM. LIB TRUST	11,789.34	.00	.00	.00	11,789.34
177	ASSET FORFEITURE	18,716.81	.00	.00	.00	18,716.81
200	DEBT SERVICE	42,121.77	'- 1,746.31	.00	.00	40,375.46-
301	CITY FACILITIES TOTAL	4,092,768.38	1,908,180.05	149,319.97	.00	5,851,628.46
302	CAPITAL WATER PROJECT	711,967.60	.00	35,150.00	.00	676,817.60
303	CAPITAL EQUIPMENT/VEHIO	124,363.81	210,542.50	137,534.12	.00	197,372.19
304	FOUR SEASONS PUB IMPROV	32,992.00	.00	.00	.00	32,992.00
305	NORTHSIDE DRIVE PROJECT	.00	1,125,000.00	.00	.00	1,125,000.00
306	TRAIL PROJECTS	.00	275,000.00	.00	.00	275,000.00
307	STREET PROJECTS	.00	250,000.00	.00	.00	250,000.00
600	WATER	1,456,674.72	247,167.99	181,978.02	1,086.53-	1,520,778.16
610	SEWER	1,423,940.14	179,751.02	254,147.26	983.01-	1,348,560.89
670	SOLID WASTE/RECYCLING	50,962.00	34,402.96	9,229.66	.00	76,135.30
740	STORM WATER UTILITY	183,749.02	8,366.73	390.28	.00	191,725.47
920	ESCROW	.00	.00	.00	.00	.00
	Report Total	15,440,270.20	4,534,266.60	1,258,747.36	7,154.59-	18,708,634.85

### BANK CASH REPORT 2023

Grinnell State Bank BK#1    Crinnell State Bank BK#1   Crinnell State Bank BK#1	13,995,701.82
CHECKING - GENERAL   211,357.70-   99,231.55   445,536.07   557,662.22-   135,039.01	13,995,701.8
001 CHECKING - GENERAL 211,357.70- 99,231.55 445,536.07 557,662.22- 135,039.01 110 CHECKING - ROAD USE 488,167.88 62,294.90 48,069.35 502,393.43 14,623.80 111 CHECKING - I-JOBS 0.00 0.00 0.00 0.00 0.00 0.00 112 CHECKING - EMPLOYEE BENEFIT 0.000 0.00 0.00 0.00 0.00 0.00 121 CHECKING - LOCAL OPTION 1,409,096.01 82,824.66 0.00 1,491,920.67 125 CHECKING - IJI 252,583.98 496.91 0.00 233,080.89 592,797.72 135 CHECKING - LIN.I. 546,260.66 49,900.59 3,308.93 592,797.72 1367 CHECKING - PC COMM. LIB TRUST 11,789.34 0.00 0.00 11,789.34 127 CHECKING - DEBT SERVICE 42,121.77- 1,746.31 0.00 4.0375.46- 120.00 11,749.00 11,7	, .
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111 CHECKING - I-JOBS	
12 CHECKING - EMPLOYEE BENEFIT	
21 CHECKING - LOCAL OPTION	
25 CHECKING - TIF 252,583.98 496.91 0.00 253,080.89 35 CHECKING - L.M.I. 546,206.06 49,900.59 3,308.93 592,797.72 67 CHECKING - PC COMM. LIB TRUST 11,789.34 0.00 0.00 11,789.34 77 CHECKING - FORFEITURE 18,716.81 0.00 0.00 18,716.81 00 CHECKING - DEBT SERVICE 42,121.77- 1,746.31 0.00 40,375.46- 01 CHECKING - CAPITAL PROJECT 4,092,768.38 1,908,320.03 149,459.95 5,851,628.46 59,547.96 02 CHECKING - CAPITAL WATER PROJ 711,967.60 0.00 35,150.00 676,817.60 03 CHECKING - CAP EQUIP/VEHICLE 124,363.81 210,542.50 137,534.12 197,372.19 98,889.00 04 CHECKING 32,992.00 0.00 0.00 32,992.00 05 CHECKING 0.00 1,125,000.00 0.00 32,992.00 06 CHECKING 0.00 275,000.00 0.00 275,000.00 07 CHECKING 0.00 275,000.00 0.00 275,000.00 08 CHECKING 0.00 275,000.00 0.00 250,000.00 09 CHECKING - WATER UTILITY 1,456,673.72 256,912.59 192,809.15 1,520,777.16 27,259.45 10 CHECKING - SEWER UTILITY 1,423,939.14 187,105.53 262,484.78 1,348,559.89 173,671.03 170 CHECKING - SEWER UTILITY 1,423,939.14 187,105.53 262,484.78 1,348,559.89 173,671.03 170 CHECKING - SEWER UTILITY 1,423,939.14 187,105.53 262,484.78 1,348,559.89 173,671.03 170 CHECKING - SEWER UTILITY 1,423,939.14 187,105.53 262,484.78 1,348,559.89 173,671.03 170 CHECKING - SEWER UTILITY 1,423,939.14 187,105.53 262,484.78 1,348,559.89 173,671.03 170 CHECKING - SEWER UTILITY 1,423,939.14 187,105.53 262,484.78 1,348,559.89 173,671.03 170 CHECKING - SEWER UTILITY 1,423,939.14 187,105.53 262,484.78 1,348,559.89 173,671.03 170 CHECKING - SEWER UTILITY 1,423,939.14 187,105.53 262,484.78 1,348,559.89 173,671.03 170 CHECKING - SOLOW BANK ACCOUNT PENDING CREDIT-CARD DEPOSITS  338,593.82  DEPOSITS 338,593.82  Grinnell State Bank TOTALS 10,550,496.28 4,552,440.80 1,284,267.83 13,818,669.25 177,171.91	
35 CHECKING - L.M.I. 544,206.06 49,900.59 3,308.93 592,797.72 67 CHECKING - PC COMM. LIB TRUST 11,789.34 0.00 0.00 11,789.34  77 CHECKING - FORFEITURE 18,716.81 0.00 0.00 18,716.81  00 CHECKING - DEBT SERVICE 42,121.77 1,746.31 0.00 40,375.46- 01 CHECKING - CAPITAL PROJECT 4,092,768.38 1,908,320.03 149,459.95 5,851,628.46 59,547.96  02 CHECKING - CAPITAL WATER PROJ 711,967.60 0.00 35,150.00 676,817.60  03 CHECKING - CAP EQUIP/VEHICLE 124,363.81 210,542.50 137,534.12 197,372.19 98,889.00  04 CHECKING 32,992.00 0.00 0.00 32,992.00  05 CHECKING 0.00 1,125,000.00 0.00 32,992.00  06 CHECKING 0.00 275,000.00 0.00 275,000.00  07 CHECKING 0.00 275,000.00 0.00 275,000.00  08 CHECKING 0.00 250,000.00 0.00 275,000.00  09 CHECKING 0.00 250,000.00 0.00 250,000.00  00 CHECKING - SEWER UTILITY 1,456,673.72 256,912.59 192,809.15 1,520,777.16 27,259.45  10 CHECKING - SEWER UTILITY 1,423,939.14 187,105.53 262,484.78 1,348,559.89 173,671.03  70 CHECKING - SEWER UTILITY 1,423,939.14 187,105.53 262,484.78 1,348,559.89 173,671.03  70 CHECKING - SEWER UTILITY 1,423,939.14 187,105.53 262,484.78 1,348,559.89 173,671.03  70 CHECKING - SENGN BANK ACCOUNT 0.00 0.00 0.00 0.00 0.00  PENDING CREDIT-CARD DEPOSITS 0.00 0.00 0.00 0.00 0.00 0.00 0.00  CHECKING - SECROW BANK ACCOUNT 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	
67 CHECKING - PC COMM. LIB TRUST 11,789.34 0.00 0.00 11,789.34   77 CHECKING - FORFEITURE 18,716.81 0.00 0.00 18,716.81   00 CHECKING - DEBT SERVICE 42,121.77 1,746.31 0.00 40,375.46-  01 CHECKING - CAPITAL PROJECT 4,092,768.38 1,908,320.03 149,459.95 5,851,628.46 59,547.96   02 CHECKING - CAPITAL WATER PROJ 711,967.60 0.00 35,150.00 676,817.60   03 CHECKING - CAP EQUIP/VEHICLE 124,363.81 210,542.50 137,534.12 197,372.19 98,889.00   04 CHECKING 32,992.00 0.00 0.00 32,992.00   05 CHECKING 0.00 1,125,000.00 0.00 32,992.00   06 CHECKING 0.00 275,000.00 0.00 275,000.00   07 CHECKING 0.00 275,000.00 0.00 275,000.00   08 CHECKING 0.00 275,000.00 0.00 275,000.00   09 CHECKING 0.00 275,000.00 0.00 250,000.00   00 CHECKING 0.00 275,000.00 0.00 250,000.00   00 CHECKING 0.00 34,637.13 9,463.83 76,135.30 9,229.66   04 CHECKING - SEWER UTILITY 1,423,939.14 187,105.53 262,484.78 1,348,559.89 173,671.03   07 CHECKING - SEWER UTILITY 1,423,939.14 187,105.53 262,484.78 1,348,559.89 173,671.03   07 CHECKING - SENGW BANK ACCOUNT   08 CHECKING - SECROW BANK ACCOUNT   09 CHECKING - SECROW BANK ACCOUNT   00 CHECKING - SECROW BANK ACCOUNT   00 0 0.00 0.00 0.00 0.00   00 0.00	
CHECKING - FORFEITURE  OCHECKING - DEBT SERVICE  CHECKING - DEBT SERVICE  CHECKING - CAPITAL PROJECT  CHECKING - CAPITAL PROJECT  CHECKING - CAPITAL WATER PROJ  CHECKING - CAPITAL WATER PROJ  CHECKING - CAPITAL WATER PROJ  CHECKING - CAP EQUIP/VEHICLE  124,363.81  1,908,320.03  149,459.95  5,851,628.46  59,547.96  CHECKING - CAP EQUIP/VEHICLE  124,363.81  120,542.50  137,534.12  197,372.19  98,889.00  CHECKING  C	
OD CHECKING - DEBT SERVICE	
O1 CHECKING - CAPITAL PROJECT O2 CHECKING - CAPITAL WATER PROJ O3 CHECKING - CAP EQUIP/VEHICLE O4 CHECKING O5 CHECKING O5 CHECKING O6 CHECKING O7 CHEC	
CHECKING - CAPITAL WATER PROJ 711,967.60 0.00 35,150.00 676,817.60 0.00 CHECKING - CAP EQUIP/VEHICLE 124,363.81 210,542.50 137,534.12 197,372.19 98,889.00 0.00 CHECKING 32,992.00 0.00 0.00 32,992.00 0.00 0.00 32,992.00 0.00 0.00 32,992.00 0.00 0.00 0.00 1,125,000.00 0.00 0.00 275,000.00 0.00 0.00 0.00 0.00 0.00 0.00 0	
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05 CHECKING 06 CHECKING 07 CHECKING 08 O.00 275,000.00 08 O.00 275,000.00 09 O.00 275,000.00 09 O.00 250,000.00 09 O.00 250,000.00 00 CHECKING - WATER UTILITY 1,456,673.72 256,912.59 192,809.15 1,520,777.16 27,259.45 10 CHECKING - SEWER UTILITY 1,423,939.14 187,105.53 262,484.78 1,348,559.89 173,671.03 270 CHECKING-SOLID WASTE/RECYCLING 50,962.00 183,749.02 183,749.03 192,809.15 1,520,777.16 173,751.03 173,671.03 1	
06 CHECKING 0.00 275,000.00 07 CHECKING 0.00 250,000.00 08 250,000.00 09 250,000.00 09 250,000.00 09 250,000.00 09 250,000.00 00 CHECKING WATER UTILITY 1,456,673.72 256,912.59 192,809.15 1,520,777.16 27,259.45 10 CHECKING SEWER UTILITY 1,423,939.14 187,105.53 262,484.78 1,348,559.89 173,671.03 270 CHECKING-SOLID WASTE/RECYCLING 50,962.00 34,637.13 9,463.83 76,135.30 9,229.66 275,000.00 275,000	
07 CHECKING 0.00 250,000.00 0.00 250,000.00 00 CHECKING - WATER UTILITY 1,456,673.72 256,912.59 192,809.15 1,520,777.16 27,259.45 10 CHECKING - SEWER UTILITY 1,423,939.14 187,105.53 262,484.78 1,348,559.89 173,671.03 70 CHECKING-SOLID WASTE/RECYCLING 50,962.00 34,637.13 9,463.83 76,135.30 9,229.66 40 CHECKING 183,749.02 8,428.10 451.65 191,725.47 20 CHECKING - ESCROW BANK ACCOUNT 0.00 0.00 0.00 0.00 PENDING CREDIT-CARD DEPOSITS 338,593.82 DEPOSITS 3389.69 WITHDRAWALS 3389.69 Crinnell State Bank TOTALS 10,550,496.28 4,552,440.80 1,284,267.83 13,818,669.25 177,171.91	
00 CHECKING - WATER UTILITY 1,456,673.72 256,912.59 192,809.15 1,520,777.16 27,259.45 10 CHECKING - SEWER UTILITY 1,423,939.14 187,105.53 262,484.78 1,348,559.89 173,671.03 70 CHECKING-SOLID WASTE/RECYCLING 50,962.00 34,637.13 9,463.83 76,135.30 9,229.66 40 CHECKING 183,749.02 8,428.10 451.65 191,725.47 20 CHECKING - ESCROW BANK ACCOUNT 0.00 0.00 0.00 0.00 PENDING CREDIT-CARD DEPOSITS 338,593.82 DEPOSITS 338,593.82 DEPOSITS 338,593.82 Grinnell State Bank TOTALS 10,550,496.28 4,552,440.80 1,284,267.83 13,818,669.25 177,171.91	
10 CHECKING - SEWER UTILITY 1,423,939.14 187,105.53 262,484.78 1,348,559.89 173,671.03 170 CHECKING-SOLID WASTE/RECYCLING 50,962.00 34,637.13 9,463.83 76,135.30 9,229.66 183,749.02 8,428.10 451.65 191,725.47 180 CHECKING - ESCROW BANK ACCOUNT 0.00 0.00 0.00 0.00 180 PENDING CREDIT-CARD DEPOSITS 338,593.82 DEPOSITS 3,389.69 WITHDRAWALS 3,389.69 WITHDRAWALS 4,552,440.80 1,284,267.83 13,818,669.25 177,171.91	
70 CHECKING-SOLID WASTE/RECYCLING 50,962.00 34,637.13 9,463.83 76,135.30 9,229.66 40 CHECKING 183,749.02 8,428.10 451.65 191,725.47 20 CHECKING - ESCROW BANK ACCOUNT 0.00 0.00 0.00 0.00 PENDING CREDIT-CARD DEPOSITS 338,593.82 DEPOSITS 33,89.69 WITHDRAWALS 895.51  Grinnell State Bank TOTALS 10,550,496.28 4,552,440.80 1,284,267.83 13,818,669.25 177,171.91	
40 CHECKING 183,749.02 8,428.10 451.65 191,725.47 20 CHECKING - ESCROW BANK ACCOUNT 0.00 0.00 0.00 0.00 PENDING CREDIT-CARD DEPOSITS 338,593.82 DEPOSITS 3,389.69 WITHDRAWALS 895.51 Grinnell State Bank TOTALS 10,550,496.28 4,552,440.80 1,284,267.83 13,818,669.25 177,171.91	
40 CHECKING 183,749.02 8,428.10 451.65 191,725.47 20 CHECKING - ESCROW BANK ACCOUNT 0.00 0.00 0.00 0.00 PENDING CREDIT-CARD DEPOSITS 338,593.82 DEPOSITS 3,389.69 WITHDRAWALS 895.51 Grinnell State Bank TOTALS 10,550,496.28 4,552,440.80 1,284,267.83 13,818,669.25 177,171.91	
20 CHECKING - ESCROW BANK ACCOUNT 0.00 0.00 0.00 0.00 338,593.82 DEPOSITS 3,389.69 WITHDRAWALS 895.51  Grinnell State Bank TOTALS 10,550,496.28 4,552,440.80 1,284,267.83 13,818,669.25 177,171.91	
PENDING CREDIT-CARD DEPOSITS  DEPOSITS  WITHDRAWALS  Grinnell State Bank TOTALS  10,550,496.28 4,552,440.80 1,284,267.83 13,818,669.25 177,171.91	
Grinnell State Bank TOTALS 10,550,496.28 4,552,440.80 1,284,267.83 13,818,669.25 177,171.91	
2/2024 Transaction cleared on statement was entered in a future period	13,995,841.10
	16,800.3
7/31/2023 Calculated Statement Balance	14,012,502.13
LUANA SAV. BK MM BK#2	
ANK LUANA SAV. BK MM BK#2	79,235.94
001 Luana Savings Bank - M.M. Acco 639,984.94- 179.02 0.00 639,805.92-	
35 Luana Money Market Account 719,041.86 0.00 0.00 719,041.86	
LUANA SAV. BK MM TOTALS 79,056.92 179.02 0.00 79,235.94 0.00	79,235.94
	•
GRINNELL STATE BK- C.D. BK#3	
BANK GRINNELL STATE BK- C.D. BK#3	1,550,000.00
01 GRINNELL STATE BANK CD 1,550,000.00 0.00 0.00 1,550,000.00	-
GRINNELL STATE BK- C.D. TOTALS 1,550,000.00 0.00 1,550,000.00 0.00	

#### CASH REPORT Page 2

DANN	CASH	KEPUK	ı
	202	3	

BANK NAME GL NAME		JUNE CASH BALANCE	JULY RECEIPTS	JULY DISBURSMENTS	JULY CASH BALANCE	OUTSTANDING TRANSACTIONS	JUL BANK Balance
GRINNELL STATE BK-MM	BK#4						
GRINNELL STATE BK-MM SUPER MONEY MKT II	BK#4	10,278.00	12.66	0.00	10,290.66		10,290.66
GRINNELL STATE BK-MM TO	TALS	10,278.00	12.66	0.00	10,290.66	0.00	10,290.66
LUANA SAVINGS BANK CD	BK#6						
LUANA SAVINGS BANK CD LUANA BANK C.D1.85%	BK#6	3,250,000.00	0.00	0.00	3,250,000.00		3,250,000.00
LUANA SAVINGS BANK CD TO	OTALS	3,250,000.00	0.00	0.00	3,250,000.00	0.00	3,250,000.00
TOTAL OF ALL BANKS	======	======================================	=========== 4,552,632.48	1,284,267.83	 18,708,195.85	 177,171.91	 18,885,367.76
	GL NAME  GRINNELL STATE BK-MM  GRINNELL STATE BK-MM SUPER MONEY MKT II  GRINNELL STATE BK-MM TO  LUANA SAVINGS BANK CD  LUANA SAVINGS BANK CD LUANA BANK C.D1.85%  LUANA SAVINGS BANK CD TO	GRINNELL STATE BK-MM BK#4  GRINNELL STATE BK-MM BK#4  SUPER MONEY MKT II  GRINNELL STATE BK-MM TOTALS  LUANA SAVINGS BANK CD BK#6  LUANA SAVINGS BANK CD BK#6  LUANA SAVINGS BANK CD TOTALS	GRINNELL STATE BK-MM BK#4  GRINNELL STATE BK-MM BK#4  SUPER MONEY MKT II 10,278.00  GRINNELL STATE BK-MM TOTALS 10,278.00  LUANA SAVINGS BANK CD BK#6  LUANA SAVINGS BANK CD BK#6  LUANA SAVINGS BANK CD BK#6  LUANA SAVINGS BANK CD TOTALS 3,250,000.00  LUANA SAVINGS BANK CD TOTALS 3,250,000.00	GRINNELL STATE BK-MM BK#4  GRINNELL STATE BK-MM BK#4  SUPER MONEY MKT II 10,278.00 12.66  GRINNELL STATE BK-MM TOTALS 10,278.00 12.66  LUANA SAVINGS BANK CD BK#6  LUANA SAVINGS BANK CD BK#6  LUANA SAVINGS BANK CD BK#6  LUANA SAVINGS BANK CD TOTALS 3,250,000.00 0.00  LUANA SAVINGS BANK CD TOTALS 3,250,000.00 0.00	GRINNELL STATE BK-MM	GRINNELL STATE BK-MM BK#4  GRINNELL STATE BK-MM BK#4  SUPER MONEY MKT II 10,278.00 12.66 0.00 10,290.66  GRINNELL STATE BK-MM TOTALS 10,278.00 12.66 0.00 10,290.66  LUANA SAVINGS BANK CD BK#6  LUANA SAVINGS BANK CD BK#6  LUANA SAVINGS BANK CD TOTALS 3,250,000.00 0.00 0.00 3,250,000.00  LUANA SAVINGS BANK CD TOTALS 3,250,000.00 0.00 0.00 3,250,000.00	CASH BALANCE   RECEIPTS   DISBURSMENTS   CASH BALANCE   TRANSACTIONS

BKCASHRP 08.22.22 City of Polk City IA OPER: JEC

BUDGET REPORT CALENDAR 7/2023, FISCAL 1/2024 PCT OF FISCAL YTD 8.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD Balance	YTD Balance	PERCENT Expended	UNEXPENDED
	GENERAL TOTAL	4,527,650.00	440,547.43	440,547.43	9.73	4,087,102.57
	ROAD USE TOTAL	710,450.00	47,141.69	47,141.69	6.64	663,308.31
	LOCAL OPTION SALES TAX TOTAL	950,000.00	.00	.00	.00	950,000.00
	TIF TOTAL	790,583.00	.00	.00	.00	790,583.00
	L.M.I TOTAL	60,000.00	3,308.93	3,308.93	5.51	56,691.07
	DEBT SERVICE TOTAL	1,160,070.00	.00	.00	.00	1,160,070.00
	CITY FACILITIES TOTAL TOTAL	5,950,500.00	149,319.97	149,319.97	2.51	5,801,180.03
	CAPITAL WATER PROJECT TOTAL	8,184,000.00	35,150.00	35,150.00	.43	8,148,850.00
	CAPITAL EQUIPMENT/VEHICLE TOTA	369,100.00	137,534.12	137,534.12	37.26	231,565.88
	NORTHSIDE DRIVE PROJECT TOTAL	2,018,000.00	.00	.00	.00	2,018,000.00
	TRAIL PROJECTS TOTAL	275,000.00	.00	.00	.00	275,000.00
	STREET PROJECTS TOTAL	250,000.00	.00	.00	.00	250,000.00
	WATER TOTAL	1,733,695.00	181,978.02	181,978.02	10.50	1,551,716.98
	SEWER TOTAL	1,857,493.00	254,147.26	254,147.26	13.68	1,603,345.74
	SOLID WASTE/RECYCLING TOTAL	416,000.00	9,229.66	9,229.66	2.22	406,770.34
	STORM WATER UTILITY TOTAL	230,000.00	390.28	390.28	.17	229,609.72
	TOTAL EXPENSES BY FUND	29,482,541.00 ======	1,258,747.36	1,258,747.36	4.27	28,223,793.64

### BUDGET REPORT CALENDAR 7/2023, FISCAL 1/2024

PCT OF FISCAL YTD 8.3%

POLICE TOTAL CIVIL DEFENSE TOTAL FIRE TOTAL BUILDING/HOUSING TOTAL DOG CONTROL TOTAL  PUBLIC SAFETY TOTAL  ROAD USE TOTAL STREET LIGHTING TOTAL  PUBLIC WORKS TOTAL  ENV.HEALTH SERVICES TO HEALTH & SOCIAL SERVICE  LIBRARY TOTAL PARKS TOTAL COMMUNITY CENTER TOTAL  CULTURE & RECREATION T  TIF/ECON DEV TOTAL  COMMUNITY & ECONOMIC D  MAYOR COUNCIL TOTAL POLICY ADMINISTRATION ELECTIONS TOTAL CITY ATTORNEY TOTAL CITY HALL TOTAL	DTAL	526,000.00 5,100.00 	126.84 113,661.17 33,114.83 2,804.00	126.84 113,661.17 33,114.83 2,804.00 	1.10 11.62 6.30 54.98  9.42 7.99 6.57	492,885.17 2,296.00 2,563,792.31 678,697.88 60,732.23
FIRE TOTAL BUILDING/HOUSING TOTAL DOG CONTROL TOTAL  PUBLIC SAFETY TOTAL  ROAD USE TOTAL STREET LIGHTING TOTAL  PUBLIC WORKS TOTAL  ENV.HEALTH SERVICES TO HEALTH & SOCIAL SERVICE  LIBRARY TOTAL PARKS TOTAL COMMUNITY CENTER TOTAL  CULTURE & RECREATION T  TIF/ECON DEV TOTAL  COMMUNITY & ECONOMIC D  MAYOR COUNCIL TOTAL POLICY ADMINISTRATION ELECTIONS TOTAL CITY ATTORNEY TOTAL	DTAL	978,350.00 526,000.00 5,100.00 	113,661.17 33,114.83 2,804.00 	113,661.17 33,114.83 2,804.00 	11.62 6.30 54.98  9.42 7.99 6.57	864,688.83 492,885.17 2,296.00 
BUILDING/HOUSING TOTAL DOG CONTROL TOTAL  PUBLIC SAFETY TOTAL  ROAD USE TOTAL STREET LIGHTING TOTAL  PUBLIC WORKS TOTAL  ENV.HEALTH SERVICES TO HEALTH & SOCIAL SERVICE  LIBRARY TOTAL PARKS TOTAL COMMUNITY CENTER TOTAL  CULTURE & RECREATION T  TIF/ECON DEV TOTAL  COMMUNITY & ECONOMIC D  MAYOR COUNCIL TOTAL POLICY ADMINISTRATION ELECTIONS TOTAL CITY ATTORNEY TOTAL	DTAL	526,000.00 5,100.00 	33,114.83 2,804.00 	33,114.83 2,804.00 	6.30 54.98  9.42 7.99 6.57	492,885.17 2,296.00 2,563,792.31 678,697.88 60,732.23
DOG CONTROL TOTAL  PUBLIC SAFETY TOTAL  ROAD USE TOTAL  STREET LIGHTING TOTAL  PUBLIC WORKS TOTAL  ENV.HEALTH SERVICES TO  HEALTH & SOCIAL SERVICE  LIBRARY TOTAL  PARKS TOTAL  COMMUNITY CENTER TOTAL  CULTURE & RECREATION T  TIF/ECON DEV TOTAL  COMMUNITY & ECONOMIC D  MAYOR COUNCIL TOTAL  POLICY ADMINISTRATION  ELECTIONS TOTAL  CITY ATTORNEY TOTAL	DTAL	737,650.00 65,000.00 	266,557.69 58,952.12 4,267.77	266,557.69 58,952.12 4,267.77	7.99 6.57	2,563,792.31 678,697.88 60,732.23
PUBLIC SAFETY TOTAL  ROAD USE TOTAL STREET LIGHTING TOTAL  PUBLIC WORKS TOTAL  ENV.HEALTH SERVICES TO  HEALTH & SOCIAL SERVIC  LIBRARY TOTAL PARKS TOTAL COMMUNITY CENTER TOTAL  CULTURE & RECREATION T  TIF/ECON DEV TOTAL  COMMUNITY & ECONOMIC D  MAYOR COUNCIL TOTAL POLICY ADMINISTRATION ELECTIONS TOTAL CITY ATTORNEY TOTAL	DTAL	737,650.00 65,000.00 	266,557.69 58,952.12 4,267.77	266,557.69 58,952.12 4,267.77	7.99 6.57	2,563,792.31 678,697.88 60,732.23
ROAD USE TOTAL STREET LIGHTING TOTAL  PUBLIC WORKS TOTAL  ENV.HEALTH SERVICES TO HEALTH & SOCIAL SERVICE  LIBRARY TOTAL PARKS TOTAL COMMUNITY CENTER TOTAL  CULTURE & RECREATION T  TIF/ECON DEV TOTAL  COMMUNITY & ECONOMIC D  MAYOR COUNCIL TOTAL POLICY ADMINISTRATION ELECTIONS TOTAL CITY ATTORNEY TOTAL	DTAL	737,650.00 65,000.00 	58,952.12 4,267.77	58,952.12 4,267.77	7.99 6.57	678,697.88 60,732.23
STREET LIGHTING TOTAL  PUBLIC WORKS TOTAL  ENV.HEALTH SERVICES TO  HEALTH & SOCIAL SERVICE  LIBRARY TOTAL PARKS TOTAL COMMUNITY CENTER TOTAL  CULTURE & RECREATION T  TIF/ECON DEV TOTAL  COMMUNITY & ECONOMIC D  MAYOR COUNCIL TOTAL POLICY ADMINISTRATION ELECTIONS TOTAL CITY ATTORNEY TOTAL	DTAL	802,650.00				
PUBLIC WORKS TOTAL  ENV.HEALTH SERVICES TO HEALTH & SOCIAL SERVICE  LIBRARY TOTAL PARKS TOTAL COMMUNITY CENTER TOTAL CULTURE & RECREATION TOTAL COMMUNITY & ECONOMIC DOMINITY & ECONOMIC DOMINISTRATION ELECTIONS TOTAL CITY ATTORNEY TOTAL	DTAL	802,650.00				
ENV.HEALTH SERVICES TO HEALTH & SOCIAL SERVICE LIBRARY TOTAL PARKS TOTAL COMMUNITY CENTER TOTAL CULTURE & RECREATION T TIF/ECON DEV TOTAL COMMUNITY & ECONOMIC D MAYOR COUNCIL TOTAL POLICY ADMINISTRATION ELECTIONS TOTAL CITY ATTORNEY TOTAL			63,219.89	63,219.89	7.88	739 430 11
HEALTH & SOCIAL SERVICE  LIBRARY TOTAL PARKS TOTAL COMMUNITY CENTER TOTAL  CULTURE & RECREATION T  TIF/ECON DEV TOTAL  COMMUNITY & ECONOMIC D  MAYOR COUNCIL TOTAL POLICY ADMINISTRATION ELECTIONS TOTAL CITY ATTORNEY TOTAL		2,000.00				133,430.11
LIBRARY TOTAL PARKS TOTAL COMMUNITY CENTER TOTAL CULTURE & RECREATION T TIF/ECON DEV TOTAL COMMUNITY & ECONOMIC D MAYOR COUNCIL TOTAL POLICY ADMINISTRATION ELECTIONS TOTAL CITY ATTORNEY TOTAL	ES TOTA	,	.00	.00	.00	2,000.00
PARKS TOTAL COMMUNITY CENTER TOTAL CULTURE & RECREATION T TIF/ECON DEV TOTAL COMMUNITY & ECONOMIC D MAYOR COUNCIL TOTAL POLICY ADMINISTRATION ELECTIONS TOTAL CITY ATTORNEY TOTAL	LJ IUIK	2,000.00	.00	.00	.00	2,000.00
PARKS TOTAL COMMUNITY CENTER TOTAL CULTURE & RECREATION T TIF/ECON DEV TOTAL COMMUNITY & ECONOMIC D MAYOR COUNCIL TOTAL POLICY ADMINISTRATION ELECTIONS TOTAL CITY ATTORNEY TOTAL		467 550 00	26 201 67	26 201 67	7 70	421 160 22
COMMUNITY CENTER TOTAL  CULTURE & RECREATION T  TIF/ECON DEV TOTAL  COMMUNITY & ECONOMIC D  MAYOR COUNCIL TOTAL POLICY ADMINISTRATION ELECTIONS TOTAL  CITY ATTORNEY TOTAL		407,330.00 425 000 00	36,381.67	50,501.07 62 970 72	7.78 15.03	431,168.33 361,120.27
TIF/ECON DEV TOTAL  COMMUNITY & ECONOMIC D  MAYOR COUNCIL TOTAL POLICY ADMINISTRATION ELECTIONS TOTAL CITY ATTORNEY TOTAL	L	.00	63,879.73 13,200.00	13,200.00		13,200.00-
COMMUNITY & ECONOMIC D  MAYOR COUNCIL TOTAL POLICY ADMINISTRATION ELECTIONS TOTAL CITY ATTORNEY TOTAL	ГОТАL	892,550.00	113,461.40	113,461.40	12.71	779,088.60
MAYOR COUNCIL TOTAL POLICY ADMINISTRATION ELECTIONS TOTAL CITY ATTORNEY TOTAL		602,241.00	3,308.93	3,308.93	.55	598,932.07
POLICY ADMINISTRATION ELECTIONS TOTAL CITY ATTORNEY TOTAL	DEV TOTA	602,241.00	3,308.93	3,308.93	.55	598,932.07
POLICY ADMINISTRATION ELECTIONS TOTAL CITY ATTORNEY TOTAL		137 000 00	C 702 0F	C 702 0F	F 20	120 200 05
ELECTIONS TOTAL CITY ATTORNEY TOTAL	TOTAL	127,000.00 175,350.00		6,703.95	5.28	120,296.05 163,733.96
CITY ATTORNEY TOTAL	IUIAL	1,000.00	.00	.00	.00	1,000.00
		65,500.00	6,840.00	6,840.00	10.44	58.660.00
CITI HALL IVIAL		87,700.00	13,890.15	13,890.15	15.84	73,809.85
OTHER CITY GOVERNMENT	TOTAL	164,000.00	5,400.00	5,400.00	3.29	158,600.00
GENERAL GOVERNMENT TOT	Γ <b>AL</b>	620,550.00	44,450.14	44,450.14	7.16	576,099.86
DEBT SERVICE TOTAL		1,160,070.00	.00	.00	.00	1,160,070.00
DEBT SERVICE TOTAL		1,160,070.00	.00	.00	.00	1,160,070.00
POLICE TOTAL		219,100.00	120,159.12	120,159.12	<b>ΕΛ 0</b> Λ	98,940.88
OTHER PUBLIC WORKS TOT	ΓΔΙ	150,000.00	140,133.14 17 375 NN	120,133.12 17 275 NN	J4.04 11 58	132,625.00
CAPITAL IMPROVEMENT TO		8,493,500.00	149.319.97	149.319.97	1.76	8,344,180.03
WATER UTILITY TOTAL	HAL	8,184,000.00	17,375.00 149,319.97 35,150.00	35,150.00	.43	8,148,850.00

PCT OF FISCAL YTD 8.3%

BUDGET REPORT CALENDAR 7/2023, FISCAL 1/2024

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL Budget	MTD Balance	YTD Balance	PERCENT Expended	UNEXPENDED
	CAPITAL PROJECTS TOTAL	17,046,600.00	322,004.09	322,004.09	1.89	16,724,595.91
	WATER UTILITY TOTAL SEWER UTILITY TOTAL RECYCLING TOTAL STORM WATER TOTAL	1,528,950.00 1,742,493.00 416,000.00 230,000.00	181,978.02 254,147.26 9,229.66 390.28	181,978.02 254,147.26 9,229.66 390.28	14.59	1,346,971.98 1,488,345.74 406,770.34 229,609.72
	ENTERPRISE FUNDS TOTAL	3,917,443.00	445,745.22	445,745.22	11.38	3,471,697.78
	TRANSFER TOTAL	1,608,087.00	.00	.00	.00	1,608,087.00
	TRANSFER OUT TOTAL	1,608,087.00	.00	.00	.00	1,608,087.00
	TOTAL EXPENSES	======================================	1,258,747.36	1,258,747.36	4.27	======================================

### REVENUE REPORT CALENDAR 7/2023, FISCAL 1/2024

PCT OF FISCAL YTD 8.3%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET	MTD Balance	YTD Balance	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	4,610,109.00	98,591.98	98,591.98	2.14	4,511,517.02
	ROAD USE TOTAL	720,590.00	62,294.90	62,294.90	8.64	658,295.10
	LOCAL OPTION SALES TAX TOTAL	950,000.00	82,824.66	82,824.66	8.72	867,175.34
	TIF TOTAL	787,632.00	496.91	496.91	.06	787,135.09
	L.M.I TOTAL	223,342.00	49,900.59	49,900.59	22.34	173,441.41
	DEBT SERVICE TOTAL	1,160,070.00	1,746.31	1,746.31	.15	1,158,323.69
	CITY FACILITIES TOTAL TOTAL	2,460,900.00	1,908,180.05	1,908,180.05	77.54	552,719.95
	CAPITAL WATER PROJECT TOTAL	6,510,000.00	.00	.00	.00	6,510,000.00
	CAPITAL EQUIPMENT/VEHICLE TOTA	329,100.00	210,542.50	210,542.50	63.98	118,557.50
	NORTHSIDE DRIVE PROJECT TOTAL	2,018,000.00	1,125,000.00	1,125,000.00	55.75	893,000.00
	TRAIL PROJECTS TOTAL	275,000.00	275,000.00	275,000.00	100.00	.00
	STREET PROJECTS TOTAL	250,000.00	250,000.00	250,000.00	100.00	.00
	WATER TOTAL	1,770,900.00	247,167.99	247,167.99	13.96	1,523,732.01

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### REVENUE REPORT CALENDAR 7/2023, FISCAL 1/2024

Page 2

PCT OF FISCAL YTD 8.3%

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ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET	MTD Balance	YTD Balance	PERCENT RECVD	UNCOLLECTED
	SEWER TOTAL	1,888,300.00	179,751.02	179,751.02	9.52	1,708,548.98
	SOLID WASTE/RECYCLING TOTAL	416,000.00	34,402.96	34,402.96	8.27	381,597.04
	STORM WATER UTILITY TOTAL	295,000.00	8,366.73	8,366.73	2.84	286,633.27
	TOTAL REVENUE BY FUND	24,664,943.00 =======	4,534,266.60	4,534,266.60	====== 18.38 ======	20,130,676.40

### BALANCE SHEET CALENDAR 7/2023, FISCAL 1/2024

			MTD	YTD
ACCOUNT	NUMBER	ACCOUNT TITLE	BALANCE	BALANCE
001-000-	1110	CHECKING - GENERAL	346,304.52-	557,662.22-
001-000-		ACCUM.DEPR LIBRARY BLDG	.00	.00
001-000-		ACCUM.DEPR PWD EQUIPMENT	.00	.00
001-000-		ACCUM.DEPR POLICE	.00	.00
001-000-		ACCUM.DEPR FIRE DEPT.	.00	.00
001-000-		ACCUM.DEPR SIDEWALKS	.00	.00
001-000- 001-000-		ACCUM.DEPR PARKER BLVD	.00	.00
		CHECKING - ROAD USE		
110-000-			14,225.55	502,393.43
111-000-		CHECKING - I-JOBS	.00	.00
121-000-		CHECKING - LOCAL OPTION	82,824.66	1,491,920.67
125-000-		CHECKING - TIF	496.91	253,080.89
135-000-		CHECKING - L.M.I.	46,591.66	592,797.72
167-000-		CHECKING - PC COMM. LIB TRUST	.00	11,789.34
177-000-		CHECKING - FORFEITURE	.00	18,716.81
200-000-	·1110	CHECKING - DEBT SERVICE	1,746.31	40,375.46-
301-000-	·1110	CHECKING - CAPITAL PROJECT	1,758,860.08	5,851,628.46
302-000-	·1110	CHECKING - CAPITAL WATER PROJ	35,150.00-	676,817.60
303-000-	1110	CHECKING - CAP EQUIP/VEHICLE	73,008.38	197,372.19
304-000-	1110	CHECKING	.00	32,992.00
305-000-	1110	CHECKING	1,125,000.00	1,125,000.00
306-000-		CHECKING	275,000.00	275,000.00
307-000-		CHECKING	250,000.00	250,000.00
600-000-		CHECKING - WATER UTILITY	64,103.44	1,520,777.16
600-000-		ACCUM. DEPR WATER	.00	.00
610-000-		CHECKING - SEWER UTILITY	75,379.25-	1,348,559.89
610-000-		ACCUM. DEPR SEWER	.00	.00
670-000-			25,173.30	76,135.30
		CHECKING-SOLID WASTE/RECYCLING CHECKING		•
740-000-			7,976.45	191,725.47
920-000-	.1110	CHECKING - ESCROW BANK ACCOUNT	.00	.00
		CHECKING TOTAL	3,268,172.97	13,818,669.25
600-000-	1111	WAT.SINKING/CKG	.00	.00
610-000-		SEWER SINKING FUND	.00	.00
010-000 <b>-</b>	1111	SCHER STREETING LOUD	.00	.00
		WATER SINKING TOTAL	.00	.00
600-000-	1112	WATER TRUST CHECKING	.00	.00
610-000-		SEW.IMPR.CHECKING	.00	.00
010-000-	1117	JEH. IIII W. CHECKING	.00	.00
		CHECKING TOTAL	.00	.00
600-000-	1113	WAT.IMPR/CHECKING	.00	.00
610-000-		79 SANITARY SEWER DISTRICT	.00	.00
		CHECKING TOTAL	.00	.00
		CHECKING TOTAL	.00	.00

### BALANCE SHEET CALENDAR 7/2023, FISCAL 1/2024

ACCOUNT NUMBER	ACCOUNT TITLE	MTD Balance	YTD Balance
600-000-1115	Water Holding Account	.00	.00
	TOTAL	.00	.00
001-000-1120 600-000-1120	LIBR.PETTY CASH WATER PETTY CASH	.00 .00	35.00 .00
	PETTY CASH TOTAL	.00	35.00
001-000-1121	GENERAL PETTY CASH	.00	100.00
	PETTY CASH TOTAL	.00	100.00
001-000-1122	PETTY CASH-POLICE	.00	300.00
	PETTY CASH-POLICE TOTAL	.00	300.00
001-000-1150 125-000-1150 135-000-1150	GENERAL RESERVE IPAIT A/C TIF RESERVE IPAIT A/C LMI - IPAIT ACCOUNT	.00 .00 .00	1.00 .00 1.00
200-000-1150 301-000-1150 600-000-1150 610-000-1150	DEBT/TIF/CHECKING TIF SPECIAL REVENUES WATER FUND IPAIT A/C SEWER FUND IPAIT A/C	.00 .00 .00 .00	.00 .00 1.00 1.00
010 000 1130	CHECKING TOTAL	.00	4.00
001-000-1151 600-000-1151 610-000-1151	GENERAL INVESTMENT WATER RESERVE INVESTMENT Sewer Fund CD	.00 .00 .00	.00 .00 .00
	SAVINGS TOTAL	.00	.00
600-000-1152	WATER TRUST INVESTMT.	.00	.00
	WATER TRUST INVESTMENT TOTAL	.00	.00
001-000-1160 110-000-1160 125-000-1160	SUPER MONEY MKT II SAVINGS SAVINGS	12.66 .00 .00	10,290.66 .00 .00
	SUPER MONEY MKT II TOTAL	12.66	10,290.66

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### BALANCE SHEET CALENDAR 7/2023, FISCAL 1/2024

ACCOUNT	NUMBER	ACCOUNT TITLE	MTD Balance	YTD Balance
001-000- 610-000-		GRINNELL STATE BANK CD Polk County Bank CD	.00 .00	1,550,000.00 .00
		GRINNELL STATE BANK CD TOTAL	.00	1,550,000.00
001-000-	1162	LUANA BANK C.D1.85%	.00	3,250,000.00
		TOTAL	.00	3,250,000.00
001-000- 135-000- 600-000- 610-000-	1163 1163	Luana Savings Bank - M.M. Acco Luana Money Market Account Luana Momey Market Account Luana Money Market Account	179.02 .00 .00	639,805.92- 719,041.86 .00
		LUANA MONEY MARKET TOTAL	179.02	79,235.94
600-000- 610-000-		ACCOUNTS RECEIVABLE ACCOUNTS RECEIVABLE	.00 .00	.00 .00
		TOTAL	.00	.00
		TOTAL CASH	3,268,364.65	18,708,634.85
1		:		==========



#### City of Polk City, Iowa

City Council Agenda Communication

Date: August 28, 2023 City Council Meeting
 To: Mayor Steve Karsjen & City Council
 From: Chelsea Huisman, City Manager

Subject: Intergovernmental Agreement between Polk County and Polk City for participation in the

**Community Development Block Grant Program for 2024-2026** 

**BACKGROUND:** Polk County is in the process of qualifying for designation as an Urban County to reinstate the Community Development Block Grant (CDBG) program through the U.S. Department of Housing and Urban Development (HUD). CDBG is a broad, annual funding program through the federal government. Cities and Counties with a population over 200,000 qualify for annual funding each year. With the new census, Polk County qualifies for \$987,000 each year. Polk County is currently not participating in their entitled CDBG funding and is one of 18 counties in the nation that have chosen not to participate.

This designation applies to the Fiscal Years 2024-2026. The County has reached out to the cities in Polk County for participation in the program, and most cities have expressed interest in participating. If we participate, Polk City projects may be eligible for the grant funding during the program years. The program will be administered through Polk County.

For the City Council's consideration on Monday is an Intergovernmental agreement This agreement will allow the County to fund eligible projects within the jurisdictional limits and residents may be eligible to receive assistance through CDBG funded programs. The agreement states that Polk City will participate for the 3-year cycle of the program and grants the County the authority to administer the program. Please note, if Polk City elects to participate in the Polk County CDBG program, we will not be eligible to apply for CDBG funding through the State of Iowa while we are a partner in the Urban County for program years 2024-2026.

Listed below are potential eligible projects, Polk City could request funding assistance for.

#### **Eligible Public Improvement Activities**

- Public facilities and improvements
- Senior centers
- Facilities for people with special needs
- Youth centers
- Community and health centers
- Parks and recreational facilities
- Waste facilities
- Infrastructure improvements (roads, sidewalks, drainage, streetlights)
- Public safety
- Architectural barrier removal
- Asbestos removal

#### **Eligible Housing Activities**

- Residential rehabilitation
- Homeownership assistance
- Public housing improvements
- Energy efficiency improvements
- Lead based paint remediation
- Code enforcement
- Historic preservation
- Operation and repair of foreclosed property

#### **Public Services Activities**

- Senior services
- Services for people with special needs
- Youth services
- Employment training
- Crime awareness and prevention
- Fair housing activities
- Tenant and landlord counseling
- Health services
- Rental housing subsidies
- Neighborhood cleanups

#### **Economic Development Activities**

- Commercial or industrial rehabilitation
- Land acquisition and disposition
- Infrastructure development
- Commercial or industrial acquisition and construction
- Financial assistance to for-profit businesses
- Technical assistance
- Micro-enterprise assistance

#### **Acquisition Activities**

- Acquisition of real property
- Disposition
- Clearance and demolition
- Brownfield clean-up
- Relocation

#### **Ineligible Activities**

- Construction or improvements to general government buildings
- Purchase of construction equipment, fire equipment, furniture, or personal property
- Payment of operating and maintenance expenses
- New construction of single family housing (exception for Habitat for Humanity type programs)

**ALTERNATIVES:** Do not approve the Intergovernmental Agreement

**FINANCIAL CONSIDERATIONS:** There are no financial considerations to enter into the agreement. Polk County estimates they will receive approximately \$987,000 each year through CDBG. Des Moines and West Des Moines already qualify and participate in the program; therefore, those cities have been removed from Polk County's calculation. In the future, Polk County will accept applications for projects, and Polk City will be eligible for grant funding through the program.

**RECOMMENDATION:** It is my recommendation that the Council approve the Intergovernmental Agreement with Polk County.

#### **RESOLUTION NO. 2023-100**

### A RESOLUTION AUTORHIZING THE PARTICPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

Relating to the City of Polk City's participation in the C Program of Polk County; and	Community Development Block Grant
WHEREAS, Federal funding is available under Grant Program, administered by Polk County for the pu improvement activities, housing activities, public servic activities; and	rpose of the provision of public
WHEREAS, after public meeting and due consi participation in the Community Development Block Gra projects can be considered for grant funding; and	
<b>WHEREAS</b> , it is necessary for the City to approprietive funds from this program.	ove the preparation of an agreement to
NOW, THEREFORE BE IT RESOLVED, the City, Iowa does hereby approve and authorize the prepa Mayor Karsjen or City Manager Huisman are hereby au on behalf of Polk City in accordance with the resolution	aration and filing of an agreement and that athorized to sign all necessary documents
PASSED AND APPROVED the 28 day of Aug	gust 2023.
Ste	eve Karsjen, Mayor
Attest:	

Jenny Coffin, City Clerk

#### **ATTACHMENT A**

#### **POLK COUNTY, IOWA**

#### **INSURANCE REQUIREMENTS (s)**

#### I. GENERAL INSURANCE REQUIREMENTS.

The Contractor shall purchase, secure and maintain throughout the Term and duration of this Agreement, insurance of such types and minimum coverage (not less than) amounts specified herein.

Said insurance shall be provided by an insurance company(ies), "admitted" and "non-admitted" to do business in the State of Iowa, having no less than an A.M. Best Rating of "B+." All insurance policies shall be written on a "per occurrence basis," and not a claims-made basis, and in the form, amounts and with companies satisfactory to Polk County, Iowa.

Insurance coverage will be considered acceptable when provided in one of the following methods:

The Contractor shall furnish Polk County with a proper Certificate of Insurance (COI) or affidavits executed by representatives of duly qualified insurance companies, doing business in lowa for approval by Polk County.

The Certificate shall identify the following: the insurance company firm name and address; contractor firm name and address; insurance policy(s) number(s); policy period; type of policy and coverage; limits of coverage; description of operations covered; certificate holder(s);"Additional Insured;" "Waiver of Subrogation," and cancellation clauses.

All certificates submitted for the purpose of complying with these specifications shall identify as the "Named Insured" the Contractor; and Polk County, Iowa, its elected and appointed officials, employees, agents, predecessors, successors and assigns, as "Additional Insureds."

This requirement shall apply with equal force, whether the work is performed by (1) persons employed directly by the Contractor, (2) by a subcontractor, or (3) by an independent contractor.

Regardless of such approval by Polk County, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times, and failure to do so shall not relieve the Contractor of any contractual obligation or responsibility. Failure on the part of the Contractor to maintain this insurance in full effect shall be considered and treated as a breach of contract or Event of Default by Polk County. Failure on the part of the Contractor to comply with the requirements of this article shall be considered sufficient and just cause to suspend the work, withhold payment(s), and/or be disqualified from receiving further contract awards.

Insurance policies filed with Polk County shall state the insurance company shall provide Polk County, Iowa with advance <u>written notice</u>, thirty (30) calendar days before any policy covered thereby is changed or canceled.

Evidence of insurance coverage as identified and stipulated by these specifications shall be received and approved by Polk County prior to any work being performed by the Contractor, subcontractor(s), or agents of the Contractor.

#### II. TYPES OF INSURANCE REQUIRED

#### A. Workers' Compensation and Employers' Liability.

This insurance shall protect the Contractor against all claims under Iowa Workers' Compensation Law, including Employer's Liability. The Contractor shall also be protected against employee claims for injury, disease, or death, and for employees which for any reason, may not fall within the provisions of the Workers' Compensation Law. This shall include an endorsement adding a Waiver of Subrogation in favor of Polk County is required. The insurance requirements shall not be less than the following:

- **1.** Workers' Compensation Statutory
- **2.** Employers' Liability
  - a. \$500,000 Per Accident
  - b. \$500,000 Disease, Policy Limit
  - c. \$500,000 Disease, Each Employee

#### B. Commercial General Liability.

This insurance shall be written in comprehensive form and shall protect the Contracting Authority against all claims arising from injuries to any person or damage to property of others arising out of any negligence of the Contractor.

The Contractor shall provide and maintain insurance coverage to protect the Contractor against any and all claims for injuries to persons or damages to property, including but not limited to personal injury, including death, as well as from claims under this contract Agreement, whether such operations be performed by the Contractor or any subcontractors, or by one directly or indirectly employed by the Contractor or any subcontractors.

The liability limits shall not be less than the following:

General Aggregate	\$ 2,000,000
Products and Completed Operations Aggregate	2,000,000
Personal & Advertising Injury	1,000,000
Each Occurrence	1,000,000
Fire Damage (Any one Fire)	100,000
Medical Expenses (Any One Person)	5,000

Coverage shall be no less comprehensive and no more restrictive than the coverage provided by a standard form Commercial General Liability Policy (ISO CG 0001 including standard exclusions or a non-ISO equivalent form). As such, the policy shall include Contractual Liability, Premises, Operations and XCU coverage.

#### C. <u>Excess Liability Insurance</u> (Umbrella).

The Contractor shall procure and maintain, during the Term and duration of this contract Agreement Excess Liability Insurance coverage in an amount not less than \$2,000,000.00. This Excess Liability coverage shall be over and above all of the underlying required minimum coverage amounts specified herein.

#### D. Professional Liability (Errors & Omissions).

The Contractor shall obtain and maintain, at its expenses, Professional Liability Insurance in the amount of \$1,000,000 including coverage for errors and omissions caused by Contractor's negligence in the performance of its duties under this agreement. (When Applicable).

#### E. Automobile Liability.

This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for the operation of motor vehicles, whether they are owned, non-owned, or hired, by or on behalf of the Contractor. The liability limits shall not be less than the following:

\$1,000,000 Combined Single Limit (CSL) per accident.

#### F. Builders Risk Insurance.

Coverage shall be equal to 100 per cent of the replacement cost of all proposed construction. (When Applicable).

#### G. Agents and Subcontractors.

The Contractor shall require that any and all of its agents and / or subcontractors, who perform work and/or services pursuant to the provisions of this contract Agreement, purchase, obtain and maintain the same insurance requirements as are required of the (general) Contractor.

#### H. Performance Bond.

A bond for the faithful and timely completion of the entire contract Agreement/construction project must be provided with a limit of 100 percent of the total contract valuation sum. (When Applicable).

#### I. Liquor Liability.

Comprehensive liquor liability coverage shall be purchased with limits not less than **\$1,000,000**. **(When Applicable)**. This coverage is mandatory **only** when the contractor/vendor will be serving alcohol for consumption.

#### **MISCELLANEOUS.**

#### A. Cost of Insurance.

Polk County shall make no direct payments to the Contractor for any costs associated with purchasing, securing, maintaining, and/or providing the insurance coverage required by the Contractor. All costs of such coverage shall be included in the prices bid and no additional payments for such costs shall be made.

#### B. Personal Liability of Public Officials.

In carrying out any of the provisions of the contract Agreement, or in exercising any power or authority granted to any agent or representative of Polk County thereby, there shall be no liability upon such agent or representative, including the engineer or authorized assistants, in either their personal capacity or in their official capacity as an official of Polk County. Said agents or representatives shall only be understood and

considered to act in such matters as the agent and representative of the contracting authority and governmental body Polk County, Iowa.

#### C. Non-Waiver of Legal Rights.

Polk County shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment thereof, from showing the true amount and character of the work performed and the materials furnished by the Contractor, or from showing that such measurement, estimate, or certificate is untrue or incorrectly made or that the work or materials do not in fact conform to the Terms of the contract Agreement.

Polk County shall not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor and Surety such damages as it may sustain by reason of failure to comply with the Terms of the contract Agreement. Neither the acceptance by Polk County, nor any agent or representative(s), nor payment for acceptance of the whole or any part of the work, nor any extent of time, nor any possession taken place by Polk County shall operate as a waiver of any portion of the contract Agreement, or any powers herein reserved, or any right to damages herein provided. A waiver of any breach of the contract shall not be held to be a waiver of any other subsequent breach.

#### D. <u>Indemnification</u>.

The Contractor shall indemnify, defend and hold harmless Polk County, lowa its elected and appointed officials, directors, employees, agents, their predecessors, successors and assigns from and against any and all liabilities, disputes, claims, demands, cause of actions, lawsuits, damages, judgements, losses, costs and expenses, including without limitation reasonable legal and accounting fees, asserted or recovered against the County by reason of or resulting from any injuries or damages to persons, including but not limited to any personal injury, including death; or damages to property, including but not limited to the loss of use thereof, and economic damages claimed, caused, arising out of or in connection with the Contractor's, including Contractor's employee's, agent's, representatives, or subcontractor's, acts, errors, omissions, default, breach, mismanagement or negligence in the performance of the terms, obligations or duties imposed by the terms of this Agreement or required by law. This provision shall survive the expiration or termination of this Agreement.

THE CONTRACTOR IS REQUIRED AND SHALL BE IN ACCORDANCE WITH ALL O.S.H.A. SAFETY GUIDELINES AND REGULATIONS AT ALL TIMES DURING THE TERM AND DURATION OF THE CONTACT AGREEMENT.

(Revised 04-14-23)

#### **POLK COUNTY, IOWA**

#### **CERTIFICATE OF INSURANCE REQUIREMENTS**

#### I. GENERAL REQUIREMENTS.

The Contractor shall provide Polk County a Certificate of Insurance evidencing all the required insurance coverage as provided herein utilizing the latest version of the ACORD form. A Certificate shall be submitted with each set of contract documents to: **Polk County, Iowa, ATTENTION: Risk Management, 111 Court Avenue, Des Moines, IA 50309**.

Contract documents shall not be submitted to the Board of Supervisors for approval or execution until the Certificate of Insurance has been received, reviewed and approved by staff. The Certificate(s) must specifically identify the contract Agreement and or construction project (No yearly or all – project certificates will be accepted). The Contractor shall provide Polk County a Certificate of

#### II. SPECIFIC INFORMATION REQUIREMENTS.

- **A.** The following statements are requirements and should aid in the preparation of an acceptable certificate of insurance:
  - **1.** The Contracting Authority, Polk County, Iowa shall be named as an "Additional Insured," using the following language:

### "Polk County, lowa, its elected and appointed officials, employees, agents, their predecessors, successors and assigns."

- **2.** The name of the <u>broker/producer</u> with complete address, zip code, and telephone number.
- 3. The name of the Insured with complete address, zip code, and telephone number.
- **4.** The name of the <u>Insurer</u> (insurance companies) affording coverage shall be named and approved by the Insurance Commission of the State of Iowa. The Company letters (**4a**) must be placed along the corresponding insurance coverages (**4b**).
- **5.** The issue date shall be stated.
- **6.** Policy numbers for all policies shall be included.
- 7. Policy effective dates for all policies shall be included.
- **8.** Policy expiration dates must be included.
- **9.** Description of Operations: The Project Name and Work Order Number shall be stated.
- **10. Polk County, lowa** must clearly and explicitly be shown as a Certificate Holder.
- **11.** All certificates of insurance must be signed by an authorized representative.

12. Change, Cancellation, and or Nonrenewal Notification Endorsement:
The insurance policy shall be endorsed to provide Polk County with no less than thirty (30) days advance written Notice of the Change or Cancellation, forty-five (45) days advance written Notice for Nonrenewal and ten (10) days written notice of Cancellation due to non-payment of premium. Written Notifications shall be sent to Polk County, Iowa, ATTENTION: Risk Management, 111 Court Avenue, Des Moines, Iowa 50309.

#### III. MINIMUM COVERAGE REQUIREMENTS.

The limits listed below are minimum acceptable limits. The Insurance Agent should review the Contract Special Provisions for each project, and verify with Polk County Risk Management that the insurance requirements have not been changed, as limits may vary from project to project.

#### A. Workers' Compensation:

- 1. Workers' Compensation Statutory
- 2. Employers' Liability:
  - a. \$500,000 Per Accident
  - b. \$500,000 Disease, Policy Limit
  - c. \$500,000 Disease, Each Employee

#### B. General Liability:

The liability limits shall not be less than the following:

\$ 2,000,000
2,000,000
1,000,000
1,000,000
100,000
5,000

Coverage shall be no less comprehensive and no more restrictive than the coverage provided by a standard form Commercial General Liability Policy (ISO CG 0001 including standard exclusions or a non-ISO equivalent form). As such, the policy shall include Contractual Liability, Premises, Operations and XCU coverage.

C. Excess Liability (Umbrella):

\$ 2,000,000

D. Automobile Liability:

\$ 1,000,000

- 1. (Combined Single Limit each accident)
- E. Builders Risk Insurance:
  - 1. Shall be equal to 100 percent of replacement cost of construction. (When Applicable).

#### F. Performance Bond:

1. For the faithful and timely completion of the entire project with a limit of 100 percent of the contract sum. (When Applicable).

G. Liquor Liability: \$1,000,000

1. Mandatory for contractors/vendors who serve alcohol for consumption. (When Applicable).

#### IV. WAIVER OF SUBROGATION.

The Contractor hereby releases Polk County, Iowa, its elected and appointed officials, directors, employees, volunteers, agents and assigns from and against any and all liability or responsibility to Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss without regard to the fault of Polk County or the type of loss involved, including loss due to occupational injury.

#### V. GOVERNMENTAL IMMUNITIES ENDORSEMENTS.

In order to preserve the governmental immunities available as defenses to contractor (or Licensor) and its officials and employees, any insurance policy shall contain the following endorsement language:

#### A. Non-Waiver of Governmental Immunity:

We, the insurance carrier and insured, expressly agree and state that the purchase of this policy and the naming of Polk County, lowa as an additional insured shall not waive any of the defenses of governmental immunity available to Polk County its elected and appointed officials, employees, agents, their predecessors and successors and assigns, pursuant to Section 670.4 of the Code of Iowa, as it now exists and as it may be amended from time to time.

#### B. Non-Denial of Coverage:

We, the insurance carrier and insured, shall not deny coverage under this policy and we shall not deny any of the rights and benefits accruing to Polk County, Iowa shown in the schedule under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by Polk County, Iowa.

(Revised 04-14-23)

## INTERGOVERNMENTAL AGREEMENT REGARDING THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FEDERAL FISCAL YEARS 2024-2026 ADMINISTERED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

THIS <u>INTERGOVERNMENTAL AGREEMENT</u> ("Amended Agreement") is made and executed this \_ day of \_; 2023 by and between the County of Polk,, a governmental entity and subdivision of the State of Iowa ("County"), and the City of Polk City ("City"), located in Polk County; State of Iowa. The County and City may hereinafter be referred to individually as "Party" or collectively as the "Parties."

#### **RECITALS**

WHEREAS, in 1974 the U.S. Congress enacted the Housing and Community Development Act of 1974 ("Act") (as last amended and supplemented), permitting and providing for the participation of the federal government in a wide range of local housing and community development activities and programs, which activities and programs are administrated by the U.S. Department of Housing and Urban Development ("HUD"); and

**WHEREAS**, the primary objective of Title I of the Act is the development of viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities, mainly for persons of low and moderate income, this objective to be accomplished by providing financial assistance in the form of block grant funds to state and local governments for the conduct and administration of housing and community development activities and programs as contemplated under the Act; and

WHEREAS, the rules and regulations governing the Community Development Block Grant ("CDBG) Program issued by HUD to implement the Act and published in 24 C.F.R, Part 570 ("Regulations") provide that a county must qualify as an "Urban County", as defined therein, and submit a request for funding now known as the Annual Action Plan or a five (5) year Consolidated Plan with an Annual Action Plan component, when required, on the projected use of the funds to HUD each year in order to be eligible to receive CDBG funds and that cities and units of local government within an Urban County may join an Urban County by cooperation agreement and thereby be considered a part of the Urban County and be included in the Urban County's Community Development Block Grant ("CDBG") Program; and

**WHEREAS**, Polk County, Iowa qualifies and intends to begin operating as an Urban County for the federal fiscal years (FYs) 2024-2026 based on HUD CPD Notice 23-02; Instructions for Urban County Qualification for Participation in the CDBG Program for Fiscal Years 2024-2026; and

**WHEREAS** a determination has been made by HUD that the County is authorized to undertake essential community development activities in its unincorporated areas that are necessary to qualify as an Urban County to receive funds from HUD by annual grant agreement; and

**WHEREAS**, a determination has been made by HUD that the County, acting by and through the Polk County Board of Supervisors, is authorized to undertake essential housing activities in its unincorporated areas that are necessary to qualify as an Urban County to receive funds from HUD by annual grant agreement; and

WHEREAS, it is recognized that the County does not have independent legal authority to conduct some kinds of community development and housing assistance activities within the boundaries of the City and, therefore, its ability to conduct the CDBG Program in the City is limited by the requirement that it must obtain permission from the City to perform certain kinds of activities therein, and accordingly, in order for the City to be considered a part of the Urban County and be included in the County's annual requests to HUD for CDBG funds, it is required by the Regulations that the City and the County enter into a cooperation agreement wherein the City authorizes and agrees to cooperate with the County to undertake or to assist in the undertaking of essential community development and housing assistance activities, specifically including urban renewal and

publicly assisted housing, within the boundaries of the City as may be approved and authorized in the County's annual grant agreements with HUD; and

**WHEREAS**, the participating City understands that by executing this Agreement it may not apply for grants under the Small Cities or State CDBG Programs for appropriations for federal fiscal years during the period it is participating in the Urban County's CDBG Program; and

**WHEREAS**, Under general provisions of lowa law governing contracting between governmental entities, any two or more political subdivisions of the state may enter into agreements with one another for joint or cooperative action and any one or more political subdivisions entering into the contract is authorized by law to perform; and

**WHEREAS** the City now desires to become a participating jurisdiction under the County's status as an Urban County; and

**WHEREAS**, accordingly, the parties hereto have determined that it will be mutually beneficial and in the general public interest to enter into this Agreement regarding the conduct of the CDBG Program; and

**WHEREAS**, the Polk County Board of Supervisors will adopt the Intergovernmental Agreement regarding the Community Development Block Grant program for federal Fiscal Years 2024-2026 administered by the U.S. Department of Housing and Urban Development ("Original Agreement"); and

WHEREAS, all other provisions contained in the Original Agreement remain unchanged; and

**NOW, THEREFORE,** in consideration of the premises set forth above and the mutual obligations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

#### **RESPONSIBILITIES OF THE CITY**

#### A. City and County Cooperation

The City will cooperate and work with the County in the preparation of detailed projects and other activities to be conducted or performed within the City during the federal program years this Agreement is in effect.

The City will also cooperate with the County to undertake or assist in undertaking. community renewal and lower-income housing assistance activities within the City. The finalized projects and activities will be included in the County's Annual Action Plan or five (5) year Consolidated Plan with an Annual Action Plan component, when required, for said year. The City understands and agrees, however, that the County shall have final responsibility for the selection of all projects and activities to be included in the grant request and for submission of the request.

The City shall cooperate fully with the County in all CDBG Program efforts planned and performed hereunder and does hereby allow and permit the County to undertake or assist in undertaking community renewal and lower-income housing assistance activities within the City as may be approved and authorized in: (1) the County's CDBG agreements, including the Annual Action Plan or five (5) year Consolidated Plan with an Annual Action Plan component, when required; and (2) Subrecipient Agreements.

#### **B.** Subrecipient Agreements

The City understands and agrees that pursuant to 24 C.F,R. § 570.501(b), it is subject to the same requirements applicable to subrecipients, including the requirement for a written agreement ("Subrecipient Agreement") as set forth in 24 C.F.R. § 570,503. This Agreement shall govern the Subrecipient Agreement and each of the individual projects approved during the time this Agreement is in effect.

Upon the execution of this Agreement, the residents of the City shall be allowed to avail themselves of CDBG funded programs in the County.

In order for the City to receive and continue receiving CDBG Funds, the following must occur:

The City must execute this Agreement.

The City must apply to the County for CDBG Funds for each specific project or activity.

The City must sign a Subrecipient Agreement with the County for the specific project or activity, The Subrecipient Agreement is governed by 24 C.F.R. § 503. As part of the Subrecipient Agreement, the City must submit to the County, and the County must approve, the project name, the project purpose, a scope of service, project description, proposed Scope of Work for the specific project or activity, performance measures, staffing, a description of system delivery, project budget, time of performance, reporting requirements, labor standards requirements (if applicable), environmental review requirements, and other financial information. This Agreement shall govern program income, reversion of assets, records, and asset management.

The City must complete and submit the forms and reports that are exhibits to the Subrecipient Agreement in a complete and timely manner.

The City must be in full compliance with the terms and conditions of all Subrecipient Agreements and with all Intergovernmental Agreements it has signed regarding the CDBG Program Administered by HUD.

#### C. Assurances and Certifications

The City agrees to comply with HUD Assurances and Certifications contained in the document attached hereto labeled as Exhibit A and incorporated herein by reference; however, with respect to the provisions that reference the Action Plan or Consolidated Plan, such Certifications are to be effective only at such time as those plans are finalized and submitted to HUD.

#### D. Administrative Control

As to any proposed projects funded under this Agreement, the City agrees that the County shall have the ultimate supervisory and administrative control of the CDBG Program, but that the City shall be responsible for the expenditures of the funds allocated for each project or activity and for the construction or performance of the projects and activities in compliance with all applicable federal laws and requirements relating to the CDBG Program or the implementation of the Annual Action Plan (or five (5) year Consolidated Plan with an Annual Action Plan component) when required, during the period covered by this Agreement.

#### E. Non-Appropriation Clause

The City agrees that it will include in every contract it enters, where it relies upon CDBG monies for funding, a non appropriation clause that will protect itself and the County from any liability or responsibility on any suit which might result from the discontinuance of CDBG funding for any reason.

#### F. Excessive Force

The City/County has adopted and is enforcing the following law enforcement measures:

- 1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and
- 2. A policy enforcing applicable State and local laws against physically barring

entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdictions.

#### G. Expenditure Restrictions

All CDBG funds that are approved by HUD for expenditure under the County's grant agreement, including those that are identified for City projects and activities, shall be allocated to the specific projects and activities described and listed in the City's/Town's proposal for funding and approved Subrecipient Agreement, and the allocated funds shall be used and expended only for the projects and activities to which the funds are identified. No project, activity, or the amount allocated may be changed without concurrence by the County and acceptance of the revised Annual Action Plan or five (5) year Consolidated Plan with an Annual Action Plan component, when required by HUD and an approved Subrecipient Agreement that authorizes such project, activity, or amount.

#### H. Day-To-Day Supervision

The City will be responsible for the direct, day-to-day supervision and administration of its respective projects or activities and will accomplish this task through the use of its own staff, agents, and employees. The City will be responsible for any injury to persons or damage to property resulting from negligent acts or error and omissions of its staff, agents, and employees.

#### I. Cost Overruns

Since the City is responsible for the direct supervision and administration of its respective projects or activities, the County shall not be liable or responsible for cost overruns by the City on any project or activity. The County shall have no duty or obligation to provide any additional funding to the City if its projects or activities cannot be completed with the funds allocated by the County to the City. Any cost overruns shall be the sole responsibility of the City or City contractors, partnering entities or other assigns.

#### J. Project Changes

No approved project or activity, nor the amount allocated therefore, may be changed without the concurrence of the County and acceptance of the revised Annual Action Plan or five (5) year Consolidated Plan with an Annual Action Plan component by HUD, if required, and acceptance of the revised Subrecipient Agreement. Changes must be requested in writing.

#### K. Bonds

The City will include with construction contracts it enters into for any project with estimated costs of \$100,000 or more, which requires bid guarantees (5% of the bid), performance (100% of the contract price) and payment bonds (100% of the contract price).

#### L. Insurance

The City shall require any contractor it uses on any project, or activity where it relies upon CDBG funds to provide and maintain, until final acceptance by the City of all work by such contractor, the types of insurance listed hereinafter with insurers with an A- or better rating as determined by Best's Key Rating Guide.

The contractor will be required to procure and maintain, at his/her own expense and without cost to the County, the kinds of minimum amounts of insurance as follows:

Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and Employers' Liability insurance with the following limits:

Workers' Compensation: Employers' Liability: \$1,000,000

Commercial General Liability insurance with minimum combined single limits of TWO MILLION DOLLARS (\$2,000,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000.00) aggregate, The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations, The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

Commercial Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) each occurrence with respect to each of the contractor's owned, hired> and non owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

Professional Liability Insurance coverage in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00), and the contractor shall maintain such coverage for at least two (2) years from the termination of the project.

The required Commercial General Liability and Commercial Automobile Liability policies shall be endorsed to include the County and the City as certificate holders and name the County and the City their officers and employees as additional insureds. The County and the City will be certificate holders in respect to the required Workers' Compensation and Professional Liability insurance policies. The County reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

The contractor shall furnish Polk County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by Polk County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the contractor's obligation to provide them. Polk County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverage, and endorsements. Additionally, Polk County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein.

The completed certificates of insurance with additional insured endorsements and waivers of subrogation and any notices, termination, or material change will be sent via mail or e-mail to:

Polk County Board of Supervisors 111 Court Avenue, Suite 300 Des Moines, Iowa 50309 auditor@polkcountyiowa.gov

The contractor will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Polk County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## M. Records

The City shall maintain a complete set of books and records documenting its use of the CDBG funds and its supervision and administration of its respective projects and activities in accordance with the Regulations. The City shall provide full access to these books and records to the County, the Secretary of HUD or their designee, the HUD Office of Inspector General, and the General Accounting Office so that compliance with

federal laws and regulations may be confirmed. The City further agrees to provide to the County, upon request, a copy of any audit records pertaining to the City's/Town's financial operations during the term of this Agreement. Records shall maintained for five (5) years after closing out the CDBG project.

## N. Timelines

The City shall submit to the County, along with its proposal, a timetable for each project delineating the length of time needed for each phase through the completion of the project. The timetable will be contained in the Subrecipient Agreement and the exhibits thereto. The City shall comply with the timetable submitted and legally obligate and expend funds accordingly through the end of the project. The City understands that failure to comply with the timetable may lead to a cancellation of the project and loss of CDBG funding, unless the County determines that there are extenuating circumstances beyond the City's/Town's control and that the project will proceed and will be completed within a reasonable length of time. The timetable's implementation will begin when the County provides written notification to the City that the proposal(s) has been accepted by HUD. Unobligated or unexpended funds that are lost by the City will be transferred to the County for distribution to other Subrecipients. The County will review the City's/Town's progress to ensure that the activities are being carried out in a timely manner in accordance with 24 C.F.R § 570.902.

## O. Limitations

The City agrees that no more than two and one-half percent (2.5%) of the funds the City actually receives will be used for eligible planning, urban environmental design, and policy-planning-management-capacity building activities, as defined in 24 C.F.R. § 570.205 of the Regulations.

The City understands that by executing this Agreement, it may not apply for grants under the State CDBG Program for appropriations for federal fiscal years during the period it is participating in the Urban County's CDBG program.

## P. Financial Management

The City's/Town's financial management system shall comply with the standards specified in Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

The City agrees that before the County can distribute any CDBG funds, the City must submit to the County Board of Supervisors documentation and reimbursement form required by such Department which states the amount of funding the City is requesting. Upon approval of the request, the County will distribute the requested funds to the City or directly to the appropriate contractor on a reimbursement basis.

## Q. Program Income

The City agrees that, pursuant to 24 C.F.R. § 570,504, all Program Income received under the CDBG Program will be retained by the City and will be disbursed for its CDBG project activities before additional CDBG funds are requested from the County. If the City terminates participation in the County's CDBG Program, income received subsequent to the City's termination shall be remitted to the County.

## R. Asset Management

If the City terminates participation in the County's CDBG Program, assets acquired through the CDBG Program shall be managed or disposed of in accordance with 24 C.F.R. Part 85.31 (Real Property), Part 85.32 (Equipment), and Part 85.50 (Close Out), and in accordance with the Subrecipient Agreements.

## S. State, City, and County Law Compliance

All responsibilities of the City enumerated herein shall be subject to applicable State statutes, City ordinances, resolutions, and any applicable County resolutions, rules, and regulations, and any other rules and regulations insofar as such State and local laws apply to projects located within the City.

## **RESPONSIBILITIES OF THE COUNTY**

## A. Legal Liability and Responsibility

The Parties recognize and understand that the County will be the governmental entity required to execute all grant agreements received from HUD pursuant to the County's requests for CDBG funds and that it will thereby become and will be held by HUD to be legally liable and has full responsibility for the execution of the CDBG Program, for following the Annual Action Plan or five (5) year Consolidated Plan with an Annual Action Plan component, when required, and for meeting the requirements of other applicable laws, overall administration and performance of the CDBG Program, including the projects and activities to be conducted in the City. Accordingly, the City agrees that as to all projects and activities to be conducted within its boundary limits under any CDBG agreements received by the County that includes the City, the County shall have the necessary administrative control required to meet HUD requirements.

## B. Performance and Compliance Monitoring

The County's supervisory and administrative obligations to the City shall be limited to the performance of the administrative tasks necessary to make CDBG funds available to the City and to provide a contract monitor whose job it will be to monitor the various projects funded with CDBG monies to ensure that they comply with applicable federal laws and regulations.

## **RESPONSIBILITIES OF THE PARTIES**

## A. Federal Compliance

The Parties shall take all actions to do all things that are appropriate and required of them to comply with the applicable provisions of the grant agreements received from HUD by the County in which the City is included, the provisions of the Act and all regulations, rules and guidelines, promulgated by the various federal departments, agencies, administrations, commissions, or the Secretary of HUD relating to the CDBG Program.

More specifically, the City and the County agree to take all required actions to comply with the provisions of 24 C.F.R. Part 570, Subpart K, the Davis Bacon Act, the Contract Work Hours and Safety Standards Act, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act and 24 CFR 91.225(a) and 5,105(a)), Section 104 (b) and 109 of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973 of Title II of the Americans with Disabilities Act, the Age Discrimination Act of 1975, Section 3 of the Housing and Urban Development Act of 1968, Uniform Federal Accessibility Standards, 2 C.F.R. 200 of HUD's Uniform Administrative Requirement for Grants and Cooperative Agreements, Residential Lead-Based Paint Hazard Reduction Act of 1992) as amended, Lead-Based Paint Regulations (24 C.F.R. Part 35, 24 C.F.R. § 570.608, 24 C.F.R. § 982.401) and Title 2 U.S. Code of Federal Regulations Part 200. Additionally, in accordance with the Regulations, no employee, official, agent, or consultant of the City shall exercise any function or responsibility in which a conflict of interest, real or apparent, would arise.

## A. Length of Agreement

This Agreement will remain in effect until the CDBG funds and program income received with respect to the "three-year qualification period" FY 2024-/2026) are expended and the funded activities completed. This stipulation also applies to any successive qualification periods under agreements that provide for automatic renewals. The parties may not terminate or withdraw from the Agreement while the Agreement is

in effect.

## **B.** Automatic Renewal

This Agreement will automatically be renewed for participation in successive "three-year qualification periods", unless the City provides prior written notice that it elects not to participate in a new qualification period at any time. By the date specified by HUD's Urban County qualification notice for the next qualification period, the County will notify the City of its right not to participate in the upcoming period. The date in the Urban County Qualification Notice will give the City sufficient time for notification if it elects not to participate. Copies of notices electing not to participate will be sent to the HUD field office.

Amendments will be utilized to make changes in this Agreement and would be necessary to incorporate required changes as set forth in the Urban County Qualification Notice applicable for subsequent three-year periods. An amendment would also be required if there were to be any programmatic administrative or operational changes to this Agreement that were not required by HUD. The City is required to adopt any amendment to the agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent "three-year qualification period". Amendments would be submitted to HUD as provided in the Urban County Qualification Notice. Failure of the City to sign an amendment will void the automatic renewal of such qualification period.

## C. Fair Housing

As required by HUD, local governments agree to affirmatively further fair housing within their own jurisdictions. The County may not provide any CDBG funding for activities in or in support of the local governments if they do not affirmatively further fair housing within their own jurisdiction or if the local government impedes the County's actions to comply with the County's fair housing certification. The parties will take all actions necessary to assure compliance with the County's certification as stated in section III. A above.

## D. Reporting

The City will file all reports and other information necessary to comply with the applicable federal laws and regulations as required by the County and HUD. This will include providing to the County information, such as progress reports, final reports, or audit reports, etc., necessary to complete the required HUD reports in a timely fashion. The County shall be responsible for confirming the compliance of the City's project with applicable federal laws and regulations. The County shall further be responsible for maintaining proper documentation of the County's administrative expenses and for determining that all necessary reports and information are filed with HUD and other applicable federal agencies in a timely fashion.

## E. Non-Profit Support

The Parties are encouraged to provide financial support utilizing their general funds, CDBG funds, or other funds available to the nonprofit organizations that provide community service activities to the populations in need within the Urban County and the City.

## F. Transfer of Funds

The City may not sell, trade or otherwise transfer all or any portion of CDBG funds to another such City, urban county, unit of general local government or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

The terms of this Agreement may be changed or altered only by the mutual written agreement of the Parties and all of the units of local government in the County that are participating in the CDBG Program, subject to approval by HUD. Any such changes or alterations would become effective thirty (30) days after they are put into writing and agreed to by all of the parties herein above mentioned,

## **OTHER PROVISIONS**

<u>Entire Agreement.</u> This Agreement constitutes the final and complete expression of the parties' agreements with respect to their respective rights and obligations, except to the extent that this Agreement may later be amended by a written instrument.

<u>Severability.</u> If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

<u>Assignability</u>. No Party to this Agreement shall assign or transfer any of its rights or obligations hereunder.

<u>Appropriations</u>. Notwithstanding any other term, condition or provision herein, each and every obligation of the Parties is subject to the requirement of a prior appropriation of funds therefore by the Parties.

IN WITNESS WHEREOF, the Parties have on theth day of, 2023.	e caused this Agreement to be duly executed
POLK COUNTY, IOWA	
By: Tom Hockensmith, Chair Polk County Board of Supervisors	
ATTEST:	APPROVED AS TO CONTENT:
Clerk	County Manager
APPROVED AS TO LEGAL FORM:	APPROVED AS TO FISCAL CONTENT:
County Attorney	Director of Finance
Date:	Date:
APPROVED AS TO INSURANCE REQUIF	REMENTS:
Risk Manager	
Date:	

CITY OF		<del></del>
Ву:	Name, Mayor	
ATTEST:		APPROVED AS TO FORM:
City Clerk		City Attorney

## **EXHIBIT A CERTIFICATIONS**

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

**Affirmatively Further Fair Housing** - The jurisdiction will affirmatively further fair housing.

**Uniform Relocation Act and Antidisplacement and Relocation Plan** - It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S,C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CPR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant program.

Anti-Lobbying - To the best of the jurisdiction's knowledge and belief:

No Federal appropriated funds have been paid or will be paid; by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**Authority of Jurisdiction** - The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

**Consistency with Plan** -- The housing activities to be undertaken with Community Development Block Grant funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

**Section 3** - It will comply with section 3 of the Housing and Urban Development Act of 1968 and implementing regulations at 24 CPR Part 135.

## **Specific Community Development Block Grant Certifications**

The Entitlement County certifies that:

**Citizen Participation** - It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan - Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts

91 and 570.

**Following a Plan** - It is following a current consolidated plan that has been approved by HUD.

Use of Funds - It has complied with the following criteria:

Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2024-2026 or a period specified by the grantee of one, two, or three specific consecutive program years, shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

**Excessive Force** - It has adopted and is enforcing:

A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

**Compliance with Anti-discrimination Laws** - The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C, 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

**Lead-Based Paint** - Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, Kand R.

**Compliance with Laws** - It will comply with applicable laws.

## **APPENDIX TO CERTIFICATIONS**

## INSTRUCTIONS CONCERING LOBBYING CERTIFICATION

## **Lobbying Certification**

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Please check the following type of event:

O Parade

Run/Walk/Bike

## APPLICATION FORM FOR Special Events City of Polk City, Iowa

Permit #	
Application Fee*	\$50

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

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

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

Farmers market

O Fair/Festival

Outdoor Concert			<ul> <li>Temporary Structure(s)</li> </ul>	
○ Fundraiser			Other (please specify)	* Party
ontact Information:				0
Contact Name & T  *(contact must be onsite for setup & t		Jasor	Murit	
Contact Mailing Add	dress:	1200 1	NUSTRIAL DI	
Contact Phone nun	nber:	-: -	001 83994	
Contact Email Add	ress:		tcustim perform	rancep gnaile
Sponsor Organizat *(if applicable)	tion:			0.
vent Information:				
Name of Event:	Murritt	ween	Requested event location	: 1200 Westside
Event Date(s) & Time(s):	10/28/2	3	Event Setup & Teardown (dates & times)	110/28 gan
Estimated Attendance:	50-	15	Number of Vehicles:	10-20
Will Event Fee Be Charged?	Y or	4)	Event Fee Amount: (if applicable)	-2-
Product Sales on Site:	Y or	K)	Amplified sounds: (a noise waiver may be required)	Y or N
Tent and/or canopy:	Qty. Y	N	Inflatables: (valid State of Iowa permit required	d) Qty. Y o N
Access to water:	Y or	'N	Access to electricity:	Y of N
Alcoholic Beverages: (must obtain Iowa Beverage Permit with outdoor services & area of alcohol must be fenced off)	Y of	N/	Portable Toilets: *(1 toilet for every 250 people est.	Qty
Street Closure:	// <b>*/</b> or	N	On Street Parking Closure	: Yor N

Event Description: (describe activity)	7- Block party		
Information about temporary	structures: (stage, tables, infla	ntables, etc.; include location(s) on the site p	olan illustration)
M	st normal	back yard Strift	
Barricades Required:	Qty. 2	Security on site:	Y N
Traffic Control:	Y or N	Emergency Services:	Y or N
of \$115/hour per staff person/equivaries Security Services are available in Events serving alcohol will and events interfering with non-particular each location. Applicant will be Emergency Services are available Events requesting first aid at a rate of \$50/hour per staff per Events requesting ambulated of \$75/hour per for ambulance and Events requesting firetruction at a rate of \$300/hour for 4 person	ipment. * fees waived for 501(c)(3)  If the need is anticipated during require Law Enforcement Carticipating vehicle traffic will billed at a rate of \$50/hour like if the need is anticipated stations will require a gator sonnel/equipment  Ince on site will require stand \$23.22/hour per staff person will require will require the carticipated stations will require stand the control of the carticipated will require stand the carticipated will require the	ring the event.  Officers to be on-site at each entranul require crowd/traffic control by a per officer – minimum 3 hours.  during the event.  ** a stand-by staff at each location.  d-by staff with equipment. Applicant	nce/exit during said event Law Enforcement Officer Applicant will be billed nt will be billed at a rate
Additional Remarks:			
correct, and that false information maresponsible to obtain any additional properties. The City reserves the and regulations. The City reserves the and its attendant circumstances.  Signature and Title of Appliance: 1 5 1 202	y be grounds for denial of this ermits or approvals required by vities at all times during the every right to impose special guidelicant:	to the City, applicant certifies the infor application. In addition to the City's applicate or Federal regulations applicable ent shall comply with all City, State and nes and restrictions based on the nature.	proval, applicant is to the Special Event. d Federal laws, ordinances
\$2,000,000 per inc		ned as certificate holder; general liability	y in the amount of

OFFICIAL USE ONLY:

Department approvals:

Fire Chief: \_\_\_\_ Police Chief: \_\_\_\_

Public Works Director:\_\_\_\_City Manager: \_



## City of Polk City, Iowa

City Council Agenda Communication

Date: August 28, 2023 City Council Meeting
 To: Mayor Steve Karsjen & City Council
 From: Chelsea Huisman, City Manager

**Subject:** Polk City Roadside Plan

**BACKGROUND:** For your review and consideration is a proposed Roadside Plan. This document is a template plan for cities in Iowa under 10,000 in population and was provided to the city by Trees Forever. The city has recently held a planning meeting with our Trees Forever Field Coordinator. In 2020, the city participated in Trees Forever & Iowa Living Roadways Trust Fund program, Community Visioning. Once the planning process for Community Visioning was completed, a report was finalized from priorities discussed in the planning process. There are several grant opportunities available in the State of Iowa through both organizations, but it is required that communities less than \$10,000 people have a roadside plan. The roadside plan outlines activities that are currently taking place in the right-of-way.

**ALTERNATIVES:** Do not approve the plan

**FINANCIAL CONSIDERATIONS:** There are no financial considerations to adopt a plan. Having the plan makes the city eligible for some grant funding opportunities in the State of Iowa.

**RECOMMENDATION:** It is my recommendation that the Council approve Polk City Roadside Plan.

# City Of Polk City Integrated Roadside Vegetation Management Plan for Cities Under 10,000 Population AUGUST 28, 2023

#### **IOWA CODE**

Section 314.21 1. c. of the Iowa Code states: "a city or county shall not be eligible to receive moneys from the living roadway trust fund unless the city or county has an Integrated Roadside Vegetation Management plan in place consistent with the objectives in section 314.22."

Section 314.22 of the Iowa Code, Integrated Roadside Vegetation Management states:

"It is declared to be in the general public welfare of Iowa and a highway purpose for the vegetation of Iowa's roadsides to be preserved, planted, and maintained to be safe, visually interesting, ecologically integrated, and useful for many purposes."

#### **DEFINITION**

Integrated Roadside Vegetation Management (IRVM) a long-term approach to vegetation management that:

- 1. Systematically evaluates each area to be managed.
- 2. Determines which plant communities best fit the area.
- 3. Develops procedures that will encourage, enhance or re-establish native plant communities.
- 4. Provides self-sustaining, diversified, visually interesting vegetation.
- 5. Establishes safety and an improved environment as priorities.
- 6. Utilizes the most beneficial methods to prevent or correct undesirable situations caused by disturbance or less than optimum vegetative ground cover.
- 7. Enforces Chapter 317, Code of Iowa Noxious Weed Law.

#### INTRODUCTION

Transportation corridors move people and goods safely and efficiently from one location to another in vehicles, on bicycles and walking. The purposes of roadside vegetation are to hold soil in place without creating hazards, improve scenic beauty for users, and provide habitat for pollinators and other wildlife.

The city's vegetation management goals must meet certain safety and functional requirements before aesthetic, recreational, or economic considerations can be addressed. These are to maintain a clear zone recovery area, meet minimal sight distance requirements, and provide for erosion control. Also required by Iowa law is the control of noxious weeds.

The goals of this Integrated Roadside Vegetation Management Program are to:

- 1. Preserve and provide safe, functional, and environmentally improved corridors of travel throughout the city.
- 2. Promote desirable, self-sustaining plant communities in roadsides, drainage areas, and other public lands in the city over the long term.
- 3. Utilize those plant communities that are native to Iowa through preservation and re-establishment whenever practical.
- 4. Implement a brush control program within the roadside rights-of-way.
- 5. Make more efficient and effective use of pesticides as a control method of undesirable species.
- 6. Enhance the scenic qualities of the roadsides and entranceways and their value as roadside habitat.



#### PROCEDURES FOR INTEGRATED ROADSIDE VEGETATION MANAGEMENT

- 1. Inventory sites to be managed, listing areas of desirable vegetation and those needing improvement.
- 2. Determine the appropriate management methods needed.
- 3. Determine the best time to implement management procedures and see that they are accomplished at that time. Temporary procedures may be needed to preserve an area before permanent methods can be utilized.

#### INTEGRATED ROADSIDE VEGETATION MANAGEMENT METHODS

Integrated vegetation management includes the use of cultural, mechanical, biological and chemical practices. Each location must be evaluated to determine the best method to be used. One or more of the following will be used:

#### 1. Cultural Methods

Cultural controls can be achieved through the introduction and management of desirable plants to control noxious weeds and other undesirable plants. The city will use diverse native grass and forb seed mixes or plant plugs as well as trees in their plantings. These diverse native plantings will be maintained and protected.

Prescribed fire is recognized as a valuable tool in brush and invasive plant control and can be used to enhance and maintain native plant communities. The city recognizes the potential hazards relating to prescribed fire. Therefore, roadsides will be burned only under the safest atmospheric conditions by burn crew personnel trained and certified in the use of prescribed fire.

## 2. Mechanical Methods.

This involves anything from tractor mowers for managing shoulders, weed control and planting maintenance to pruning shears, chainsaws, and boom mowers for controlling brush and maintaining guardrails and the clear zone.

## 3. Biological Methods

This involves the use of animals, insects, bacteria or viruses to control plant growth. Natural enemies of noxious weeds could be used in the ROW if necessary. Further research will be needed on other possible biological controls before the city will recommend them.

#### 4. Pesticide Methods

Selection of pesticides to be used shall be based on their label constraints and residual effects on the environment. They will be monitored to document their effectiveness and impacts upon target and non-target species.

Pesticides can be valuable tools for controlling undesirable vegetation. Applicators will be certified by the State of Iowa as public applicators in the appropriate categories.

2019-08 Page 2 of 3



#### EDUCATION AND INFORMATION

In accordance with this IRVM plan, the city will:

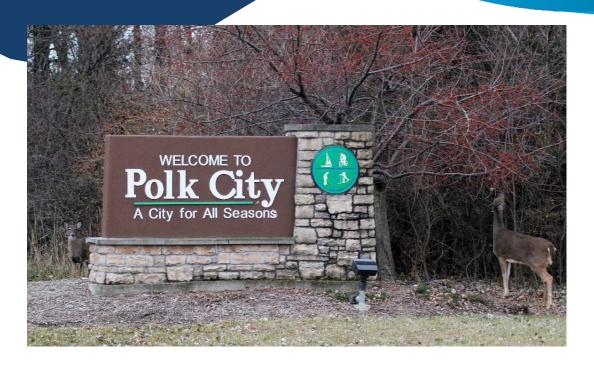
- 1. Develop a public awareness campaign to gain support for integrated roadside management through media, established organizations, seminars and brochures.
- 2. Obtain educational and informational material on IRVM to be presented in seminars and distributed to adjacent landowners, the public, consultants, and contractors.
- 3. Provide guidelines and directives for staff, contractors and others who seed, plant and maintain roadsides.
- 4. Encourage the use of seed, plants and trees native to Iowa.

This is a flexible plan that requires common sense interpretations with changes made as necessary to fit the ever-changing complex circumstances realized in integrated roadside vegetation management. This plan will require an update within five years of certification.

City Certification:	
	8/28/2023
Mayor	Date
	8/28/2023
City Administrator	Date

# CITY OF POLK CITY, IOWA

# CAPITAL IMPROVEMENTS PLAN (CIP) 2020-2025



Mayor Jason Morse 2014-2021 Steve Karsjen 2022-2026

City Council

Ron Anderson Dave Dvorak Rob Sarchet Mandy Vogel Jeff Walters

> City Manager Chelsea Huisman



\*hyperlinks included on each project line for easy navigation

## FY 2020-2021

Trail Study – Town Center (Trail) complete

Facility Needs Assessment complete

2020 Street Repair Project complete

HMA Overlay Project – 2020 complete

Property Purchase complete

# FY 2021-2022

Town Square Parking Lot Study complete

Inflow/Infiltration Study complete

W. Bridge Road Water Main Loop complete

North Trunk Sewer Study complete

Lost Lakes Park – Phase II (Parks) complete

N. 3<sup>rd</sup> Street & Vista Lake Avenue Intersection Improvements Project *complete* 

## FY 2022-2023

N. 3<sup>rd</sup> Street Trail Connection to Outer City Limits *in construction* 

City Hall Parking Lot in construction (combined with City Hall)

Northeast Trunk Sewer Study *complete* 

City Hall / Police / Fire Station - Remodel / Rebuild in construction

2022 Street Repair Project complete

# FY 2023-2024

N. 3<sup>rd</sup> Street Trail and Intersection Align at Northside Dr Project *in construction* 

High Trestle Trail Connector in construction

White Tail Parkway Corridor Study in construction

Parker Lift Station Upgrade not complete remove from current CIP

West Bridge Road Trail Gap @Van Dorn Property (Trail) Project in construction

Van Dorn/3<sup>rd</sup> Street Improvements *not complete* move to FY25

East Broadway Street Improvements not complete move to FY25

Regional Park Facility not complete move to FY25

Eastside Water Tower Project with DMWW in construction

Water Tower Painting not complete remove from current CIP

2023 Street Repair Project in construction

# FY 2024-2025 The following projects are prioritzed:

West Bridge Trail - Parker to Neal Smith (Trail) move to FY24

**Sump Pump Collector Lines** 

TCI Lift Station Upgrade

Twelve Oaks Park – Phase II (Parks)

North Broadway Sidewalks

Woodhaven Trail Connection (Trail)

2024 Street Repair Project

## CITY OF POLK CITY

## CAPITAL IMPROVEMENT PROJECT

**DEPARTMENT:** Parks & Rec

**PROJECT:** Project #9 Regional Park Facility (Park)

**COUNCIL RANKING:** B/19 points

PROPOSED DATE FOR CONSTRUCTION: FY23-24 July 1, 2023 – June 30, 2024

**SOURCE OF REVENUE:** General Obligation Loan/Grants/Private Donations

**Description of Project:** This project consists of a new park facility with multiple recreation amenities in Polk City. The project cost does not include purchase of property. A master park plan would need to be implemented as the next step for this project. Once a plan is implemented, a cost estimate will be provided and implemented into the CIP as an addendum.

#### **Cost Estimate:**

ItemTotalLump Sum estimate amount\$5,000,000

**Justification for Project:** The City is in need of additional green space and fields and has prioritized this large-scale project. Although a master park plan is not yet completed, the City has a desire and plans to secure a property for a large park facility. The City will utilize multiple funding sources for this project-estimated issuance of \$2 million in General Obligation bonds, \$1 million General Fund fund balance, and \$2 million in grants and private donations. Although a trail connection is not part of this project, but as a separate project, there would be trail access to the facility.

## CITY OF POLK CITY

## CAPITAL IMPROVEMENT PROJECT

**DEPARTMENT:** Sanitary Sewer

**PROJECT:** Project #27 Parker Lift Station upgrade

**COUNCIL RANKING:** D/15 points

PROPOSED DATE FOR CONSTRUCTION: FY23-24 July 1, 2023-June 30, 2024

**SOURCE OF REVENUE:** Sewer Fund

**Description of Project:** Replace the existing pumps with larger pumps.

**Cost Estimate:** 

Item	Total
Construction Costs	\$80,000
Construction Contingency	\$16,000
Engineering & Project Administration	\$14,000
	\$110,000

Cost to construct in FY23-24: \$124,000

A detailed cost estimate from Snyder & Associates is attached.

**Justification for Project:** The justification for this project is due to the increased sewer flows from the Parker Boulevard area. Smaller flow pumps were initially installed because the sewer flows received at this lift station were too low for bigger flow pumps to operate properly. Now the flows have increased to accommodate the higher flow pumps.

## ENGINEER'S PRELIMINARY BUDGETARY OPINION OF PROBABLE PROJECT COSTS



## PARKER LIFT STATION UPGRADE

Polk City, Iowa 120.0001.01 July 2, 2020

ITEM #	DESCRIPTION	QUANTITY UNIT UNIT PRICE		NIT PRICE	Е	XTENDED PRICE	
1.0	Replacement of 2 Pumps	1	LS	\$	40,000.00	\$	40,000.00
2.0	Replacement of Control Panel (If Required) (1)	1	LS	\$	20,000.00	\$	20,000.00
3.0	Replacement of Wet Well Cover (If Required) (2)	1	LS	\$	20,000.00	\$	20,000.00
					Subtotal:	\$	80,000.00
Contingency (~20%):					\$	16,000.00	
CONSTRUCTION TOTAL:						\$	96,000.00
Engineering, Construction, and Administration (~15%):					\$	14,000.00	
TOTAL PROJECT COST (FY 2020):					\$	110,000.00	
TOTAL PROJECT COST (FY 2023):						\$	124,000.00

## Notes

- (1) Replacement of control panel might be necessary if replacement pump motor size increases.
- (2) Replacement of wet well cover might be necessary if replacement pumps are too large to fit through the existing hatch opening.

## CITY OF POLK CITY

## CAPITAL IMPROVEMENT PROJECT

**DEPARTMENT:** Streets

**PROJECT:** Project #32 Van Dorn/3<sup>rd</sup> Street improvements

**COUNCIL RANKING:** D/15 points

PROPOSED DATE FOR CONSTRUCTION: FY23-24 July 1, 2023-June 30, 2024

**SOURCE OF REVENUE: LOST** 

**Description of Project:** This project will consist of safety upgrades at the intersection of Van Dorn Street and 3<sup>rd</sup> Street. The improvements include curb bump outs, ADA compliant sidewalk ramps, a new flashing beacon for street crossing, and adjustments to the entrance of City Hall.

## **Cost Estimate:**

Item	Total
Construction Costs	\$118,075
Construction Contingency	\$23,925
Engineering & Project Administration	<u>\$29,000</u>
	\$171,000

Cost to construct in FY23-24: \$182,000

A detailed cost estimate from Snyder & Associates is attached.

**Justification for Project:** This project will improve the safety for pedestrians at this intersection. It will also provide an ADA compliant sidewalk to City Hall, and add some additional parking.

#### **ENGINEER'S CONCEPTUAL OPINION OF PROBABLE PROJECT COSTS**



# 3RD STREET AND VAN DORN STREET INTERSECTION IMPROVEMENTS INTERSECTION AND CITY HALL PLAZA CONCEPT PLAN

POLK CITY, IOWA 120.0001.01 June 25, 2020

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	E	EXTENDED PRICE
	EARTHWORK					
2.1	Excavation, Class 10 (1)	100	CY	\$ 35.00	\$	3,500.00
	STRUCTURES FOR SANITARY AND STORM					
6.1	·····	1	EA	\$ 3,000.00	\$	3,000.00
	STREETS AND RELATED WORK					
7.1	, ,	105	SY	\$ 65.00	\$	6,825.00
7.2		50	SY	\$ 80.00	\$	4,000.00
7.3		60	SF	\$ 50.00	\$	3,000.00
7.4	Removal of Pavement	375	SY	\$ 20.00	\$	7,500.00
7.5		150	SY	\$ 15.00	\$	2,250.00
7.6	, , , , , , , , , , , ,	400	LF	\$ 45.00	\$	18,000.00
	TRAFFIC CONTROL					
8.1	Temporary Traffic Control	1	LS	\$ 10,000.00	\$	10,000.00
8.2	Painted Pavement Markings, Solvent/Waterborne	10	STA	\$ 250.00	\$	2,500.00
8.3	Painted Symbols and Legends	1	EA	\$ 500.00	\$	500.00
8.4	Remove Existing Pedestrian Signal and Install Rectangular Rapid Flashing Beacon	1	LS	\$ 40,000.00	\$	40,000.00
	SITE WORK AND LANDSCAPING					
9.1	Plaza Landscaping (2)	1	LS	\$ 5,000.00	\$	5,000.00
9.2	Surface Restoration	1	LS	\$ 5,000.00	\$	5,000.00
	GENERAL PROVISIONS			<b>+</b> 0,000.00	1	2,0000
11.1		1	LS	\$ 5,000.00	\$	5,000.00
11.2	Additional Removals (3)	1	LS	\$ 2,000.00	\$	2,000.00
				Subtotal:	\$	118,075.00
			Contina	ency (~20%):	\$	23,925.00
	CONSTRUCTION TOTAL:					
	Engineering, Construction, and Administration (~20%): \$					
	TOTAL PROJECT COST (FY 2020):					

## <u>Notes</u>

- (1) Assumes 1' of excavation under all sidewalk area. Additional excavation may be necessary following completion of future topographic survey.
- (2) Price may vary depending on landscaping selected. Estimate should be consider an order of magnitude cost.

TOTAL PROJECT COST (FY 2023): \$

(3) Includes removal of existing fencing, railing, and concrete block retaining wall to the east of existing City Hall parking.

182,000.00

#### **ENGINEER'S CONCEPTUAL OPINION OF PROBABLE PROJECT COSTS**



# 3RD STREET AND VAN DORN STREET INTERSECTION IMPROVEMENTS INTERSECTION AND CITY HALL PLAZA CONCEPT PLAN

POLK CITY, IOWA 120.0001.01 June 25, 2020

_			1				lune 25, 2020
ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE		EXTENDED PRICE	
	EARTHWORK						
2.1		100	CY	\$	35.00	\$	3,500.00
	STRUCTURES FOR SANITARY AND STORM						
6.1	,, 1 - ,	1	EA	\$	3,000.00	\$	3,000.00
	STREETS AND RELATED WORK						
7.1		105	SY	\$	65.00	\$	6,825.00
7.2		50		\$	80.00	\$	4,000.00
7.3		60		\$	50.00	\$	3,000.00
7.4		375	SY	\$	20.00	\$	7,500.00
7.5		150		\$	15.00	\$	2,250.00
7.6	, , , , , , , , , , ,	400	LF	\$	45.00	\$	18,000.00
	TRAFFIC CONTROL						
8.1	1 ,	1	LS		10,000.00	\$	10,000.00
8.2	Solvent/Waterborne	10	STA	\$	250.00	\$	2,500.00
8.3		1	EA	\$	500.00	\$	500.00
8.4	Install Rectangular Rapid Flashing Beacon	1	LS	\$	40,000.00	\$	40,000.00
	SITE WORK AND LANDSCAPING						
9.1	1 0	1	LS	\$	5,000.00	\$	5,000.00
9.2	1	1	LS	\$	5,000.00	\$	5,000.00
	GENERAL PROVISIONS						
11.1		1	LS	\$	5,000.00	\$	5,000.00
11.2	Additional Removals (3)	1	LS	\$	2,000.00	\$	2,000.00
					Subtotal:	\$	118,075.00
			Conting	enc	y (~20%):	\$	23,925.00
			_		N TOTAL:	\$	142,000.00
		001	1011100	,,,,	/\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	Ψ	112,000.00
Engineering, Construction, and Administration (~20%):						\$	29,000.00
TOTAL PROJECT COST (FY 2020):						\$	171,000.00
	TOTAL PROJECT COST (FY 2023):						182,000.00

#### **Notes**

- (1) Assumes 1' of excavation under all sidewalk area. Additional excavation may be necessary following completion of future topographic survey.
- (2) Price may vary depending on landscaping selected. Estimate should be consider an order of magnitude cost.
- (3) Includes removal of existing fencing, railing, and concrete block retaining wall to the east of existing City Hall parking.











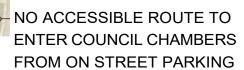












**REQUIRED 4' SIDEWALK WIDTH** 

ARE PARKED IN FRONT OF COUNCIL

IS MET ONLY IF NO VEHICLES





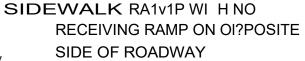


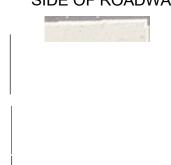


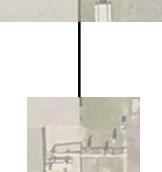




CHAMBERS

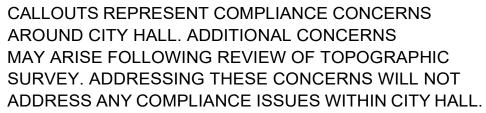




















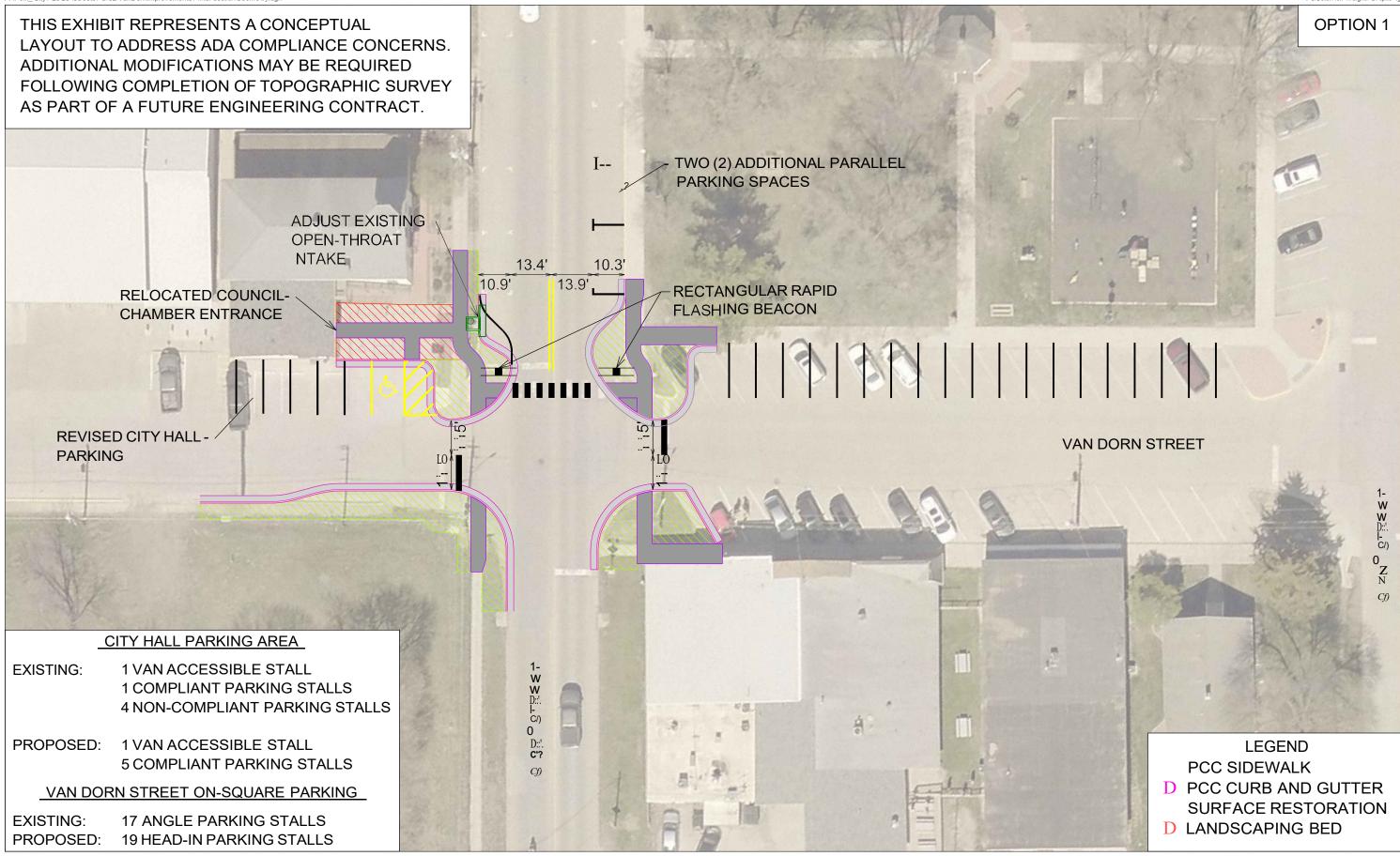


**FEET** 

**ADA Compliance Concerns** 

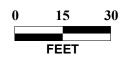
Sheet 1 of 2

Polk City, Iowa













Sheet 2 of 2

## **CITY OF POLK CITY**

## CAPITAL IMPROVEMENT PROJECT

**DEPARTMENT:** Streets

**PROJECT:** Project #34 East Broadway Street improvements

**COUNCIL RANKING:** D/15 points

PROPOSED DATE FOR CONSTRUCTION: FY23-24 July 1, 2023-June 30, 2024

**SOURCE OF REVENUE: LOST** 

**Description of Project:** This project includes a recreational trail only, from the City square to the Deerhaven trail.

## **Cost Estimate:**

Item	Total
Construction Costs	\$210,550
Construction Contingency	\$53,450
Engineering & Project Administration	\$40,000
	\$304,000

Cost to construct in FY23-24: \$323,000

A detailed cost estimate from Snyder & Associates is attached.

**Justification for Project:** The justification for this project is to connect the DeerHaven trail to the town square.

## ENGINEER'S CONCEPTUAL OPINION OF PROBABLE PROJECT COSTS



# RECREATIONAL TRAIL CONNECTION TO CITY SQUARE CITY SQUARE TO EXISTING DEER HAVEN TRAIL

Polk City, Iowa 120.0001.00 June 25, 2020

304,000.00

323,000.00

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE		EXTENDED PRICE	
	EARTHWORK						
2.1	Special Shaping for Trail Placement	1	LS	\$	5,000.00	\$	5,000.00
	SEWERS AND DRAINS						
4.1	Intake Adjustment, Minor	2	EΑ	\$	1,250.00	\$	2,500.00
4.2	Intake Adjustment, Major	1	EΑ	\$	2,500.00	\$	2,500.00
4.3	Intake, SW-501	2	EA	\$	5,000.00	\$	10,000.00
4.4	Storm Sewer, 15" RCP	400	LF	\$	80.00	\$	32,000.00
	STREETS AND RELATED WORK						
7.1	Shared Use Path, PCC, 5"	795	SY	\$	45.00	\$	35,775.00
7.2	Shared Use Path, PCC, 6"	220	SY	\$	75.00	\$	16,500.00
7.3	Shared Use Path, Colored PCC, 5"	50	SY	\$	250.00	\$	12,500.00
7.4	Detectable Warning	120	SF	\$	50.00	\$	6,000.00
7.5	Driveway, Paved, PCC, 7"	165	SY	\$	75.00	\$	12,375.00
7.6	Pavement, HMA, 8"	75	SY	\$	90.00	\$	6,750.00
7.7		380	LF	\$	30.00	\$	11,400.00
7.8	Curb and Gutter, 3' Width, 6" Standard	470	LF	\$	40.00	\$	18,800.00
	TRAFFIC CONTROL						
8.1	Temporary Traffic Control	1	LS	\$	5,000.00	\$	5,000.00
8.2	Painted Pavement Markings, Solvent/Waterborne	15	STA	\$	250.00	\$	3,750.00
8.3	Painted Symbols and Legends	4	EΑ	\$	300.00	\$	1,200.00
	SITE WORK AND LANDSCAPING						·
9.1	Surface Restoration	1	LS	\$	6,000.00	\$	6,000.00
9.2	Rock Mulch (2)	50	TON	\$	300.00	\$	15,000.00
	SITE WORK AND LANDSCAPING						
11.1	Mobilization	1	LS	\$	7,500.00	\$	7,500.00
	Subtotal:						210,550.00
Contingency (~25%):					\$	53,450.00	
CONSTRUCTION TOTAL:					\$	264,000.00	
	Engineering, Construction, and Administration (~15%): \$ 40,000.00						40,000.00

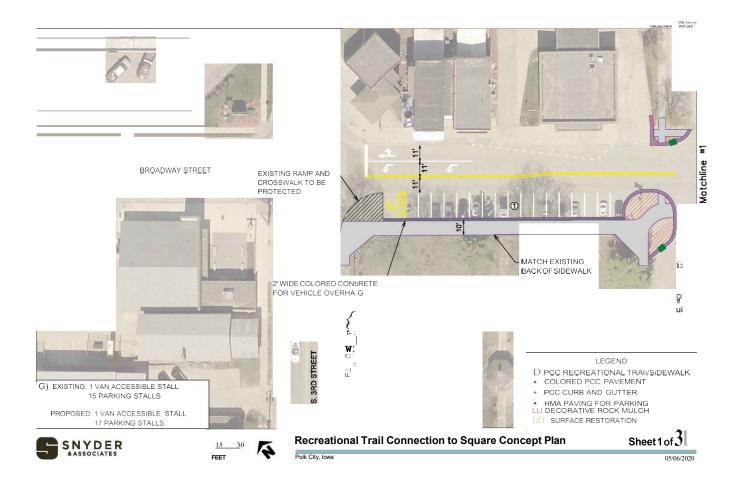
## **Notes**

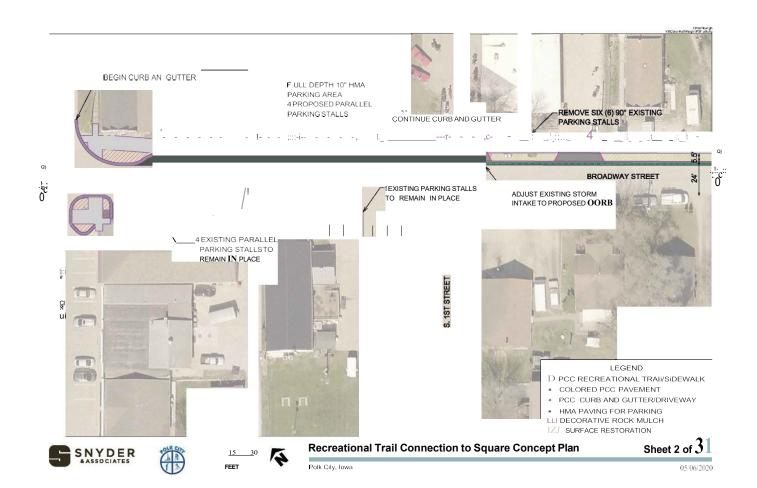
(1) Item used to install additional parking area. Includes 4" of base course, 2" of intermediate course, and 2" of surface course, 5% asphalt binder.

TOTAL PROJECT COST (FY 2020): \$

TOTAL PROJECT COST (FY 2023): \$

(2) Assumes rock mulch is to be installed at 12" depth and a density of 75 pounds per cubic feet.













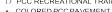








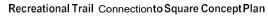












Sheet 3of 3

Polk City, lowa

## CITY OF POLK CITY

## CAPITAL IMPROVEMENT PROJECT

**DEPARTMENT:** Water

PROJECT: Project #41 Water Tower painting

**COUNCIL RANKING: C/17 points** 

PROPOSED DATE FOR CONSTRUCTION: FY23-24 July 1, 2023 – June 30, 2024

**SOURCE OF REVENUE: SRF Loan/Water** 

**Description of Project:** Painting the outside and inside of the Booth Street water tower.

**Cost Estimate:** 

Item	Total
Construction Costs	\$194,000
Construction Contingency	\$39,000
Engineering & Project Administration	<u>\$35,000</u>
	\$268,000

Cost to construct in FY22-23: \$290,000

A detailed cost estimate from Snyder & Associates is attached.

**Justification for Project:** The tower has not been painted in approximately 25 years and is at its maintenance life expectancy. Painting the tower will provide an immediate beautification effort, but as well expand its longevity. The City plans to complete the painting of the water tower once the new tower is online.

## ENGINEER'S PRELIMINARY BUDGETARY OPINION OF PROBABLE PROJECT COSTS



#### **WATER TOWER PAINTING**

Polk City, Iowa 120.0001.01 June 30, 2020

ITEM #	DESCRIPTION		QUANTITY	UNIT	UN	NIT PRICE	E	EXTENDED PRICE
1.0	Surface Preparation & Painting (Interior)	(1)	7400	SF	\$	10.00	\$	74,000.00
2.0	Surface Preparation & Painting (Exterior)	(2)	14000	SF	\$	8.00	\$	112,000.00
3.0	Repairs	(3)	1	LS	\$	8,000.00	\$	8,000.00

Subtotal: \$ 194,000.00

Contingency (~20%): \$ 39,000.00

CONSTRUCTION TOTAL: \$ 233,000.00

Engineering, Construction, and Administration (~15%): \$ 35,000.00

TOTAL PROJECT COST (FY 2020): \$ 268,000.00

TOTAL PROJECT COST (FY 2022): \$ 290,000.00

## **Notes**

(1) Item will include complete repainting of 300,000 gallon tank interior.

(2) Item will include overcoating of 300,000 gallon tank exterior.

(3) Amount for repairs is assumed and may vary.

## CITY OF POLK CITY

## **CAPITAL IMPROVEMENT PROJECT**

**DEPARTMENT:** Parks & Rec

**PROJECT:** Project #19 West Bridge Trail Parker to Neal Smith (Trail)

**COUNCIL RANKING:** F/14 points

PROPOSED DATE FOR CONSTRUCTION: FY24-25 July 1, 2024-June 30, 2025

**SOURCE OF REVENUE: LOST** 

**Description of Project:** This project consists of installing a trail connection from KwikStar (once their project takes place) to the Neal Smith Trail/Sports Complex facility. The City will need to seek approval from the USA-CE to install this trail on their property.

## **Cost Estimate:**

Item	Total
Construction Costs	\$65,125
Construction Contingency	\$13,875
Engineering & Project Administration	\$12,000
	\$91,000

Cost to construct in FY24-25: \$99,000

A detailed cost estimate from Snyder & Associates is attached.

**Justification for Project:** The overall intent of this project is to fill in a gap along Bridge Road to the Neal Smith Trail/Sports Complex. Completing this trail gap project will provide a complete trail connection from Bridge Road to the Neal Smith Trail.

#### ENGINEER'S CONCEPTUAL OPINION OF PROBABLE PROJECT COSTS



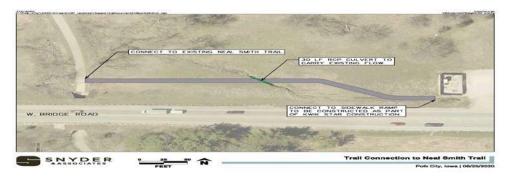
# TRAIL CONNECTION TO NEAL SMITH TRAIL FROM KWIK STAR TO NEAL SMITH TRAIL

POLK CITY, IOWA 120.0001.01 June 25, 2020

, , , , , , , , , , , , , , , , , , ,					J	une 25, 2020	
ITEM #	DESCRIPTION	QUANTITY	UNIT	UN	IT PRICE	E	XTENDED PRICE
	EARTHWORK						
2.1	Excavation, Class 10 (1	285	CY	\$	35.00	\$	9,975.00
2.2	Special Subgrade Preparation for Shared (2 Use Path	570	SY	\$	5.00	\$	2,850.00
2.3	Clearing and Grubbing (3	0.25	ACRE	\$	5,000.00	\$	1,250.00
	SEWERS AND DRAINS						
4.1	Pipe Culvert, Trenched, RCP, 15-24"	30	LF	\$	150.00	\$	4,500.00
4.2	Pipe Apron, RCP, 15-24"	2	EA	\$	1,750.00	\$	3,500.00
	STREETS AND RELATED WORK						
7.1	Shared Use Path, PCC, 5"	475	SY	\$	70.00	\$	33,250.00
7.2	Concrete Washout	1	LS	\$	1,000.00	\$	1,000.00
	TRAFFIC CONTROL						
8.1	Sidewalk Closure Traffic Control	1	LS	\$	1,000.00	\$	1,000.00
	SITE WORK AND LANDSCAPING						
9.1	Conventional Seeding, Seeding, Fertilizing, (4 and Mulching, Type 1	0.25	ACRE	\$	7,000.00	\$	1,750.00
9.2	Filter Sock, 8" (5	425	LF	\$	4.00	\$	1,700.00
9.3		425	LF	\$	2.00	\$	850.00
	GENERAL PROVISIONS						
11.1	Mobilization	1	LS	\$	3,500.00	\$	3,500.00
					Subtotal:	\$	65,125.00
Contingency (~20%):						\$	13,875.00
CONSTRUCTION TOTAL:						\$	79,000.00
Engineering, Construction, and Administration (~15%):					\$	12,000.00	
TOTAL PROJECT COST (FY 2020):					\$	91,000.00	
	т	OTAL PROJE	ECT CO	ST (	FY 2024):	\$	99,000.00

## <u>Notes</u>

- (1) Assumes 1.5' of excavation over trail width and one (1) additional foot on each side.
- (2) Assumes subgrade preparation under trail and one (1) additional foot on each side.
- (3) Assumes clearing and grubbing width of 20' along trail length.
- (4) Assumes seeding will be required for 5' on each side of shared use path.
- (5) (5) Assumes filter sock to be placed along downhill side of shared use path.





## City of Polk City, Iowa

City Council Agenda Communication

Date: August 28, 2023 City Council Meeting
 To: Mayor Steve Karsjen & City Council
 From: Chelsea Huisman, City Manager

**Subject:** Amendment to the City 5-year Capital Improvement Plan (CIP)

**BACKGROUND:** The City Council approved a 5-year CIP (FY21-FY25) on September 14, 2020, and amended the CIP on April 25, 2022. Most of the projects outlined in the first 3 years have been completed, however, some adjustments need to be made to the plan, as priorities have changed. I recommend the City Council amend the CIP for a 2<sup>nd</sup> time. The City Council will hold a public hearing on September 25, 2023, for an amendment to the CIP. Below is a summary of capital projects prioritized by the City Council.

## **CIP Projects:**

## **FY2022-2023:** The following projects were prioritized:

- 1. N. 3<sup>rd</sup> Street Trail connection to outer city limits-Project in construction
- 2. City Hall Parking Lot-Project in construction (combined with City Hall)
- 3. Northeast Trunk Sewer Study-Project Complete
- 4. City Hall/Police/Fire Station Rebuilding/Remodel-Project in construction
- 5. 2022 Street Repair Project-Project Complete

## **FY2023-2024:** The following projects were prioritized:

- 1. N 3<sup>rd</sup> Street Trail and Intersection align at Northside Dr-Project in construction
- 2. High Trestle Trail connector-Project in construction
- 3. White Tail Parkway Corridor Study-Project in construction
- 4. Parker Lift Station Upgrade-Not complete
- 5. West Bridge Road Trail Gap @ Van Dorn Property (Trail)-Project in construction
- 6. Van Dorn/3<sup>rd</sup> Street Improvements-Not complete
- 7. East Broadway Street Improvements-Not complete
- 8. Regional Park Facility-Not complete
- 9. Eastside Water Tower Project with DMWW-Project in construction
- 10. Water Tower Painting-Not complete
- 11. 2023 Street Repair project-Project in construction

## **FY2024-2025:** The following projects are prioritized:

- 1. West Bridge Trail
- 2. Sump Pump Collector Lines

- 3. TCI Lift Station Upgrade
- 4. Twelve Oaks Park-Phase II (Parks)
- 5. North Broadway Sidewalks
- 6. Woodhaven Trail Connection (Trail)
- 7. 2024 Street Repair Project

#### **Proposed adjustments to projects 5-year CIP:**

#### FY2023-2024:

Parker Lift Station upgrade (Project #27): During Budget FY24 preparation, we evaluated the need to budget for lift station improvements and consulted with the City Engineer. The Parker Lift Station is currently operating at half its capacity. The biggest planned development project is Leonard Senior Living Center, and with that project there would be enough capacity at the lift station. The City Engineer believes the upgrades could be delayed, with the possibility that the pumps do not need to be upgraded, however, we should continue to monitor the need each year. Based on the City Engineer's recommendation, we would remove this project from the current CIP.

Van Dorn/3<sup>rd</sup> Street Improvements (Project #32): This project is not in the FY24 budget due to the City Hall/Community Center project. The scope of this project will change with the new facility, but I would recommend this be moved to FY25.

**East Broadway Street Improvements (Project #34):** This project is not in the FY24 budget. During the budget discussion, the Council asked to move the West Bridge Trail Parker to Neal Smith project (Phase 7 of the trail project) to FY24 and move the Broadway Street Improvements to FY25.

**Regional Park Facility (Project #9):** This project is not in the FY24 budget as we continue to work with the developer on potential cost sharing, and as the new water tower construction begins. This project needs to be moved to FY25.

Water Tower Painting (Project #41): The City is planning for construction of a 1.5-million-gallon water tower on the north side of the community. In discussions about the size of the future water tower, it was determined by the City Council to build a larger water tower, and eventually remove the existing 300,000-gallon water tower. The removal of the water tower will not be feasible until the new one is online. With the removal of the 300,000-gallon water tower, the city will not need to paint it. I would recommend we remove this project from the CIP.

#### FY2024-2025:

West Bridge Trail Parker to Neal Smith (Project #19): This project is in the current year budget. This project needs to be moved to FY24.

ALTERNATIVES: Do not amend the CIP.

**FINANCIAL CONSIDERATIONS:** There are some financial considerations for amending the CIP, however, we are only removing projects or moving a project into a different fiscal year, so the changes are not necessarily an increase in expenditures.

**RECOMMENDATION:** I recommend that the City Council formally amend the Capital Improvements Plan and hold a public hearing on September 25, 2023. The amendment information will be available to the public prior to the public hearing. An amendment to the CIP should match the City's budget, and it also allows the public an opportunity to comment on the amendment.

#### **RESOLUTION NO. 2023-101**

## A RESOLUTION SETTING DATES FOR A PUBLIC HEARING ON THE PROPOSED AMENDMENT OF THE CITY OF POLK CITY, IOWA 5-YEAR CAPITAL IMPROVEMENT PLAN

**WHEREAS**, the City of Polk City, Iowa, is adopted a 5-year Capital Improvement Plan (CIP) September 14, 2020; and

**WHEREAS**, the City Council approved an amendment to the 5-year CIP on April 11, 2022; and

WHEREAS, the City Council needs to amend the CIP for adjustments of priorities and projects; and

**WHEREAS**, the State of Iowa law requires City Council to set a time and place for a public hearing and publish a summary of the proposed CIP prior to formally amending the plan.

**NOW, THEREFORE, BE IT RESOLVED,** the City Council of the City of Polk City, Iowa, hereby orders a public hearing and notice thereof to be held on September 25, 2023 at 6:00 p.m. in the City Hall Council Chambers, Polk City, Iowa on the proposed amendment of the City of Polk City Iowa 5 Year Capital Improvement Plan.

PASSED AND APPROVED the 28 day August 2023.

	Steve Karsjen, Mayor
ATTEST:	Steve Karsjen, Mayor
Jenny Coffin, City Clerk	



### APPLICATION FORM FOR

**Special Events**City of Polk City, Iowa

Permit # <u>2023 - 0822</u>
Application Fee\* <u>\$50</u>

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

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

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

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

#### **Contact Information:**

Contact Name & Title:  *(contact must be onsite for setup & teardown of event)  Jason Thran, Parks + Rec Director		
Contact Mailing Address:	PO Box 426, Polk City, IA 50226	
Contact Phone number:	515-329-8036 or 712-216-0967	
Contact Email Address:	othraen @ polkcity ia.gov	
Sponsor Organization: *(if applicable)	Polk City Parks & Rec. Go Polk City	

#### **Event Information:**

Name of Event:		Requested event location:	
	Fall Fest	,	Town Square
Event Date(s) & Time(s):	Saturday, Stph 30 3-7 pm	Event Setup & Teardown: (dates & times)	1-30-2023 12-3pm, Setup
Estimated Attendance:	1000	Number of Vehicles:	7- 10 pm, Tear Down
Will Event Fee Be Charged?	Y o(N)	Event Fee Amount: (if applicable)	_
Product Sales on Site:	Y N	Amplified sounds: (a noise waiver may be required)	Y of N
Tent and/or canopy:	Y o(N)  Qty	Inflatables: (valid State of Iowa permit required)	(Y) <sub>r</sub> N Qty5
Access to water:	Y o(N)	Access to electricity:	Y) N
Alcoholic Beverages: (must obtain Iowa Beverage Permit with outdoor services & area of alcohol must be fenced off)	Y o(N)	Portable Toilets: *(1 toilet for every 250 people est.)	Qty. 2
Street Closure:	Qty3	On Street Parking Closure:	(Y) <sub>or</sub> N Qty <u>4</u>

- 2 no St. from Broadway through Von Dorn > 12pm - 10pm

Event Description: (describe activities)

Fall Fest will include Krds activities on the square with inflatables and other activities taking place on 2nd st. and Van Dorn St. Farmers Market will also take place in the square.

Information about temporary structures: (stage, tables, inflatables, etc.; include location(s) on the site plan illustration)

Inflatables and games on 2nd St. closure. Vendor booths and activities spread throughout square. Hand washing Station, trash, and recycling throughout square as well. 2 portable forlets.

Barricades Required:

Oty. 15

Emergency Services: Yand

**Street or parking closures** require barricades/setup & removal by maintenance staff. Applicant will be billed at a rate of \$115/hour per staff person/equipment. \* fees waived for 501(c)(3) and block party requests

**Security Services** are available if the need is anticipated during the event.

Events serving alcohol will require Law Enforcement Officers to be on-site at each entrance/exit during said event and events interfering with non-participating vehicle traffic will require crowd/traffic control by a Law Enforcement Officer at each location. Applicant will be billed at a rate of \$40/hour per officer.

**Emergency Services** are available if the need is anticipated during the event.

Events requesting first aid stations will require a gator & stand-by staff at each location. Applicant will be billed at a rate of \$50/hour per staff personnel/equipment

Events requesting ambulance on site will require stand-by staff with equipment. Applicant will be billed at a rate of \$75/hour per for ambulance and \$23.22/hour per staff personnel

Events requesting firetruck protection on site will require stand-by staff with equipment. Applicant will be billed at a rate of \$300/hour for 4 personnel/equipment.

Additional Remarks:	

Applicant understands and agrees that by submitting this application to the City, applicant certifies the information provided is true and correct, and that false information may be grounds for denial of this application. In addition to the City's approval, applicant is responsible to obtain any additional permits or approvals required by State or Federal regulations applicable to the Special Event. Further, it is understood, that the activities at all times during the event shall comply with all City, State and Federal laws, ordinances and regulations. The City reserves the right to impose special guidelines and restrictions based on the nature of the proposed event and its attendant circumstances.

Signature and Title of Applicant:

Date: 8 / 22/ 2023

✓ If Provided

		_
	Site Plan Illustration	
N/A	Certificate of Insurance with City of Polk City named as certificate holder; general liability in the amount of \$2,000,000 per incident/\$3,000,000 aggregate	
<b>/</b>	Application fee plus any other applicable fees	

### OFFICIAL USE ONLY: Department an

tment approvals:			
Fire Chief:	_ Police Chief:	CMA-	
Public Works Dire	ector: Ci	ty Manager:	
Parks + Rec L	Director:	31	





### City of Polk City, Iowa

City Council Agenda Communication

Date:August 28, 2023 City Council MeetingTo:Mayor Steve Karsjen & City CouncilFrom:Chelsea Huisman, City Manager

**Subject:** US Cellular Amended Lease Agreement

**BACKGROUND:** For your review and consideration is a proposed amendment to US Cellular's lease agreement for storage of equipment on the water tower. The city currently has a lease agreement with US Cellular. This amendment is relatively minor, but US Cellular has requested access to fiber internet installed for their operations and needed access through an easement to that fiber optic line. The amended agreement does not extend the length of the lease agreement.

ALTERNATIVES: Do not approve the amendment

**FINANCIAL CONSIDERATIONS:** There are no financial considerations regarding this amended lease agreement.

**RECOMMENDATION:** It is my recommendation that the Council approve the amended lease agreement with US Cellular.

#### FIRST AMENDMENT TO WATER TANK & GROUND SPACE LEASE

This First Amendment to Water Tank & Ground Space Lease ("First Amendment"), made this \_\_\_\_\_\_ day of \_\_\_\_\_, 2023, modifies that certain Water Tank & Ground Space Lease dated January 1, 2001 (hereinafter, the "Lease") by and between The City of Polk City, Iowa, whose address is 112 3<sup>rd</sup> St, Polk City, Iowa, 50226 ("Lessor"), and USCOC of Greater Iowa, LLC, a Delaware limited liability company, as successor in interest to United States Cellular Operating Company-Des Moines, Attention: Real Estate Lease Administration, 8410 West Bryn Mawr Avenue, Chicago, Illinois, 60631 ("Lessee").

WHEREAS, pursuant to the Lease, Lessor has leased a portion of Lessor's Property, consisting of space on the Tower, sufficient Ground Space below, or adjacent to, the Tower to place its equipment building, and easements for ingress/egress and utilities as shown on the Site Plan/Legal Description attached as Exhibit A (collectively, the "Premises"). Lessee intends to locate its antenna on the Tower.

WHEREAS, Lessee wishes to additional easements to the Premises.

NOW, THEREFORE, in consideration of the terms of the Lease and this First Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee agree as follows:

- I. A new sub-section e, is added to—to the end of Lease Section 4, <u>Use of the</u> Premises:
  - Landlord hereby confers upon Tenant the following described nonexclusive easement appurtenant to the Premises, which shall be irrevocable for the duration hereof: The right to place and affix such lines, conduits, connections, devices, and equipment for the transmission, reception, encryption and translation of voice and data signals by means of radio frequency energy and landline carriage, including lines for signal carriage between the Ground Space and the Tower, as Tenant, in its sole discretion, deems necessary or desirable for the conduct of Tenant's business, subject to Landlord's prior consent to any significant changes which Tenant may from time to time propose to make to said equipment, which consent shall not unreasonably be withheld or delayed; the right to extend and connect utility lines between Tenant's Building and suitable utility company service connection points; the right to travel between the Premises and the public road over the Site and other routes which Landlord is entitled to use; and the rights to traverse other portions of the Site as is reasonably necessary to access, repair and maintain the Premises or otherwise to accomplish Tenant's purposes as contemplated herein.
- II. Lease Exhibit A is hereby deleted and replaced with attached Amendment Exhibit A-1.

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Except as amended herein, all other terms of the Lease remain unchanged

Site Number: 760543

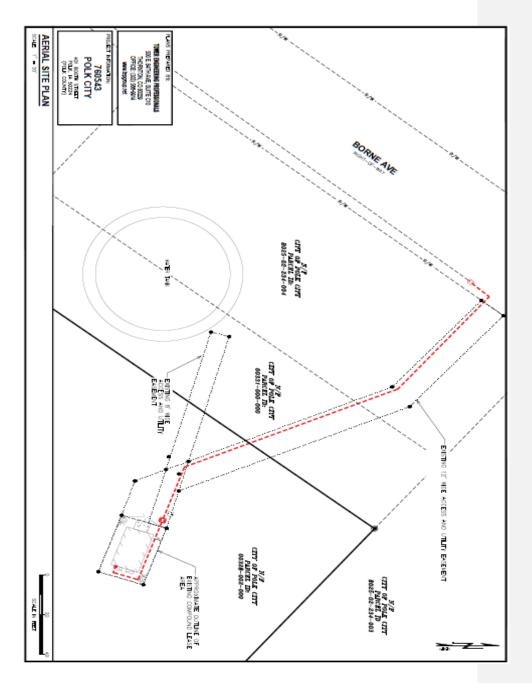
Site Name: Polk City

III.

[NOTARY PAGE TO FOLLOW]

Site Name: Polk City	Site Number: 760543
STATE OF IOWA	)
COUNTY OF SCOTT	)
nereby certify that	whose name is subscribed to the foregoing First d Space Lease, appeared before me this day in signed the said Amendment as his/her free and therein stated.  his day of
	Notary Public
	My commission expires
STATE OF ILLINOIS	
COUNTY OF COOK	) )
President for USCOC of Greater Iowa, name is subscribed to the foregoing Fi Lease, appeared before me this day in	LLC, known to me to be the same person whose rst Amendment to Water Tank & Ground Space a person and acknowledged that, pursuant to his dment as his/her free and voluntary act on behalf
Given under my hand and seal th	nis day of
	Notary Public
	My commission expires

EXHIBIT A-1



Page 5 of 7

#### EXHIBIT BA-1 (continued)

Site Plan/Legal Description of The Owned Premises

PARENT PARCEL: (PER POLK COUNTY GIS) NW 143.5 F LOT 5 BLK F WAHKONSA

USCC TOWER LEASEHOLD AREA: (AS SURVEYED)

PART OF LOT 5 BLOCK "F", WAHKONSA, LIBER 66 PAGE 354 AS RECORDED IN POLK COUNTY RECORDS AND BEING A PART OF SECTION 2, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5TH. PRINCIPAL MERIDIAN, POLK COUNTY, IOWA, DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF LOT 3 OF SAID BLOCK "F"; THENCE SOUTH 42°56'53" WEST A DISTANCE OF 34.18 FEET ALONG THE NORTHWESTERLY LINE OF SAID LOT 3 ALSO BEING THE SOUTHEASTERLY RIGHT-OF-WAY OF BOOTH STREET (50' WIDE/PUBLIC); THENCE SOUTH 43°04'44" EAST A DISTANCE OF 51.78 FEET; THENCE SOUTH 17°25'47" EAST A DISTANCE OF 104.79 FEET; THENCE SOUTH 67°12'02" EAST A DISTANCE OF 25.22 FEET TO THE POINT OF BEGINNING; THENCE NORTH 22°47'58" EAST A DISTANCE OF 10.60 FEET; THENCE SOUTH 68°24'14" EAST A DISTANCE OF 29.18 FEET; THENCE SOUTH 22°47'33" WEST A DISTANCE OF 21.82 FEET; THENCE NORTH 67°09'53" WEST A DISTANCE OF 29.18 FEET; THENCE NORTH 22°47'58" EAST A DISTANCE OF 10.60 FEET TO THE POINT OF BEGINNING. CONTAINING 627.53 SQUARE FEET OR 0.01 ACRES.

USCC 12' ACCESS EASEMENT: (AS SURVEYED)

A 12 FOOT WIDE EASEMENT OVER/UNDER AND ACROSS ALL THAT PART OF LOTS 3, 4 AND 5, BLOCK "F", WAHKONSA, LIBER 66 PAGE 354 AS RECORDED IN POLK COUNTY RECORDS AND BEING A PART OF SECTION 2, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5TH. PRINCIPAL MERIDIAN, POLK COUNTY, IOWA, HAVING A CENTERLINE DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 3; THENCE SOUTH 42°56'53" WEST A DISTANCE OF 34.18 FEET ALONG THE NORTHWESTERLY LINE OF SAID LOT 3 ALSO BEING THE SOUTHEASTERLY RIGHT-OF-WAY OF BOOTH STREET (50' WIDE/PUBLIC) TO THE POINT OF BEGINNING; THENCE SOUTH 43°04'44" EAST A DISTANCE OF 51.78 FEET; THENCE SOUTH 17°25'47" EAST A DISTANCE OF 104.79 FEET; THENCE SOUTH 67°12'02" EAST A DISTANCE OF 25.22 FEET TO THE A POINT ON THE NORTHWESTERLY LINE OF THE USCC LEASE AND THE POINT OF ENDING. THE SIDELINES OF SAID EASEMENT ARE LENGTHENED AND/OR SHORTENED TO BEGIN AT THE SOUTHEASTERLY RIGHT-OF-WAY OF BOOTH STREET AND TERMINATE AT THE NORTHWESTERLY LINE OF THE USCC LEASE AREA. CONTAINING 2,167.57 SQUARE FEET OR 0.05 ACRES.

#### EXHIBIT A-1 (continued)

USCC 8' UTILITY EASEMENT: (AS SURVEYED)

A 8 FOOT WIDE EASEMENT OVER/UNDER AND ACROSS ALL THAT PART OF LOTS 3, 4 AND 5, BLOCK "F", WAHKONSA, LIBER 66 PAGE 354 AS RECORDED IN POLK COUNTY RECORDS AND BEING A PART OF SECTION 2, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5TH. PRINCIPAL MERIDIAN, POLK COUNTY, IOWA, HAVING A CENTERLINE DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 3; THENCE SOUTH 42°56'53" WEST A DISTANCE OF 34.18 FEET ALONG THE NORTHWESTERLY LINE OF SAID LOT 3 ALSO BEING THE SOUTHEASTERLY RIGHT-OF-WAY OF BOOTH STREET (50' WIDE/PUBLIC); THENCE SOUTH 43°04'44" EAST A DISTANCE OF 51.78 FEET; THENCE SOUTH 17°25'47" EAST A DISTANCE OF 104.79 FEET; THENCE SOUTH 67°12'02" EAST A DISTANCE OF 25.22 FEET TO A POINT ON THE NORTHWESTERLY LINE OF THE USCC LEASE; THENCE NORTH 22°47'58" EAST ALONG SAID LEASE LINE A DISTANCE OF 6.59 FEET TO THE POINT OF BEGINNING; THENCE NORTH 70°02'39" WEST A DISTANCE OF 99.00 FEET TO THE POINT OF TERMINATION. THE SIDELINES OF SAID EASEMENT ARE LENGTHENED AND/OR SHORTENED TO BEGIN AT THE NORTHWESTERLY LINE OF THE USCC LEASE AREA. CONTAINING 780.87 SQUARE FEET OR 0.018 ACRES.



### **Polk City Police Department**

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

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

Service Integrity Respect Quality

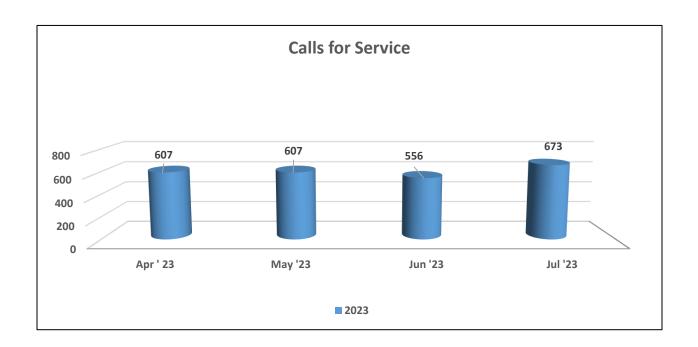
To: Honorable Mayor and Council Members

From: Lieutenant Aswegan Date: August 14th, 2023

Re: July 2023 Monthly Report

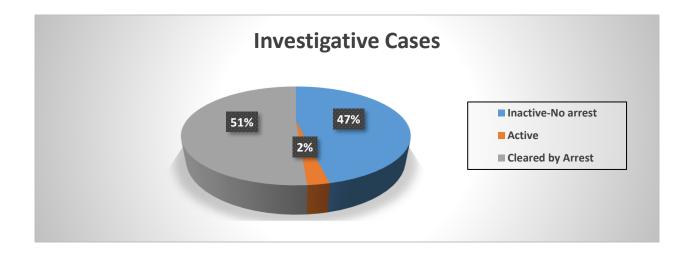
### **Calls for Service**

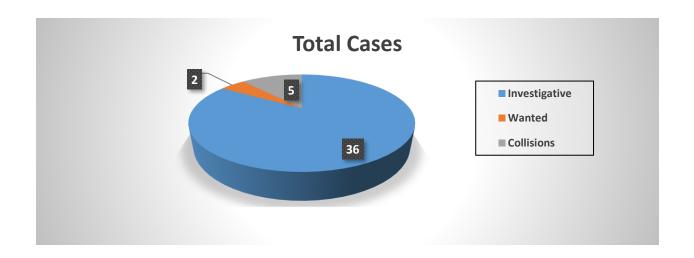
The total calls for service for the month of July were **673.** This includes response to citizen complaints/reports, assists, self-initiated activities such as traffic stops, building checks, suspicious persons, and case follow up. Among these calls for service Polk City Officers conducted **212** traffic stops.



### **Cases Made**

The Police Department had **43** total cases during the month of July. **36** of the cases were investigative incident reports and **5** were for a vehicle collision and **2** for wanted persons. There is **1** active investigation this month. There was a **51%** rate of cases cleared by arrest, for investigative cases in July.





### **Arrests Made**

The Police Department made **29** arrests and issued **56** citations and **201** warnings. The arrests consisted of **17** driving related offenses, **5** drug related offenses, and **1** for Assault, **6** for miscellaneous offenses which included harassment, outstanding warrants, false identification, and disorderly conduct.



### **Notable Incidents**

### **23-0253**

On July 11<sup>th</sup> at about 10:00 am, a Polk City Officer stopped a vehicle for not having license plates displayed on the vehicle. The driver and the two passengers were found to have outstanding warrants for their arrest. They were all arrested on the outstanding warrants. The driver was additionally charged with Driving While License Suspended. One of the passengers was found to have drug paraphernalia and was charged with Possession of Drug Paraphernalia. They were all booked into the Polk County Jail.

### 23-0242

On July 5, 2023, at about 1:30 am a Polk City Officer stopped a vehicle for speeding. The officer smelled marijuana coming from the car and the driver showed signs of being under the influence. An investigation revealed the driver had smoked marijuana just before driving. Field sobriety testing showed he was impaired. He was arrested and charged with Operating While Intoxicated. He was found to have drug paraphernalia on him and was additionally charged with Possession of Drug Paraphernalia. He was booked into the Polk County Jail.

### 23-0277

On July 31<sup>st</sup> at about 12:30 pm a Polk City Police Officer stopped a vehicle for being unable to maintain its lane. An investigation revealed the driver was intoxicated by alcohol. The driver, a 42-year-old Ottumwa man, was arrested and charged with Operating While Intoxicated. He was booked into the Polk County Jail.

### **In-Service Training**

Officers conducted annual firearms qualification in July. During this annual qualification, officers qualify to Iowa Law Enforcement Academy (ILEA) standards on their pistol, rifle and shotgun. The department maintains a staff of qualified firearms instructors who manage the firearms training and qualification program.

Aicher 36
Delaney 12
Blaha-Polson 3
Sherman 20
Whipple 4
Garrison 9

Aswegan 2

**Total Training Hours: 86** 

### **Officer Training**

Officer Aicher attended Advanced Roadside Impaired Driving Enforcement (ARIDE) training on July 10<sup>th</sup> and 11<sup>th</sup> at the Des Moines Police Academy. Officer Aicher is the 3<sup>rd</sup> member of the department to be trained in advanced techniques of detecting impaired drivers. Officers Delaney and Whipple will be attending this training in August.

Sergeant Sherman attended and successfully completed Taser Instructor Course on July 11<sup>th</sup>. In addition to his other duties, Sgt Sherman will now manage the department's Taser inventory and training program for the department.

Officer Garrison continued his field training program on the night shift. He was trained and certified on the Taser in July as well. He will be completing the field training program in August and will go to Hawkeye Regional Academy of the Iowa Law Enforcement Academy on August 14<sup>th</sup>. After graduating, he will be assigned to the patrol division.

### **K9 Program**

Polk City PD K9 Team, Officer Aicher and Eudoris, logged 16 hours of training in July. Training was conducted on various tasks including tracking and narcotics detection.



### **Community Outreach**

July was a very busy and successful month for not only the Polk City Police Department, but the city as a whole. On July 14<sup>th</sup> and 15<sup>th</sup> Polk City Officers helped to ensure Four Seasons Festival was a safe and successful event. Then on July 26<sup>th</sup>, Polk City Police Officers worked to ensure RAGBRAI was safe and enjoyable for all the visitors. It was an extremely hot day for all, especially for officers in their gear. Officer's had fun nonetheless, and we were all happy when the day was brought to a successful end.













### City of Polk City, Iowa

City Council Agenda Communication

Date: August 28, 2023 City Council Meeting
 To: Mayor Steve Karsjen & City Council
 From: Chelsea Huisman, City Manager

**Subject:** Amended Retainer Agreement with PFM Financial

**BACKGROUND:** For your review and consideration on Monday evening is an amended retainer agreement between the City of Polk City and PFM. The city currently pays a retainer of \$7,500 for PFM to provide valuation estimates, capital planning services and enterprise rate analysis. The city paid the retainer agreement of \$7,500 in July, the new amount will not be billed until July 2024, so this does not impact this year's budget. I have requested assistance from PFM regarding the financial impacts of House File 718. PFM has proposed amending the retainer agreement to provide that analysis for Polk City. The new retainer agreement will be in the amount of \$14,500.

ALTERNATIVES: Do not approve the amended retainer agreement

FINANCIAL CONSIDERATIONS: Additional \$7,000

**RECOMMENDATION:** It is my recommendation that the Council approve the amended agreement with PFM to review HF718.



Ms. Chelsea Huisman City Manager City of Polk City 112 3<sup>rd</sup> Street Polk City, IA 50226

Dear Ms. Huisman,

The purpose of this letter (this "Engagement Letter") is to confirm our agreement that PFM Financial Advisors LLC ("PFM") will act as financial planning consultant and municipal advisor to the City of Polk City, lowa (the "Client"). PFM will provide, upon request of the Client, financial planning services, development of planning models, as applicable and set forth in <a href="Exhibit A">Exhibit A</a> to this Engagement Letter. Most tasks requested by Client will not require all services provided for in <a href="Exhibit A">Exhibit A</a> and as such the specific scope of services for such task shall be limited to just those services required to complete the task.

PFM is a registered municipal advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. As of the date of this letter, Client has not designated PFM as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"). Client agrees not to represent that PFM is Client's IRMA with respect to any aspect of a municipal securities issuance or municipal financial product, without PFM's prior written consent.

MSRB Rule G-42 requires that municipal advisors make written disclosures to its Clients of all material conflicts of interest and certain legal or disciplinary events. Such disclosures are provided in PFM's Disclosure Statement delivered to Client together with this agreement.

PFM's services will commence as soon as practicable after the receipt of this Engagement Letter by the Client and a request by the Client for such service. Any material changes in or additions to the scope of services described in <a href="Exhibit A">Exhibit A</a> shall be promptly reflected in a written supplement or amendment to this Engagement Letter. Services provided by PFM which are not included in the scope of services set forth in <a href="Exhibit A">Exhibit A</a> of this agreement shall be completed as agreed in writing in advance between the Client and PFM. Upon request of Client, PFM or an affiliate of PFM may agree to additional services to be provided by PFM or an affiliate of PFM, by a separate agreement between the Client and PFM or its respective affiliate.

For the services described in <u>Exhibit A</u>, PFM's professional fees will be paid as provided in <u>Exhibit B</u>. In addition to fees for services, PFM will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses, as outlined in <u>Exhibit B</u>, which are incurred by PFM. Upon request of Client, documentation of such expenses will be provided.

This Engagement Letter shall remain in effect unless canceled in writing by either party upon thirty (30) days written notice to the other party. PFM shall not assign any interest in this Engagement Letter or subcontract any of the work performed under this Engagement Letter without the prior written consent of the Client; provided that upon notice to Client, PFM may assign this Engagement Letter or any interests hereunder to a municipal advisor entity registered with the SEC that directly or indirectly controls, is controlled by, or is under common control with, PFM.

All information, data, reports, and records ("Data") in the possession of the Client or any third party necessary for carrying out any services to be performed under this Engagement Letter shall be furnished to PFM and the Client shall, and shall cause its agent(s) to, cooperate with PFM in its conduct of reasonable due diligence in performing the services. To the extent Client requests



801 Grand Suite 3300 Des Moines, IA 50309 515.243.2600

pfm.com



that PFM provide advice with regard to any recommendation made by a third party, Client will provide to PFM written direction to do so as well as any Data it has received from such third party relating to its recommendation. Client acknowledges and agrees that while PFM is relying on the Data in connection with its provision of the services under this agreement, PFM makes no representation with respect to and shall not be responsible for the accuracy or completeness of such Data.

All notices given under this Engagement Letter will be in writing, sent by email or registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the addresses on the first page of this Engagement Letter.

All materials, except functioning or dynamic financial models, prepared by PFM pursuant exclusively to this Engagement Letter will be the property of the Client. Subject to the preceding exception, upon termination of this Engagement Letter, PFM will deliver to the Client copies of any and all material pertaining to this Engagement Letter.

The Des Moines office of PFM will provide the services set forth in this Engagement Letter. PFM may, from time to time, supplement or otherwise amend team members. The Client has the right to request, for any reason, PFM to replace any member of the advisory staff. Should the Client make such a request, PFM will promptly suggest a substitute for approval by the Client.

PFM will maintain insurance coverage with policy limits not less than as stated in <a href="Except"><u>Except to the extent caused by willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties under this Engagement Letter on the part of PFM or any of its associated persons, neither PFM nor any of its associated persons shall have liability to any person for any act or omission in connection with performance of its services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other financial product or investment, or for any financial or other damages resulting from Client's election to act or not to act, as the case may be, contrary to or, absent negligence on the part of PFM or any of its associated persons, upon any advice or recommendation provided by PFM to Client.</u>

PFM, its employees, officers and representatives at all times will be independent contractors and will not be deemed to be employees, agents, partners, servants and/or joint venturers of Client by virtue of this Engagement Letter or any actions or services rendered under this Engagement Letter.

This Engagement Letter represents the entire agreement between Client and PFM and may not be amended or modified except in writing signed by PFM.

Please have an authorized official of the Client acknowledge receipt of this Engagement Letter and respond to us to acknowledge the terms of this engagement.

Sincerely,

PFM FINANCIAL ADVISORS LLC

Susanne Gerlach Managing Director Matthew Stoffel

Senior Managing Consultant



### EXHIBIT A SCOPE OF SERVICES

PFM shall provide, upon request of Client, municipal advisory services related to the financial planning and development of planning models, examples of which, not intended to be exclusive, are set forth as follows:

- Review of Client's audited financial statements.
- Review current and projected financial status and capacity of Client.
- Identification and determination of Client's existing taxable valuation.
- Review current debt structure, identifying strengths and weaknesses of structure so
  that future debt issues can be designed to optimize ability to finance future capital
  needs.
  - This will include, but is not limited to, reviewing existing debt for the possibility of refunding that debt to provide Client with savings.
- Review capital improvement plan and review funding sources for the capital projects.
- Development and preparation of several financial and capital planning models:
  - 100% Assessed Valuation and Taxable Valuation Analysis model
  - Senate File 295 Valuation projection model
  - HF 718 impact analysis
  - Debt Service Tax Analysis planning model
  - General Obligation Debt Capacity planning model
  - o Tax Increment Urban Renewal Plan cashflow models
  - Sewer Enterprise Fund financial and capital planning model
  - Water Enterprise Fund financial and capital planning model
  - Local Option Sales Tax (LOST) Fund financial and capital planning model
- Assist Client with annual TIF certification and preparation of the annual TIF report.
- Develop financial options analyses (using financial and capital planning models listed above):
  - Analysis of the existing financial arrangements
  - Analyze debt capacity
  - Identify and analyze financing alternatives and debt structuring options
  - Develop scenarios
  - Analyze and compare to objectives/constraints
  - Evaluation of alternative security structures
  - Evaluation of alternative funding and financing approaches
  - Sensitivity analysis



- Assist Client with the development of Client's financial plan by assessing capital needs, identifying potential revenue sources, analyze financing alternatives such as pay-as-you-go, lease/purchasing, short-term vs. long-term financings, assessments, user fees, impact fees, developer contributions, public/private projects, and grants and provide analysis of each alternative as required as to the budgetary and financial impact.
- Develop preliminary financial plan objectives:
  - o Review and revise with staff
  - Presentation and review with City Council
  - Assist with financial plan review and approval (as appropriate)
- Attend meetings with Client's staff, consultants and other professionals.
- Assist Client in preparing financial presentations for public hearings and/or referendums.



### EXHIBIT B COMPENSATION FOR SERVICES

#### 1. Rate and Revenue Sufficiency Study

For financial planning services and development of planning models, PFM shall receive an annual fee in the amount of \$14,500 ("Retainer"), payable upon invoice. The Retainer assumes the scope of services outlined in <a href="Exhibit A">Exhibit A</a> can be completed within 65 hours. The Retainer shall be reviewed and revised upon mutual agreement.

#### 2. Hourly Project Fees (Non-Transaction Related)

In the event the Client requests that PFM perform significant special projects, not related to the Scope of Services outlined in <a href="Exhibit A">Exhibit A</a>, fees will be negotiated in advance of the project. Fees will be generally based upon the following hourly rates for the indicated levels of experience or their equivalents.

Experience Level	Hourly Rate
Managing Director	\$350.00
Director	\$300.00
Senior Managing Consultant	\$250.00
Senior Analyst	\$200.00
Analyst	\$175.00
Associate	\$125.00

#### 3. Reimbursable Expenses

In addition to fees for services, PFM will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, printing, telephone, postage and other ordinary costs which are incurred by PFM. Appropriate documentation can be provided.



### EXHIBIT C INSURANCE STATEMENT

PFM Financial Advisors LLC ("PFM") has a complete insurance program, including property, casualty, comprehensive general liability, automobile liability and workers compensation. PFM maintains professional liability and fidelity bond coverages which total \$35 million and \$10 million, respectively. PFM also carries a \$10 million cyber liability policy.

Our Professional Liability policy is a "claims made" policy and our General Liability policy claims would be made by occurrence.

#### 1. Deductibles/SIR:

Automobile \$250 comprehensive & \$500 collision Cyber Liability \$50,000 General Liability \$0 Professional Liability (E&O) \$1,000,000 Financial Institution Bond \$75,000

#### 2. Insurance Company & AM Best Rating

Professional Liability (E&O)	Endurance American Specialty Insurance; (A+; XV)
	XL Specialty Insurance Company; (A; XV)
	Continental Casualty Company; (A; XV)
	Starr Indemnity & Liability Company; (A; XIV)
Financial Institution Bond	Federal Insurance Company; (A++; XV)
Cyber Liability	Indian Harbor Insurance Company (A; XV)
General Liability	Great Northern Insurance Company; (A++; XV)
	Federal Insurance Company; (A++; XV)
Excess /Umbrella Liability	Federal Insurance Company; (A++; XV)
Workers Compensation &	
Employers Liability	Great Northern Insurance Company; (A++; XV)



### MEMO RE: CITY HALL & FIRE DEPT. PROJECT UPDATES

DATE	Wednesday, August 23, 2023
DESCRIPTION	Project Status Updates
COMMENTS	

To whom it may concern:

This memo is to serve as a message to inform the City of Polk City Mayor, Council and City Staff on the progress of Construction for both the new City Hall project, as well as the Fire Department Renovation project.

#### **Fire Department Renovation**

The renovation of the existing Fire Department / Community Center has been ongoing for approximately 8 months, with about 3 months left in its specified contract. This project was to be completed in two phases, the first of which includes the upper level, and the second which includes the main level. To date, the first phase is nearly complete.

Compared to the contractor's original schedule, the status of the project appears to be approximately 2 months behind schedule. Most recently, the substantial completion date for the Phase 1 work has been delayed approximately a month. The Phase 1 scope of work includes a minimal amount of work as compared to Phase 2, so there is concern amongst the City and Design team that the project may not be completed on schedule.

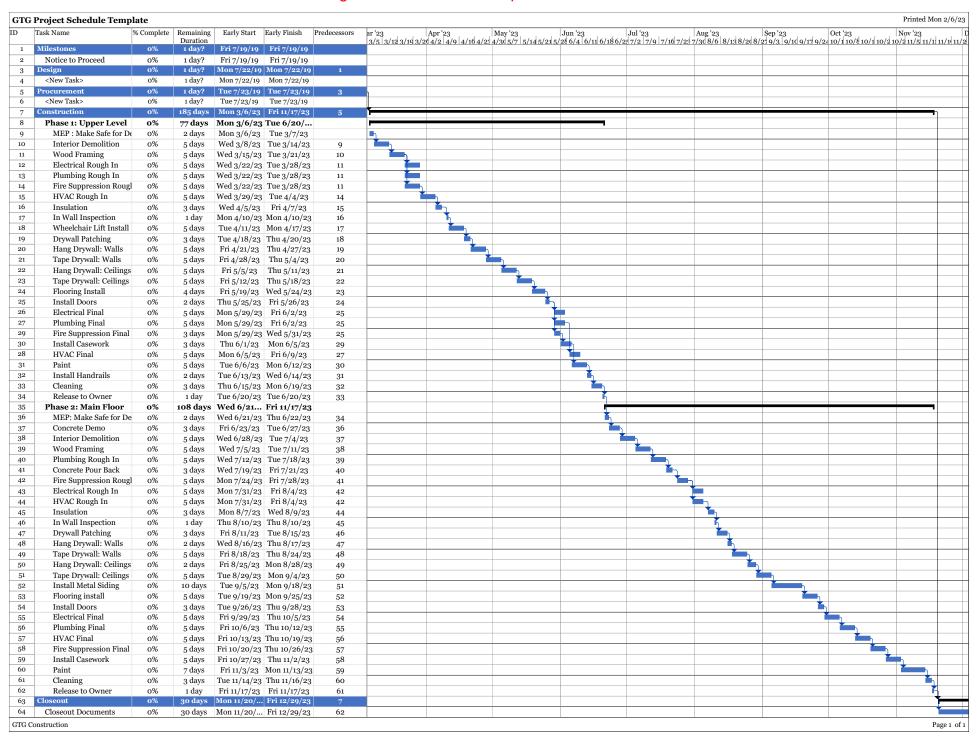
#### **New City Hall**

The New City Hall project has been in construction for about 5 months. According to recent Pay Applications, material procurement and completed construction indicate the project is approximately 7% complete. To date, work that has been completed on-site includes utility work such as underground stormwater detention, water main connection, storm sewer connection as well as the beginnings of excavations for the west and north building foundations.

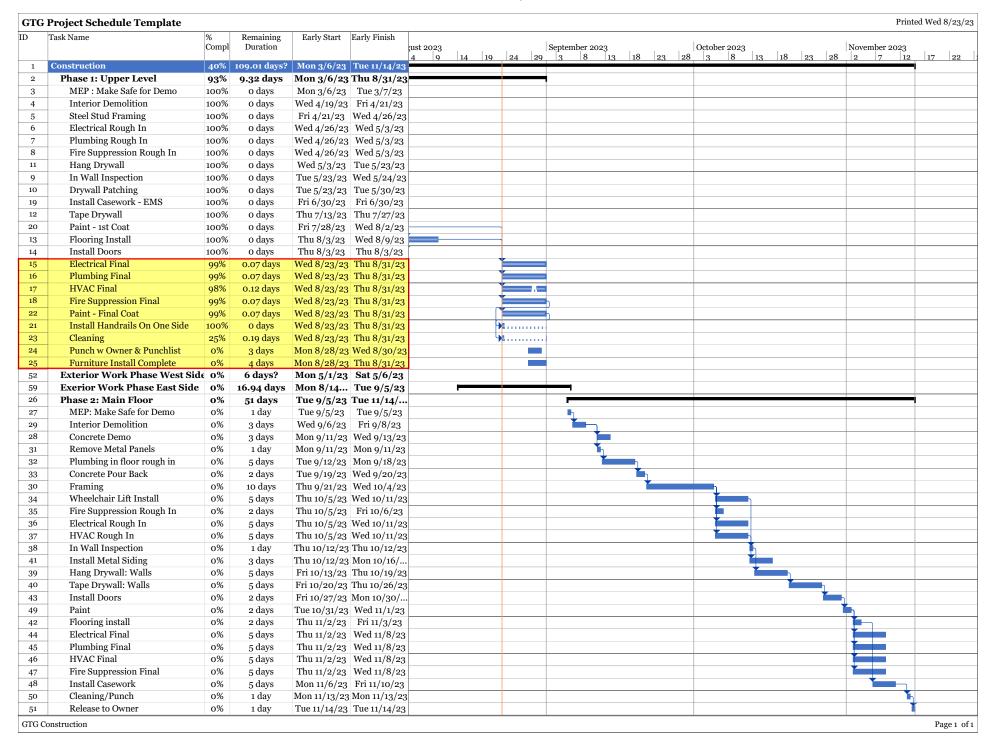
Compared to the contractor's original schedule, the status of the project appears to be approximately 2 months behind schedule. At a recent progress meeting, the Contractor stated that there may be an additional 2 week delay coming up at the end of September due to a delay in receiving the delivery of steel framing items. It appears the Contractor is working diligently to adjust their schedule to provide other work to be completed in this time that wasn't originally planned as they await the steel framing. The latest schedule indicates the Contractor plans to be Substantially Completed with the project by April 4, 2024 for the City to take Occupancy by May 15, 2024. The originally specified date of Substantial Completion was May 10, 2024.

WRITTEN BY	Cory W. Sharp, AIA
CODIES TO	FEH DESIGN
COPIES TO	City of Polk City
ATTACHMENTS	- Original & Current Fire Department Renovation Schedule
	- Original & Current City Hall Construction Schedule

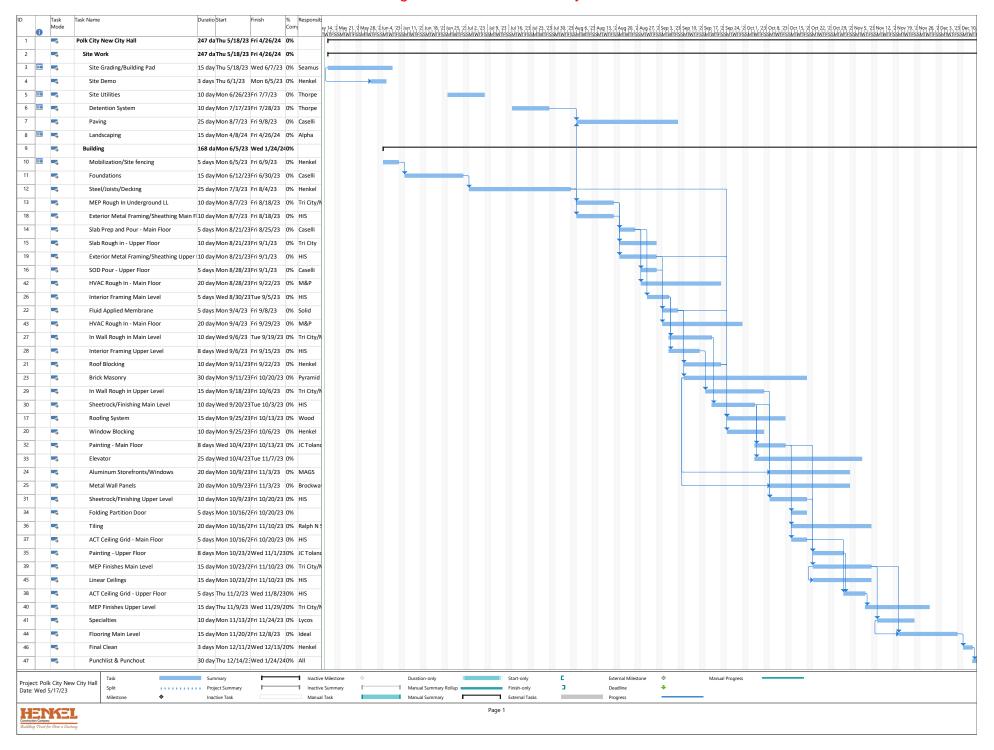
#### Original Schedule - Fire Department Renovation



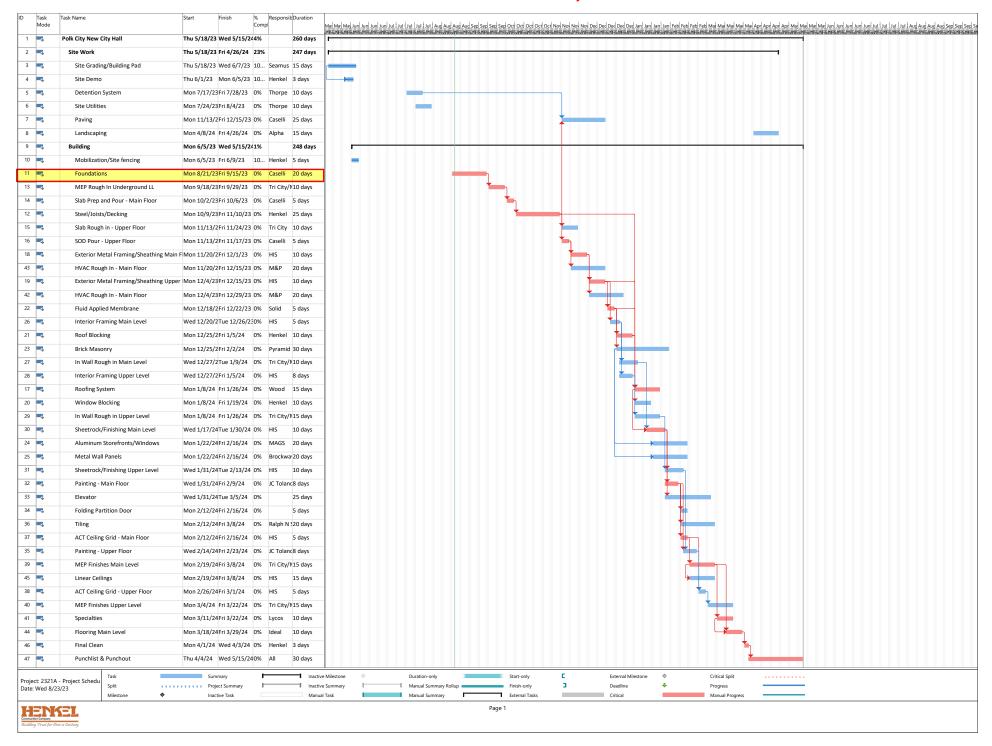
#### **Current Schedule - Fire Department Renovation**



#### Original Schedule - New City Hall



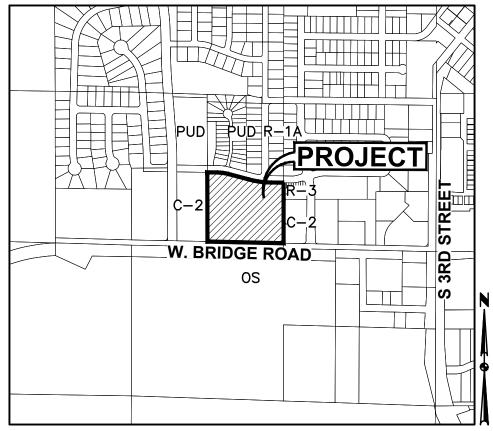
#### Current Schedule - New City Hall



# LAKESIDE FELLOWSHIP CLASSROOM ADDITION

### VICINITY MAP

NOT TO SCALE



### POLK CITY, IOWA

### OWNER / APPLICANT

LAKESIDE FELLOWSHIP CHURCH PO BOX 188 POLK CITY, IA 50226 PH: (515) 984-6910

### **ENGINEER**

CIVIL DESIGN ADVANTAGE 4121 NW URBANDALE DRIVE URBANDALE, IA 50322 CONTACT: ERIN OLLENDIKE EMAIL: ERINO@CDA-ENG.COM PH. (515) 369-4400

### SURVEYOR

CIVIL DESIGN ADVANTAGE, LLC 4121 NW URBANDALE DRIVE URBANDALE, IA 50322 CONTACT: CHARLIE MCGLOTHLEN EMAIL: CHARLIEM@CDA-ENG.COM PH. (515) 369-4400

### **ARCHITECT**

STUDIO MELEE CONTACT: CURTIS EHLER 820 FIRST STREET, SUITE 220 WEST DES MOINES, IOWA 50265 PH: (515) 314-9852

### DATE OF SURVEY

06/14/2023

### **BENCHMARKS**

BM#1 BURY BOLT ON HYDRANT NE CORNER OF TYLER STREET AND WEST BRIDGE ROAD. ELEVATION=944.07

BM#2 BURY BOLT ON HYDRANT NE CORNER OF PARKER BLVD AND WEST BRIDGE ROAD. ELEVATION=904.04

### SUBMITTAL DATES

07/26/2023 FIRST SUBMITTAL: SECOND SUBMITTAL: 08/11/2023 THIRD SUBMITTAL: 08/17/2023

### LEGAL DESCRIPTION

LOT 1, LAKEWOODS PLAT 1, AN OFFICIAL PLAT IN THE CITY OF POLK CITY.

THE PROPERTY CONTAINS 8.50 ACRES (370,231 SQUARE FEET) AND IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

### **ZONING**

C-2 COMMERCIAL DISTRICT

### PROJECT SITE ADDRESS

1121 W BRIDGE ROAD

### **DEVELOPMENT SUMMARY**

8.50 ACRES (370,231 SF)

**BUILDING SETBACKS** FRONT

= 25' = 35'

### SITE DATA

PRIMARY USE OF SITE: CHURCH

AREA: 8.50 ACRES (370,231 SF)

**BUILDING SETBACKS** 

FRONT = 25'REAR = 35'

OPEN SPACE SITE AREA

OPEN SPACE REQUIRED OPEN SPACE PROVIDED

**PARKING** 

PARKING REQUIRED:

WORSHIP SPACE (1 SPACE / 80 SF) + 1 SPACE / 2 EMPLOYEES

= 73 SPACES (5,775 SF)= 3 SPACES (6 EMPLOYEES)

ACCESSIBLE PARKING REQUIRED:

= 6 SPACES 7 SPACES PROVIDED

TOTAL REQUIRED TOTAL PROVIDED (PAVED) = 76 SPACES = 181 SPACES

= 370,231 SF

= 55.535 SF (15%)

= 203,049 SF (55%)

**BUILDING INFORMATION** 

NUMBER OF STORIES SQUARE FOOTAGE (PHASE 2) WORSHIP AREA (PHASE 1)

= 6,200 SF

CLASSROOM SPACE (PHASE 2) OFFICE SPACE (PHASE 1)

**UTILITY WARNING** 

= 8,991 SF

= 3,780 SF (5 CLASSROOMS) CLASSROOM SPACE (PHASE 1) = 3,250 SF (5 CLASSROOMS) = 880 SF (4 OFFICES)

# POLK CITY, IOWA

INDEX OF SHEETS

DESCRIPTION

COVER SHEET

DEMOLITION PLAN

GRADING PLAN

DIMENSION PLAN

UTILITY PLAN

EROSION AND SEDIMENT CONTROL PLAN

LANDSCAPE PLAN

### GENERAL LEGEND

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

STORM SEWER STORM SERVICE WATERMAIN WITH SIZE WATER SERVICE SAWCUT (FULL DEPTH) SILT FENCE USE AS CONSTRUCTED FINISH GRADE AT HYDRANT FINISH FLOOR ELEVATION TOP OF WALL FINISHED GRADE AT WALL DOWNSPOUT LOCATION TOP OF CURB

FORM GRADE

1-800-292-8989

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—— st —— st ——

\_\_\_\_

(U.A.C.)

(F.G.H.)

FFE

BW

(DS)

SANITARY MANHOLE WATER VALVE BOX FIRE HYDRANT WATER CURB STOP STORM SEWER MANHOLE STORM SEWER SINGLE INTAKE STORM SEWER DOUBLE INTAKE FLARED END SECTION  $\mathbb{R}\mathbb{D}$ ROOF DRAIN / DOWNSPOUT DECIDUOUS TREE CONIFEROUS TREE **DECIDUOUS SHRUB** CONIFEROUS SHRUB Link ELECTRIC POWER POLE  $\Rightarrow$ GUY ANCHOR STREET LIGHT POWER POLE W/ TRANSFORMER UTILITY POLE W/ LIGHT ELECTRIC BOX ELECTRIC TRANSFORMER ELECTRIC MANHOLE OR VAULT TRAFFIC SIGN TELEPHONE JUNCTION BOX TELEPHONE MANHOLE/VAULT TELEPHONE POLE GAS VALVE BOX CABLE TV JUNCTION BOX CABLE TV MANHOLE/VAULT MAIL BOX BENCHMARK SOIL BORING UNDERGROUND TV CABLE \_\_\_\_ \_ TV\_\_ \_ \_ GAS MAIN FIBER OPTIC ——— FO— — —— UNDERGROUND TELEPHONE OVERHEAD ELECTRIC UNDERGROUND ELECTRIC  $-\!-\!-\!-\!-\!-\!-\!-\!-$ FIELD TILE SANITARY SEWER W/ SIZE -----8''S -----STORM SEWER W/ SIZE

**EXISTING** 

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

\_\_\_\_\_8''W \_\_\_\_\_

WATER MAIN W/ SIZE

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

THE 2023 EDITION OF SUDAS STANDARD SPECIFICATIONS. AND ALL CITY SUPPLEMENTALS, IF APPLICABLE, SHALL APPLY TO ALL WORK ON THIS PROJECT UNLESS OTHERWISE NOTED.

THIS DESIGN SPECIFICALLY PREPARED FOR USE AT THE LOCATION SHOWN. USE IN ANY OTHER MANNER EXCEEDS THE INTENDED PURPOSE OF THESE DRAWINGS AND ANY ACCOMPANYING SPECIFICATIONS.



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS 🙍 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023 PAGES OR SHEETS COVERED BY THIS SEAL: SHEETS 1-7

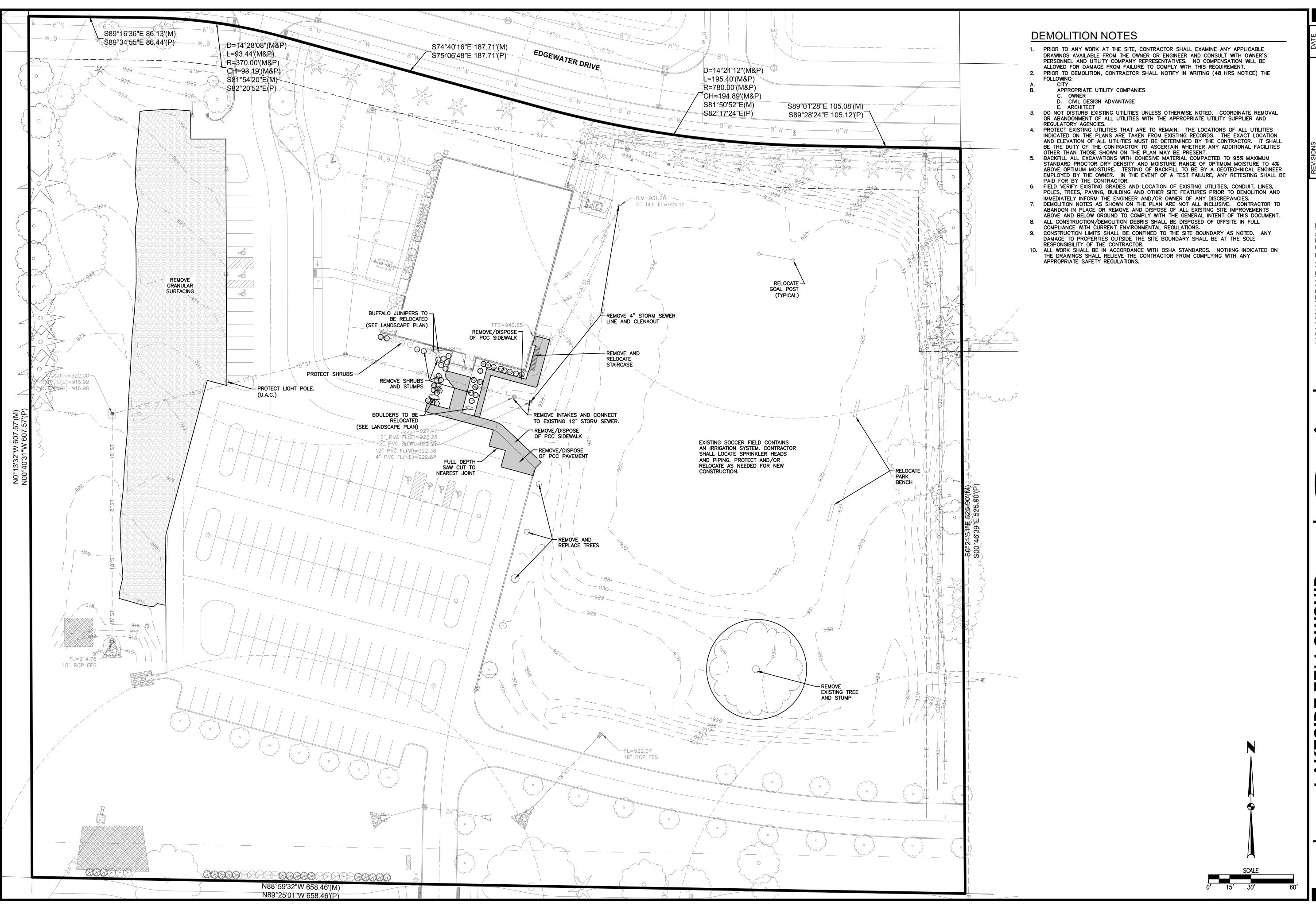
ANY UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY AND RECORDS OBTAINED BY THIS SURVEYOR. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL THE UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT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

### **CONSTRUCTION SCHEDULE**

ANTICIPATED START DATE = FALL 2023 ANTICIPATED FINISH DATE = SUMMER 2024

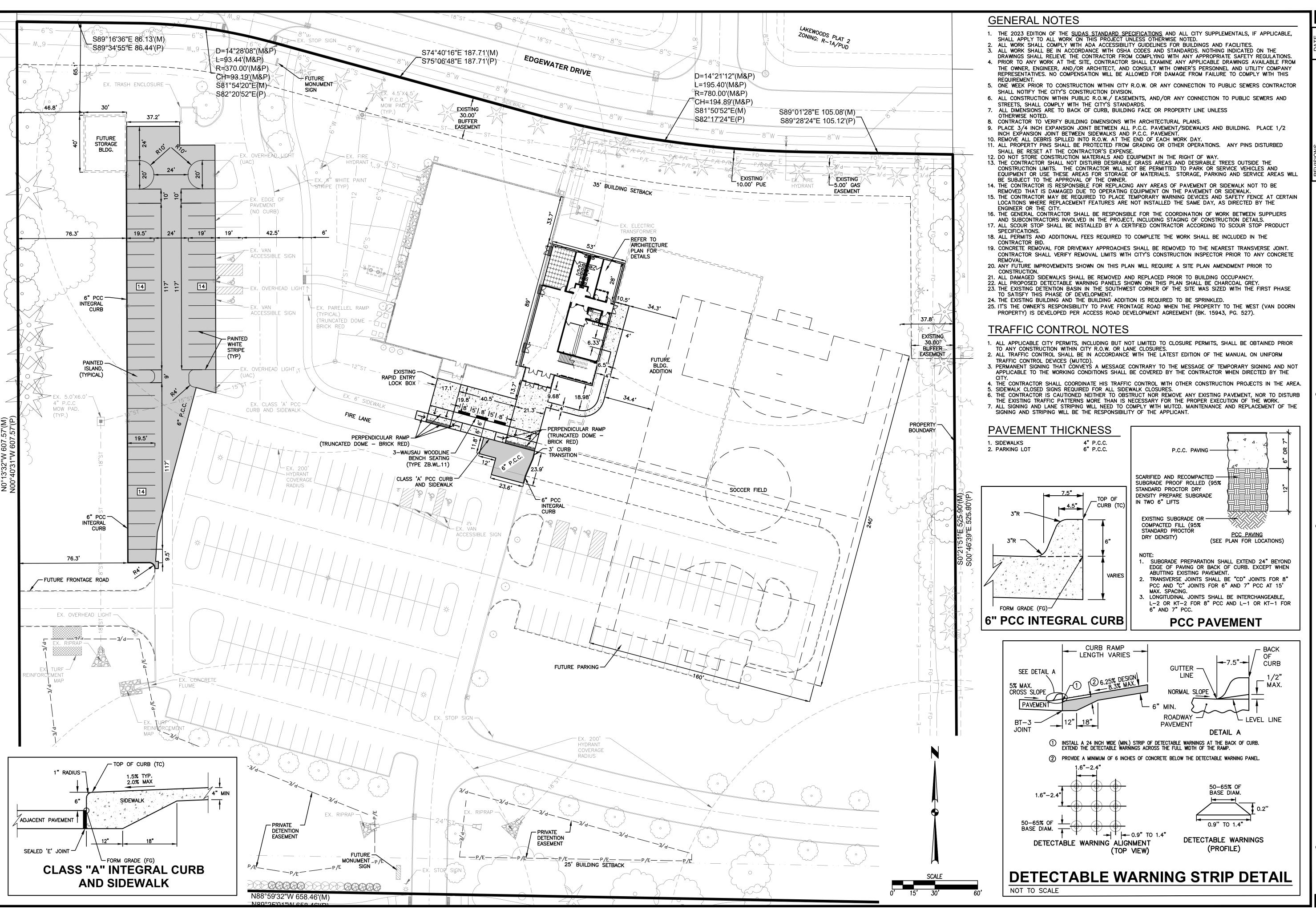


4121 NW URBANDALE DRIVE, URBANDALE, IA 50322 PH: (515) 369-4400



21 NW URBAND URBANDALE, I PHONE: (515)

LAKESIDE FELLOWSHIP CLASSROOM ADDITION DEMOLITION PLAN

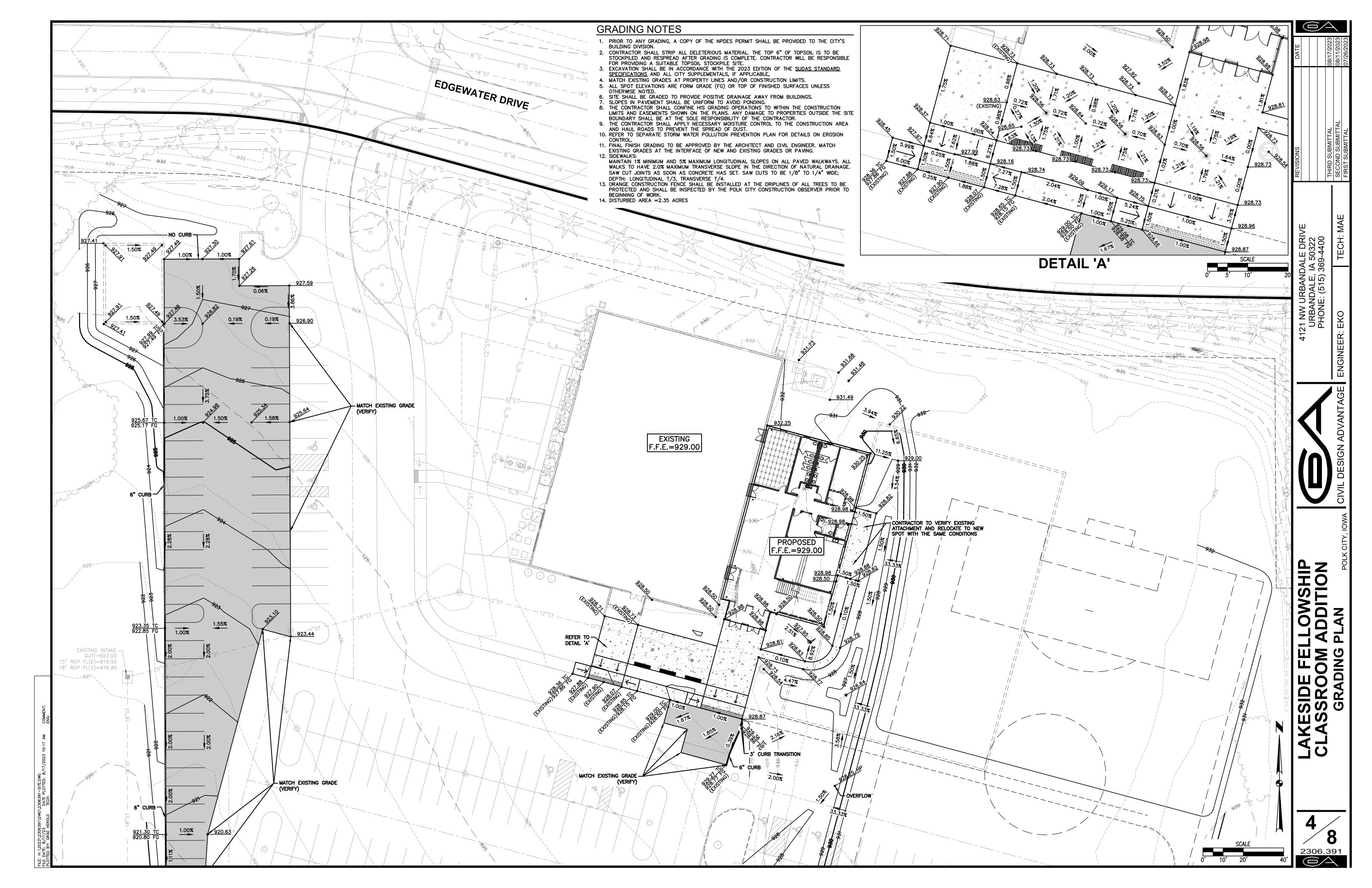


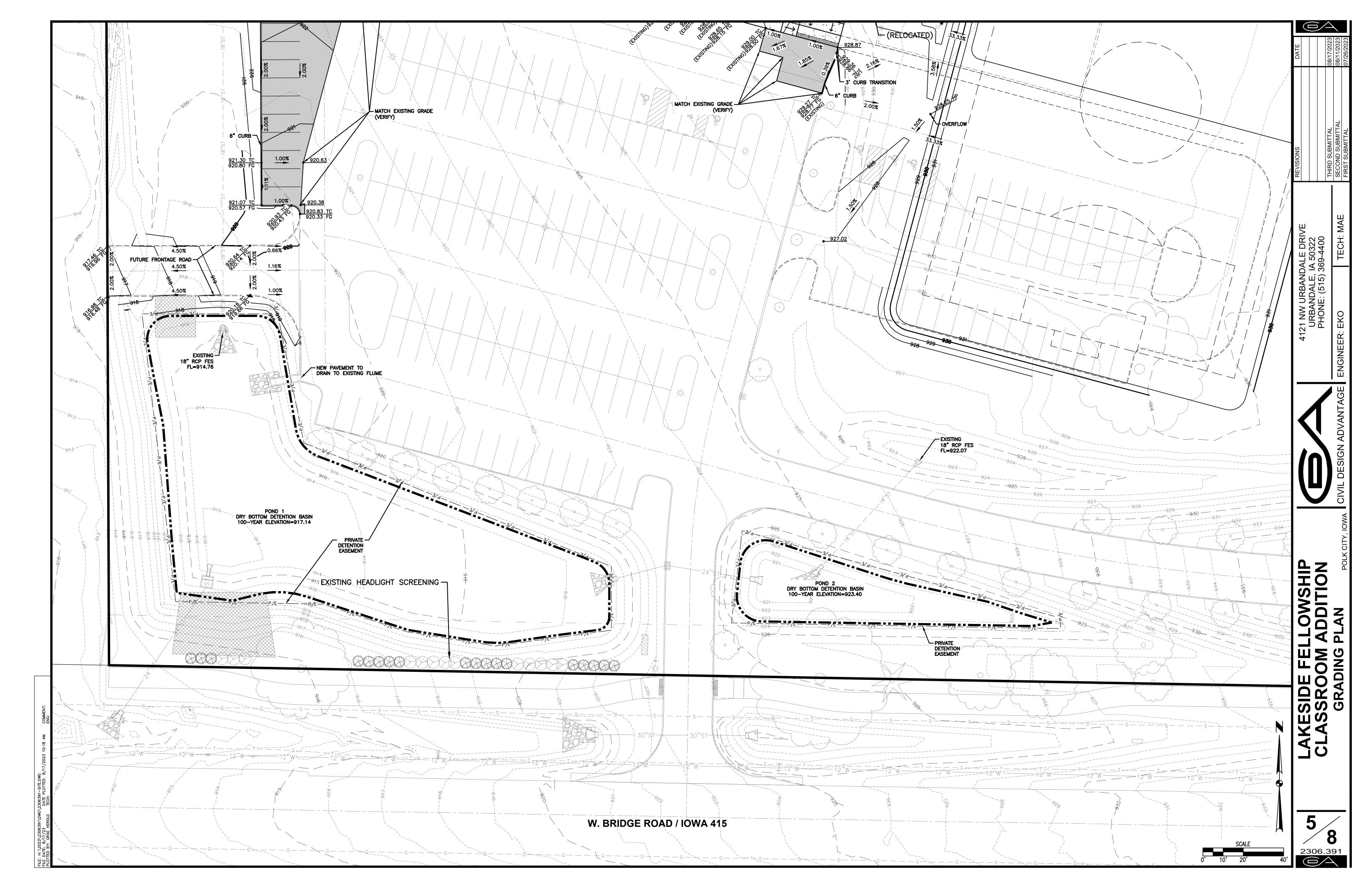
DALE IA 503 369-4 SBA SAL (51

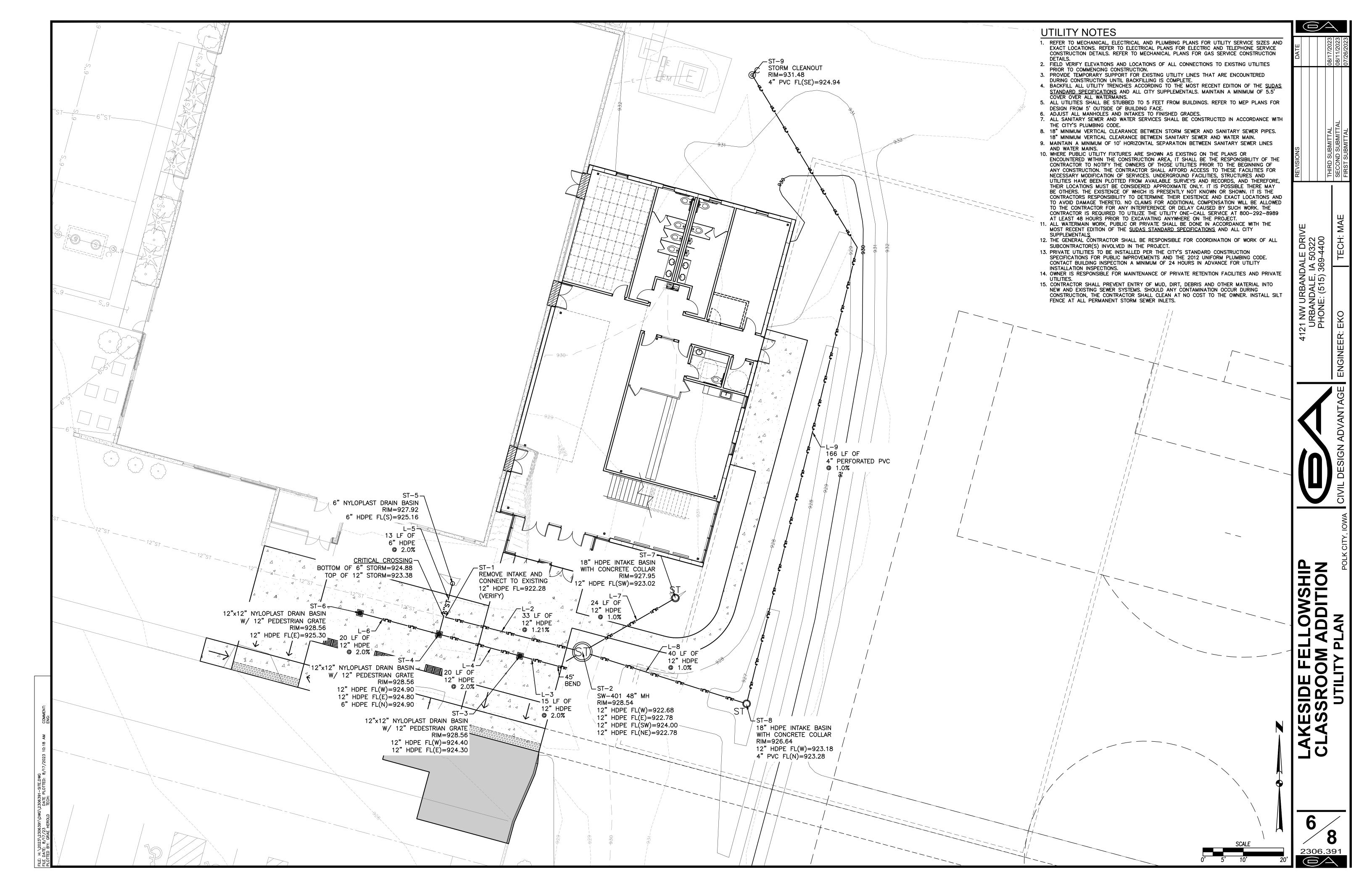
LLOWSHIP ADDITION I PLAN

FELOM / ШОХ LAKESIDE CLASSRO DIMER

> 3 2306.391







# LAKESIDE FELLOWSHIP CLASSROOM ADDITION

# VICINITY MAP

# PUD PUD R-1A PROJECT C-2 C-2 W. BRIDGE ROAD OS

# POLK CITY, IOWA

### STABILIZATION QUANTITIES

ITEM NO.	ITEM	UNIT	TOTAL
1	SILT FENCE	LF	1,023
2	FILTER SOCK	LF	154
3	INLET PROTECTION	EA	3
4	SEEDING, FERTILIZING, AND MULCHING	AC	1.56
5	CONCRETE WASHOUT PIT	EA	1

## DISCHARGE POINT SUMMARY

DISCHARGE POINT #1 TO FOURMILE CREEK ±3000 FT
TOTAL AREA DISTURBED TO DISCHARGE POINT

2.38 ACRES 8,568 CU FT

VOLUME PROVIDED IN FILTER SOCK (154 LF @ 2.0 CU FT/LF OF SOCK) VOLUME PROVIDED IN SILT FENCE (1,023 LF @ 10.0 CU FT/LF OF FENCE) TOTAL VOLUME PROVIDED

308 CU FT 10.230 CU FT 10.538 CU FT

# NOTES:

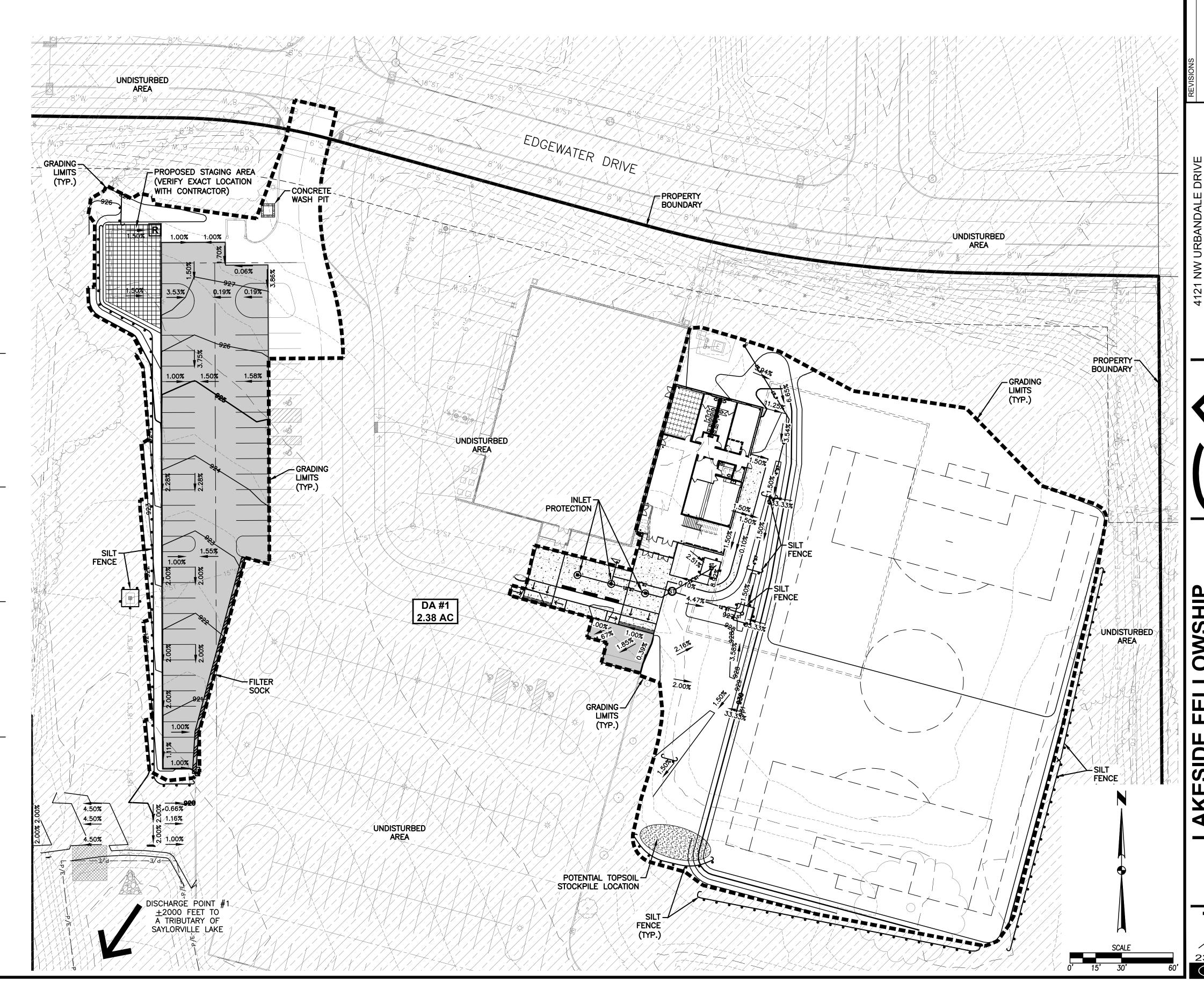
- 1. IF DEWATERING IS NEEDED FOR ANY REASON, DISCHARGE OF WATER OFFSITE IS TO CONFORM WITH THE GENERAL PERMIT #2 REQUIREMENT.
- 2. DISTURBED AREAS SHALL BE TEMPORARILY SEEDED OR MULCHED IMMEDIATELY WHENEVER CLEARING, GRADING, EXCAVATING, OR OTHER EARTH DISTURBING ACTIVITIES HAVE PERMANENTLY OR TEMPORARILY CEASED AND WILL NOT RESUME FOR A PERIOD EXCEEDING 14 CALENDAR DAYS.
- 3. STORM SEWERS AND DRAINAGE WAYS SHALL BE PROTECTED FROM CONCRETE SLURRY PRODUCED BY SAWCUTTING AND CONCRETE GRINDING.
- 4. ORANGE CONSTRUCTION FENCE SHALL BE INSTALLED AT THE DRIPLINES OF ALL TREES TO BE PROTECTED AND SHALL BE INSPECTED BY THE POLK CITY CONSTRUCTION OBSERVER PRIOR TO BEGINNING OF WORK

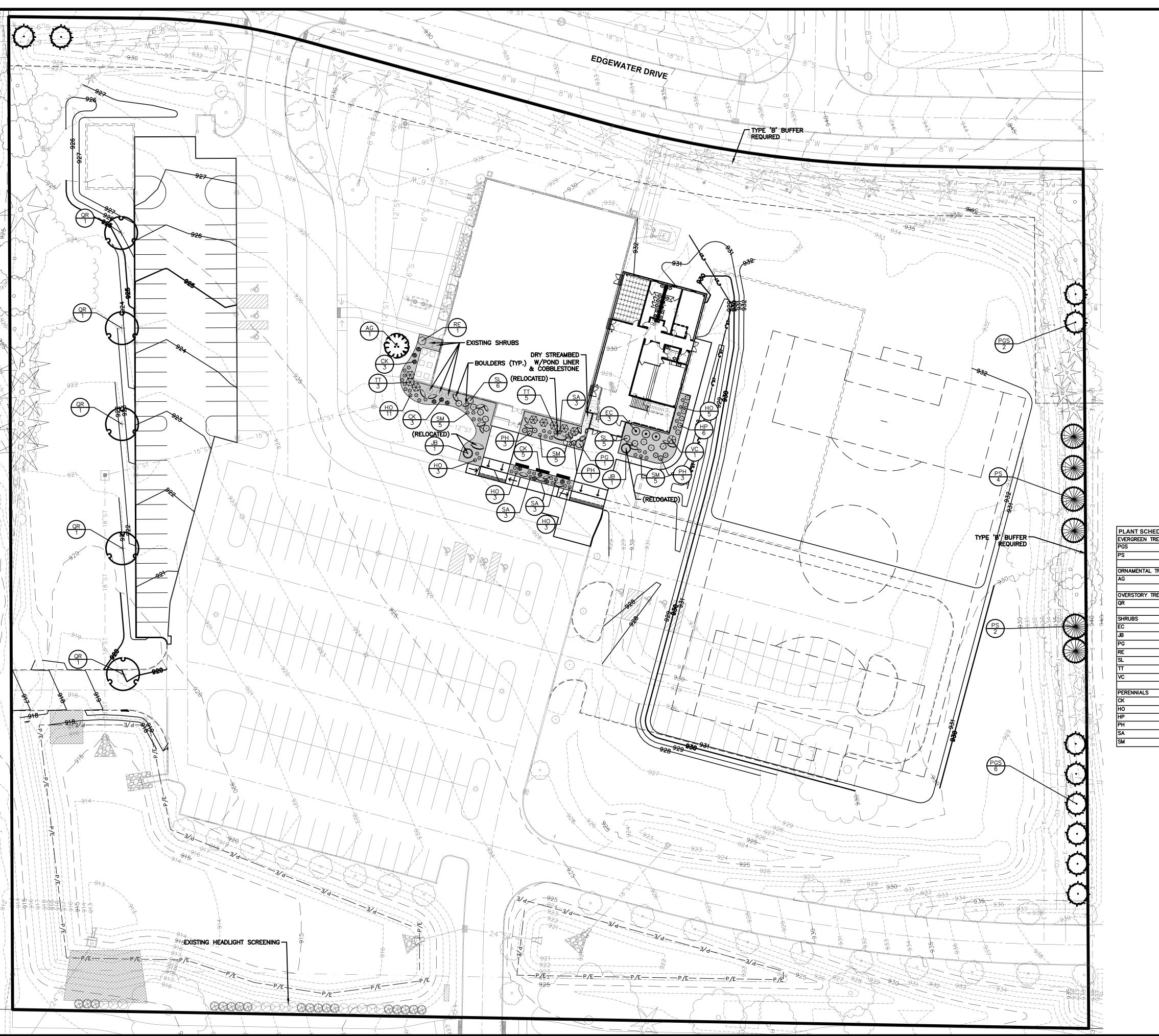
# SWPPP LEGEND

CONCRETE WASHOUT PIT

DRAINAGE ARROW GRADING LIMITS  FILTER SOCK SILT FENCE DITCH CHECK UNDISTURBED AREA  INLET PROTECTION  RIP—RAP  GRAVEL ENTRANCE  STAGING AREA				
FILTER SOCK  SILT FENCE  DITCH CHECK  UNDISTURBED AREA  INLET PROTECTION  RIP—RAP  GRAVEL ENTRANCE  STAGING AREA	DRAINAGE ARROW	X.XX %	AREA TO BE SEEDED	
SILT FENCE DITCH CHECK UNDISTURBED AREA  INLET PROTECTION RIP—RAP  GRAVEL ENTRANCE STAGING AREA	GRADING LIMITS			· · · ·
DITCH CHECK  UNDISTURBED AREA  INLET PROTECTION  RIP—RAP  GRAVEL ENTRANCE  STAGING AREA	FILTER SOCK		STRAW MAT	
DITCH CHECK  INLET PROTECTION  RIP—RAP  GRAVEL ENTRANCE  STAGING AREA	SILT FENCE	• • • •		
PORTABLE RESTROOM  GRAVEL ENTRANCE  STAGING AREA	DITCH CHECK		UNDISTURBED AREA	
STAGING AREA	INLET PROTECTION	$\bigcirc$	RIP-RAP	
	PORTABLE RESTROOM	R	GRAVEL ENTRANCE	
	TEMPORARY STANDPIPE		STAGING AREA	

# EROSION AND SEDIMENT CONTROL PLAN





## LANDSCAPE NOTES

- LOCATE ALL UTILITIES BEFORE ANY PLANTING BEGINS.
   THE MOST RECENT EDITION OF THE <u>SUDAS STANDARD SPECIFICATIONS</u> AND ALL CITY SUPPLEMENTALS, IF APPLICABLE, SHALL APPLY TO ALL WORK ON THIS PROJECT UNLESS
- OTHERWISE NOTED.

  3. TYPE, SIZE, AND QUALITY OF PLANT MATERIAL SHALL CONFORM TO THE MOST CURRENT EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK ANSI Z60.1

  4. ALL PLANT MATERIAL SHALL BE HEALTHY SPECIMENS WITHOUT DEFORMITIES, VOIDS AND OPEN SPACES, WITH WELL DEVELOPED BRANCH AND ROOT SYSTEMS; TRUE TO HEIGHT, SHAPE AND CHARACTER OF GROWTH OF THE SPECIES OR VARIETY.
- 5. SEED (TYPE 1) ALL DISTURBED AREAS.
  6. BACKFILL TO TOP OF CURB. (MINUS 1 1/2" FOR SOD, IF REQ.)
- BACKFILL TO TOP OF CURB. (MINUS 1 1/2 FOR SOD, IF REQ.)
   WEED PREVENTER (PRE-EMERGENT) SHALL BE SPREAD OVER SOIL AFTER PLANTING AND BEFORE MULCHING IN ALL PLANTING BEDS PER MANUFACTURER'S RECOMMENDATIONS.
   SHREDDED HARDWOOD MULCH SHALL BE PLACED AROUND ALL TREES, SHRUBS AND IN ALL PLANTING BEDS TO A (MIN) DEPTH OF 3".
   ALL EDGING SHALL MATCH THE EXISTING LIMESTONE EDGING.
   PLANT QUANTITIES ARE SHOWN FOR INFORMATION ONLY, THE DRAWING SHALL PREVAIL IF ANY CONFILICTS ARISE
- CONFLICTS ARISE.

  11. ALL DEBRIS SPILLED IN THE PUBLIC R.O.W. SHALL BE PICKED UP BY THE CONTRACTOR AT
- THE END OF EACH WORK DAY. 12. CONTRACTOR SHALL WARRANTY ALL PLANT MATERIALS FOR A PERIOD OF ONE YEAR FROM
- DATE OF INSTALLATION. 13. CONTRACTOR SHALL PROVIDE IRRIGATION DESIGN TO OWNER, IF REQUESTED, FOR APPROVAL.

  14. ORANGE CONSTRUCTION FENCE SHALL BE INSTALLED AT THE DRIPLINES OF ALL TREES TO BE PROTECTED AND SHALL BE INSPECTED BY THE POLK CITY CONSTRUCTION OBSERVER PRIOR TO
- 15. IF UPLIGHTING IS BEING PROPOSED FOR THIS BUILDING ADDITIONAL LANDSCAPING SHALL BE INSTALLED TO SCREEN THE UPLIGHTS.

# LANDSCAPE REQUIREMENTS

FN	SPACE		

SITE AREA

OPEN SPACE REQUIRED OPEN SPACE PROVIDED = 370,231 SF = 55,535 SF (15%) = 203,049 SF (55%)

2 TREES AND 6 SHRUBS PER 3,000 SF OF REQ. OPEN SPACE TREES REQUIRED = 37 TREES

= 111 SHRUBS SHRUBS REQUIRED

EXISTING TREES = 43 TREES

PARKING LOT LANDSCAPING 20% OF PAVEMENT SHALL BE SHADED

EXISTING PAVEMENT

79,397 x 20% 15,880 / 700

EXISTING TREES

3,132 / 700

EXISTING SHRUBS

= 79,397 SF = 15,880 SF= 23 TREES

= 23 TREES

= 139 SHRUBS

PROPOSED PAVEMENT 15,660 x 20%

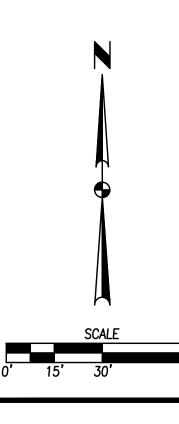
= 15,660 SF= 3,132 SF = 5 TREES = 5 TREES

NORTH BUFFER EXISTING TREES

PROPOSED TREES

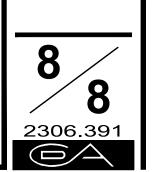
= 18 TREES

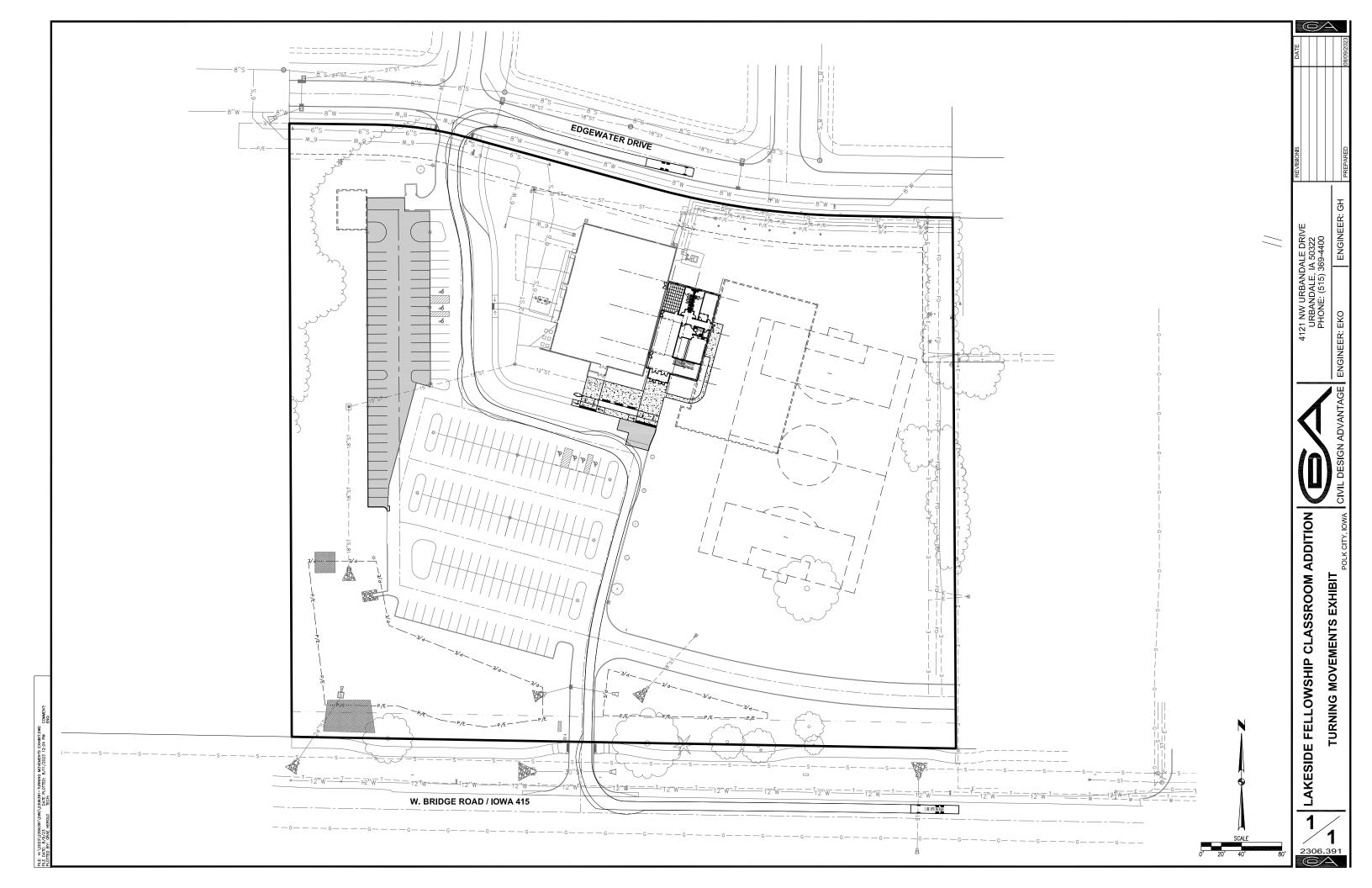
PLANT SCHEDULE				
EVERGREEN TREES	QTY	COMMON NAME	BOTANICAL NAME	CONDITION AND SIZE
PGS	10	Colorado Blue Spruce	Picea pungens 'Glauca'	B&B, 6' HEIGHT
PS	6	White Pine	Pinus strobus	B&B, 6' HEIGHT
ORNAMENTAL TREES	IQTY	COMMON NAME	BOTANICAL NAME	CONDITION AND SIZE
AG	1	Autumn Brilliance Apple Serviceberry	Amelanchier x grandiflora 'Autumn Brilliance'	B&B, 1.5" CALIPER
OVERSTORY TREES	QTY	COMMON NAME	BOTANICAL NAME	CONDITION AND SIZE
QR	5	Red Oak	Quercus rubra	B&B, 2" CALIPER
SHRUBS	QTY	COMMON NAME	BOTANICAL NAME	ICONDITION AND SIZE
EC	3	Compact Burning Bush	Euonymus alatus 'Compactus'	24" HT.
JB	2	Buffalo Juniper	Juniperus sabina 'Buffalo'	36" HT.
PG	1	Dwarf Globe Blue Spruce	Picea pungens 'Globosa'	24" HT.
RE	1	PJM Rhododendron	Rhododendron x 'P.J.M.'	24" HT.
SL	11	Little Princess Spirea	Spiraea x bumalda 'Little Princess'	24" HT.
TT	8	Taunton's Anglo-Japanese Yew	Taxus x media 'Tauntonii'	24" HT.
VC	1	Koreanspice Viburnum	Viburnum carlesii	36" HT.
PERENNIALS	QTY	COMMON NAME	BOTANICAL NAME	CONDITION AND SIZE
CK	11	Feather Reed Grass		1 GAL
НО	25	Stella de Oro Daylily	Calamagrostis x acutiflora 'Karl Foerster'	1 GAL
HP	6	Patriot Hosta	Hemerocallis x 'Stella de Oro'	3 GAL
PH	7	Hameln Fountain Grass	Hosta x 'Patriot'	1 GAL
F 11			Pennisetum alopecuroides 'Hameln'	1. 0.1.2
SA	9	Autumn Joy Sedum	Sedum x 'Autumn Joy'	1 GAL
SM	15	May Night Sage	Salvia nemorosa 'May Night'	1 GAL



121 NW URBAND URBANDALE, I PHONE: (515)

ESIDE FELLOWSHIP SSROOM ADDITION LANDSCAPE PLAN





August 11, 2023

Chelsea Huisman City of Polk City 112 3<sup>rd</sup> Street Polk City, Iowa 50226

RE: Lakeside Fellowship Classroom Addition

1121 W. Bridge Road - Polk City

**Traffic Summary** 

The Lakeside Fellowship Classroom Addition site plan involves the construction of an 8,991 sf classroom addition to the existing building which contains approximately 17,972 sf. The property currently has driveway access points directly on to W. Bridge Road and Edgewater Drive along with a frontage road that runs across the southern portion of the property that provides access to Tyler Street. As part of the site planning process the city of Polk City has requested that a traffic memo be created to estimate the trip generation to determine if additional traffic studies are needed for this property.

The Institute of Transportation Engineers (ITE) Trip Generation Manual, 11<sup>th</sup> Edition was used to estimate the daily weekday AM and PM peak hour trip volumes for this site. The land use for this site is 560 Church. The following table outlines the number of trips calculated for the site based on Phase 1 and Phase 2 building square footage.

			Average	Daily	AM p	eak	PM	oeak
	ITE Code	Area, ksf	Rate	Trips	Rate	Trips	Rate	Trips
Church - Existing Bldg	560	18.0	7.60	137	0.68	13	0.80	15
Church - Phase 2	560	9.0	7.60	69	0.68	7	0.80	8
Total		27.0		206		20		23

The resulting total AM peak trips are 20 trips and total PM peak trips are 23 trips. This result is less than the 100 peak hour trips needed to trigger a full Traffic Impact Study.

Please contact our office should you have any questions or need additional information. Sincerely,

Erin K. Ollendike, P.E.

CIVIL DESIGN ADVANTAGE, LLC

Eris K. allendike

**ELECTRICAL GENERAL NOTES:** 

1. FUTURE SITE POLE LOCATIONS SHOWN. PROVIDE CONDUI FROM NEAREST SITE POLE ON SIMILAR CIRCUIT. CONDUIT TO EXTEND PAST EDGE OF CONCRETE FOR FUTURE USE. SEE ELECTRICAL CONNECTIONS SCHEDULE FOR MORE

RIC 10WA (515) BAKEI

DWN BY: LRB SCALE: 1"=40'

DATE: 04/12/2016

SHEET TITLE ELECTRICAL PHOTOMETRIC

05/08/2017

# LAKESIDE FELLOWSHIP CLASSROOM ADDITION

# STORM WATER MANAGEMENT PLAN POLK CITY, IOWA

CDA PROJECT NO. 2306.391





CIVIL DESIGN ADVANTAGE 4121 NW URBANDALE DRIVE, URBANDALE, IA 50322 (515) 369-4400

PREPARED BY: CIVIL DESIGN ADVANTAGE, LLC

PREPARED ON: JULY 26, 2023

REVISED ON: AUGUST 11, 2023



PROJECT: Lakeside Fellowship Classroom Addition JOB NO. 2306.391

SUBJECT: Storm Water Calculations DATE 08/11/23 COMP. BY: GH OK'D BY:

#### **Project Description:**

#### **Existing Site Conditions**

The Lakeside Fellowship site is located north of West Bridge Road between Tyler Street and Parker Boulevard at 1121 West Bridge Road and contains 8.50 acres. The site is currently developed as a church and consists of a building, private access drives, parking, associated utilities, and a soccer field. Refer to Storm Water Management Plan titled, "Lakeside Fellowship" dated January 12, 2016 for detailed analysis of the existing site conditions.

#### **Proposed Site Conditions**

Proposed improvements consist of a classroom addition to the church, additional parking area and reconfiguration of the soccer fields. Refer to Storm Water Management Plan titled, "Lakeside Fellowship" dated January 12, 2016 for a detailed analysis of the post-developed site conditions.

#### **Storm Water Analysis:**

#### **Storm Sewer Analysis**

Proposed storm sewer pipes were designed to convey 5-year post-developed storm event and overflow paths have been defined for greater events that will route water through overland flowage to the existing detention basins. The Rational Method will be used to determine the flow rate for each drainage area and the Manning's equation will be used to size the pipes. The existing runoff coefficients were recalculated for each drainage area that had changed. The new storm sewer runoff coefficients were also calculated for each new drainage area.

Refer to Storm Water Management Plan titled, "Lakeside Fellowship" for detailed analysis of the existing storm sewer utilized for the site. C-Factors calculated for the Storm Water Management Plan titled, "Lakeside Fellowship" are sufficient to provide capacity for proposed improvements. See table with C-Factor calculations.

#### **Detention Analysis**

Refer to Storm Water Management Plan titled, "Lakeside Fellowship" for detailed analysis of the detention for the site. The curve numbers calculated for the Storm Water Management Plan titled, "Lakeside Fellowship" are sufficient to provide storm water storage for proposed improvements. See table with Composite Curve Number calculations.

#### **Detention Summary**

#### **DB 1 (Refer to Appendix for Additional Calculations)**

	Rainfall Return	Existing	(Allowable	Assumed	Actual	DB-	Assumed	Actual	DB-		
ı	Frequency	Runoff,	Release),	DB-1A	DB-1A 1A Curve		DB-1B	1B	Curve		
	(yrs)	cfs	cfs	Curve Number	Nur	Number Curve Number		Nur	nber		
	5	12.07	22.09	89	00 00		88 76		76	-	<b>'</b> 5
	100	20.88	-	09	J	00	70	,	5		

Composite Cu	Composite Curve Number (CN) Calculations - C Soils)													
Drainage Area	Lawn	Lawn Area, SF	Impervious	Impervious	Total Area,	Total Area,	Composite							
ID	ID CN			Area, SF SF Acres										
DB-1A	74	101000	98	140152*	241152	5.54	88*							
DB-1B	74	92156	98	2953*	95109	2.18	75*							

<sup>\*</sup>Includes future building and future parking lot.



4121 NW Urbandale Drive, Urbandale, IA 50322

PROJECT: Lakeside Fellowship Classroom Addition JOB NO. 2306.391

SUBJECT: Storm Water Calculations DATE 08/11/23 COMP. BY: GH OK'D BY:

#### **Assumptions:**

\* A USDA Hydrologic Soil Map was prepared for the site. Hydrologic Soil Group B will be used for Pre-developed site conditions and Hydrologic Soil Group C will be used for storm water runoff calculations. Refer to the attached Hydrologic Soil Map report for soils information.

\* The runoff curve numbers used to determine flow rates for the site were taken from SUDAS Section 2B-4 and are listed in the following table.

Land Use or Surface Characteristics	C Soils
Open Space, Good Condition	74
Open Space, Fair Condition	79
Impervious Area	98

Land Use or Surface Characteristics	C Soils			
	<u>5-yr</u>	<u>100-yr</u>		
Open Space - Good Condition	0.35	0.55		
Impervious	0.95	0.98		



#### MAP LEGEND MAP INFORMATION The soil surveys that comprise your AOI were mapped at Area of Interest (AOI) С 1:12.000. Area of Interest (AOI) C/D Soils Warning: Soil Map may not be valid at this scale. D Soil Rating Polygons Enlargement of maps beyond the scale of mapping can cause Not rated or not available Α misunderstanding of the detail of mapping and accuracy of soil **Water Features** line placement. The maps do not show the small areas of A/D Streams and Canals contrasting soils that could have been shown at a more detailed Transportation B/D Rails ---Please rely on the bar scale on each map sheet for map measurements. Interstate Highways C/D Source of Map: Natural Resources Conservation Service **US Routes** Web Soil Survey URL: D Major Roads Coordinate System: Web Mercator (EPSG:3857) Not rated or not available -Local Roads Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts Soil Rating Lines Background distance and area. A projection that preserves area, such as the Aerial Photography Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required. This product is generated from the USDA-NRCS certified data as of the version date(s) listed below. B/D Soil Survey Area: Polk County, Iowa Survey Area Data: Version 25, Oct 11, 2022 Soil map units are labeled (as space allows) for map scales 1:50.000 or larger. Not rated or not available Date(s) aerial images were photographed: Jul 26, 2012—Sep 28. 2017 **Soil Rating Points** The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background A/D imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident. B/D

#### **Hydrologic Soil Group**

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
L236B	Lester loam, Bemis moraine, 2 to 6 percent slopes	С	4.1	49.6%
L236C2	Lester loam, Bemis moraine, 6 to 10 percent slopes, moderately eroded	С	4.1	50.4%
Totals for Area of Inter-	est		8.2	100.0%

#### **Description**

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

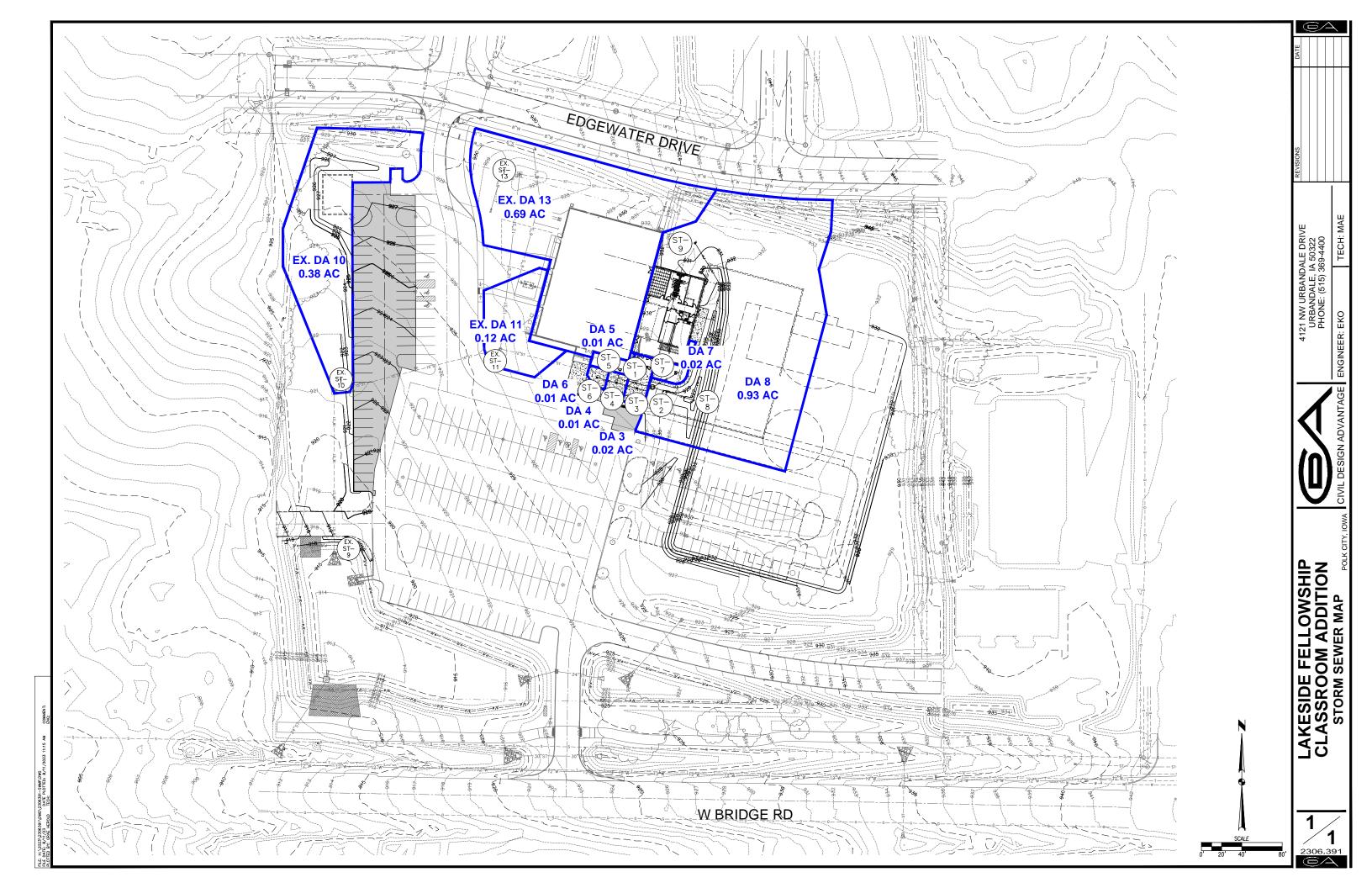
Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

#### **Rating Options**

Aggregation Method: Dominant Condition
Component Percent Cutoff: None Specified

Tie-break Rule: Higher



Project: Lakeside Fellowship Classroom Addition

Project: Lakeside Fe Proj. No.: 2306.391 Designed: GH Date: 8/11/2023

	Lis	st of Intakes and Utility Accesse	es		
Structure	Location	Type or			Note
Number		Standard	FL/T	C / RIM	
ST-#		Road Plan	Ele	vation	
EX. ST- 9		EXISTING 18" APRON	FL	914.91	
EX. ST- 10		EXISTING INTAKE	RIM	922.00	
EX. ST- 11		EXISTING MANHOLE	RIM	925.58	
ST- 1		CONNECTION	FL	922.28	
ST- 2		48" SW-401 MANHOLE	RIM	928.54	
ST- 3		12"x12" NYLOPLAST DRAIN BASIN	RIM	928.56	
ST- 4		12"x12" NYLOPLAST DRAIN BASIN	RIM	928.56	
ST- 5		6" NYLOPLAST DRAIN BASIN	RIM	927.92	
ST- 6		12"x12" NYLOPLAST DRAIN BASIN	RIM	928.56	
ST- 7		18" INTAKE BASIN	RIM	927.95	
ST- 8		18" INTAKE BASIN	RIM	926.64	
ST- 9		STORM SEWER CLEANOUT	RIM	931.48	
31- 9		STORM SEWER CLEANOUT	KIIVI	931.40	
EX. ST- 13		EXISTING INTAKE	RIM	926.49	
	-				
	<u> </u>				
	·				

	List of Storm Sewer Pipe										
Pipe	Stru	cture		Storm S	ewer		FL(out)	Fl(in)	Note		
Number	То	From	Material	Diameter	Length	Slope	. =()	()			
L-#	ST-#	ST-#		inches	feet	%					
EX. L- 10	EX. ST- 9	EX. ST- 10	RCP	18	161	1.30	914.91	917.01			
EX. L- 11	EX. ST- 10	EX. ST- 11	RCP	15	168	2.00	917.21	920.57			
EX. L- 12	EX. ST- 11	ST- 1	HDPE	12	125	1.21	920.77	922.28			
L- 2	ST- 1	ST- 2	HDPE	12	33	1.21	922.28	922.68			
L- 3	ST- 2	ST- 3	HDPE	12	15	2.00	924.00	924.30			
L- 4	ST- 3	ST- 4	HDPE	12	20	2.00	924.40	924.80			
L- 5	ST- 4	ST- 5	HDPE	6	13	2.00	924.90	925.16			
L- 6	ST- 4	ST- 6	HDPE	12	20	2.00	924.90	925.30			
L- 7	ST- 2	ST- 7	HDPE	12	24	1.00	922.78	923.02			
L- 8	ST- 2	ST- 8	HDPE	12	40	1.00	922.78	923.18			
L- 9	ST- 8	ST- 9	HDPE	4	166	1.00	923.28	924.94			
EX. L- 13	EX. ST- 11	EX. ST- 13	HDPE	12	172	1.00	920.77	922.49			
	_										
	_										

Notes:

Storm Sewer Pipe Design Information														
Manning's r	۱-	RCP =	0.013	PVC =	0.011					Design St	orm =	5	year	
Drainage Area A, acres	С	Equiv. Area CA	Accumulated Equiv. Area ΣCA	Time of Conc. min.	Rainfall Intensity in/hr	Storm Runoff cfs	Sump Lines units	Sump Flow cfs		Capacity Full Flow cfs		Velocity Full Flow ft/sec	Travel Time min.	Note
0.38	0.39	0.148	0.914	10	5.08	4.64			4.64	12.00	6.33	6.79	0.42	
0.12	0.40	0.048	0.914	10	5.08	4.64			4.64	9.14	7.48	7.44	0.37	
0.00	0.00	0.000	0.445	10	5.08	2.26			2.26	4.63	5.86	5.89	0.36	
0.00	0.00	0.000	0.445	10	5.08	2.26			2.26	4.64	5.87	5.90	0.09	
0.02	0.95 0.95	0.019	0.038	10 10	5.08	0.19			0.19 0.10	5.95	3.39 2.90	7.58	0.07 0.12	
0.01	0.95	0.010 0.004	0.019 0.004	10	5.08 5.08	0.10			0.10	5.95 0.94	1.88	7.58 4.78	0.12	
0.01	0.35	0.004	0.004	10	5.06	0.02			0.02	0.94	1.00	4.70	0.12	
0.01	0.95	0.010	0.010	10	5.08	0.05			0.05	5.95	2.63	7.58	0.13	
0.02	0.35	0.007	0.007	10	5.08	0.04			0.04	4.21	1.87	5.36	0.21	
0.00	0.40	0.400	0.400	40	F 00	0.00			2.02	4.04	E 04	F 00	0.40	
0.93	0.43	0.400	0.400 0.000	10 10	5.08 5.08	2.03 0.00			2.03 0.00	4.21 0.22	5.31 0.80	5.36 2.58	0.13 3.48	
0.00	0.00	0.000	0.000	10	3.00	0.00			0.00	0.22	0.00	2.50	3.40	
0.69	0.61	0.421	0.421	10	5.08	2.14			2.14	4.21	5.39	5.36	0.53	



5501 NW 112th, SUITE G GRIMES, IA 50111

PROJECT: Lakeside Fellowship Classroom Addition	JOB NO	. 230	06.391	Page	of	_Pages
SUBJECT:	DATE	7/20/2023	COMP BY:	MAF	OK'D BY	

Storm Sewer Post-Developed Composite C-factor Calculations											
5-Year											
Drainage	Lawn	Lawn	Imperv.	Imperv.	Total Area	Total Area	Composite				
Area ID	С	Area, SF	С	Area, SF	SF	Acres	С				
EX. DA 10	0.35	15335	0.95	1192	16527	0.38	0.39				
EX. DA 11	0.35	4801	0.95	470	5271	0.12	0.40				
DA 3	0.35	0	0.95	1040	1040	0.02	0.95				
DA 4	0.35	0	0.95	400	400	0.01	0.95				
DA 5	0.35	602	0.95	0	602	0.01	0.35				
DA 6	0.35	0	0.95	352	352	0.01	0.95				
DA 7	0.35	788	0.95	0	788	0.02	0.35				
DA 8	0.35	34941	0.95	5403	40344	0.93	0.43				
EX. DA 13	0.35	16882	0.95	13193	30075	0.69	0.61				

Storm Sewer Post-Developed Composite C-factor Calculations 100-Year											
Drainage	Lawn	Lawn	Imperv.	Imperv.	Total Area	Total Area	Composite				
Area ID	С	Area, SF	С	Area, SF	SF	Acres	С				
EX. DA 10	0.55	15335	0.98	1192	16527	0.38	0.58				
EX. DA 11	0.55	4801	0.98	470	5271	0.12	0.59				
DA 3	0.55	0	0.98	1040	1040	0.02	0.98				
DA 4	0.55	0	0.98	400	400	0.01	0.98				
DA 5	0.55	602	0.98	0	602	0.01	0.55				
DA 6	0.55	0	0.98	352	352	0.01	0.98				
DA 7	0.55	788	0.98	0	788	0.02	0.55				
DA 8	0.55	34941	0.98	5403	40344	0.93	0.61				
EX. DA 13	0.55	16882	0.98	13193	30075	0.69	0.74				



4121 NW Urbandale Drive Urbandale, IA 50322

EX. DA 10 Runoff Q = C \* I \* A

> 0.58 9.15

0.38

2.02

PROJECT: Lakeside Fellowship Classroom Addition JOB NO. 2306.391 Page \_\_\_\_\_ of \_\_\_\_ Pages

SUBJECT: 100-Year Elevations DATE: 08/11/23 DESIGNED: GH CHECKED:

#### **INTAKE CAPACITY CALCULATIONS**

#### **EQUATIONS**

<u>1. ORIFICE:</u>  $Q = 0.67 A_g (2gd)^{0.5}$  (SUDAS Equation 2C-3.12)

WHERE - Q = flow, cfs

A<sub>g</sub> = Clear opening of the grate, ft<sup>2</sup>

g = gravitational constant (32.16 ft/s²) d = average depth across the grate, ft

<u>2. WEIR:</u>  $Q = 3.0 P d^{1.5}$  (SUDAS Equation 2C-3.11)

WHERE - Q = flow, cfs

P= Perimeter of the grate disregarding the side against the curb, ft

d = average depth across the grate, ft

#### **CALCULATIONS**

1. Solve for required head given flow and open area for casting using Orifice Equation:

LOCATION: EX ST - 10

INPUT:  $Q_{100} = 2.02$  cfs (From Rational Equation)

 $A_q = \frac{2.62}{\text{sq. ft.}}$  sq. ft. (Open Area of Casting)

Required Depth at Grate: d = 0.021 ft.

2. Solve for required head given flow and open perimeter of casting using Weir Equation:

LOCATION: **EX ST - 10** 

INPUT: Q<sub>100</sub> = 2.02 cfs (From Rational Equation)

P = 9.91 ft. (Open Perimeter of Casting)

Required Depth at Grate: d = 0.166 ft.

GOVERNING EQUATION: Weir Equation

Required Depth = 0.166 ft = 2 inches

**The 100-year elevation is** 922.00 + 0.17 = 922.17



4121 NW Urbandale Drive Urbandale, IA 50322

EX. DA 11 Runoff Q = C \* I \* A

> 0.59 9.15

0.12

0.65

PROJECT: Lakeside Fellowship Classroom Addition JOB NO. 2306.391 Page \_\_\_\_\_ of \_\_\_\_ Pages

SUBJECT: 100-Year Elevations DATE: 08/11/23 DESIGNED: GH CHECKED:

#### **INTAKE CAPACITY CALCULATIONS**

#### **EQUATIONS**

<u>1. ORIFICE:</u>  $Q = 0.67 A_g (2gd)^{0.5}$  (SUDAS Equation 2C-3.12)

WHERE - Q = flow, cfs

 $A_g$  = Clear opening of the grate,  $ft^2$ 

g = gravitational constant (32.16 ft/s<sup>2</sup>) d = average depth across the grate, ft

<u>2. WEIR:</u>  $Q = 3.0 P d^{1.5}$  (SUDAS Equation 2C-3.11)

WHERE - Q = flow, cfs

P= Perimeter of the grate disregarding the side against the curb, ft

d = average depth across the grate, ft

#### **CALCULATIONS**

1. Solve for required head given flow and open area for casting using Orifice Equation:

LOCATION: EX ST - 11

INPUT:  $Q_{100} = 0.65$  cfs (From Rational Equation)

 $A_q = 0.8$  sq. ft. (Open Area of Casting)

Required Depth at Grate: d = 0.023 ft.

2. Solve for required head given flow and open perimeter of casting using Weir Equation:

LOCATION: **EX ST - 11** 

INPUT:  $Q_{100} = 0.65$  cfs (From Rational Equation)

P = 5.2 ft. (Open Perimeter of Casting)

Required Depth at Grate: d = 0.120 ft.

GOVERNING EQUATION: Weir Equation

Required Depth = 0.120 ft = 1 inches

The 100-year elevation is 925.58 + 0.12 = 925.70



4121 NW Urbandale Drive Urbandale, IA 50322

DA 3 Runoff Q = C \* I \* A

> 0.98 9.15

0.02

0.18

PROJECT: Lakeside Fellowship Classroom Addition JOB NO. 2306.391 Page of Pages

SUBJECT: 100-Year Elevations DATE: 08/11/23 DESIGNED: GH CHECKED:

#### **INTAKE CAPACITY CALCULATIONS**

#### **EQUATIONS**

1. ORIFICE:  $Q = 0.67 A_a (2gd)^{0.5}$  (SUDAS Equation 2C-3.12)

WHERE - Q = flow, cfs

 $A_a$  = Clear opening of the grate,  $ft^2$ 

g = gravitational constant (32.16 ft/s<sup>2</sup>) d = average depth across the grate, ft

 $Q = 3.0 P d^{1.5}$  (SUDAS Equation 2C-3.11) 2. WEIR:

WHERE -Q = flow, cfs

P= Perimeter of the grate disregarding the side against the curb, ft

d = average depth across the grate, ft

#### **CALCULATIONS**

1. Solve for required head given flow and open area for casting using Orifice Equation:

**ST - 3** LOCATION:

INPUT:  $Q_{100} = 0.18$  cfs (From Rational Equation)

 $A_q = 0.8$  sq. ft. (Open Area of Casting)

Required Depth at Grate: d = 0.002 ft.

2. Solve for required head given flow and open perimeter of casting using Weir Equation:

LOCATION: ST - 3

INPUT:  $Q_{100} = 0.18$  cfs (From Rational Equation) P = 4 ft. (Open Perimeter of Casting)

Required Depth at Grate: d = 0.061ft.

GOVERNING EQUATION: Weir Equation

Required Depth = 0.061 ft = 1inches

The 100-year elevation is 928.56 + 0.06 = 928.62



4121 NW Urbandale Drive Urbandale, IA 50322

DA 4 Runoff Q = C \* I \* A

> 0.98 9.15

0.01

0.09

PROJECT: Lakeside Fellowship Classroom Addition JOB NO. 2306.391 Page of Pages

SUBJECT: 100-Year Elevations DATE: 08/11/23 DESIGNED: GH CHECKED:

#### **INTAKE CAPACITY CALCULATIONS**

#### **EQUATIONS**

1. ORIFICE:  $Q = 0.67 A_a (2gd)^{0.5}$  (SUDAS Equation 2C-3.12)

WHERE - Q = flow, cfs

 $A_a$  = Clear opening of the grate,  $ft^2$ 

g = gravitational constant (32.16 ft/s<sup>2</sup>) d = average depth across the grate, ft

 $Q = 3.0 P d^{1.5}$  (SUDAS Equation 2C-3.11) 2. WEIR:

WHERE -Q = flow, cfs

P= Perimeter of the grate disregarding the side against the curb, ft

d = average depth across the grate, ft

#### **CALCULATIONS**

1. Solve for required head given flow and open area for casting using Orifice Equation:

**ST-4** LOCATION:

INPUT:  $Q_{100} = 0.09$  cfs (From Rational Equation)

 $A_q = \frac{0.8}{\text{sq. ft.}}$  sq. ft. (Open Area of Casting)

Required Depth at Grate: d = 0.000 ft.

2. Solve for required head given flow and open perimeter of casting using Weir Equation:

LOCATION: ST - 4

INPUT:  $Q_{100} = 0.09$  cfs (From Rational Equation)

P = 4 ft. (Open Perimeter of Casting)

Required Depth at Grate: d = 0.038ft.

GOVERNING EQUATION: Weir Equation

Required Depth = 0.038 ft = 0inches

The 100-year elevation is 928.56 928.60 + 0.04 =



4121 NW Urbandale Drive Urbandale, IA 50322

DA 5 Runoff Q = C \* I \* A

> 0.55 9.15

0.01

0.05

PROJECT: Lakeside Fellowship Classroom Addition JOB NO. 2306.391 Page of Pages

SUBJECT: 100-Year Elevations DATE: 08/11/23 DESIGNED: GH CHECKED:

#### **INTAKE CAPACITY CALCULATIONS**

#### **EQUATIONS**

1. ORIFICE:  $Q = 0.67 A_a (2gd)^{0.5}$  (SUDAS Equation 2C-3.12)

WHERE - Q = flow, cfs

 $A_a$  = Clear opening of the grate,  $ft^2$ 

g = gravitational constant (32.16 ft/s<sup>2</sup>) d = average depth across the grate, ft

 $Q = 3.0 P d^{1.5}$  (SUDAS Equation 2C-3.11) 2. WEIR:

WHERE -Q = flow, cfs

P= Perimeter of the grate disregarding the side against the curb, ft

d = average depth across the grate, ft

#### **CALCULATIONS**

1. Solve for required head given flow and open area for casting using Orifice Equation:

ST - 5 LOCATION:

INPUT:  $Q_{100} = 0.05$  cfs (From Rational Equation)

 $A_q = 0.25$  sq. ft. (Open Area of Casting)

Required Depth at Grate: d = 0.001

2. Solve for required head given flow and open perimeter of casting using Weir Equation:

LOCATION: ST - 5

INPUT:  $Q_{100} = 0.05$  cfs (From Rational Equation)

P = 2 ft. (Open Perimeter of Casting)

Required Depth at Grate: d = 0.041ft.

GOVERNING EQUATION: Weir Equation

Required Depth = 0.041 ft = 0inches

The 100-year elevation is 927.92 927.96 + 0.04 =



4121 NW Urbandale Drive Urbandale, IA 50322

DA 6 Runoff Q = C \* I \* A

> 0.98 9.15

0.01

0.09

PROJECT: Lakeside Fellowship Classroom Addition JOB NO. 2306.391 Page \_\_\_\_\_ of \_\_\_\_ Pages

SUBJECT: 100-Year Elevations DATE: 08/11/23 DESIGNED: GH CHECKED:

#### **INTAKE CAPACITY CALCULATIONS**

#### **EQUATIONS**

<u>1. ORIFICE:</u>  $Q = 0.67 A_g (2gd)^{0.5}$  (SUDAS Equation 2C-3.12)

WHERE - Q = flow, cfs

 $A_g$  = Clear opening of the grate,  $ft^2$ 

g = gravitational constant (32.16 ft/s<sup>2</sup>) d = average depth across the grate, ft

<u>2. WEIR:</u>  $Q = 3.0 P d^{1.5}$  (SUDAS Equation 2C-3.11)

WHERE - Q = flow, cfs

P= Perimeter of the grate disregarding the side against the curb, ft

d = average depth across the grate, ft

#### **CALCULATIONS**

1. Solve for required head given flow and open area for casting using Orifice Equation:

LOCATION: ST - 6

INPUT:  $Q_{100} = 0.09$  cfs (From Rational Equation)

 $A_q = 0.8$  sq. ft. (Open Area of Casting)

Required Depth at Grate: d = 0.000 ft.

2. Solve for required head given flow and open perimeter of casting using Weir Equation:

LOCATION: ST - 6

INPUT:  $Q_{100} = 0.09$  cfs (From Rational Equation) P = 4 ft. (Open Perimeter of Casting)

Required Depth at Grate: d = 0.038 ft.

GOVERNING EQUATION: Weir Equation

Required Depth = 0.038 ft = 0 inches

The 100-year elevation is 928.56 + 0.04 = 928.60



4121 NW Urbandale Drive Urbandale, IA 50322

DA 7 Runoff Q = C \* I \* A

0.55

9.15

0.02

0.10

PROJECT: Lakeside Fellowship Classroom Addition JOB NO. 2306.391 Page \_\_\_\_\_ of \_\_\_\_ Pages

SUBJECT: 100-Year Elevations DATE: 08/11/23 DESIGNED: GH CHECKED:

#### **INTAKE CAPACITY CALCULATIONS**

#### **EQUATIONS**

1. ORIFICE:  $Q = 0.67 A_g (2gd)^{0.5}$  (SUDAS Equation 2C-3.12)

WHERE - Q = flow, cfs

 $A_g$  = Clear opening of the grate,  $ft^2$ 

g = gravitational constant (32.16 ft/s<sup>2</sup>) d = average depth across the grate, ft

<u>2. WEIR:</u>  $Q = 3.0 P d^{1.5}$  (SUDAS Equation 2C-3.11)

WHERE - Q = flow, cfs

P= Perimeter of the grate disregarding the side against the curb, ft

d = average depth across the grate, ft

#### **CALCULATIONS**

1. Solve for required head given flow and open area for casting using Orifice Equation:

LOCATION: ST - 7

INPUT:  $Q_{100} = 0.10$  cfs (From Rational Equation)

 $A_{q} = \frac{0.8}{\text{sq. ft.}}$  sq. ft. (Open Area of Casting)

Required Depth at Grate: d = 0.001 ft.

2. Solve for required head given flow and open perimeter of casting using Weir Equation:

LOCATION: ST - 7

INPUT:  $Q_{100} = 0.10$  cfs (From Rational Equation)

P = 5.2 ft. (Open Perimeter of Casting)

Required Depth at Grate: d = 0.035 ft.

GOVERNING EQUATION: Weir Equation

Required Depth = 0.035 ft = 0 inches

The 100-year elevation is 927.95 + 0.03 = 927.98



4121 NW Urbandale Drive Urbandale, IA 50322

DA 8 Runoff Q = C \* I \* A

0.61

9.15

0.93

5.19

PROJECT: Lakeside Fellowship Classroom Addition JOB NO. 2306.391 Page \_\_\_\_\_ of \_\_\_\_ Pages

SUBJECT: 100-Year Elevations DATE: 08/11/23 DESIGNED: GH CHECKED:

#### **INTAKE CAPACITY CALCULATIONS**

#### **EQUATIONS**

<u>1. ORIFICE:</u>  $Q = 0.67 A_g (2gd)^{0.5}$  (SUDAS Equation 2C-3.12)

WHERE - Q = flow, cfs

A<sub>g</sub> = Clear opening of the grate, ft<sup>2</sup>

g = gravitational constant (32.16 ft/s<sup>2</sup>) d = average depth across the grate, ft

<u>2. WEIR:</u> Q =  $3.0 \text{ P d}^{1.5}$  (SUDAS Equation 2C-3.11)

WHERE - Q = flow, cfs

P= Perimeter of the grate disregarding the side against the curb, ft

d = average depth across the grate, ft

#### **CALCULATIONS**

1. Solve for required head given flow and open area for casting using Orifice Equation:

LOCATION: ST - 8

INPUT:  $Q_{100} = 5.19$  cfs (From Rational Equation)

 $A_{q} = 0.8$  sq. ft. (Open Area of Casting)

Required Depth at Grate: d = 1.458 ft.

2. Solve for required head given flow and open perimeter of casting using Weir Equation:

LOCATION: ST - 8

INPUT:  $Q_{100} = 5.19$  cfs (From Rational Equation)

P = 5.2 ft. (Open Perimeter of Casting)

Required Depth at Grate: d = 0.480 ft.

GOVERNING EQUATION: Orifice Equation

Required Depth = 1.458 ft = 17.5 inches

**The 100-year elevation is** 926.64 + 1.46 = 928.10



4121 NW Urbandale Drive Urbandale, IA 50322

EX. DA 13 Runoff Q = C \* I \* A

> 0.74 9.15

0.69

4.67

Page of Pages PROJECT: Lakeside Fellowship Classroom Addition JOB NO. 2306.391

SUBJECT: 100-Year Elevations DATE: 08/11/23 DESIGNED: CHECKED: GH

#### **INTAKE CAPACITY CALCULATIONS**

#### **EQUATIONS**

 $Q = 0.67 A_{g} (2gd)^{0.5}$  (SUDAS Equation 2C-3.12) 1. ORIFICE:

WHERE - Q = flow, cfs

 $A_{\alpha}$  = Clear opening of the grate,  $ft^2$ 

g = gravitational constant (32.16 ft/s<sup>2</sup>) d = average depth across the grate, ft

 $Q = 3.0 P d^{1.5}$  (SUDAS Equation 2C-3.11) 2. WEIR:

WHERE -Q = flow, cfs

P= Perimeter of the grate disregarding the side against the curb, ft

d = average depth across the grate, ft

#### **CALCULATIONS**

1. Solve for required head given flow and open area for casting using Orifice Equation:

**EX ST - 13** LOCATION:

INPUT:  $Q_{100} = 4.67$  cfs (From Rational Equation)

 $A_q = \frac{0.8}{\text{sq. ft.}}$  sq. ft. (Open Area of Casting)

Required Depth at Grate: d = 1.181

2. Solve for required head given flow and open perimeter of casting using Weir Equation:

LOCATION: **EX ST - 13** 

INPUT:  $Q_{100} = 4.67$  cfs (From Rational Equation)

5.2 ft. (Open Perimeter of Casting) P = \_\_\_

Required Depth at Grate: d = 0.448 ft.

GOVERNING EQUATION: Orifice Equation

Required Depth = 1.181 14 inches ft =

The 100-year elevation is 926.49 927.67 + 1.18 =

# **APPENDIX**



# LAKESIDE FELLOWSHIP

# STORM WATER MANAGEMENT PLAN POLK CITY, IOWA

CDA PROJECT NO. 1501.001





CIVIL DESIGN ADVANTAGE 3405 SE Crossroads Drive, Suite G GRIMES, IOWA 50111 (515) 369-4400

PREPARED BY: CIVIL DESIGN ADVANTAGE, LLC

PREPARED ON: MARCH 30, 2015 REVISED ON: APRIL 14, 2015 REVISED ON: JANUARY 12, 2016



5501 NW 112th, SUITE G GRIMES, IA 50111

PROJECT:	Lakeside Fellowship	JOB NO	150 <sup>-</sup>	1.001		<u> </u>
SUBJECT:	Storm Water Calculations	DATE:	01/11/16	COMP. BY:	JMM	OK'D BY:

#### **Project Description:**

#### **Existing Conditions**

The Lakeside Fellowship site is located north of West Bridge Road between Tyler Street and Parker Boulevard at 1121 West Bridge Road and contains 8.50 acres. The site is undeveloped and currently consists of open space with a few trees. Water is currently discharged from the site to the W. Bridge Road ditch via dual 12-inch CMPs in the southwest corner of the site. Approximately 0.47 acres (DB1B OFFSITE) of offsite area from the adjacent property to the east contributes drainage to the site. No storm water detention is currently provided.

#### **Proposed Conditions**

The property is proposed to be developed as a chruch. Site improvements include a building, private streets, parking and associated utilities. Storm water detention for the site will be provided in two dry-bottom detention basins located along the south property line of the site. Storm water runoff from the proposed detention basin will be routed via storm sewer to the road ditch along West Bridge Road. No detention for the offsite area will be provided in the proposed detention basin.

#### Storm Water Analysis:

The site was analyzed for pre-developed and post-developed drainage areas. The proposed detention basin was designed with Hydraflow Hydrographs Version 6.052 utilizing the SCS Unit Hydrograph Method for basin routing. Procedures for basin routing are outlined in Section 2B-5 of the 2015 Edition of SUDAS. Refer to the attached Hydrologic Soil Map report for soils information. For this analysis Hydrologic Group C soils were used.

Land Use or Surface Characteristics	C Soils
Open Space, Good Condition	74
Open Space, Fair Condition	79
Impervious Area	98

Land Use or Surface Characteristics	C Soils		
Open Space - Good Condition	<u>5-yr</u> 0.35	<u>100-yr</u> 0.55	
Impervious	0.95	0.98	

#### **Storm Sewer Analysis:**

Storm sewer pipes were designed to convey the 5-year post-developed storm event and overflow paths have been defined for greater events that will route water through overland flowage to the detention basins. The Rational Method will be used to determine the flow rate for each drainage area and the Manning's equation will be used to size the pipes. The runoff coefficients were calculated for each drainage area.





PROJECT: Lakeside Fellowship

SUBJECT: Storm water Calculations DATE: 01/11/16

#### **Storm Water Runoff Summary**

The drainage basins were analyzed for the 5 and 100 yr. storm events. Runoff curve numbers were taken from SUDAS Section 2B-4. The detention basin was designed to limit the 5 year to 100 year post developed release to the 5 year pre-developed release. For detention purposes the site was analyzed with one discharge point (DB 1) located in the southwest corner of the site. Refer to the attached drainage area maps for locations of each area. Refer the attached Hydraflow Hydrographs report for detailed analysis of the drainage basin.

#### **Detention Basin Summary**

The pre-developed allowable release rate is based on EX DB1 and DB1B OFFSITE per the Pre-Development Map. DB1A OFFSITE flows will be intercepted by Edgewater Drive once constructed and will not discharge onto the proposed site, therefore not contributing to the allowable release rate. DB1B OFFSITE is currently developed as townhomes and will be allowed to pass through the proposed detention basins and will contribute to the allowable release rate.

The site will be analyzed for future, full build-out conditions which include a building addition and parking lot expansion. DB1A OFFSITE will be excluded from calculations as Edgewater Drive will be constructed and diverting offsite flows before the proposed church improvements have been completed.

#### **DB 1 - Full Build-Out Condition**

Discharge Point	Pre-Dev Drainage Area (AC)	Post-Dev Drainage Area (AC)	Pre-Dev 5- Year (cfs) (Allowable)	Post-Dev 100-Year (cfs)	Storage Volume (ft <sup>3</sup> )	100-year HWL Elevation	Overflow Elevation (feet)	Detention Freeboard (feet)
DB 1	8.11	8.39	22.09*	20.88	-	-	-	-
Pond 1	ī	-	-	ī	42,212	917.14	918.50	1.36
Pond 2	ı	-	-	ı	5,297	923.40	925.50	2.10
DB 2	0.39	0.11	1.02	0.58	-	-	-	-

<sup>\*</sup> Includes DB1B OFFSITE 100-yr current condition + EX DB1 5-yr pre-developed

#### **Assumptions:**

- \* A time of concentration of 15 minutes was assumed for post developed calculations for the detention analysis.
- \* A time of concentration of 10 minutes was assumed for post developed calculations for the storm sewer analysis.
- \* An additional 78,285 SF of impervious future improvements has been accounted for in the detention analysis.

5501 NW 112th, SUITE G GRIMES, IA 50111

PROJECT: Lakeside Fellowship	JOB NO.		Page	of	Pages
SUBJECT:	DATE:	COMP. BY:		OK'D BY:	

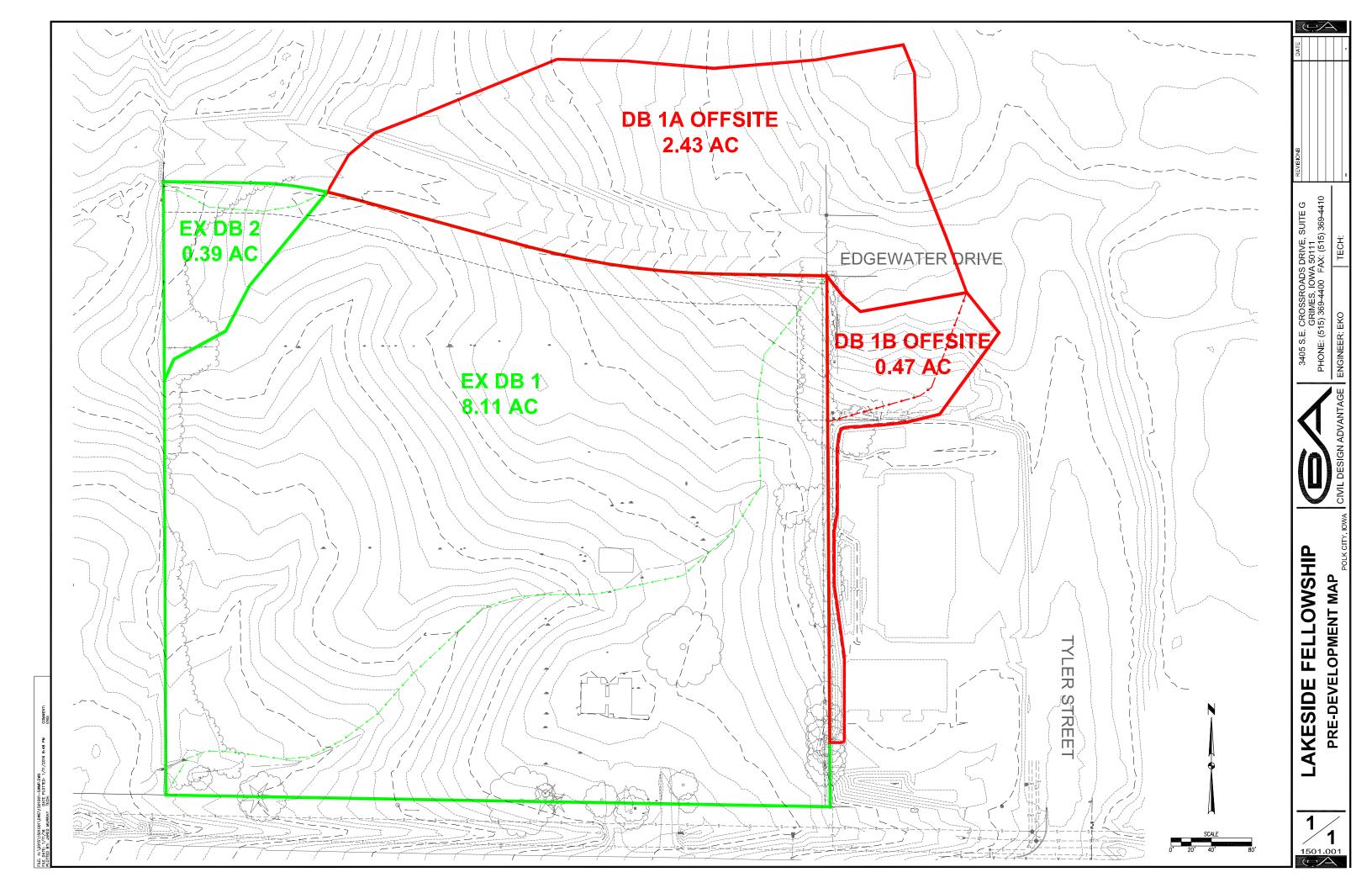
Detention Basin Post-Developed Composite CN-Number Calculations 100-Year										
Drainage	Lawn	Lawn	Imperv.	Imperv.	Total Area	Total Area	Composite			
Area ID	CN	Area, SF	CN	Area, SF	SF	Acres	CN			
DB 1A	74	79627	98	138952	218579	5.02	89			
DB UND 1A	74	9330	98	260	9590	0.22	75			
DB 1B	74	123749	98	13557	137306	3.15	76			
DB UND 2	DB UND 2 74 4758 98 0 4758 0.11 74									
DB 1B OFF	74	8170	98	12481	20651	0.47	89			

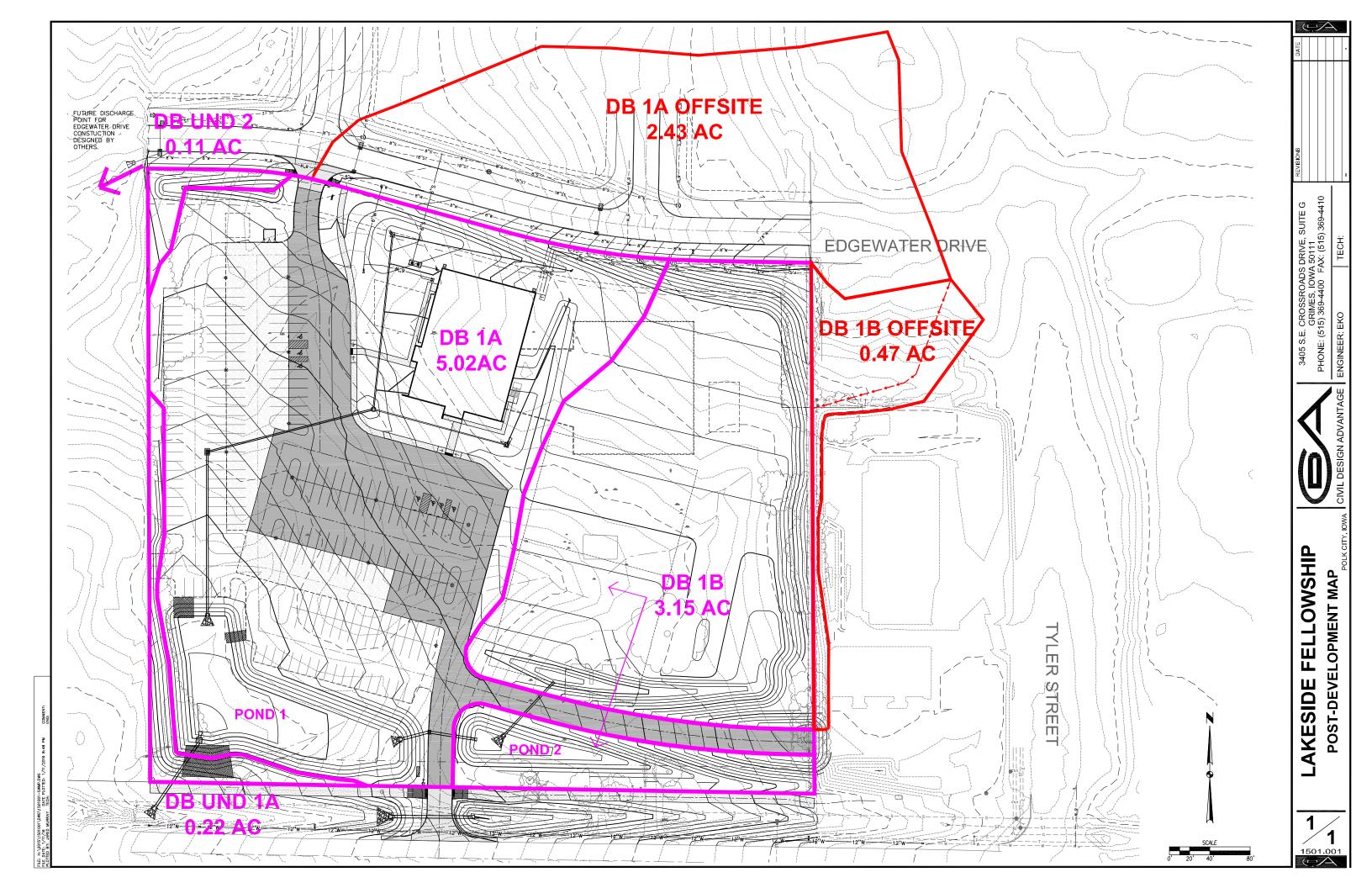
Storm Sewer Post-Developed Composite C-factor Calcul <u>ati</u> ons 5-Year											
Drainage	Lawn	Lawn	Imperv.	Imperv.	Total Area	Total Area	Composite				
Area ID	С	Area, SF	С	Area, SF	SF	Acres	С				
DA 5*	79	342455	98	47016	389471	8.94	81				
DA 7	0.35	0	0.95	11801	11801	0.27	0.95				
DA 10**	0.35	6926	0.95	26965	33891	0.78	0.83				
DA 11	0.35	4774	0.95	497	5271	0.12	0.41				
DA 12	0.35	11412	0.95	7369	18781	0.43	0.59				
DA 13	0.35	16596	0.95	13055	29651	0.68	0.61				

1/11/2016 8:34 PM Lakeside Fellowship - SWMP

<sup>\*</sup> CN-Number used for DA 5 to analyze culvert in HY-8

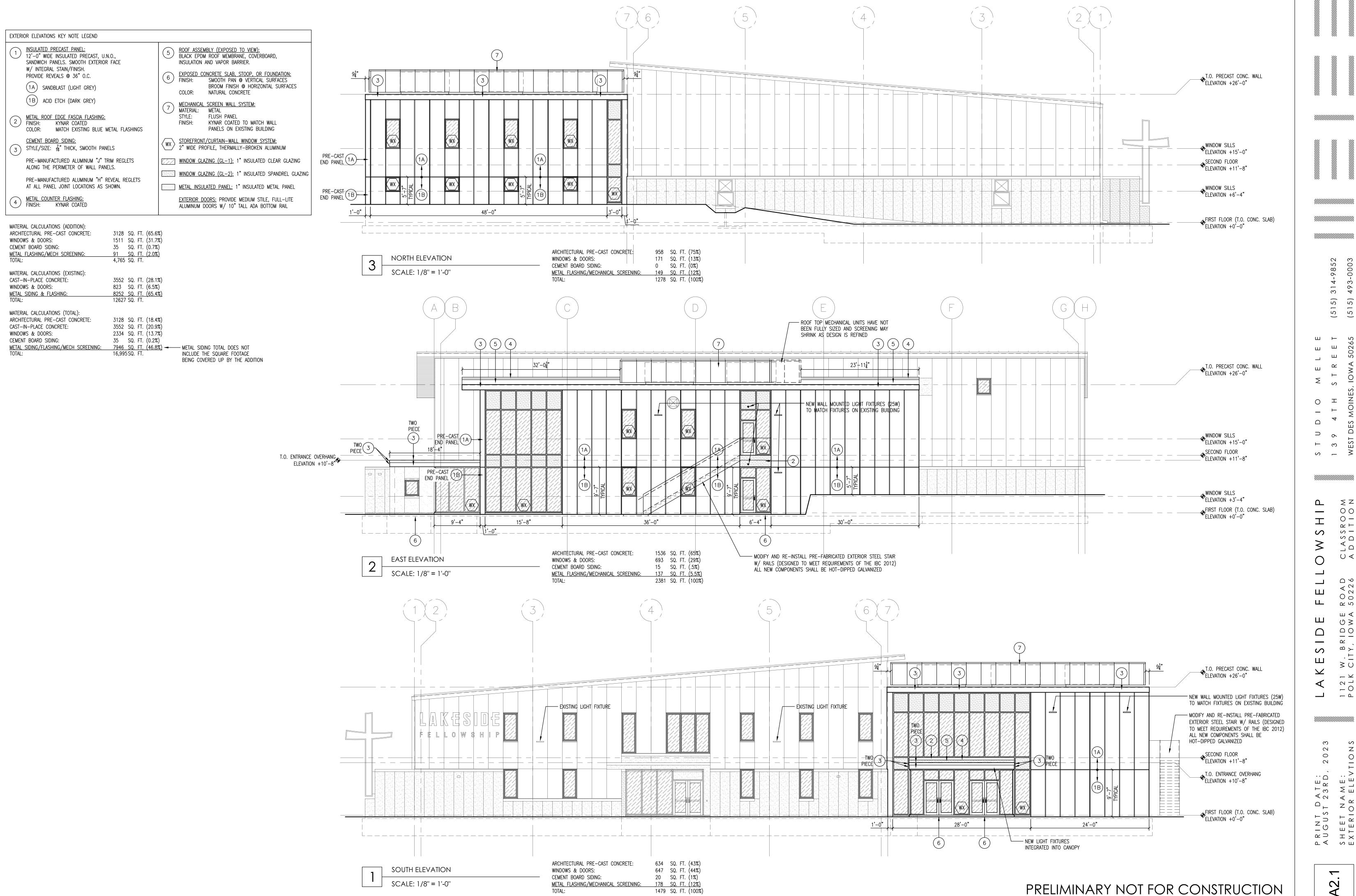
\*\* Accounted for proposed gravel to be replaced with concrete parking in the future.







1501.001



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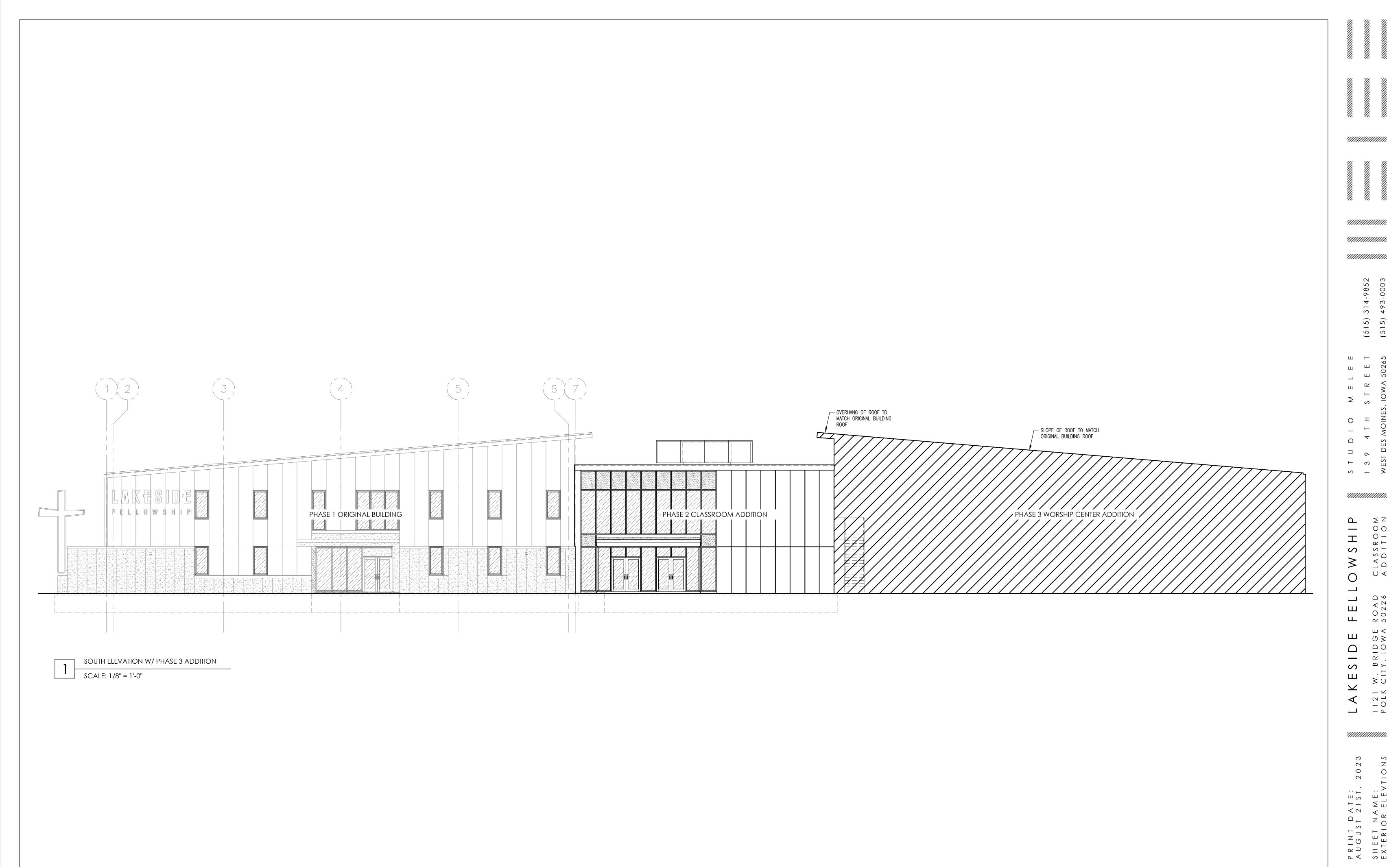
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CUSTOMIZABLE DESIGN

Countless color and size configurations.



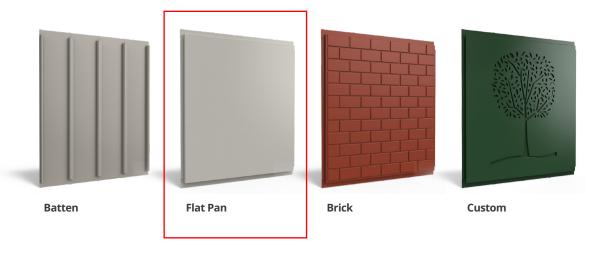
MADE IN USA

From design to manufacturing.



# **ACRYLICAP ABS INFILL OPTIONS**





### **TOP TRIM OPTIONS**





Submitted By
M & M LIGHTING SALES

Catalog Number
DSXW2 LED 20C 700 40K T4M MVOLT DDBXD

Notes





## D-Series Size 2 LED Wall Luminaire

lighting





**Back Box (BBW)** 



#### d"series

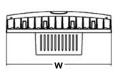
## Specifications

5-1/2" **BBW** 21 lbs 18-1/2" 1 lbs Width: Weight: Width: Weight: (47.0 cm) (14.0 cm) (0.5 kg)10" 1-1/2" Depth: Depth: (25.4 cm) (3.8 cm)

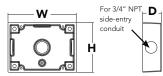
Height:

**Height:** 7-5/8" (19.4 cm)

Luminaire







4"

(10.2 cm)



#### The the Tab key of mouse over the page to see an interactive elem

#### **4** Capable Luminaire

This item is an A+ capable luminaire, which has been designed and tested to provide consistent color appearance and system-level interoperability.

- All configurations of this luminaire meet the Acuity Brands' specification for chromatic consistency
- This luminaire is A+ Certified when ordered with DTL® controls marked by a shaded background. DTL DLL equipped luminaires meet the A+ specification for luminaire to photocontrol interoperability1
- This luminaire is part of an A+ Certified solution for ROAM®2 or XPoint™ Wireless control networks, providing out-of-the-box control compatibility with simple commissioning, when ordered with drivers and control options marked by a shaded background¹

To learn more about A+, visit <a href="www.acuitybrands.com/aplus">www.acuitybrands.com/aplus</a>.

- 1. See ordering tree for details.
- A+ Certified Solutions for ROAM require the order of one ROAM node per luminaire. Sold Separately: <u>Link to Roam</u>; <u>Link to DTL DLL</u>

## A+ Capable options indicated by this color background.

#### **Ordering Information EXAMPLE: DSXW2 LED 30C 700 40K T3M MVOLT DDBTXD** DSXW2 LED 20C 700 40K T4M MVOL Series LEDs Color temperature Distribution DSXW2 LED 20C MVOLT 1 20 LEDs 350 350 mA 30K 3000 K T2S Type II Short Shipped included Shipped installed 530 mA 530 40K 4000 K T2M Type II Medium 120 (blank) Surface PF Photoelectric cell, button type 4 engines Type III Short mounting 700 700 mA 50K 5000 K T3S 208 1 PER NEMA twist-lock receptacle only (no controls) 30C 30 LEDs bracket 1000 m/ AMBPC Amber T3M Type III Mediun 240 <sup>1</sup> DMG 0-10V dimming driver (no controls) (1 A) phosphor T4M Type IV Medium 277 <sup>1</sup> DCR Dimmable and controllable via ROAM® (no controls)5 engines) converted Shipped separately<sup>3</sup> Forward Throw 347<sup>2</sup> PIRH 180° motion/ambient light sensor, 15–30' mtg ht $^{\rm 6}$ BBW Surface-Medium Motion/ambient sensor, 8-15' mounting height, 480<sup>2</sup> PIR1FC3V mounted ambient sensor enabled at 1fc7 **ASYDF** Asymmetric back box (for diffuse PIRH1FC3V Motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 1fc<sup>7</sup> conduit entry) DDBXD Other Options Shipped installed Shipped separately 9 DDBXD Dark bronze DSSXD Sandstone DWHGXD Textured white SF DBI XD DDRTXD DSSTXD Single fuse (120, 277, 347V) 8 Bird-deterrent spikes Black Textured dark bronze Textured sandstone RSW

DBLBXD

DNATXD

Textured black

Textured natural aluminum



Double fuse (208, 240, 480V) 8

Separate surge protection 9

House-side shield 3

WG

Wire quard

Vandal guard

DF

SPD

White

Natural aluminum

DNAXD

DWHXD



Submitted By M & M LIGHTING SALES

Catalog Number DSXW2 LED 20C 700 40K T4M MVOLT DDBXD

Notes

#### **Ordering Information**

#### Accessories

Ordered and shipped separately DLL127F 1.5 JU Photocell - SSL twist-lock (120-277V) 10 DLL347F 1.5 CUL JU Photocell - SSL twist-lock (347V) 10 DLL480F 1.5 CUL JU Photocell - SSL twist-lock (480V) 10 DSHORT SBK U Shorting cap  $^{\rm 10}$ 

DSXWHS U House-side shield (one per light engine)

DSXWBSW U Bird-deterrent spikes DSXW2WG U Wire quard accessory DSXW2VG U Vandal guard accessory Back box accessory (specify finish)

For more control options, visit DTL and ROAM online.

#### NOTES

- MVOLT driver operates on any line voltage from 120-277V (50/60 Hz). Specify 120, 208, 240 or 277 options only when ordering with fusing (SF, DF options), or photocontrol (PE option).
- Available with 30 LED/700mA options only (DSXW2 LED 30C 700). DMG option not available.
- Also available as a separate accessory; see Accessories information.
- Photocontrol (PE) requires 120, 208, 240 or 347 voltage option. Not available with motion/ambient light sensors (PIR or PIRH).
- 5 Specifies a ROAM® enabled luminaire with 0-10V dimming capability; PER option required. Not available with 347V, 480V or PIRH. Additional hardware and services required for ROAM® deployment; must be purchased separately. Call 1-800-442-6745 or email: sales@roamservices.net
- 6 Specifies the Sensor Switch SBGR-6-ODP control; see Outdoor Control Technical Guide for details. Includes ambient light sensor. Not available with "PE" option (button type photocell) or DCR. Dimming driver standard.
  7 PIR and PIRIT-C3V specify the SensorSwitch SBGR-6-ODP control; see Motion Sensor Guide for details. Dimming driver standard. Not available with PERS or PER7. Ambient sensor disabled when ordered with DCR. Separate on/off required.

  Single fuse (SF) requires 120, 277 or 347 voltage option. Double fuse (DF) requires 208, 240 or 480 voltage option.

- 9 See the electrical section on page 2 for more details.
   10 Requires luminaire to be specified with PER option. Ordered and shipped as a separate line item.

#### **Performance Data**

#### Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Contact factory for performance data on any configurations not shown here.

Color   Colo		Drive	System				30K			40K		50K				AMBER								
250   250	LEDs				Lumens	В	U	G	LPW		В	U	G	LPW	Lumens	В	U	G	LPW	Lumens	В	U	G	LPW
350 mA   25W   735   2.748   1   0   1   110   2.959   1   0   1   118   2.970   1   0   1   119   1.698   0   0   0   1   68   68   68   68   68   68   68				T2S	2,783	1	0	1	111	2,989	1	0	1	120	3,007	1	0	1	120	1,720	1	0	1	69
201 202 203 may 1				T2M	2,708	1	0	1	108	2,908	1	0	1	116	2,926	1	0	1	117	1,673	1	0	1	67
2016   1900		250 m/s	25W	T3S	2,748	1	0	1	110	2,951	1	0	1	118	2,970	1	0	1	119	1,698	0	0	1	68
TFIM		330 IIIA	2300	T3M	2,793	1	0	1	112	2,999	1	0	1	120	3,018	1	0	1	121	1,726	1	0	1	
20C   Total					2,756	1	0	1		2,959		0				1	0	1	119	1,703	0	0	1	
20C 20T								-				-					_							
Salama   S																							_	
20C   Fig.   Sum																								
20C 20T		530 mA	36W																				1	
TITIM   3,986   1   0   1   111   4,281   1   0   1   119   4,307   1   0   1   1120   1,673   1   0   1   67		JJUIIIN	3011					-				-											1	
	20C																_						1	
Tour																							1	
700 mA  47W  13S 5,066 1 0 0 1 108 5,440 1 0 0 1 116 5,474 1 0 0 1 116 2,442 1 0 0 1 68  13M 5,148 1 0 2 110 5,528 1 0 2 118 5,635 1 0 2 118 2,482 1 0 0 1 68  14M 5,080 1 0 0 1 108 5,455 1 0 1 116 5,489 1 0 2 117 2,449 1 0 0 1 68  17FM 5,076 1 0 1 1 97 7,767 1 0 1 1 108 5,450 1 0 1 116 5,484 1 0 0 2 117 2,447 1 0 0 1 68  17S 7,148 1 0 1 1 97 7,767 1 0 1 1 107 1 10	(20150-)																						11	
March   Marc	(20 LEDS)																						1	
1900 mA		700 mA	47W																				1	
TITIM		/ *******																					1	
1000 mA   1000																							1	
1000 mA   Table   1000 mA																							1	
1000 mA																							1	
1000 mA   14W   13M   7,173   1   0   2   97   7,702   1   0   2   104   7,750   1   0   2   105   3,070   1   0   1   65																					<u> </u>		1	
13M		1000 mA	74W									-											1	
SOURDAY  SAME NOTE   TERM   7,071   1   0   2   96   7,593   1   0   2   103   7,641   1   0   2   103   3,027   1   0   1   64																							1	
350 mA  36W  36W  36W  36W  36W  36W  36W  36																							1	
36W																							1	
350 mA  36W  \[ \begin{array}{c c c c c c c c c c c c c c c c c c c																							1	
300 mA  300 mA								-				-												
T4M		350 mA	36W																					
SAUNA   SAUN																								
30C   Sam																							1	
30C   Sample   Sample								-													1		1	
30C    S30 mA   S4W   T3S   S,926   1   0   1   110   6,363   1   0   1   118   6,403   1   0   1   119   2,541   1   0   1   71																					1		1	
30C   T3M   6,022   1   0   2   112   6,467   1   0   2   120   6,507   1   0   2   121   2,582   1   0   1   72																					1		1	
30C (30 LEDs)   T4M   5,942   1   0   1   110   6,381   1   0   2   118   6,420   1   0   2   119   2,547   1   0   1   71		530 mA	54W																				1	
TFTM   5,937   1   0   1   110   6,375   1   0   2   118   6,415   1   0   2   119   2,545   1   0   1   71	206																						1	
T2S	30C																						1	
T2M							_	-																
7100 mA   71W	(30 LEDs)																							
T3M	(======,																							
T4MI 7,533 1 0 2 106 8,089 1 0 2 114 8,140 1 0 2 115 3,659 1 0 1 68    TFIM 7,527 1 0 2 106 8,083 1 0 2 114 8,133 1 0 2 115 3,656 1 0 1 68    TS 10,468 2 0 2 96 11,241 2 0 2 103 11,311 2 0 2 104 4,559 1 0 1 64    T2M 10,184 2 0 2 93 10,936 2 0 2 100 11,004 2 0 2 101 4,436 1 0 2 62    T3S 10,336 1 0 2 95 11,099 1 0 2 102 11,169 2 0 2 102 4,502 1 0 1 63    T3M 10,505 2 0 3 96 11,280 2 0 3 103 11,351 2 0 3 104 4,575 1 0 2 64    T4M 10,364 1 0 2 95 11,129 1 0 2 102 11,159 2 0 2 103 4,514 1 0 2 64		700 mA	71W																				_	
TFTM 7,527 1 0 2 106 8,083 1 0 2 114 8,133 1 0 2 115 3,656 1 0 1 68  TFTM 7,527 1 0 2 106 8,083 1 0 2 114 8,133 1 0 2 115 3,656 1 0 1 68  TSM 10,168 2 0 2 96 11,241 2 0 2 103 11,311 2 0 2 104 4,559 1 0 1 64  TSM 10,184 2 0 2 93 10,936 2 0 2 100 11,004 2 0 2 101 4,436 1 0 2 62  TSS 10,336 1 0 2 95 11,099 1 0 2 102 11,169 2 0 2 102 4,502 1 0 1 63  TSM 10,505 2 0 3 96 11,280 2 0 3 103 11,351 2 0 3 104 4,575 1 0 2 64  T4M 10,364 1 0 2 95 11,129 1 0 2 102 11,199 2 0 2 103 4,514 1 0 2 64																					<u> </u>		1	
1000 mA							•					-				_							1	
1000 mA 1000 m																_							1	
1000 mA 109W																							2	
T3M 10,505 2 0 3 96 11,280 2 0 3 103 11,351 2 0 3 104 4,575 1 0 2 64  T4M 10,364 1 0 2 95 11,129 1 0 2 102 11,199 2 0 2 103 4,514 1 0 2 64																							1	
T4M 10,364 1 0 2 95 11,129 1 0 2 102 11,199 2 0 2 103 4,514 1 0 2 64		1000 mA	109W																				2	
					-	•					-													
																							1	

Note: Available with phosphor-converted amber LED's (nomenclature AMBPC). These LED's produce light with 97+% >530 nm. Output can be calculated by applying a 0.7 factor to 4000 K lumen values and photometric files.





Submitted By M & M LIGHTING SALES

Catalog Number DSXW2 LED 20C 700 40K T4M MVOLT DDBXD

Notes

#### **Performance Data**

#### **Lumen Ambient Temperature (LAT) Multipliers**

Use these factors to determine relative lumen output for average ambient temperatures from 0-40  $^{\circ}\text{C}$  (32-104  $^{\circ}\text{F}).$ 

Amb	Ambient				
0°C	32°F	1.02			
10°C	50°F	1.01			
20°C	68°F	1.00			
25°C	77°F	1.00			
30°C	86°F	1.00			
40°C	104°F	0.98			

#### **Electrical Load**

					Curre	nt (A)		
LEDs	Drive Current (mA)	System Watts	120V	208V	240V	277V	347V	480V
	350	25 W	0.23	0.13	0.12	0.10	-	-
20C	530	36 W	0.33	0.19	0.17	0.14	-	-
200	700	47 W	0.44	0.25	0.22	0.19	-	-
	1000	74 W	0.68	0.39	0.34	0.29	-	-
	350	36 W	0.33	0.19	0.17	0.14	-	-
30C	530	54 W	0.50	0.29	0.25	0.22	-	-
300	700	71 W	0.66	0.38	0.33	0.28	0.23	0.16
	1000	109 W	1.01	0.58	0.50	0.44	-	-

#### Projected LED Lumen Maintenance

Data references the extrapolated performance projections for the **DSXW2 LED 30C 1000** platform in a **25°C ambient**, based on 10,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11).

To calculate LLF, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

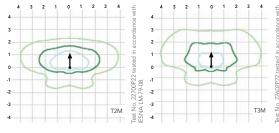
Operating Hours	0	25,000	50,000	100,000
Lumen Maintenance Factor	1.0	0.95	0.92	0.87

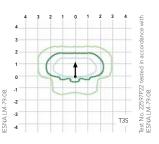
#### **Photometric Diagrams**

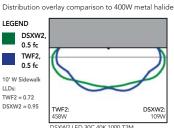
To see complete photometric reports or download .ies files for this product, visit Lithonia Lighting's D-Series Wall Size 2 homepage.

Isofootcandle plots for the DSXW2 LED 30C 1000 40K. Distances are in units of mounting height (25')









DSXW2 LED 30C 40K 1000 T2M, TWF2 400M Pulse, 25' Mounting

#### **FEATURES & SPECIFICATIONS**

#### INTENDED USE

The energy savings, long life and easy-to-install design of the D-Series Wall Size 2 make it the smart choice for building-mounted doorway and pathway illumination for nearly any facility.

#### CONSTRUCTION

Two-piece die-cast aluminum housing has integral heat sink fins to optimize thermal management through conductive and convective cooling. Modular design allows for ease of maintenance. The LED driver is mounted to the door to thermally isolate it from the light engines for low operating temperature and long life. Housing is completely sealed against moisture and environmental contaminants (IP65).

Exterior parts are protected by a zinc-infused Super Durable TGIC thermoset powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-stage process ensures a minimum 3 mils thickness for a finish that can withstand extreme climate changes without cracking or peeling. Available in textured and non-textured finishes.

#### OPTICS

Precision-molded proprietary acrylic lenses provide multiple photometric distributions tailored specifically to building mounted applications. Light engines are available in 3000 K (70 min. CRI), 4000 K (70 min. CRI) or 5000 K (70 min. CRI) configurations.

#### ELECTRICAL

Light engine(s) consist of 10 high-efficacy LEDs mounted to a metal-core circuit board to maximize heat dissipation and promote long life (L87/100,000 hrs at 25°C). Class 1 electronic drivers have a power factor >90%, THD <20%, and a minimum 2.5KV surge rating. When ordering the SPD option, a separate surge protection device is installed within the luminaire which meets a minimum Category C Low (per ANSI/IEEE C62.41.2).

#### INSTALLATION

Included universal mounting bracket attaches securely to any 4" round or square outlet box for quick and easy installation. Luminaire has a slotted gasket wireway and attaches to the mounting bracket via corrosion-resistant screws.

CSA certified to U.S. and Canadian standards. Rated for -40°C minimum ambient.

DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www. confirm which versions are qualified.

#### WARRANTY

Five-year limited warranty. Complete warranty terms located at

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.





Submitted By M & M LIGHTING SALES

Catalog Number
OLWX1 LED 13W 40K

Notes

W1



## OLWX1 LED LED Wall Luminaire









### Introduction

As versatile as it is efficient, the OLWX1 is designed to replace up to 250W metal halide while saving over 87% in energy costs. It combines multiple mounting options with the latest generation of LEDs for a wall pack luminaire that converts to a whole lot more. Whether you are mounting it to a recessed junction box, conduit/through wiring, as an up light, as a down light, or as a flood light – the

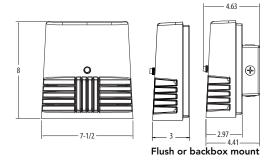
OLWX1 has you covered.

#### **Specifications**

Width: 7-1/2" (19 cm)
Height: 8"

Depth: 3" (7.62 cm)

**Weight:** 5 lbs (2.27ka)



### Ordering Information

(20.3 cm)

#### **EXAMPLE: OLWX1 LED 20W 50K**

OLWX1 LED	13W	40K			
Series	Performance Package	Color Temperature	Voltage	Controls	Finish
OLWX1 LED	13W 13 watts 20W 20 watts 40W 40 watts	<b>40K</b> 4000 K <sup>1</sup> <b>50K</b> 5000 K	(blank) MVOLT <sup>2</sup> 120 120V <sup>3</sup> 347 347V	(blank) None PE 120V button photocell <sup>13</sup>	(blank) Dark bronze

#### Accessories

Ordered and shipped separatel

OLWX1TS Slipfitter – size 1

OLWX1YK Yoke – size 1

OLWX1THK Knuckle – size 1

#### NOTES

- 1 Not available with 347V option.
- 2 MVOLT driver operates on any line voltage from 120-277V (50/60Hz).
- 3 Specify 120V when ordering with photocell (PE option).

#### **FEATURES & SPECIFICATIONS**

#### INTENDED USE

The versatility of the OLWX1 LED combines a sleek, low-profile wall pack design and high-output LEDs to provide an energy efficient, low maintenance LED wall pack suitable for replacing up to 250W metal halide fixtures. Available flood light mounting accessories convert the OLWX1 LED into a highly efficient flood light.

OLWX1 LED is ideal for outdoor applications such as building perimeters, loading areas, driveways and sign and building flood lighting.

#### CONSTRUCTION

Rugged cast-aluminum housing with textured dark bronze polyester powder paint for lasting durability. Integral heat sinks optimize thermal management through conductive and convectiv cooling. LEDs are protected behind a glass lens. Housing is sealed against moisture and environmental contaminants (IP65).

#### OPTICS

High-performance LEDs behind clear glass for maximum light output. Light engines are available in 4000K and 5000K CCTs. See Lighting Facts label and photometry reports for specific fixture performance.

#### ELECTRICAL

Light engine consists of 1 high-efficiency Chip On Board (COB) LED with integrated circuit board mounted directly to the housing to maximize heat dissipation and promote long life (L73/100,000 hours at 25°C). Electronic drivers have a power factor >90% and THD <20% and a minimum 2.5kV surge rating. Flood light mounting accessories include an additional 6kV surge protection device.

#### INSTALLATION

Easily mounts to recessed junction boxes with the included wall mount bracket, or for surface mounting and conduit entry - with the included junction box with five 1/2" threaded conduit entry hubs. Flood light mounting accessories (sold separately) include knuckle, integral slipfitter and yoke mounting options. Each flood mount accessory comes with a top visor and vandal guard. Luminaire may be wall or ground mounted in downward or upward orientation.

#### LISTING

UL Listed to U.S. and Canadian safety standards for wet locations. Rated for -40° C minimum ambient. Tested in accordance with IESNA LM-79 and LM-80 standards. DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at <a href="https://www.designlights.org">www.designlights.org</a> to confirm which versions are qualified.

#### WARRANTY

5-year limited warranty. Complete warranty terms located at:

**Note:** Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25°C. Specifications subject to change without notice.





Submitted By
M & M LIGHTING SALES

Catalog Number OLWX1 LED 13W 40K

Notes



#### **Performance Data**

#### **Lumen Output**

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts.

Fixture Model Number	ССТ	System Watts	Lumens	LPW	В	U	G	CRI
OLWX1 LED 13W 40K	4000 K	14 W	1,271	91	1	0	0	>70
OLWX1 LED 13W 50K	5000 K	14 W	1,289	92	1	0	0	>80
OLWX1 LED 20W 40K	4000 K	20 W	2,697	135	1	0	0	>70
OLWX1 LED 20W 50K	5000 K	19 W	2,663	140	1	0	0	>70
OLWX1 LED 40W 40K	4000 K	39 W	4,027	101	2	0	0	>70
OLWX1 LED 40W 50K	5000 K	37 W	4,079	110	2	0	0	>70

#### **Electrical Load**

	Input current at given input voltage (amps)							
Fixture Model Number	Rated Power (watts)	120V	208V	240V	277V	347V		
OLWX1 LED 13W 40K	14 W	0.12	0.07	0.06	0.06	0.04		
OLWX1 LED 13W 50K	14 W	0.12	0.07	0.06	0.06	0.04		
OLWX1 LED 20W 40K	20 W	0.20	0.12	0.10	0.09	0.06		
OLWX1 LED 20W 50K	19 W	0.20	0.12	0.10	0.09	0.06		
OLWX1 LED 40W 40K	39 W	0.37	0.21	0.19	0.16	0.11		
OLWX1 LED 40W 50K	37 W	0.37	0.21	0.19	0.16	0.11		

#### **Lumen Ambient Temperature (LAT) Multipliers**

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

	0°C	10°C	20°C	25°C	30°C	40°C
13W	1.06	1.03	1.01	1.00	0.99	0.96
20W	1.06	1.04	1.01	1.00	0.99	0.96
40W	1.07	1.04	1.01	1.00	0.99	0.96

#### **Projected LED Lumen Maintenance**

Data references the extrapolated performance projections in a 25°C ambient, based on 10,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11).

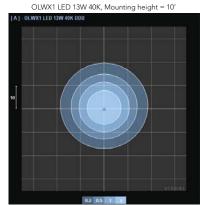
To calculate LLF, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

Operating Hours	0	25,000	50,000	100,000
OLWX1 LED 13W	1.00	0.92	0.85	0.73
OLWX1 LED 20W	1.00	0.92	0.85	0.73
OLWX1 LED 40W	1.00	0.94	0.88	0.79

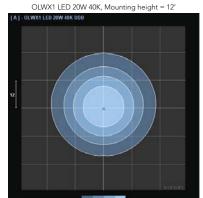
#### **Photometric Diagrams**

To see complete photometric reports or download .ies files for this product, visit the Lithonia Lighting OLWX1 LED homepage. Tested in accordance with IESNA LM-79 and LM-80 standards

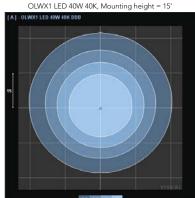




Test No. LTL22697 tested in accordance with IESNA LM-79-08.



Test No. LTL22696 tested in accordance with IESNA LM-79-08.



Test No. LTL22695 tested in accordance with IESNA LM-79-08.

#### **Accessories**



OLWX1TS Slipfitter – size 1



OLWX1YK Yoke – size 1



OLWX1THK Knuckle – size 1



Top Visor and Vandal Guard included with accessories





#### **DESCRIPTION**

The COR Series offers quality and value with a compact and attractive LED based remote emergency light. The white base-plate and lamp-heads are made of high impact UL flame rated thermoplastic. Lamp-heads are fully gasketed and weatherproof to ensure operation in wet environments. The lamp heads are fully adjustable and glare-free. The remote lamps are driven by the Compass remote capacity Exit, Combo or Emergency Light.

#### **APPLICATION**

The COR Series can be applied over path of egress doors and in areas affected by rain, moisture and condensation.

#### **COMPLIANCES**

NFPA 101 and NFPA 70 OSHA

#### WARRANTY

2 year full unit warranty



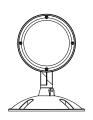
#### **FEATURES**

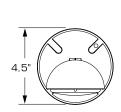
- Single or Double lamp-head outdoor remote with base
- · LED life-cycle of more than 10 years
- · Quick installation
- Fully adjustable lamp-heads
- Fully gasketed for application in wet environment

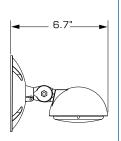
#### **ORDERING GUIDE**

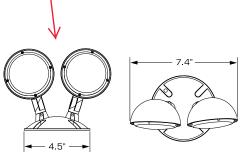
Catalog Number	Description	Voltage	Lamp Watts (Each)			
CORS	Single LED outdoor remote lamp-head with mounting base	3 VDC	1 Watt			
CORD	Double LED outdoor remote lamp-head with mounting base	3 VDC	1 Watt			
Powered by Compass Exit, Combo or Emergency Light with Remote Capacity						

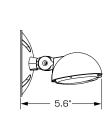
#### **DIMENSIONS**











CORS Single Remote Carton Weight: 1 lbs. Master Carton Quantity: 20 each CORD

Double Remote Carton Weight: 1.2 lbs. Master Carton Quantity: 20 each



#### RESOLUTION NO. 2023-103

# A RESOLUTION APPROVING THE AMENDED SITE PLAN TO INCLUDE THE CONSTRUCTION OF A BUILDING ADDITION ALONG THE EAST WALL OF THE EXISTING BUILDING, INCLUDING THE EXPANSION OF THE PAVED PARKING LOT

WHEREAS, Lakeside Fellowship Church is located at 1121 W. Bridge Road, Polk City, Iowa; and

**WHEREAS**, the City Council approved Resolution 2015-27 approving the original submitted Site Plan and provisions on April 27, 2015; and

**WHEREAS**, the City Council approved Resolution 2016-13 approving the amended submitted Site Plan and provisions on February 22, 2016; and

**WHEREAS**, the City Council approved Resolution 2016-103 approving the amended submitted Site Plan and provisions on October 24, 2016; and

**WHEREAS**, the City Council approved Resolution 2018-110 approving the amended submitted Site Plan and provisions on September 24, 2018; and

**WHEREAS,** the City Council approved Resolution 2019-46 approving the amended submitted Site Plan and provisions on May 28, 2019; and

**WHEREAS**, the City Council approved Resolution 2020-81 approving the amended submitted Site Plan and provision on July 27, 2020

WHEREAS, Lakeside Fellowship Church has submitted an additional amendment for the construction of a building addition along the east wall of the existing building, including the expansion of the paved parking lot; and

**WHEREAS**, the Polk City Planning and Zoning Commission reviewed and recommended approval for the Amended Site Plan for Lakeside Fellowship Church on August 21, 2023; and

**WHEREAS**, the City Engineer has reviewed the Site Plan and documents and recommend approval subject to the following:

- ➤ Provision of a signed Stormwater Management Facility Easement Agreement and Covenant, including associated easement plats, for both of the existing detention basins on the subject parcel.
- No Building Permit will be issued for the Lakeside Fellowship Classroom Addition until the applicant provides a recorded copy of the Stormwater Management Facility Easement Agreement and Covenant to the City Clerk.
- No Building Permit shall be issued prior to City Staff approving the final proposed height of screening materials, ensuring that mechanical units are completely screened in accordance with P&Z recommendation.

- No temporary or permanent Certificate of Occupancy will be issued for the Classroom Addition until all site plan elements are completed, including landscaping, or an Agreement to Complete with surety is supplied to the City.
- The proposed mechanical unit screening being extended to connect as part of the future Phase 3 building addition which shall have an opposite-sloped roof, consistent with P&Z recommendation.
- > Payment in full of all fees and professional billings.

PASSED AND APPROVED the 28<sup>th</sup> day August 2023.

**NOW, THEREFORE, BE IT RESOLVED,** the City Council of the City of Polk City, Iowa hereby accepts the recommendations of the Planning and Zoning Commission, the City Engineer, and deems it appropriate to approve the amended Site Plan which allows for the construction of a building addition along the east wall of the existing building, including the expansion of the paved parking lot.

**BE IT FURTHER RESOLVED** that the provisions outlined in Resolution 2015-27 and 2016-13 and 2016-103, 2018-110, 2019-46, and 2020-81 are still in full force and affect and further made a part of this Resolution.

Steve Karsjen, Mayor

ATTEST:	
Jenny Coffin, City Clerk	



#### SITE PLAN REVIEW

Date: August 24, 2023 Prepared by: Travis Thornburgh, P.E.

Kathleen Connor

Project: Lakeside Fellowship Classroom Project No.: 123.0945.01

Addition

#### **GENERAL INFORMATION:**

Owner/ Applicant:	Lakeside Fellowship Church				
Requested Action:	Approval of Site Plan Amendment				
Location	1121 W. Bridge Road North of Bridge Road				
Size:	8.50 acres				
Zoning:	C-2 Commercial				
Proposed Use:	Religious Institution				



#### **BACKGROUND:**

The subject property was already zoned C-2 Commercial when it was platted as Lot 1 of Lakewoods Plat 1, which was recorded on January 21, 2013. The original site plan for the 12,864 square foot Lakeside Fellowship Church was subsequently approved by City Council on April 27, 2015. There was much discussion regarding the architecture of the building which was designed with a single-pitch roof with the intent for the building addition to have a single-pitch roof in the opposite direction for increased architectural interest.

On February 22, 2016, prior to construction, the developer obtained approval of a Revised Site Plan for modified building elevations to reduce cost. Among other changes, the building was revised to have cast-in place concrete walls, rather than originally proposed pre-cast panels, that were sandblasted to expose the aggregate and the insulated metal siding panels were revised to a gray color. In addition, paving of a portion of the 130 parking stalls was deferred by Agreement for a period of 3 years.

Subsequent Site Plan Amendments were approved in 2016 for soccer fields on the east side of Lot 1, in 2018 for the parking lot paving in accordance with the agreement, in 2019 for prairie grass plantings along W. Bridge Road, and in 2020 for a 6' tall fence in the front yard facing Edgewater Drive to screen the ground-mounted mechanical units.

#### **PROJECT DESCRIPTION:**

Lakeside Fellowship Church has now submitted a site plan amendment that proposes construction of a multi-story, 8,991 square feet addition that will be used primarily for classrooms.

The proposed addition will be constructed primarily using a mixture of cement board siding and concrete panels in colors that are aesthetically similar to the existing building. The applicant is proposing a flat roof, rather than the pitched roof originally contemplated for the building addition. Roof mounted mechanical units will be screened from the public right-of-way with the installation of a screening wall surrounding the units rather than ground-mounted units as on the original building.

The site plan amendment proposes the removal of the current gravel parking lot located on the site and replacement of this gravel with 6" PCC pavement. The expanded parking lot results in the paving of 45 additional parking stalls, bringing the total parking stalls available on the site to 184 paved parking stalls, including 7 accessible parking stalls. Based on the proposed use, the site is required to provide no less than 76 parking stalls, including 6 accessible parking stalls.

The existing detention basin was appropriately sized during the first phase of site plan construction and will remain as constructed as part of this site plan amendment. Services to the existing building will remain in place, while on-site storm sewer facilities will be extended as needed to accommodate the additional building and pavement areas.

Plant materials will be installed as part of the site plan amendment to meet Polk City's open space, buffer, and headlight screening requirements. The applicant is required to construct a Type 'B' buffer along all property lines that abut residential zoning. Generally, this Type 'B' buffer is required along the north property line and the NE corner of the property.

The developer proposes protection of the existing sidewalk along Edgewater Drive and the existing trail along W. Bridge Road and will replace any damaged sidewalk following construction operations.

According to Chapter 157.09-2C, pitched roofs with gables, hips, dormers and similar offsetting and intersecting roof lines are desirable for increased architectural character. As presented when the Original Site Plan was approved, the building was designed with a single pitch slope, however the future building addition was to have a single-pitch roof in the opposite direction for increased architectural interest. The current building addition is proposed to have a flat roof however, the applicant has included an architectural elevation showing their intent for the Phase 3 worship center addition to include an opposite pitched roof as future construction.

According to Chapter 157.09-5E, screening shall be provided for roof-mounted HVAC units to conceal such units from public view and adjacent residential areas. This project abuts Edgewater Drive which, near Roosevelt Street, sits approximately 10 feet higher than the finished floor of both the existing building and addition which may increase the prominence of these rooftop units. The property owner is currently proposing a flat, acrylic screening product that wraps around the rooftop HVAC units in a color that matches the architectural intent of the rest of the existing and proposed building structure. Per P&Z recommendation, the applicant has extended the acrylic screen to within 9" of the existing building to visually tie the screen to the building and avoid a "box on box"

appearance for the flat-roofed portion of the structure. When the Phase 3 addition is constructed, the acrylic screen should be extended to the east to tie into that future structure.

#### **REVIEW COMMENTS:**

Submittal #5 addresses all review comments.

#### **RECOMMENDATION:**

Based on the foregoing, P&Z and staff recommends approval of the Site Plan Amendment for the Lakeside Fellowship Classroom Addition, with the understanding that Phase 3 shall have a pitched roof, subject to the following:

- 1. Provision of a signed Stormwater Management Facility Easement Agreement and Covenant, including associated easement plats, for both of the existing detention basins on the subject parcel.
- 2. No Building Permit will be issued for the Lakeside Fellowship Classroom Addition until the applicant provides a recorded copy of the Stormwater Management Facility Easement Agreement and Covenant to the City Clerk.
- 3. No Building Permit shall be issued prior to City Staff approving the final proposed height of screening materials, ensuring that mechanical units are completely screened in accordance with P&Z recommendation.
- 4. No temporary or permanent Certificate of Occupancy will be issued for the Classroom Addition until all site plan elements are completed, including landscaping, or an Agreement to Complete with surety is supplied to the City.
- 5. The proposed mechanical unit screening being extended to connect as part of the future Phase 3 building addition which shall have an opposite-sloped roof, consistent with P&Z recommendation.
- 6. Payment in full of all fees and professional billings.



#### PRELIMINARY PLAT REVIEW

Date: August 23, 2023 Prepared by: Kathleen Connor

Travis Thornburgh, P.E.

Project: Big Creek Ridge Project No.: 123.0787.01

#### **GENERAL INFORMATION:**

Applicant	BCR, LLC.
Owner	Solid Ground, LLC.
Requested Action:	Approval of Preliminary Plat
Location	South side of E. Northside Drive, approximately 2,500 feet east of N.  3rd Street
Size:	49.17 acres
Zoning:	R-1
Proposed Use:	23 single family lots, 4 detention basin outlots, 1 non-buildable outlot



#### PROJECT BACKGROUND & DESCRIPTION:

On July 12, 2022, the City Council approved a rezoning request for this property, changing the subject property's zoning to R-1. This Preliminary Plat is in general conformance with the requirements of the R-1 zoning district. Big Creek Ridge will include 23 single family lots ranging in size from 0.91 acres to 3.04 acres. The plat will include 5 outlots, four that will be developed with detention basins, and one additional outlot for future development. The proposed basins will be maintained by a Homeowners' Association with the Stormwater Management Facility Easement and Maintenance Covenant addressing maintenance responsibilities for the ponds and outlet structures.

The public improvements associated with this plat include "Lot A" Street and an E-W stub street (Lot "B") that will be extended as the properties to the east are developed and associated public utility construction. The developer has presented a neighborhood sketch plan to City Staff that coordinates the development of this property with the property located directly to the east.

The developer has proposed payment of a fee, which shall be determined at the time of final platting, to satisfy the required parkland dedication for this development. This fee will be based on the fair market value of 0.53 acres and other considerations in accordance with the Subdivision Ordinance. This request is deemed acceptable by staff due to this property's proximity to the City's regional park located in Big Creek Commons to the north.

A future 10' wide recreational trail is planned to run from the regional park south to Antler Ridge. This trail will cross E. Northside Drive at the southeast corner of Big Creek Commons, therefore running across the 53-acre Mack property located east of this plat, near the Mack/Schlife property line. As a result, no recreational trail easements are needed within this subdivision.

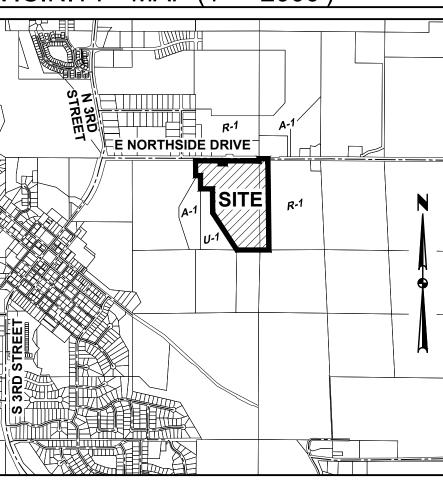
#### **REVIEW COMMENTS:**

All staff review comments were addressed on Submittal #3.

#### **RECOMMENDATION:**

Based on the foregoing, P&Z and staff recommends approval of the Preliminary Plat for Big Creek Ridge Plat 1, subject to the following:

- 1. The developer shall sign a Development Agreement defining their responsibility for future improvement of E. Northside Drive prior to approval of the construction drawings for the first phase of development. The developer's responsibility shall be equal to the estimated cost of 3.5' of 9" HMA widening, with associated curb, along the entire frontage of this development, paid in full at the time of final platting.
- 2. The developer shall be responsible for acquiring all off-site easements from the abutting property owners prior to approval of the applicable construction drawings. Permanent easements shall be on Polk City's standard form of document and shall be recorded prior to the start of construction.
- 3. All professional billings being paid in full to the City of Polk City.



POLK CITY, IOWA

## OWNER / DEVELOPER

BCR, LLC 17389 BERKSHIRE PARKWAY CLIVE, IOWA 50325 PH: 515-975-7441 CONTACT: ERIC J. GRUBB EMAIL: ERIC@SOLIDGROUNDIOWA.COM

## **ENGINEER / SURVEYOR**

CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
CONTACT: DEAN ROGHAIR
EMAIL: DEANR@CDA—ENG.COM
PH. (515) 369—4400
FX. (515) 369—4410

## SHEET INDEX

- 1 PRELIMINARY PLAT (COVER SHEET)
- 2 PRELIMINARY PLAT (LOT DIMENSION PLAN)
- 3 PRELIMINARY PLAT (GRADING & UTILITY PLAN)

## BENCHMARKS

- 1. BURY BOLT ON HYDRANT @ NW CORNER OF HIGHWAY 415 & S 3RD STREET. ELEVATION=932.84
- 2. FOUND MICRO "MAG" NAIL AT NE CORNER OF SECTION 1-80-25. ELEVATION=884.14

## PRELIMINARY PLAT DESCRIPTION

THE NORTHEAST FRACTIONAL QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT THE NORTH 110 FEET OF THE WEST 100 FEET OF THE EAST 803.9 FEET AND EXCEPT LYING WESTERLY OF A LINE BEGINNING 1550 FEET NORTH OF THE SOUTHWEST CORNER ALONG THE WEST LINE OF THE NORTHEAST FRACTIONAL QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 1 THENCE EAST 100 FEET, THENCE SOUTH 275.7 FEET, THENCE EAST 250 FEET, THENCE SOUTH 500 FEET, THENCE SOUTHEASTERLY TO A POINT ON THE SOUTH LINE OF THE NORTHEAST FRACTIONAL QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 1 TO A POINT 840 FEET EAST OF THE SOUTHWEST CORNER OF THE NORTHEAST FRACTIONAL QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 1, ALL EXCEPT FOR PUBLIC HIGHWAY.

AND A PLAT OF SURVEY FOR PARCEL "2023-53" RECORDED APRIL 27, 2023 IN BOOK 19457 PAGE 595 OF THE OFFICE OF THE POLK COUNTY RECORDER, BEING A PART OF THE NORTHWEST FRACTIONAL QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA.

THE PROPERTY CONTAINS 49.17 ACRES (2,141,883 SQUARE FFFT)

THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

## **ZONING & BULK REGULATIONS**

EXISTING ZONING: R-1 SINGLE FAMILY DETACHED RESIDENTIAL DISTRICT

BULK REGULATIONS
MINIMUM LOT AREA:

MINIMUM LOT WIDTH:

FRONT YARD SETBACK:

SIDE YARD SETBACK (MINIMUM ON ONE SIDE):

REAR YARD SETBACK:

35'

 $\underline{\mathsf{NOTE:}}$  A 40' FRONT YARD SETBACK IS BEING PROPOSED FOR THIS DEVELOPMENT.

## PARKLAND DEDICATION

REQUIRED

23 SINGLE FAMILY LOTS X 995.95 SF/LOT = 22,907 SF
(0.53 AC)

## CONSTRUCTION SCHEDULE

ANTICIPATED START DATE: SUMMER 2023
ANTICIPATED FINISH DATE: FALL 2023

## LEGEND

<u>FEATURES</u>				
PROPOSED			EXISTING	
GROUND SURFACE CONTOUR			GROUND SURFACE CONTOUR	
TYPE OW EOT CTOPM INTAKE			SANITARY MANHOLE	S
TYPE SW-501 STORM INTAKE			WATER VALVE BOX	W
TYPE SW-502 STORM INTAKE			FIRE HYDRANT	Ø
TYPE SW-503 STORM INTAKE			WATER CURB STOP	cs M
			WELL	WELL
TYPE SW-505 STORM INTAKE			STORM SEWER MANHOLE	ST
TYPE SW-506 STORM INTAKE			STORM SEWER SINGLE INTAKE	
TYPE SW-512 STORM INTAKE	<b>o</b> ST		STORM SEWER DOUBLE INTAKE	
TIPE SW-SIZ STORM INTARE			FLARED END SECTION	
TYPE SW-513 STORM INTAKE	ST		DECIDUOUS TREE	
TYPE SW-401 STORM MANHOLE			CONIFEROUS TREE	
TYDE CW. 402 CTOBM MANUALE			DECIDUOUS SHRUB	
TYPE SW-402 STORM MANHOLE	ST		CONIFEROUS SHRUB	China P
FLARED END SECTION	$\mathbf{H}$		ELECTRIC POWER POLE	$\Rightarrow$
TYPE SW-301 SANITARY MANHOLE			GUY ANCHOR	$\rightarrow$
7700W /04WITADW 0154W0UT	•c		STREET LIGHT	<b>○</b>
STORM/SANITARY CLEANOUT			POWER POLE W/ TRANSFORMER	<b>-</b>
NATER VALVE	M		UTILITY POLE W/ LIGHT	<b>∳</b> —≪
FIRE HYDRANT ASSEMBLY	р <del>н</del> -		ELECTRIC BOX	<u>[</u> ]E
SIGN	<u> </u>		ELECTRIC TRANSFORMER	E
DETECTABLE WARNING PANEL	50000 50000		ELECTRIC MANHOLE OR VAULT	(E)
SANITARY SEWER WITH SIZE -	8"s		TRAFFIC SIGN	•
STORM SEWER WITH SIZE -	15"ST-		TELEPHONE JUNCTION BOX	
NATERMAIN WITH SIZE —			TELEPHONE MANHOLE/VAULT	
			TELEPHONE POLE	- <del>()</del> G ⋈
SURVEY	<u>FOUND</u>	<u>SET</u>	GAS VALVE BOX	
SECTION CORNER 1/2" REBAR, RED CAP #19968		Δ	CABLE TV JUNCTION BOX	TV
(UNLESS OTHERWISE NOTED)	-	0	CABLE TV MANHOLE/VAULT	(TV)
ROW MARKER ROW RAIL	Ī	I	MAIL BOX	M PM
PLATTED DISTANCE	(P)	_	BENCHMARK	○ <sub>BM</sub>
MEASURED BEARING & DISTANCE RECORDED AS	(M) (R)		SOIL BORING	- <b>⊕</b> \$B
DEED DISTANCE	(D)			——— — TV— — —
CALCULATED DISTANCE CURVE ARC LENGTH	(C) AL			G
MINIMUM 100 YEAR FLOOD	MPE			——————————————————————————————————————
PROTECTION ELEVATION CENTERLINE	<del></del> - <del></del>			T T
SECTION LINE				OE
1/4 SECTION LINE 1/4 1/4 SECTION LINE				EE
EASEMENT LINE	—— —P/E-			——————————————————————————————————————
LOT LINE RIGHT OF WAY		w	SANITARY SEWER W/ SIZE	
BUILDING SETBACK		· · · —		——————————————————————————————————————
PLAT BOUNDARY			WATER MAIN W/ SIZE	

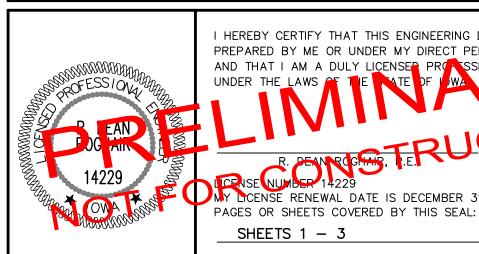
## **NOTES**

- 1. OUTLOTS 'S', 'T', 'U' & 'V' TO BE DEDICATED TO THE HOMEOWNER'S ASSOCIATION & SHALL BE USED FOR STORM WATER DETENTION.
- 2. OUTLOT 'W' WILL BE TIED TO LOT 1, OUTLOT 'X' WILL BE TIED TO LOT 2 & OUTLOT 'Y' WILL BE TIED TO LOT 3 VIA A RECORD OF LOT TIE AGREEMENT AT THE TIME OF FINAL PLATTING.
- 3. CONTRACT FOR STREET LIGHTING SHALL BE EXECUTED WITH FINAL PLAT.
- 4. STREET LIGHTS SHALL BE ON THE SAME SIDE OF STREET AS WATER MAIN.
  5. CONTRACT FOR ELECTRIC DISTRIBUTION SYSTEM SHALL BE EXECUTED WITH FINAL PLAT.
- 6. WATER AND SANITARY SEWER SHALL BE PROVIDED BY THE CITY OF POLK CITY.
- 7. NO LOTS WITHIN THIS PLAT SHALL BE PERMITTED TO HAVE A DRIVEWAY OFF E NORTHSIDE DRIVE.
- 8. A HOMEOWNER'S ASSOCIATION SHALL BE ESTABLISHED AT THE TIME OF FINAL PLATTING AND SHALL INCLUDE ALL LOTS WITHIN THE PLAT.
- 9. SUBDRAINS OR STORM SEWER SHALL BE PROVIDED ON BOTH SIDES OF ALL STREETS.
- 10. THE MINIMUM OPENING ELEVATION (M.O.E.) SHALL BE THE ELEVATION OF THE LOWEST OPENING.
- 11. ALL UTILITY SERVICES SHALL BE UNDERGROUND.
  12. A GEOTECHNICAL REPORT WILL BE SUBMITTED WITH THE CONSTRUCTION DRAWINGS.
- 13. OUTLOT 'Z' IS NOT BUILDABLE UNTIL IT HAS BEEN RE-PLATTED IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS. AT THE TIME OF RE-PLATTING, A SEPARATE OUTLOT WILL BE CREATED FOR THE FLOOD HAZARD AREA CURRENTLY SHOWN ON OUTLOT 'Z'.
- 14. THE DEVELOPER WILL SATISFY PARKLAND DEDICATION VIA THE PARKLAND DEDICATION FEE. THE FEE WILL BE DETERMINED BASED ON FAIR MARKET VALUE OF PARKLAND AND OTHER CONSIDERATIONS AS DETERMINED BY THE CITY MANAGER AT THE TIME OF FINAL PLATTING.
- 15. ONLY ONE DRIVEWAY IS PERMITTED PER LOT, WITH THE EXCEPTION OF LOTS 15 & 16, WHICH SHALL BE PERMITTED ONE DRIVEWAY ON EACH STREET FRONTAGE.
- 16. ALL PROPOSED IMPROVEMENTS WILL BE CONSTRUCTED IN A SINGLE PHASE.
- 17. A HOMEOWNER'S ASSOCIATION WILL BE ESTABLISHED AT THE TIME OF FINAL PLATTING & WILL BE
- RESPONSIBLE FOR MANAGEMENT & ANNUAL INSPECTION OF ALL PROPOSED DETENTION BASINS.

  18. THE HOMEOWNER'S ASSOCIATION WILL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SUBDIVISION
- IDENTIFICATION SIGN.

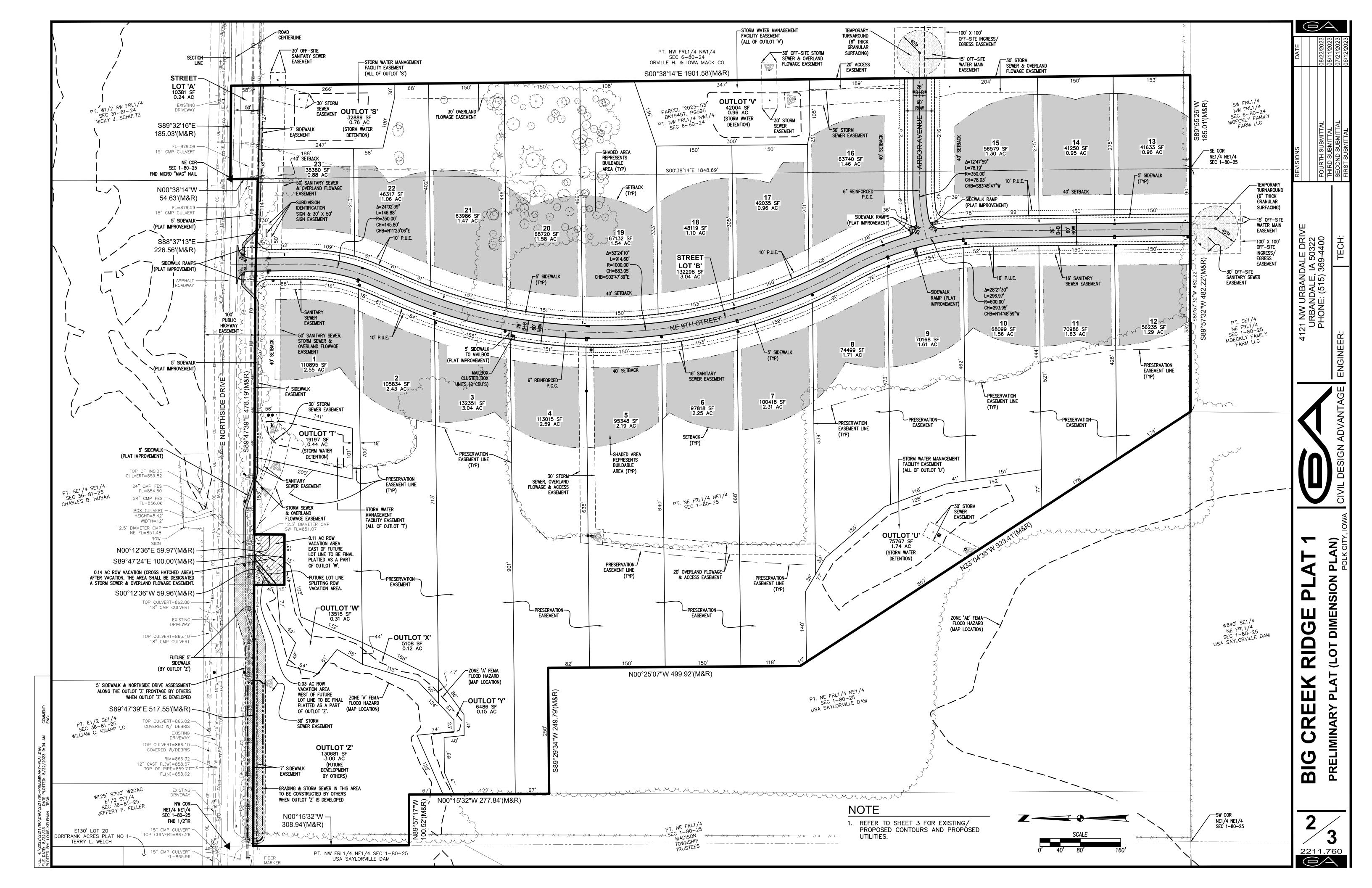
  19. A FULL STORMWATER MANAGEMENT PLAN WILL BE SUBMITTED WITH THE CONSTRUCTION DRAWINGS.
- 20. 23 SINGLE FAMILY LOTS & 8 OUTLOTS ARE BEING PROPOSED FOR THIS SUBDIVISION. SINGLE FAMILY LOTS RANGE IN SIZE FROM 0.88 AC TO 3.04 AC. OUTLOTS RANGE IN SIZE FROM 0.12 AC TO 3.00 AC.
- 21. WOODED AREAS ARE INTENDED TO BE PROTECTED AND WILL BE KEPT UNMOWN. LIGHT PRUNING FOR MAINTENANCE IS ALLOWED AS ARE REMOVALS OF DEAD OR DYING TREES, INVASIVE SPECIES AND TREES DAMAGED BY STORMS. REMOVALS ARE ALSO ALLOWED IN THE SHADED BUILDABLE AREA ENVELOPES ILLUSTRATED ON SHEET 2.
- 22. NO LOT LOCATED WITHIN THIS SUBDIVISION SHALL BE SUBDIVIDED WITHOUT PRIOR APPROVAL OF THE CITY COUNCIL.

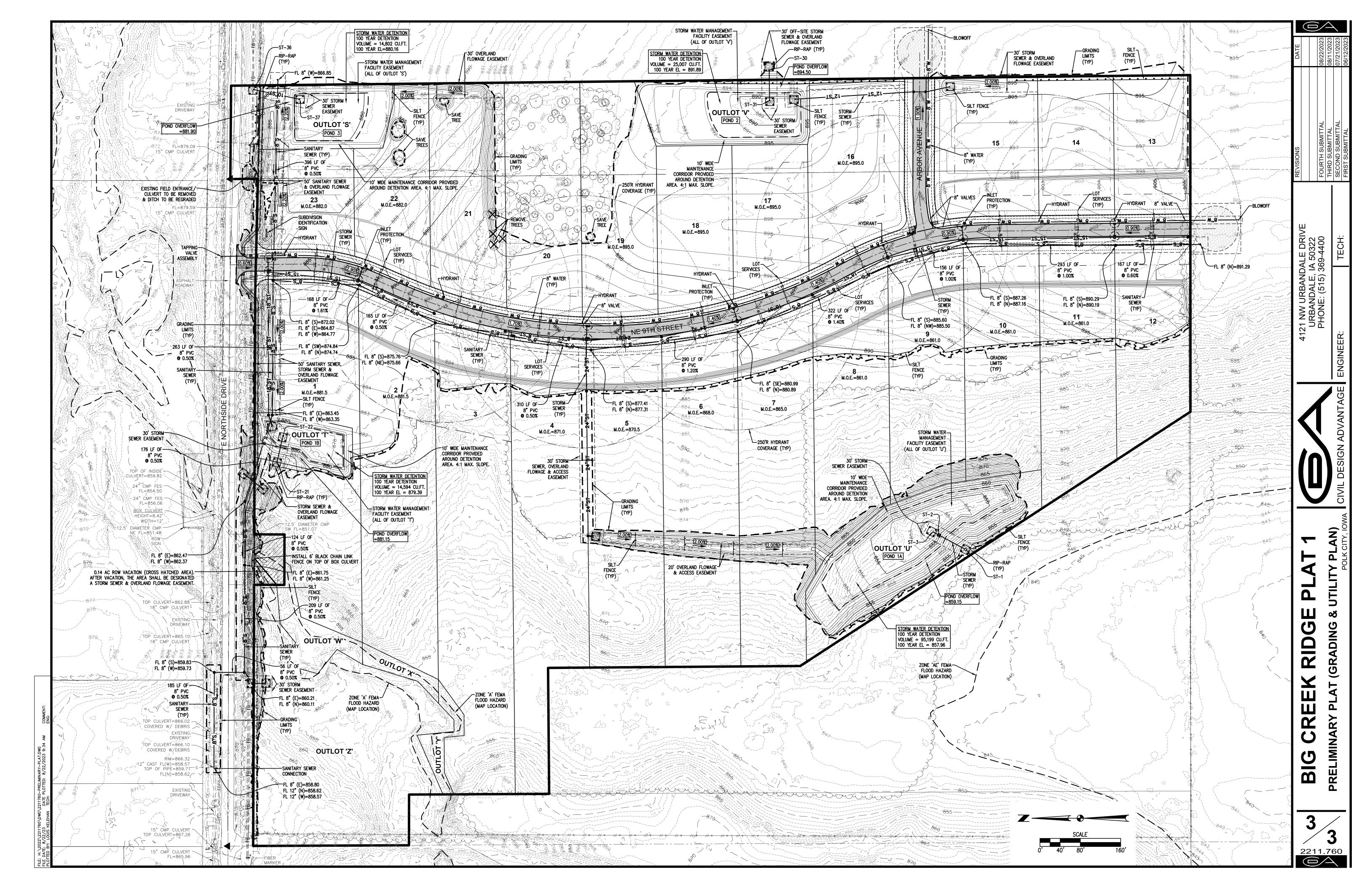
THE 2023 EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTAL SPECIFICATIONS, IF APPLICABLE, SHALL APPLY TO ALL WORK ON THIS PROJECT UNLESS OTHERWISE NOTED.



FOURTH SUBMITTAL
THIRD SUBMITTAL
SECOND SUBMITTAL

**1 3** 2211.760





July 20, 2023

Honorable Mayor, City Council Members and Planning & Zoning Commission c/o Chelsea Huisman, City Manager City of Polk City 112 Third Street Polk City, Iowa 50226

RE: Big Creek Ridge Plat 1

**Preliminary Plat** 

Dear Council Members and Honorable Mayor;

On behalf of BCR, LLC, we are pleased to submit herewith the Preliminary Plat for Big Creek Ridge Plat 1 located south of E. Northside Drive and east of N. 6<sup>th</sup> Street. The project has 23 Single-Family lots on approximately 49 acres.

We respectfully request your approval of the Preliminary Plat and a waiver of the 1,320 feet block length. Our block length is approximately 1,360 feet. We believe this minor difference is justified due to the large lots and matching the proposed access location to the east of this site.

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC

Dean Roghair, PE

cc: Eric Grubb, BCR, LLC

#### **RESOLUTION NO. 2023-104**

#### A RESOLUTION APPROVING THE PRELIMINARY PLAT FOR BIG CREEK RIDGE

WHEREAS, BCR, LLC has submitted a Preliminary Plat for Big Creek Ridge; and

WHEREAS, on August 21, 2023, the Polk City Planning and Zoning Commission met and recommended approval of the Preliminary Plat for Big Creek Ridge including approval of extended block length and subject to completion of the City Engineer's review comments being satisfactorily addressed; and

WHEREAS, the City Engineer has reviewed the revised Preliminary Plat and finds that all review comments have been satisfactorily addressed and therefore recommends approval of said Preliminary Plat subject to the following:

- 1) The developer shall sign a Development Agreement defining their responsibility for future improvement of E. Northside Drive prior to approval of the construction drawings for the first phase of development. The developer's responsibility shall be equal to the estimated cost of 3.5' of 9" HMA widening, with associated curb, along the entire frontage of this development, paid in full at the time of final platting.
- 2) The developer shall be responsible for acquiring all off-site easements from the abutting property owners prior to approval of the applicable construction drawings. Permanent easements shall be on Polk City's standard form of document and shall be recorded prior to the start of construction.

**NOW, THEREFORE, BE IT RESOLVED,** the City Council of the City of Polk City, Iowa hereby accepts the recommendations of the Planning and Zoning Commission and the City Engineer and deems it appropriate to approve the Preliminary Plat for Big Creek Ridge including the approval of extended block length and subject to the following: 1)The developer shall sign a Development Agreement defining their responsibility for future improvement of E. Northside Drive prior to approval of the construction drawings for the first phase of development. The developer's responsibility shall be equal to the estimated cost of 3.5' of 9" HMA widening, with associated curb, along the entire frontage of this development, paid in full at the time of final platting. 2) The developer shall be responsible for acquiring all off-site easements from the abutting property owners prior to approval of the applicable construction drawings. Permanent easements shall be on Polk City's standard form of document and shall be recorded prior to the start of construction.

**PASSED AND APPROVED** the 28th day August 2023.

	Steve Karsjen, Mayor
ATTEST:	
Jenny Coffin, City Clerk	



#### 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

**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

#### **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 premised 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 Karsje	n, Mayor	
ATTEST:			
Jenny Coffin, City Clerk			
	First	Reading:	
		nd Reading:	
	Third	Reading:	

Date Adopted:

Date of Publication by posting:



Date July 28, 2023

To: Chelsea Huisman City of Polk City P.O. Box 426

**GENERAL ENGINEERING** 

Polk City, IA 50226-0426

INVOICE	SUMMARY	- JUNE SERVICES

Services from June 1, 2023 through June 30, 2023

1,275.00
1,275.00
1,275.00
250.00
250.00
-
175.00
1,825.00
725.00
400.00
100.00

SUBTOTAL	-	\$ 5,000.00
CAPITAL IMPROVEMENT PROJECTS / WORK ORDERS	-	

2023 Street Repairs Project	123.0188.01	\$ 2,750.00
High Trestle Trail to Neal Smith Trail - Phases 6 & 7	123.0770.01	\$ 7,820.00
LMI Survey Response Receiving & Results Analysis	123.0001.01D	\$ 1,584.50
N 3rd& Northside Dr.: Warrant Analysis & Concept	123.0001.01H	\$ 7,000.00
SUBTOTAL		\$ 19,154.50

REIMBURSABLE DEVELOPMENT REVIEW PROJECTS			
Antler Ridge Plat 1:Const Dwgs & Const Phase Services	122.0178.01	\$	13,951.25
Antler Ridge Plat 2: Const Dwgs	123.0289.01	\$	2,068.50
Big Creek Ridge Plat 1: Preliminary Plat	123.0787.01	\$	2,446.50
Crossroads at the Lakes Plat 3: Construction Services & Final Plat	122.0914.01	\$	2,360.50
Gateway Crossings Plat 1	123.0836.01	\$	802.50
		_	

SUBTOTAL		\$	23,350.75
Wolf Creek Townhomes Plat 13	121.0581.01	\$	186.00
On With Life Site Plan	123.0424.01	\$	342.50
Lakefront Orffice Park Lot 1	122.1532.01	\$	645.00
Jester Business Group: Site Plan	123.0550.01	\$	548.00
Gateway Crossings Plat 1	123.0836.01	\$	802.50
Crossroads at the Lakes Plat 3: Construction Services & Final Plat	122.0914.01	\$	2,360.50
big Creek Ridge Flat 1. Freiinilliary Flat	123.0767.01	φ	2,440.50

47,505.25

**TOTAL**