

# Agenda -Notice of Meeting

Polk City | City Council

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January 24, 2022 | 6:00 pm

City Hall| Electronic Meeting

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**Due to Covide-19 Mayor and Council will meet via ZOOM**

**Public Meeting participation via phone only**

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

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

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

**Broadcast live and playback will be available at [https://www.youtube.com/c/](https://www.youtube.com/c/polkcityiagovchannel)**

**[polkcityiagovchannel](https://www.youtube.com/c/polkcityiagovchannel) \*\*\*\*\***

Steve Karsjen | Mayor

Ron Anderson | Pro Tem

City Council Members: Jeff Walters | Dave Dvorak | Mandy Vogel | Rob Sarchet

## 1. Call to Order

## 2. Roll Call

## 3. Approval of Agenda

## 4. Swear In Ceremony

Mayor – Steve Karsjen

Council Member – Jeff Walters

Council Member – Mandy Vogel

## 5. Public Hearings

### a. Vacation of Right-of-Way Easement

#### i. First Reading of Ordinance 2022-2000

#### ii. Optional: Waive the second and third readings

## 6. Public Comments: *This is the time and place for comments for any item other than those that are a Public Hearing. If you wish to speak, please contact the City Clerk by 5pm on the date of the meeting by email at [jcoffin@polkcityia.gov](mailto:jcoffin@polkcityia.gov) include your name and address for the record, if you are calling in please include the phone number you will be calling in with. The Mayor will recognize you for five minutes of comment.*

## 7. Consent Items

a. City Council Meeting Minutes for January 10, 2022

b. City Council Work Session Meeting Minutes for January 14, 2022

c. Receive and file Planning & Zoning Commission Meeting Minutes for January 17, 2022

d. Claims listing January 24, 2022

e. December 2021 Finance Report

f. Appoint Tim McCann to Trails & Greenways Committee and the Board of Adjustments term ending 12/31/2026

g. Parks appointment of Jeff Savage term ending 12/31/2026

h. Receive and file the December 2021 Water Report

i. Receive and file the December 2021 Police Department report

j. Receive and file the Police Department Annual Report 2021

k. Receive and file December 2021 Fire Department Report

l. Reschedule the City Wide Clean Up to Monday April 25, 2022

- m. Resolution 2022-06 setting Public Hearing on February 28, 2022 at 6pm on the maximum proposed property tax levy for FY 22.23
- n. Resolution 2022-07 setting Public Hearing on February 14, 2022 at 6pm on the proposed Lillskau rezoning
- o. Resolution 2022-08 approving 2022 Central Iowa Traffic Safety Task Force 28E Agreement with Polk, Story, and Dallas Counties and municipalities within those Counties
- p. Resolution 2022-09 accepting Public Improvements associated with Big Creek Technology Campus Plat 4
- q. Resolution 2022-10 accepting Public Improvements associated with Big Creek Commons Plat 1
- r. Resolution 2022-11 accepting Public Improvements associated with Kwik Star #1089
- s. Resolution 2022-12 approving contract and bond for the N. 3<sup>rd</sup> Street and Vista Lake Avenue Intersection Improvements Project
- t. Set pay for Part-Time Police Officer, Jeff Poen, at \$23.72 per hour effective upon successful completion of the MMPI Psychological Inventory and Pre-employment Physical
- u. Set pay for Part-Time Firefighter/Paramedic, Joseph Patava, at a part-time rate of \$19.26 per hour and paid on call rate of \$16.32 per hour effective upon successful completion of the physical examination and background check
- v. RFP for Mowing & Turf Care Services

## **8. Business Items**

- a. Resolution 2022-13 approving the Preliminary Plat for Forest Ridge Estates Plat 3
- b. Resolution 2022-14 approving Site Plan Amendment for Casey's
- c. Resolution 2022-04 approving letter of agreement for the new Des Moines International Airport Terminal Project and authorizing City funding contribution in the amount of \$49,610 payable in 4 annual payments of \$12,402.50 beginning in 2023
- d. Snyder Invoice for November Engineering Services in the amount of \$20,730

## **9. Reports & Particulars**

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

- 10.** 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

- 11.** (Optional) Take action on closed session item

## **12. Adjournment**

*--next meeting date February 14, 2022*



## City of Polk City, Iowa

### City Council Agenda Communication

**Date:** January 24, 2022 City Council Meeting  
**To:** Mayor Steve Karsjen & City Council  
**From:** Chelsea Huisman, City Manager

**Subject:** Public Hearing for the Vacation of a right-of-way easement on Hugg Dr. & approval of Ordinance 2022-2000

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**BACKGROUND:** On Monday the City Council will hold a public hearing for vacation of a partial roadway easement located on Hugg Drive, east of lot 8 Whitetail Ridge Plat 1. After the public hearing, the Council will need to approve an Ordinance formally vacating the easement. An option to waive the 2<sup>nd</sup> and 3<sup>rd</sup> reading of the proposed Ordinance is on the agenda, and there is no reason for the Council to have the 3 readings occur at separate Council meetings.

**ALTERNATIVES:** Do not approve the Ordinance

**FINANCIAL CONSIDERATIONS:** None

**RECOMMENDATION:** It is my recommendation that the Council have the first reading of Ordinance 2022-2000 and waive the 2<sup>nd</sup> and 3<sup>rd</sup> readings at Monday's meeting.

**ORDINANCE NO. 2022-2000**

**AMENDED AND RESTATED ORDINANCE VACATING  
RIGHT-OF-WAY EASEMENT IN THE SE 1/4 OF SECTION  
26-81-25 AND THE NE 1/4 OF SECTION 35-81-25, POLK  
CITY.**

**WHEREAS**, on the 24 day of January, 2022, pursuant to published notice as required by law, the City Council has held a public hearing on a proposal to vacate the Right-of-Way Easement legally described as follows:

A STRIP OF LAND IN THE SE 1/4 OF SECTION 26-81-25 AND THE NE 1/4 OF SECTION 35-81-25 POLK COUNTY, IOWA NOW IN AND FORMING A PART OF POLK CITY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 26; THENCE ALONG THE EAST LINE OF SAID SW 1/4 NORTH 00°21'41" WEST, FOR A DISTANCE OF 43.08 FEET; THENCE SOUTH 72°59'34" EAST, FOR A DISTANCE OF 63.00 FEET; THENCE SOUTH 26°29'34" EAST, FOR A DISTANCE OF 183.57 FEET; THENCE SOUTH 50°07'40" WEST, FOR A DISTANCE OF 15.11 FEET TO A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 620.00 FEET; THENCE ALONG SAID CURVE WITH A CHORD BEARING NORTH 46°44'20" WEST AND A CHORD LENGTH OF 148.26 FEET, FOR A DISTANCE OF 148.61 FEET; THENCE NORTH 26°29'34" WEST, FOR A DISTANCE OF 19.61 FEET; THENCE NORTH 72°59'34" WEST, FOR A DISTANCE OF 14.00 FEET; THENCE NORTH 00°21'41" WEST, FOR A DISTANCE OF 26.07 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 9,918 SQUARE FEET (0.228 ACRES) MORE OR LESS.

**WHEREAS**, the City Council of the City of Polk City, Iowa, has determined that it is in the best interest of the City to vacate said easement.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Polk City, Iowa, as follows:

**Section 1.** The City of Polk City, Iowa, hereby vacates the above-described Right-of-Way Easement.

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

**Section 3.** This Ordinance shall be in effect upon its passage, approval and publication as provided by law.

**PASSED AND APPROVED** this \_\_\_\_ day of January 2022.

\_\_\_\_\_  
Steve Karsjen, Mayor

ATTEST:

\_\_\_\_\_  
Jenny Coffin, City Clerk

**MEETING MINUTES**  
**The City of Polk City**  
**City Council Meeting**  
**6:00 p.m. January 10, 2022**  
**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., January 10, 2022. 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, Anderson, Vogel, Sarchet | In attendance
3. Mayor Karsjen amended the agenda by removing Item # 4 Swear In Ceremony  
**MOTION:** A motion was made by Anderson and seconded by Dvorak to approve the agenda  
**MOTION CARRIED UNANIMOUSLY**
4. ~~**Swear In Ceremony**~~
5. **Public Hearing**
  - a. Mayor Karsjen opened the Public Hearing on the 3<sup>rd</sup> & E Vista Lake Avenue Intersection Improvements Project, at 6:01 pm. City Clerk Coffin, said that the notice was published December 24, 2021 and no comments had been received for or against the proposed project. City Engineering Representative Travis Thornburgh provided an overview of the project and a report of the bids received. No one was present to be heard for or against the project.  
**MOTION:** A motion was made by Anderson and seconded by Walters to close the public hearing at 6:04 pm.  
**MOTION CARRIED UNANIMOUSLY**
    - i. **MOTION:** A motion was made by Vogel and seconded by Sarchet to approve Resolution 2022-01 adopting plans  
**MOTION CARRIED UNANIMOUSLY**
    - ii. **MOTION:** A motion was made by Dvorak and seconded by Vogel to approve Resolution 2022-02 awarding contract  
**MOTION CARRIED UNANIMOUSLY**
  - b. Mayor Karsjen opened the Public Hearing on the Redistricting Plan, at 6:05 pm. City Clerk Coffin, said that the notice was published December 31, 2021 and no comments had been received for or against the proposed plan. City Manager Huisman provided an overview of the plan and answered Council's questions. No one was present to be heard for or against the plan.  
**MOTION:** A motion was made by Walters and seconded by Sarchet to close the public hearing at 6:12 pm.  
**MOTION CARRIED UNANIMOUSLY**
    - i. **MOTION:** A motion was made by Vogel and seconded by Dvorak to approve the First Reading of Ordinance 2022-1000 adopting the Redistricting Plan for Precincts  
**MOTION CARRIED UNANIMOUSLY**
    - ii. **MOTION:** A motion was made by Walters and seconded by Vogel to waive the second and third readings  
**MOTION CARRIED UNANIMOUSLY**
6. **Public Comments** | None
7. **Consent Items**
  - a. City Council Meeting Minutes for December 13, 2021
  - b. City Council Work Session Meeting Minutes for December 13, 2021
  - c. Claims listing January 10, 2022
  - d. November 2021 Finance Report
  - e. P&Z appointment of Amber Pringnitz, term ending 12/31/2026
  - f. Parks appointment of Ashley Delaney, term ending 12/31/2026
  - g. Receive and file the November 2021 Police Department report
  - h. Receive and file the December 2021 Parks & Recreation Department Report
  - i. Recreation Intern Job Description
  - j. Pay increase for Parks & Recreation, Recreation Assistant I, Aaron Hughes to an hourly rate of \$15 effective January 10, 2022
  - k. Cleaning Contract for City Facilities with Stratus Building Solutions

- l. Tobacco Permit for Sara B&R LLC doing business as Polk City Liquor effective January 2022 through June 30, 2022
- m. Twelve-month Class E Liquor License, Class C Beer Permit, Class B Wine Permit for Sara B&R LLC doing business as Polk City Liquor located at 201 N. 3<sup>rd</sup> Street with Sunday Sales effective January 2022 through December 31, 2022
- n. Receive and file November and December 2021 Library Mini Stats Report
- o. Receive and file November 2021 Library Board Minutes
- p. Receive and file November and December 2021 Library Director Report
- q. Acknowledge Library Resolution 2022-01L hiring Alexa Minasian as Youth Services Librarian at a starting wage of \$20.75 per hour
- r. Resolution 2022-03 setting a Public Hearing on January 24, 2022, at 6pm on the Vacation of Right-of-Way Easement
- s. Receive and file November 2021 Fire Department Report

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

**8. Business Items**

- a. **MOTION:** A motion was made by Walters and seconded by Dvorak to defer motion for Resolution 2022-04 to the January 24, 2022 Council Meeting  
**MOTION CARRIED UNANIMOUSLY**
- b. **MOTION:** A motion was made by Sarchet and seconded by Vogel to approve Resolution 2022-05 approving agreement with Metro Waste Authority to manage recycling, solid waste and yard waste collection services effective July 1, 2022 to June 30 2029  
**MOTION CARRIED UNANIMOUSLY**

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

- Council Member Dvorak welcomed Karsjen to his first meeting as Mayor.
- Mayor Karsjen read a letter from Marissa, a Monticello High School Student shared her gratitude regarding Command Sergeant Major, Marilyn Gabbard sacrifice against the war on terror.
- Mayor Karsjen thanked Council and Staff for the warm welcome to his new position as Mayor.
- Council Member Anderson welcomed Mayor Karsjen and said he did a good job at his first meeting.

**10. Adjournment**

**MOTION:** A motion was made by Anderson and seconded by Vogel to adjourn at 6:38 p.m.  
**MOTION CARRIED UNANIMOUSLY**

*Next Meeting Date –January 24, 2022*

Attest

\_\_\_\_\_  
Jenny Coffin, City Clerk

\_\_\_\_\_  
Steve Karsjen, Mayor

**MEETING MINUTES**  
**The City of Polk City**  
**Work Session**  
**2:00 p.m., Friday, January 14, 2022**  
**City Community Room**

A Council Work Session was held on January 14, 2022 at 2:00 p.m. at the City Community Room in Polk City, Iowa.

<p><b><u>Mayor and City Council Members Present:</u></b> Steve Karsjen   Mayor Ron Anderson   Pro Tem Jeff Walters   City Council Member Mandy Vogel   City Council Member Robert Sarchet   City Council Member</p> <p><b><u>City Council Members Absent:</u></b> Dave Dvorak   City Council Member</p>	<p><b><u>Staff Members Present:</u></b> Chelsea Huisman   City Manager Jenny Coffin   City Clerk/Treasurer Mike Schulte   Public Works Director Jeremy Siepker   Police Chief Jamie Noack   Library Director Jim Mitchell   Fire Chief Jason Thraen   Parks &amp; Recreation Director</p>
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**Minutes**

City Manager, Chelsea Huisman presented the proposed FY 22/23 Budget. She discussed the tax levy rate, the need to do an amendment to the CIP, and she reviewed the projects and equipment needs. She reviewed the Staffing plan. Huisman reviewed some of the City’s revenue items such as Property Tax evaluations, Local Option Sales Tax fund, Road Use Tax, and Utility franchise fees. She reviewed the water and sewer funds and discussed the stormwater fund.

Next step in the Budget process will be for Council to set a Public Hearing at the next Council Meeting for the Maximum Property Tax Levy Rate.

**Adjournment** – Meeting adjourned at 4:40 p.m.

\_\_\_\_\_  
Steve Karsjen, Mayor

\_\_\_\_\_  
Jenny Coffin, City Clerk

**MEETING MINUTES**  
**The City of Polk City**  
**Planning and Zoning Commission**  
**6:00 p.m., Monday, January 17, 2022**

Polk City, Planning and Zoning Commission (P&Z) held a meeting at 6:00 p.m., on January 17, 2022, in the 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** | Bowersox called the meeting to order at 6:00 p.m.
2. **Roll Call** | Hankins, Triplett, Sires (via zoom), Bowersox, Ohlfest, Vogel, Pringnitz | In attendance
3. **Approval of Agenda**  
**MOTION:** A motion was made by Hankins and seconded by Triplett to approve the agenda.  
**MOTION CARRIED UNANIMOUSLY**
4. **Public Comments** | None
5. **Confirm Chairperson for 2022**  
**MOTION:** A motion was made by Hankins and seconded by Triplett to confirm Doug Sires as Chairperson for 2022  
**MOTION CARRIED UNANIMOUSLY**
6. **Confirm Vice-Chair for 2022**  
**MOTION:** A motion was made by Hankins and seconded by Ohlfest to confirm Deanna Triplett as Vice-Chair for 2022  
**MOTION CARRIED UNANIMOUSLY**
7. **Approval of Meeting Minutes**  
**MOTION:** A motion was made by Hankins and seconded by Vogel to approve P&Z Commission Meeting Minutes for November 15, 2021  
**MOTION CARRIED UNANIMOUSLY**
8. **Preliminary Plat for Forest Ridge Estates Plat 3**  
**MOTION:** A motion was made by Hankins and seconded by Triplett to recommend Council approve the Preliminary Plat for Forest Ridge Estates Plat 3  
**MOTION CARRIED UNANIMOUSLY**
9. **Lillskau Property Rezoning Request**  
**MOTION:** A motion was made by Hankins and seconded by Triplett to recommend Council approve the Rezoning request for 0.19 acres from R-2A to C-2, 0.15 acres from C-2 to R-2A and 3.98 acres from R-1 to R-2A subject to staff and engineering comments dated January 5, 2022  
**MOTION CARRIED UNANIMOUSLY**
10. **Reports & Particulars**
  - Commission Member Bowersox welcomed new member Amber Pringnitz
  - City Manager Huisman apologized to the Commission for canceling the joint work session with Council last week, and said she is looking to reschedule it for some time in February.
11. **Adjournment**  
**MOTION:** A motion was made by Triplett and seconded by Ohlfest to adjourn at 6:21 p.m.  
**MOTION CARRIED UNANIMOUSLY**

*Next Meeting Date – Monday, February 21, 2022*

Attest:

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Jenny Coffin - City Clerk



CLAIMS REPORT		
CITY OF POLK CITY	DATED	1/24/2022
VENDOR	REFERENCE	AMOUNT
AMAZON BUSINESS	CITY SUPPLIES	\$ 519.99
ARDICK EQUIPMENT CO.	SIGNS	\$ 239.10
ARNOLD MOTOR SUPPLY	VEHICLE PARTS & SUPPLIES	\$ 1,173.26
AVESIS	CITY VISION INSURANCE	\$ 558.14
BAKER & TAYLOR	LIBRARY BOOKS	\$ 753.59
Boesen The Florist	COFFIN SERVICE	\$ 68.85
Bound Tree Medical	MEDICAL SUPPLIES	\$ 915.76
BUSINESS PUBLICATIONS CORP	PUBLICATIONS	\$ 301.70
CAPITAL CITY EQUIPMENT CO.	BUCKET EDGE	\$ 329.62
CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	\$ 396.77
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	\$ 43.74
CENTURY LINK	PHONE SERVICE	\$ 539.45
CFI TIRE SERVICE	TIRE REPAIR	\$ 222.98
CITY LAUNDERING	FLOOR MAT SERVICE/FIRST AID	\$ 347.84
CITY OF DES MOINES	WRA HOOK-UP	\$ 31,732.25
CITY OF POLK CITY	UB ASSISTANCE - JANUARY 2022	\$ 1,044.81
Controlled Access of the Midwe	GATE REPAIRS	\$ 924.35
Crystal Clear Water Co	PURCHASED WATER	\$ 26.15
D & K PRODUCTS	SALT SPREADER	\$ 755.00
ETECH SOLUTIONS LLC	NEXTIVA ON BOARDING	\$ 6,150.00
GWORKS	ANNUAL LICENSE UB-ACH/EBILLS	\$ 82.00
HAWKINS INC	CHLORINE	\$ 725.46
I.A.M.U.	SGCIS JAN-MAR22 SAFETY TRAINING	\$ 2,256.24
IOWA D.O.T.	PLOW GUARDS	\$ 592.62
Iowa Prison Industries	MOBILE TABLE	\$ 230.00
KELTEK	BODY CAM MOUNT KITS	\$ 35.60
KEYSTONE LABORATORIES INC.	WATER TESTING	\$ 75.00
KIMBALL MIDWEST	FLAGPOLE REPAIR/FLASHLIGHTS	\$ 926.64
LINDE GAS & EQUIPMENT INC	OXYGEN	\$ 77.29
MALLORY SAFETY & SUPPLY LLC	DRUG TEST KITS	\$ 77.85
MARK A JACKSON CONSULTING, LLC	GOAL SETTING SESSION	\$ 1,320.00
MARTENS & COMPANY, CPA, LLP	AUDIT FOR YEAR ENDED JUNE 2021	\$ 11,300.00
MATT AICHER	WIPER BLADES FOR #21	\$ 28.27
MERCYONE NORTH PHARMACY	RX SUPPLIES	\$ 319.49
METRO WASTE AUTHORITY	CONTRACT MANAGMENT - DEC 2021	\$ 16,864.80
MICROMARKETING, LLC	BOOK ON CD	\$ 29.75
MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$ 12,109.46
MIDLAND POWER CO-OP	STREET LIGHTING	\$ 1,502.74
NELSON AUTOMOTIVE	SERVICE/TIRE REPAIR M-4	\$ 196.69
NEXTIVA	CITY TELEPHONE SERVICES	\$ 666.00
OFFICE OF AUDITOR OF STATE	FILING FEE FOR FY20/21 AUDIT	\$ 625.00
OMNISITE	LIFT STATION DIALER SERVICE	\$ 552.00
P & M APPAREL	WINTER GEAR	\$ 277.00

PCC AMBULANCE BILLING	AUGUST21 AMBULANCE BILLING FEE	\$ 931.87
PLEXA	PLEXA ANNUAL MEMBERSHIP	\$ 20.00
POLK COUNTY TREASURER	PRORATED TAX YEAR 2021/2022	\$ 50.00
RANGEMASTERS TRAINING CENTER	UNIFORM REPAIR	\$ 30.00
SBS SERVICES GROUP LLC	JANITORIAL - JANUARY 2022	\$ 1,379.24
STEW HANSEN	TIRES #21	\$ 1,133.49
Strauss Security Solutions	DEADBOLD REPLACEMENT	\$ 382.00
TELEFLEX FUNDING LLC	IO STABILIZERS	\$ 59.50
Titan Machinery	END LOADER REPAIR	\$ 1,263.00
TRUCK EQUIPMENT INC.	PLOW BLADES	\$ 1,346.48
UNITED HEALTHCARE	HEALTH INSURANCE	\$ 30,885.57
UPHDM OCCUPATIONAL MEDICINE	MOBILE AUDIOLOGY TESTS	\$ 192.40
USPCA-POLICE CANINE ASSOCIATION	MEMBERSHIP RENEWAL 2022	\$ 50.00
VERIZON WIRELESS	PHONE AND DATA PLAN	\$ 369.50
Accounts Payable Total		\$ 136,006.30
GENERAL		\$ 50,802.81
ROAD USE		\$ 9,685.37
L.M.I		\$ 1,094.81
WATER		\$ 10,792.41
SEWER		\$ 46,766.10
SOLID WASTE/RECYCLING		\$ 16,864.80
TOTAL FUNDS		\$ 136,006.30



**POLK CITY** - A City For All Seasons -

# **Monthly Finance Report December 2021**

**Prepared By:**

**Jenny Coffin  
City Clerk/Treasurer**

ACCOUNT TITLE	LAST REPORT END BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILILTY	ENDING BALANCE
001 GENERAL	3,935,438.30	201,035.39	426,540.89	1.32	3,709,934.12
110 ROAD USE	315,566.04	55,195.86	124,011.06	3.96	246,754.80
111 I-JOBS	.00	.00	.00	.00	.00
121 LOCAL OPTION SALES TAX	583,088.24	82,369.79	.00	.00	665,458.03
125 TIF	592,749.78	15,700.05	162,292.20	.00	446,157.63
135 L.M.I	1,077,642.24	.00	1,190.28	.00	1,076,451.96
167 PC COMM. LIB TRUST	13,874.34	.00	.00	.00	13,874.34
177 ASSET FORFEITURE	1,685.81	.00	.00	.00	1,685.81
200 DEBT SERVICE	208,373.05	12,470.91	300.00	.00	220,543.96
301 CAPITAL IMPROVEMENTS	2,322,376.79	.00	17,477.68	.00	2,304,899.11
302 CAPITAL WATER PROJECT	615,941.60	.00	.00	.00	615,941.60
303 CAPITAL EQUIPMENT/VEHIC	105,000.00-	.00	.00	.00	105,000.00-
304 FOUR SEASONS PUB IMPROV	.00	3,000.00	.00	.00	3,000.00
600 WATER	1,556,976.27	105,620.82	83,409.62	3.96	1,579,191.43
610 SEWER	968,985.78	150,080.16	111,488.17	3.99	1,007,581.76
670 SOLID WASTE/RECYCLING	19,002.67	24,525.47	24,329.24	.00	19,198.90
740 STORM WATER UTILITY	9,649.86-	12,637.84	.00	.00	2,987.98
920 ESCROW	.00	.00	.00	.00	.00
Report Total	12,097,051.05	662,636.29	951,039.14	13.23	11,808,661.43

# BANK CASH REPORT 2021

BANK NAME FUND GL NAME	NOVEMBER CASH BALANCE	DECEMBER RECEIPTS	DECEMBER DISBURSMENTS	DECEMBER CASH BALANCE	OUTSTANDING TRANSACTIONS	DEC BANK BALANCE
<b>Grinnell State Bank BK#1</b>						
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BANK Grinnell State Bank BK#1						7,234,362.49
001 CHECKING - GENERAL	145,435.25-	199,641.38	427,875.24	373,669.11-	29,988.63	
110 CHECKING - ROAD USE	315,566.04	55,195.86	124,007.10	246,754.80	102,143.30	
111 CHECKING - I-JOBS	0.00	0.00	0.00	0.00		
112 CHECKING - EMPLOYEE BENEFIT	0.00	0.00	0.00	0.00		
121 CHECKING - LOCAL OPTION	583,088.24	82,369.79	0.00	665,458.03		
125 CHECKING - TIF	592,749.78	55,105.17	201,697.32	446,157.63	76,025.58	
135 CHECKING - L.M.I.	358,599.38	0.00	1,190.28	357,409.10		
167 CHECKING - PC COMM. LIB TRUST	13,874.34	0.00	0.00	13,874.34		
177 CHECKING - FORFEITURE	1,685.81	0.00	0.00	1,685.81		
200 CHECKING - DEBT SERVICE	208,373.05	12,470.91	300.00	220,543.96		
301 CHECKING - CAPITAL PROJECT	2,322,376.79	0.00	17,477.68	2,304,899.11	7,201.60	
302 CHECKING - CAPITAL WATER PROJ	615,941.60	0.00	0.00	615,941.60		
303 CHECKING - CAP EQUIP/VEHICLE	105,000.00-	0.00	0.00	105,000.00-		
304 CHECKING	0.00	3,000.00	0.00	3,000.00		
600 CHECKING - WATER UTILITY	1,556,975.27	115,343.40	93,128.24	1,579,190.43	13,740.29	
610 CHECKING - SEWER UTILITY	968,984.78	151,064.05	112,468.07	1,007,580.76	5,275.02	
670 CHECKING-SOLID WASTE/RECYCLING	19,002.67	24,746.08	24,549.85	19,198.90		
740 CHECKING	9,649.86-	12,694.90	57.06	2,987.98		
920 CHECKING - ESCROW BANK ACCOUNT	0.00	0.00	0.00	0.00		
PENDING CREDIT-CARD DEPOSITS					311.29	
DEPOSITS					6,487.67	
WITHDRAWALS					773.69	
Grinnell State Bank TOTALS	7,297,132.64	711,631.54	1,002,750.84	7,006,013.34	228,349.15	7,234,362.49
-----						
7/2022 Transaction cleared on statement was entered in a future period.						348.35
12/31/2021 Calculated Statement Balance						7,234,710.84
-----						
<b>LUANA SAV. BK MM BK#2</b>						
-----						
BANK LUANA SAV. BK MM BK#2						3,259,043.56
001 Luana Savings Bank - M.M. Acco	2,537,927.06	2,074.64	0.00	2,540,001.70		
135 Luana Money Market Account	719,041.86	0.00	0.00	719,041.86		
LUANA SAV. BK MM TOTALS	3,256,968.92	2,074.64	0.00	3,259,043.56	0.00	3,259,043.56
-----						
<b>GRINNELL STATE BK- C.D. BK#3</b>						
-----						
BANK GRINNELL STATE BK- C.D. BK#3						1,084,567.26
001 GRINNELL STATE BANK CD	0.00	0.00	0.00	0.00		
DEPOSITS					1,366.85	
TRANSFER-OUT					1,085,934.11-	
GRINNELL STATE BK- C.D. TOTALS	0.00	0.00	0.00	0.00	1,084,567.26	1,084,567.26

**BANK CASH REPORT**  
2021

BANK NAME FUND GL NAME	NOVEMBER CASH BALANCE	DECEMBER RECEIPTS	DECEMBER DISBURSMENTS	DECEMBER CASH BALANCE	OUTSTANDING TRANSACTIONS	DEC BANK BALANCE
GRINNELL STATE BK-MM BK#4 -----						
BANK GRINNELL STATE BK-MM BK#4 001 SUPER MONEY MKT II	1,542,510.49	655.04	0.00	1,543,165.53		1,543,165.53
GRINNELL STATE BK-MM TOTALS	1,542,510.49	655.04	0.00	1,543,165.53	0.00	1,543,165.53
LUANA SAVINGS BANK CD BK#6 -----						
BANK LUANA SAVINGS BANK CD BK#6 001 LUANA BANK C.D.-1.85%	0.00	0.00	0.00	0.00		
LUANA SAVINGS BANK CD TOTALS	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL OF ALL BANKS</b>	<b>12,096,612.05</b>	<b>714,361.22</b>	<b>1,002,750.84</b>	<b>11,808,222.43</b>	<b>1,312,916.41</b>	<b>13,121,138.84</b>

**BUDGET REPORT**  
**CALENDAR 12/2021, FISCAL 6/2022**

PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	GENERAL TOTAL	3,961,256.00	426,540.89	2,062,440.33	52.07	1,898,815.67
	ROAD USE TOTAL	729,600.00	124,011.06	335,033.08	45.92	394,566.92
	LOCAL OPTION SALES TAX TOTAL	672,299.00	.00	.00	.00	672,299.00
	TIF TOTAL	698,450.00	162,292.20	162,292.20	23.24	536,157.80
	L.M.I TOTAL	595,880.00	1,190.28	405,014.98	67.97	190,865.02
	PC COMM. LIB TRUST TOTAL	4,000.00	.00	.00	.00	4,000.00
	DEBT SERVICE TOTAL	1,555,502.00	300.00	1,061,547.77	68.24	493,954.23
	CAPITAL IMPROVEMENTS TOTAL	2,369,975.00	17,477.68	242,049.94	10.21	2,127,925.06
	CAPITAL WATER PROJECT TOTAL	500,000.00	.00	43,136.46	8.63	456,863.54
	CAPITAL EQUIPMENT/VEHICLE TOTA	285,241.00	.00	105,000.00	36.81	180,241.00
	WATER TOTAL	1,186,494.00	83,409.62	657,346.05	55.40	529,147.95
	SEWER TOTAL	1,699,087.00	111,488.17	1,102,392.76	64.88	596,694.24
	SOLID WASTE/RECYCLING TOTAL	283,500.00	24,329.24	156,506.61	55.21	126,993.39
	STORM WATER UTILITY TOTAL	115,000.00	.00	135,598.32	117.91	20,598.32-
	TOTAL EXPENSES BY FUND	14,656,284.00	951,039.14	6,468,358.50	44.13	8,187,925.50

**BUDGET REPORT**  
**CALENDAR 12/2021, FISCAL 6/2022**

PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	POLICE TOTAL	1,114,956.00	108,957.40	612,134.82	54.90	502,821.18
	CIVIL DEFENSE TOTAL	16,500.00	108.64	658.51	3.99	15,841.49
	FIRE TOTAL	732,419.00	71,320.86	348,342.59	47.56	384,076.41
	BUILDING/HOUSING TOTAL	256,919.00	70,383.32	296,503.05	115.41	39,584.05-
	DOG CONTROL TOTAL	4,795.00	.00	3,038.30	63.36	1,756.70
	<b>PUBLIC SAFETY TOTAL</b>	<b>2,125,589.00</b>	<b>250,770.22</b>	<b>1,260,677.27</b>	<b>59.31</b>	<b>864,911.73</b>
	ROAD USE TOTAL	692,867.00	130,807.64	385,872.64	55.69	306,994.36
	STREET LIGHTING TOTAL	63,000.00	839.48	23,896.41	37.93	39,103.59
	<b>PUBLIC WORKS TOTAL</b>	<b>755,867.00</b>	<b>131,647.12</b>	<b>409,769.05</b>	<b>54.21</b>	<b>346,097.95</b>
	ENV.HEALTH SERVICES TOTAL	4,000.00	.00	2,001.52	50.04	1,998.48
	<b>HEALTH &amp; SOCIAL SERVICES TOTA</b>	<b>4,000.00</b>	<b>.00</b>	<b>2,001.52</b>	<b>50.04</b>	<b>1,998.48</b>
	LIBRARY TOTAL	405,160.00	26,195.89	197,440.19	48.73	207,719.81
	PARKS TOTAL	355,952.00	16,867.62	158,344.36	44.48	197,607.64
	COMMUNITY CENTER TOTAL	20,863.00	2,318.51	10,497.30	50.32	10,365.70
	<b>CULTURE &amp; RECREATION TOTAL</b>	<b>781,975.00</b>	<b>45,382.02</b>	<b>366,281.85</b>	<b>46.84</b>	<b>415,693.15</b>
	TIF/ECON DEV TOTAL	884,232.00	163,482.48	567,307.18	64.16	316,924.82
	<b>COMMUNITY &amp; ECONOMIC DEV TOTA</b>	<b>884,232.00</b>	<b>163,482.48</b>	<b>567,307.18</b>	<b>64.16</b>	<b>316,924.82</b>
	MAYOR COUNCIL TOTAL	104,515.00	24,110.75	70,358.64	67.32	34,156.36
	POLICY ADMINISTRATION TOTAL	198,901.00	11,748.79	122,129.72	61.40	76,771.28
	ELECTIONS TOTAL	1,750.00	.00	53.46	3.05	1,696.54
	CITY ATTORNEY TOTAL	60,500.00	10,917.00	33,587.00	55.52	26,913.00
	CITY HALL TOTAL	91,850.00	3,822.05	27,640.54	30.09	64,209.46
	OTHER CITY GOVERNMENT TOTAL	168,800.00	72,154.00	104,974.36	62.19	63,825.64
	<b>GENERAL GOVERNMENT TOTAL</b>	<b>626,316.00</b>	<b>122,752.59</b>	<b>358,743.72</b>	<b>57.28</b>	<b>267,572.28</b>
	DEBT SERVICE TOTAL	1,555,502.00	300.00	1,061,547.77	68.24	493,954.23
	<b>DEBT SERVICE TOTAL</b>	<b>1,555,502.00</b>	<b>300.00</b>	<b>1,061,547.77</b>	<b>68.24</b>	<b>493,954.23</b>
	FIRE TOTAL	56,000.00	.00	.00	.00	56,000.00
	OTHER PUBLIC WORKS TOTAL	192,241.00	.00	105,000.00	54.62	87,241.00
	PARKS TOTAL	37,000.00	.00	.00	.00	37,000.00
	<b>CAPITAL IMPROVEMENT TOTAL</b>	<b>2,369,975.00</b>	<b>17,477.68</b>	<b>242,049.94</b>	<b>10.21</b>	<b>2,127,925.06</b>



**BUDGET REPORT**  
**CALENDAR 12/2021, FISCAL 6/2022**

PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	WATER UTILITY TOTAL	500,000.00	.00	43,136.46	8.63	456,863.54
	CAPITAL PROJECTS TOTAL	3,155,216.00	17,477.68	390,186.40	12.37	2,765,029.60
	WATER UTILITY TOTAL	1,085,034.00	83,409.62	657,346.05	60.58	427,687.95
	SEWER UTILITY TOTAL	1,635,754.00	111,488.17	1,102,392.76	67.39	533,361.24
	RECYCLING TOTAL	283,500.00	24,329.24	156,506.61	55.21	126,993.39
	STORM WATER TOTAL	115,000.00	.00	135,598.32	117.91	20,598.32-
	ENTERPRISE FUNDS TOTAL	3,119,288.00	219,227.03	2,051,843.74	65.78	1,067,444.26
	TRANSFER TOTAL	1,648,299.00	.00	.00	.00	1,648,299.00
	TRANSFER OUT TOTAL	1,648,299.00	.00	.00	.00	1,648,299.00
	TOTAL EXPENSES	14,656,284.00	951,039.14	6,468,358.50	44.13	8,187,925.50

**REVENUE REPORT**  
**CALENDAR 12/2021, FISCAL 6/2022**

PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	4,094,348.00	201,035.39	1,911,093.66	46.68	2,183,254.34
	ROAD USE TOTAL	729,600.00	55,195.86	342,870.72	46.99	386,729.28
	LOCAL OPTION SALES TAX TOTAL	938,600.00	82,369.79	665,458.03	70.90	273,141.97
	TIF TOTAL	673,450.00	15,700.05	345,361.15	51.28	328,088.85
	L.M.I TOTAL	75,218.00	.00	34,706.99	46.14	40,511.01
	DEBT SERVICE TOTAL	1,615,052.00	12,470.91	1,257,897.21	77.89	357,154.79
	CAPITAL IMPROVEMENTS TOTAL	2,725,272.00	.00	2,331,521.04	85.55	393,750.96
	CAPITAL WATER PROJECT TOTAL	.00	.00	370,891.67	.00	370,891.67-
	CAPITAL EQUIPMENT/VEHICLE TOTA	374,800.00	.00	.00	.00	374,800.00
	FOUR SEASONS PUB IMPROVEM TOTA	.00	3,000.00	3,000.00	.00	3,000.00-
	WATER TOTAL	1,390,100.00	105,620.82	996,611.45	71.69	393,488.55
	SEWER TOTAL	1,737,000.00	150,080.16	926,293.74	53.33	810,706.26
	SOLID WASTE/RECYCLING TOTAL	283,500.00	24,525.47	146,238.48	51.58	137,261.52

**REVENUE REPORT**  
**CALENDAR 12/2021, FISCAL 6/2022**

**PCT OF FISCAL YTD 50.0%**

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	STORM WATER UTILITY TOTAL	179,000.00	12,637.84	117,282.07	65.52	61,717.93
	TOTAL REVENUE BY FUND	===== 14,815,940.00 =====	===== 662,636.29 =====	===== 9,449,226.21 =====	===== 63.78 =====	===== 5,366,713.79 =====

**BALANCE SHEET**  
**CALENDAR 12/2021, FISCAL 6/2022**

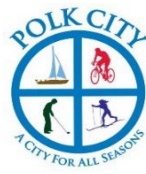
ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1110	CHECKING - GENERAL	228,233.86-	373,669.11-
001-000-1725	ACCUM.DEPR. - LIBRARY BLDG	.00	.00
001-000-1745	ACCUM.DEPR. - PWD EQUIPMENT	.00	.00
001-000-1755	ACCUM.DEPR. - POLICE	.00	.00
001-000-1756	ACCUM.DEPR. - FIRE DEPT.	.00	.00
001-000-1805	ACCUM.DEPR. - SIDEWALKS	.00	.00
001-000-1806	ACCUM.DEPR.- PARKER BLVD	.00	.00
110-000-1110	CHECKING - ROAD USE	68,811.24-	246,754.80
111-000-1110	CHECKING - I-JOBS	.00	.00
121-000-1110	CHECKING - LOCAL OPTION	82,369.79	665,458.03
125-000-1110	CHECKING - TIF	146,592.15-	446,157.63
135-000-1110	CHECKING - L.M.I.	1,190.28-	357,409.10
167-000-1110	CHECKING - PC COMM. LIB TRUST	.00	13,874.34
177-000-1110	CHECKING - FORFEITURE	.00	1,685.81
200-000-1110	CHECKING - DEBT SERVICE	12,170.91	220,543.96
301-000-1110	CHECKING - CAPITAL PROJECT	17,477.68-	2,304,899.11
302-000-1110	CHECKING - CAPITAL WATER PROJ	.00	615,941.60
303-000-1110	CHECKING - CAP EQUIP/VEHICLE	.00	105,000.00-
304-000-1110	CHECKING	3,000.00	3,000.00
600-000-1110	CHECKING - WATER UTILITY	22,215.16	1,579,190.43
600-000-1805	ACCUM. DEPR. - WATER	.00	.00
610-000-1110	CHECKING - SEWER UTILITY	38,595.98	1,007,580.76
610-000-1805	ACCUM. DEPR. - SEWER	.00	.00
670-000-1110	CHECKING-SOLID WASTE/RECYCLING	196.23	19,198.90
740-000-1110	CHECKING	12,637.84	2,987.98
920-000-1110	CHECKING - ESCROW BANK ACCOUNT	.00	.00
	CHECKING TOTAL	291,119.30-	7,006,013.34
600-000-1111	WAT.SINKING/CKG	.00	.00
610-000-1111	SEWER SINKING FUND	.00	.00
	WATER SINKING TOTAL	.00	.00
600-000-1112	WATER TRUST CHECKING	.00	.00
610-000-1112	SEW.IMPR.CHECKING	.00	.00
	CHECKING TOTAL	.00	.00
600-000-1113	WAT.IMPR/CHECKING	.00	.00
610-000-1113	79 SANITARY SEWER DISTRICT	.00	.00
	CHECKING TOTAL	.00	.00
600-000-1115	Water Holding Account	.00	.00
	TOTAL	.00	.00

**BALANCE SHEET**  
**CALENDAR 12/2021, FISCAL 6/2022**

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1120	LIBR.PETTY CASH	.00	35.00
600-000-1120	WATER PETTY CASH	.00	.00
		-----	-----
	PETTY CASH TOTAL	.00	35.00
001-000-1121	GENERAL PETTY CASH	.00	100.00
		-----	-----
	PETTY CASH TOTAL	.00	100.00
001-000-1122	PETTY CASH-POLICE	.00	300.00
		-----	-----
	PETTY CASH-POLICE TOTAL	.00	300.00
001-000-1150	GENERAL RESERVE IPAIT A/C	.00	1.00
125-000-1150	TIF RESERVE IPAIT A/C	.00	.00
135-000-1150	LMI - IPAIT Account	.00	1.00
200-000-1150	DEBT/TIF/CHECKING	.00	.00
301-000-1150	TIF SPECIAL REVENUES	.00	.00
600-000-1150	WATER FUND IPAIT A/C	.00	1.00
610-000-1150	SEWER FUND IPAIT A/C	.00	1.00
		-----	-----
	CHECKING TOTAL	.00	4.00
001-000-1151	GENERAL INVESTMENT	.00	.00
600-000-1151	WATER RESERVE INVESTMENT	.00	.00
610-000-1151	Sewer Fund CD	.00	.00
		-----	-----
	SAVINGS TOTAL	.00	.00
600-000-1152	WATER TRUST INVESTMT.	.00	.00
		-----	-----
	WATER TRUST INVESTMENT TOTAL	.00	.00
001-000-1160	SUPER MONEY MKT II	655.04	1,543,165.53
110-000-1160	SAVINGS	.00	.00
125-000-1160	SAVINGS	.00	.00
		-----	-----
	SUPER MONEY MKT II TOTAL	655.04	1,543,165.53
001-000-1161	GRINNELL STATE BANK CD	.00	.00
610-000-1161	Polk County Bank CD	.00	.00
		-----	-----
	GRINNELL STATE BANK CD TOTAL	.00	.00

**BALANCE SHEET**  
**CALENDAR 12/2021, FISCAL 6/2022**

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1162	LUANA BANK C.D,-1.85%	.00	.00
	TOTAL	----- .00	----- .00
001-000-1163	Luana Savings Bank - M.M. Acco	2,074.64	2,540,001.70
135-000-1163	Luana Money Market Account	.00	719,041.86
600-000-1163	Luana Money Market Account	.00	.00
610-000-1163	Luana Money Market Account	.00	.00
	LUANA MONEY MARKET TOTAL	----- 2,074.64	----- 3,259,043.56
600-000-1220	ACCOUNTS RECEIVABLE	.00	.00
610-000-1220	ACCOUNTS RECEIVABLE	.00	.00
	TOTAL	----- .00	----- .00
	TOTAL CASH	=====	=====
		288,389.62-	11,808,661.43
		=====	=====



**CITY OF POLK CITY  
VOLUNTEER BOARDS & COMMISSIONS APPLICATION**

The City of Polk City has a variety of volunteer opportunities on boards and commissions for the following purposes:

- advise the City Council*
- hear and make decisions on appeals and variances*
- assist in the planning of parks, recreational programs, land use and zoning, and operations*
- assist in the promotion of educational, cultural, economic and general welfare of the public*
- assist in the promotion of performing and fine arts programming*
- assist with management of library services*

All board and commission members must be Polk City Residents. Applicants are appointed by the Mayor and confirmed by the City Council. Terms for the boards and commissions vary and are established by the Municipal Code. All meetings of the boards and commissions are open to the public and agendas are prepared and available for public viewing.

For more information, contact the City Clerk's Office by phone at 515-984-6233 or e-mail [support@polkcityia.gov](mailto:support@polkcityia.gov).

**APPLICANT INFORMATION**

Last Name McCann	First Tim	MI J
Street Address 930 West Trace Place	City/State Polk City, Iowa	Zip 50226
Employer Name Oracle	Job Title Sales	Length of residency in Polk City 7 months

**Please check the following Board or Commission you are interested in serving:**

<input type="radio"/> Library Board of Trustees	<input type="radio"/> Planning and Zoning Commission
<input checked="" type="radio"/> <b>Park Commission</b>	<input checked="" type="radio"/> <b>Board of Adjustment</b>
<input type="radio"/> Tree Board	<input type="radio"/> Other (please specify) _____

**What knowledge and/or understanding of the Board/Commission do you have?**

Was a member of the Citizen's Academy

**Please check the following areas of knowledge and/or expertise you possess:**

Financial Management	Land Use Planning
<b>Community Groups</b>	Engineering
<b>Conflict Resolution</b>	<b>Other: Marketing, Social Media</b>

**What education, experiences or activities qualify you for this volunteer position?**

Sales/marketing Degree from UNI. Owned/Operated a Retail Business for 16 Years. Serve on Board for Community Youth Concepts, Served on Board of Clive Jaycees

**Why do you wish to serve on the Board or Commission?**

New resident to Polk City and have always tried to be active and give back to the communities that I live in.

**Please indicate**

	<b>yes</b>	<b>no</b>
Would you be able to attend regularly scheduled meetings?	Yes	
Do you sell, contract or furnish supplies, material or labor to the City?		No
Have you ever been employed by the City?		No
Do you have any relatives working for the City?		No

**References**

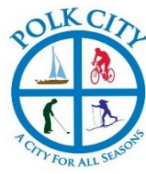
Name Amy Croll, Founder/Former Executive Director of Community Youth Concepts, Urbandale City Council 515-371-9278
Name Tiffany Menke, President, Urbandale Chamber of Commerce 515-331-6855
Name Sue Hatling, Retired, Former Employee. 515-491-8180

**Thank you for your interest in volunteering with the City of Polk City.**

If not selected, your application will be retained for one year. This application is a public document and as such can be viewed, reproduced or distributed to the public.

In applying for appointment, you understand the City Council may make inquiries in the community pertinent to your appointment.





**CITY OF POLK CITY  
VOLUNTEER BOARDS & COMMISSIONS APPLICATION**

The City of Polk City has a variety of volunteer opportunities on boards and commissions for the following purposes:

- advise the City Council*
- hear and make decisions on appeals and variances*
- assist in the planning of parks, recreational programs, land use and zoning, and operations*
- assist in the promotion of educational, cultural, economic and general welfare of the public*
- assist in the promotion of performing and fine arts programming*
- assist with management of library services*

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**APPLICANT INFORMATION**

Last Name Savage	First Jeff	MI A
Street Address 610 Oakwood Pl	City/State Polk City, IA	Zip 50226
Employer Name FBL Financial Group, Inc.	Job Title Information Systems Security Engineer	Length of residency in Polk City 6 Years

**Please check the following Board or Commission you are interested in serving:**

<input type="radio"/> Library Board of Trustees	<input type="radio"/> Planning and Zoning Commission
<input checked="" type="checkbox"/> Park Commission	<input type="radio"/> Board of Adjustment
<input type="radio"/> Tree Board	<input type="radio"/> Other (please specify) _____

**What knowledge and/or understanding of the Board/Commission do you have?**

I have limited knowledge of the boards and commissions based on my recent experience with the Citizens Academy group as well as exposure from attending city council meetings.
--

**Please check the following areas of knowledge and/or expertise you possess:**

Financial Management <input checked="" type="checkbox"/>	Land Use Planning
Community Groups	Engineering
Conflict Resolution <input checked="" type="checkbox"/>	Other:

**What education, experiences or activities qualify you for this volunteer position?**

I have 20+ years experience working for a publicly traded company so I understand having to comply with laws and regulations. Along with 25+ years of IT experience, I have personally led many projects that have required me to work with budgets, manage staff, develop/coordinate project timelines and be a champion the cause.
--

**Why do you wish to serve on the Board or Commission?**

I have a strong desire to actively participate in my community, help shape the future of our city and meet other residents.

**Please indicate**

	yes	no
Would you be able to attend regularly scheduled meetings?	X	
Do you sell, contract or furnish supplies, material or labor to the City?		X
Have you ever been employed by the City?		X
Do you have any relatives working for the City?		X

**References**

Name Randy and Judy Nyberg 601 Oakwood Pl.
Name Heath and Stacey Paulsen 614 Oakwood Pl.
Name

**Thank you for your interest in volunteering with the City of Polk City.**

If not selected, your application will be retained for one year. This application is a public document and as such can be viewed, reproduced or distributed to the public.

In applying for appointment, you understand the City Council may make inquiries in the community pertinent to your appointment.

# Polk City Water Department

## Monthly Report

Month December

Year 2021

Total Water Pumped 10306081 Gallons  
Monthly Daily Avg 332474 Gallons

---

### Testing Results

- **SDWA Bacteriological Coliform Analysis** absent University Hygienic Lab.  
Fecal Coliform Analysis- Sample incubated 35c for 48 hrs then examine for gas production. Gas production verifies presence of fecal coliform organisms.
- **Fluoride Analysis** .06 University Hygienic Lab.  
A fluoride concentration of approx. 1mg/l in drinking water effectively reduces dental caries without harmful effects on health. MCL for fluoride is 4.0 mg/l.  
Fluoride at Plant- Monthly Average .73 mg/l Polk City Lab.  
Fluoride in System- Monthly Average .67 mg/l Polk City Lab.
- **Chlorine Free At Plant- Monthly Average** 1.48 mg/l Polk City Lab.  
**Chlorine Total at plant- Monthly Average** 3.24 mg/l Polk City Lab.  
**Chlorine Free in System- Monthly Average** .69 mg/l Polk City Lab.  
**Chlorine Total in System- Monthly Average** 1.03 mg/l Polk City Lab.  
Chlorine requirement is the quantity of chlorine that must be added to H2O to achieve complete disinfection of pathogens and protozoa. Chlorine residuals will vary widely depending on organic loading. We also use chlorine to oxidize iron prior to filtration.
- **Iron Raw Water- Monthly Average** 7.08 mg/l Polk City Lab.  
**Iron Finish Water- Monthly Average** .07 mg/l Polk City Lab.  
**Iron System Water- Monthly Average** .06 mg/l Polk City Lab.  
Iron occurs in rocks and minerals in the earth's crust. It's the 4<sup>th</sup> most abundant element respectively. Iron has no effect on human health; its main objection is aesthetics. Concentrations of Iron in finish H2O should be between 0.03-0.06mg/l.
- **Manganese Raw Water- Monthly Average** .32 mg/l Polk City Lab.  
**Manganese Finish Water- Monthly Average** .19 mg/l Polk City Lab.  
**Manganese System Water- Monthly Average** .09 mg/l Polk City Lab.  
Manganese also occurs in rocks and the earth's crust. It is the 7<sup>th</sup> most abundant element. Manganese is extremely difficult to remove. Concentrations of Manganese in finish H2O should not exceed 0.05mg/l or black staining of plumbing fixtures may occur. No effect on human health.
- **pH Raw Water Monthly Average** 7.8 mg/l Polk City Lab.  
**pH Finish Water-Monthly Average** 7.7 mg/l Polk City Lab.  
**pH System Water- Monthly Average** 9.0 mg/l Polk City Lab.  
pH scale ranges from 0-14 with 7 being considered neutral. Below 7 becomes corrosive to plumbing, above 7 tends to deposit minerals in plumbing. We add caustic soda to maintain proper pH, which should range between 7.5-7.9 in finish water.

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

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



# 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](mailto:police@polkcityia.gov)

***Service Integrity Respect Quality***

To: Honorable Mayor and Council Members

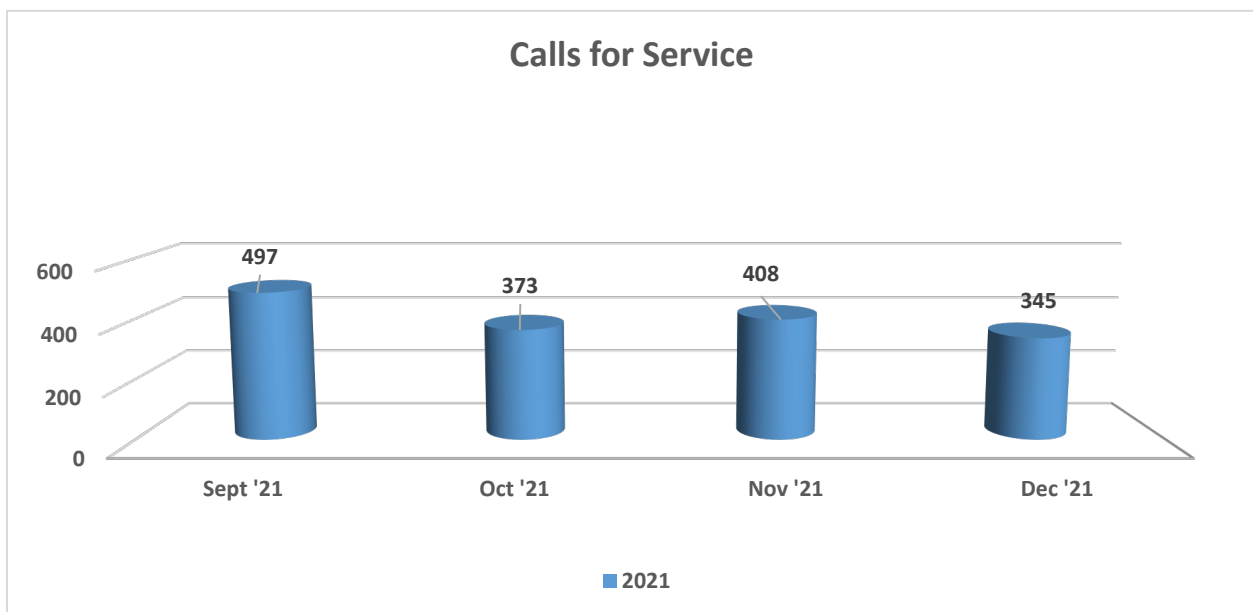
From: Lieutenant Aswegan

Date: January 3rd, 2022

Re: December 2021 Monthly Report

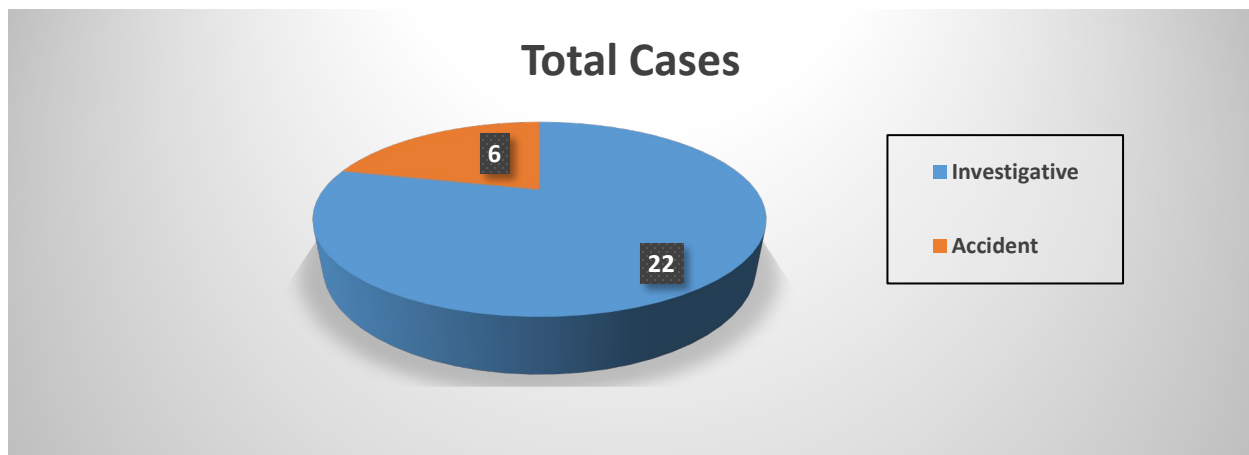
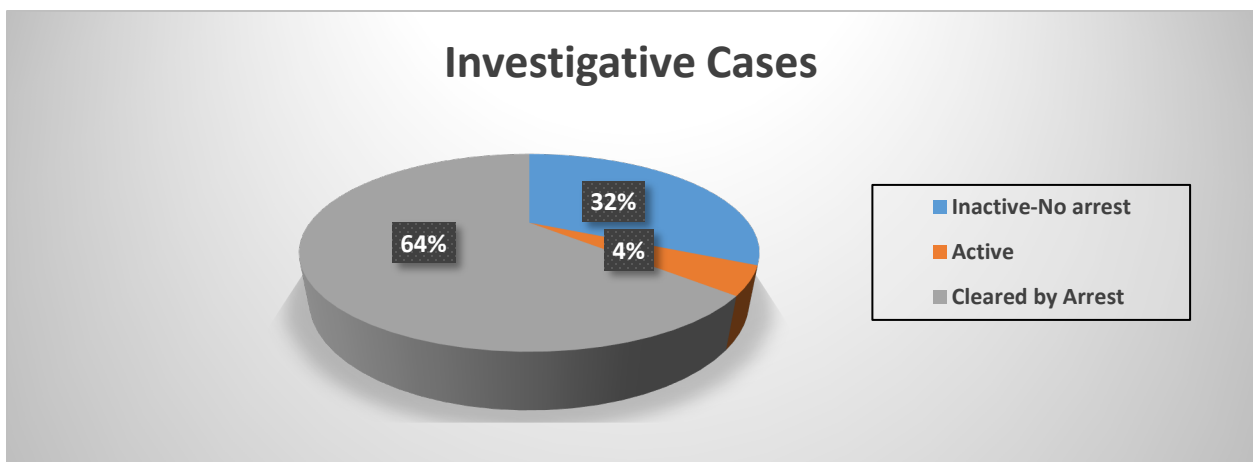
## Calls for Service

The total calls for service for the month of December were **345**. 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 **76** traffic stops.



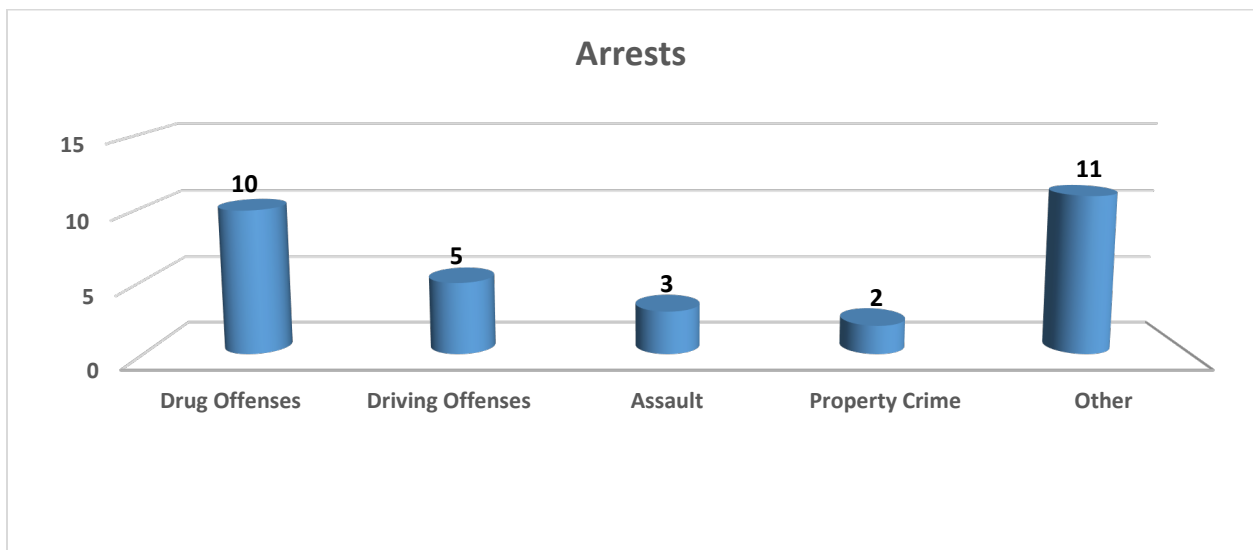
## Cases Made

The Police Department had **28** total cases during the month of December. **22** of the cases were investigative incident reports and **6** were for traffic collisions. There is **1** active investigation from this month. There was a **64%** rate of cases cleared by arrest, for investigative cases in December.



## Arrests Made

The Police Department made **31** arrests and issued **20** citations and **66** warnings. The arrests consisted of **10** arrests for drug offenses, **5** arrests for driving offenses (including 2 for OWI and 6 for Driving with a Suspended, Revoked, or Barred License), **3** arrests for Assault, **2** arrest for property crimes, and **11** arrests for miscellaneous offenses which included 2 Violations of No Contact Orders, 4 charges of Harassment, 1 charge for Employee Selling Tobacco to Underage Person, 1 charge for Obstruction of Emergency Communication, 1 charge of Disorderly Conduct, 1 charge for Public Intoxication, and 1 charge for Providing False Identification Information.



## **Notable Incidents**

On December 1<sup>st</sup> at about 2:40 am a Polk City Police Officer stopped to check on 2 suspicious people at a closed local business. An investigation revealed that the 62-year-old Madrid man and the 63-year-old Ames woman had a no contact order prohibiting the man from having contact with the woman. He also attempted to give the investigating officer a false name to avoid detection of the no contact order violation. The man was charged with 2 counts of Violation of No Contact Order and one count of Providing False Identification Information.

On December 2<sup>nd</sup>, a Polk City Police Officer took custody of a wanted subject wanted on outstanding Polk City PD arrest warrants. The subject had been located by Earlham Police Department who transferred custody to our department. The subject, a 24-year-old Denison man, was wanted on charges stemming from a July incident at Big Creek where he physical assaulted a female acquaintance after she rejected repeated gestures of affection, took her phone away while she attempted to call 911, and yelled obscenities which caused disturbance to other patrons of the park, all while being highly intoxicated. The man was transported via the ambulance due to his intoxicated state and arrest warrants were requested for charges of Assault, Harassment, Disorderly Conduct, Public Intoxication, and Interfering with Emergency Communication. He was booked into the Polk County jail after he was arrested on the outstanding warrants in the case.

On December 13<sup>th</sup> an arrest warrant was filed after a 3-month long investigation into the theft of catalytic converters. A 42-year-old Des Moines man was charged with 2<sup>nd</sup> Degree Theft after physical evidence recovered from the crime scene led investigators to his identity.

## **Officer Training**

On December 15<sup>th</sup>, Officer Untrauer attended OWI/SFST Update Training at the Iowa Law Enforcement Academy. The training is designed to deliver updated information on impaired driving related investigations in order to enhance officer's skills and produce a higher probability of a successful prosecution.

## **In-Service Training**

In December, Polk City Police Officers attended an onsite conference on personal experiences of another officer who had been involved in a deadly force encounter. The officer delivered information on lessons learned from the incident and how he coped with the aftermath of the incident. The incident occurred in 2019 in a rural Iowa county where several officers were wounded.

An investigator from the Iowa Alcoholic Beverages Division also delivered information on resources available to patrol officers while they are investigating alcohol related crimes. This type of training is delivered to give officers information on how to develop a stronger case for prosecution.

### **Training Hours: 73**

Lamfers	7
Untrauer	17
Aicher	22
Siepkner	7
Wilson	8
Aswegan	6
Delaney	6



## Canine Program

Officer Aicher and Eudoris attended their annual certification at Canine Tactical. The certification starts with narcotic detection on a vehicle. The certification immediately went into a .75-mile track on rural county roads where the team located a residence where it was believed the decoy was hiding in. The certification continued with a search of the residence. Eudoris located the suspect hiding in a bedroom and engaged the suspect. The certification ended with narcotic detection and K9 Medical Care.



## Community Outreach

On December 3<sup>rd</sup> our department had the pleasure of participating in the **Light Up Polk City!** event. Our tent was staffed by Chief Siepker, Jane and several officers as we handed out candy canes and other treats to kids.



## **Municipal Code Enforcement**

In July 2021 the Police Department took over Municipal Code Enforcement to address most nuisance abatement and municipal infractions.

Violations include junk and junk vehicles, noise control, animal protection and control, solid waste control, dangerous buildings, trees, weeds, and off-street parking.

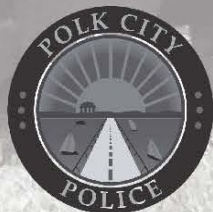
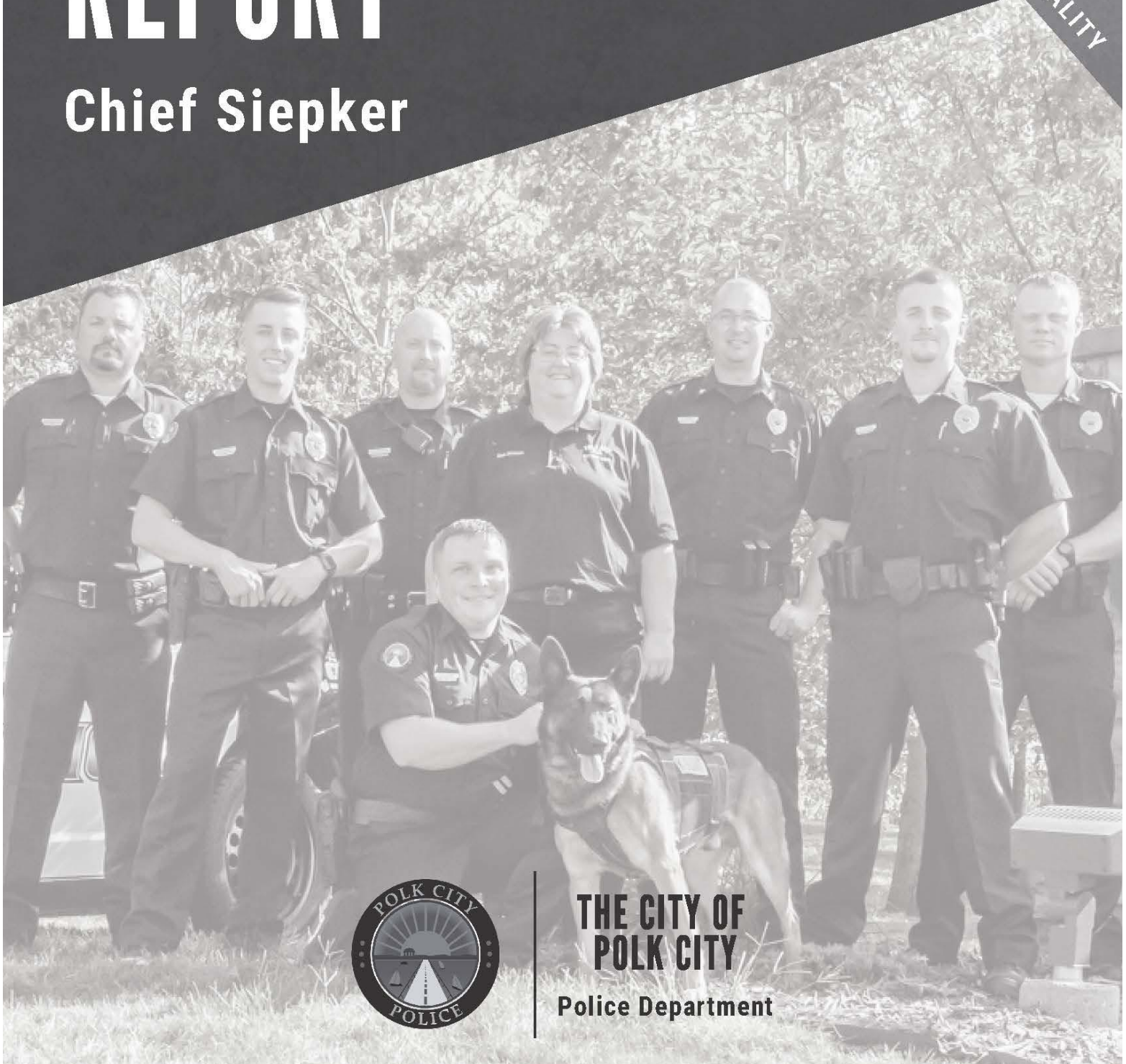
To report a possible code violation residents can go to the Police Department website and complete the Violation Complaint Form and submit via e-mail.

The Police Department addressed **0** Municipal Code infractions in the month of December.

# 2021 ANNUAL REPORT

Chief Siepker

SERVICE - INTEGRITY - RESPECT - QUALITY



**THE CITY OF  
POLK CITY**

**Police Department**

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***The Polk City Police Department is dedicated to provide exceptional service to the Polk City Community in order to create a safe and desirable place to live, work and visit. We will enhance public safety by actively seeking and deterring criminal behavior and enforcing the law impartially.***



***SERVICE, INTEGRITY, RESPECT, QUALITY***

# Chief Jeremy Siepker



I would like to extend my gratitude for all the support our department has seen over the past year. We are blessed to have such a great community.

I look forward to what our department will bring over this next year as we focus on enhancing our community relationships and manage the growth and changes in our City. Please enjoy reading about our accomplishments and highlights from 2021!



# Lieutenant Matt Aswegan



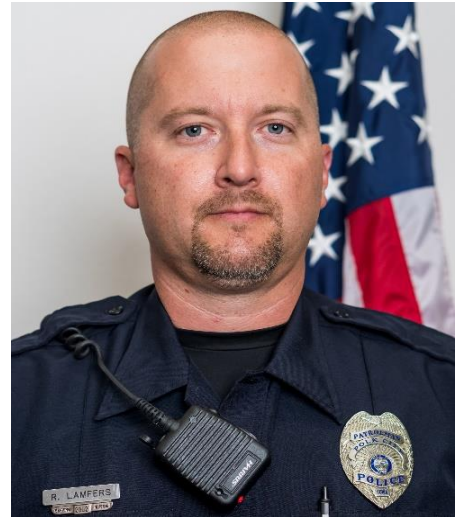
Despite some on-going challenges our profession, community and nation have faced in 2021, the Polk City Police Department had another successful year. We had several successful criminal investigations this year including the apprehension of a catalytic converter thief, car burglars, and made numerous drug seizures. Through the hard work of our patrol staff and partnerships with the community, we continue to enjoy a very low crime rate.

We continue to improve on our excellent training program, where we exceed state mandated training requirements for our staff. Citizens of Polk City can rest easy, knowing that trained and dedicated patrol officers are patrolling their neighborhoods and businesses.

# Officer and Staff Biographies

## Officer Ron Lamfers

- Patrol Officer
- Field Training Officer- Iowa National Association of Field Training Officers
- Glock Armorer
- Iowa Law Enforcement Emergency Care Provider
- 2002 Graduate of Iowa Law Enforcement Academy, Johnston, Iowa



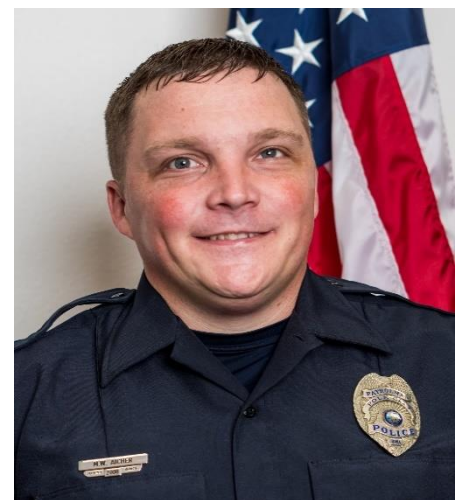
## Officer Matthew Untrauer

- Patrol Officer
- GTSB Coordinator
- Evidence and Property Technician
- Vehicle Crash Investigator
- 2005 Graduate of Iowa Law Enforcement Academy, Johnston, Iowa



## Officer Matthew Aicher

- Patrol Officer
- Canine Handler
- Basic Life Support CPR Instructor
- Standardized Field Sobriety Instructor
- 2008 Graduate of Iowa Law Enforcement Academy- Hawkeye Community College



# Officer and Staff Biographies

## Officer Gabriel Wilson

- Patrol Officer
- Defensive Tactics Instructor
- Taser CEW Instructor
- 2014 Graduate of Iowa Law Enforcement Academy, Johnston, Iowa



## Officer Alex Delaney

- Patrol Officer
- 2020 Graduate of Iowa Law Enforcement Academy, Johnston, Iowa



## Officer Jeremy Burdess

- Patrol Officer
- 2010 graduate of the Iowa Law Enforcement Academy
- Resigned in December and currently hiring to fill vacancy



# Officer and Staff Biographies

## Support Clerk Jane Jacobson

- Police Support Clerk
- NCIC Certified
- TAC Coordinator
- Polk County Attorney Office Liaison



## 2021 Achievements

- Added an 8<sup>th</sup> full-time officer to our staff, which has decreased overtime costs, decreased response time, and increased the number of hours when we have 2 officers on patrol.
- We were one of the first agencies to make the complete transition to the new online UCR reporting database, I-Crime. This online database is a modern tool that updates Iowa's incident-based Uniform Crime Reporting (UCR) system, which serves as the central repository for crime and arrest data across all of Iowa law enforcement.
- Restructured the front lobby with extra security for our administrative staff, provide a lobby area for citizens, and a phone to call dispatch during non-business hours.
- Fully transitioned into the online training tracking program Target Solutions. The program helps us track the total number of training hours, schedule training events, and deliver online training courses.
- Received 5 new Stryker CR2 AEDs through the Iowa Department of Public Health and Helmsley Charitable Trust Law Enforcement AED grant.
- Instituted a Code Enforcement Program and provided citizens with a route to voice code violation complaints through our department website.
- Deployment of Remington 870 Less Lethal shotgun in each patrol vehicle, also known as a “Red Gun”. This shotgun fires a less lethal beanbag round.

# **2021 Community Outreach Events**

- Summer reading program in partnership with the Polk City Library
- Summer cooling tent and water station
- Neighborhood meetings with children
- Summer Kick Off Event
- Light Up Polk City!
- Halloween
- RVTV
- Cop cards
- Participation in the Polk City Fall Fest
- Participation in the Polk City Four Seasons Mini-fest
- Polk City Citizens Academy 2021

# 2021 Community Outreach Events



# 2021 Community Outreach Events





# 2021 Community Outreach Events

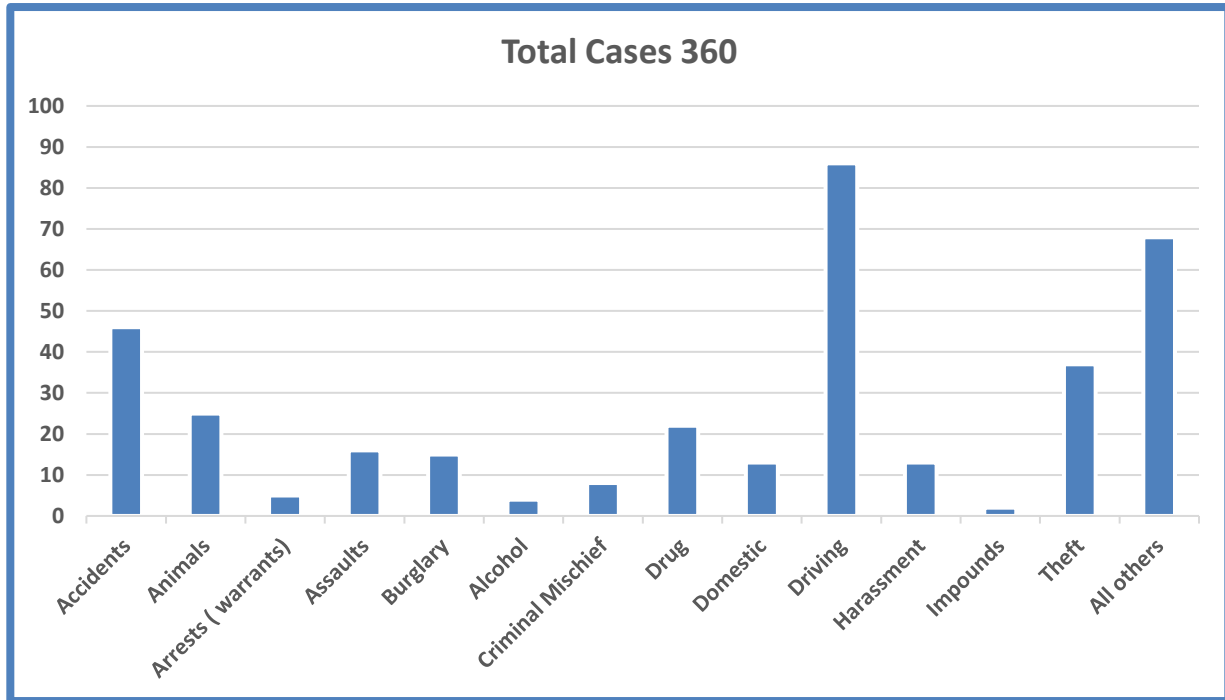


# 2021 Outreach Events



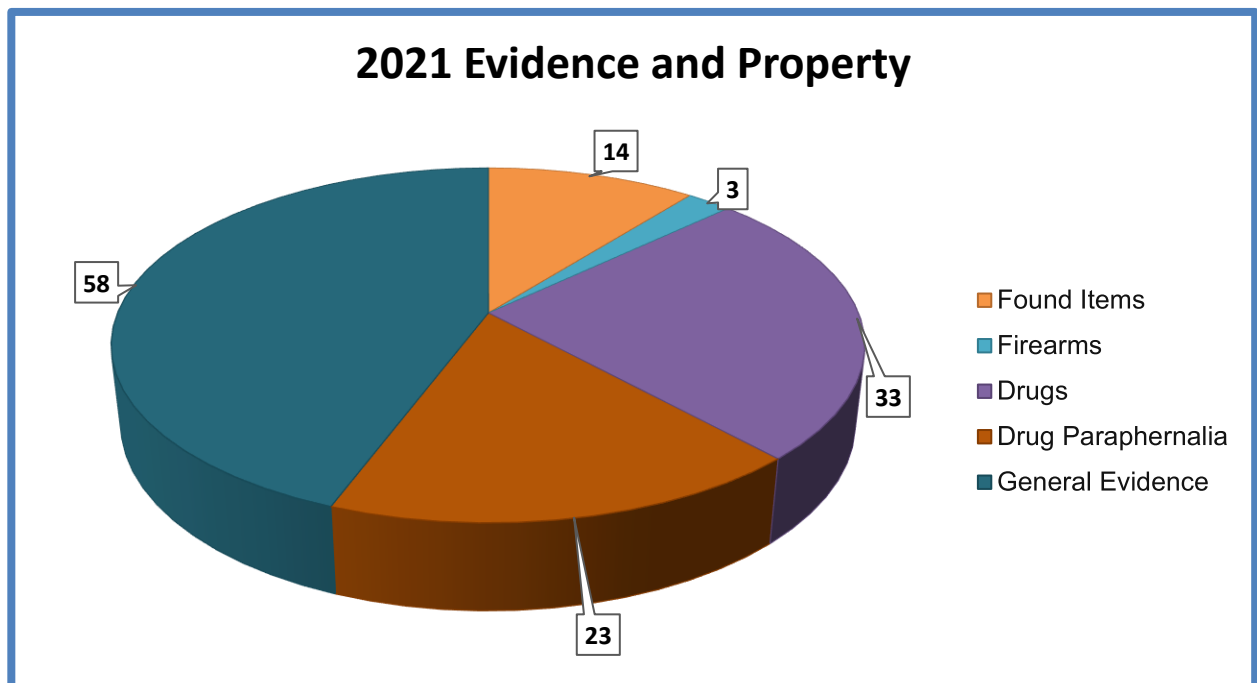
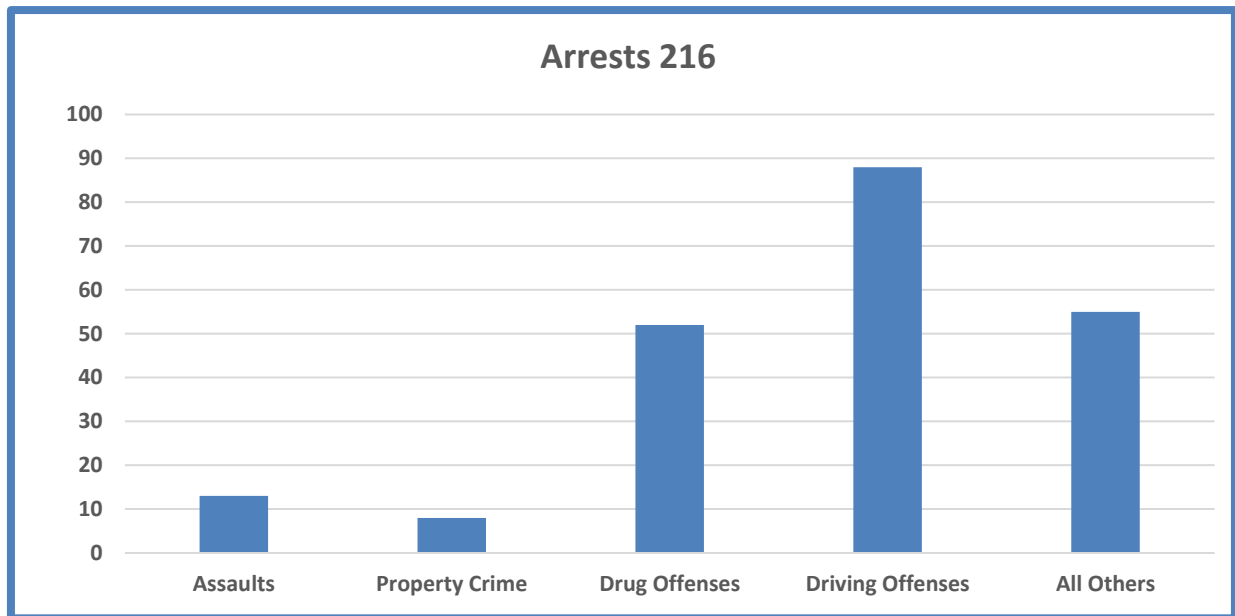
# Patrol Statistics

In 2021 the Polk City Police Department received **4,651** calls for service. This number includes citizen reports/complaints, traffic stops, and other self-initiated activity. Officers took **360** cases in 2021 and responded to **60** traffic collisions. Officers also made **216** arrests, issued **388** traffic citations, and issued **1105** traffic warnings.



# Patrol Statistics

In 2021, our department made 216 arrests. Most of our arrests come from driving related offenses such as Operating While Intoxicated, Driving While Barred, Revoked or Suspended. Drug arrests is the other most common type of arrest made by our department. Numerous drug seizures and items of drug paraphernalia were seized by our department in 2021.



# Notable Case and Events

## 21-0085

On April 10<sup>th</sup>, Officer Wilson stopped a vehicle for expired registration. The vehicle was operated by a 33-year-old Des Moines woman. An investigation revealed that she had a barred driver's license. She was additionally found in possession of Psilocybin mushrooms, methamphetamine and cocaine and numerous items of drug paraphernalia. She was charged with 3 counts of Possession of Controlled Substance, Driving While Barred and Possession of Drug Paraphernalia.



## 21-0088



On April 12<sup>th</sup>, Lt. Aswegan stopped a vehicle for a traffic violation. The vehicle was driven by a 30-year-old Des Moines resident and a passenger in the vehicle was identified as a 26-year-old West Des Moines resident. They were determined to be under the influence of drugs. Officer Aicher and Eudoris responded to the scene. Eudoris was deployed on the vehicle and alerted to the odor of narcotics. Lt. Aswegan recovered heroin, fentanyl and used

needles from the vehicle. A search warrant was executed to draw the driver's blood. He was found to have methamphetamine, fentanyl, heroin, and marijuana in his system when he was driving. The driver was charged with 2<sup>nd</sup> Offense OWI, Driving While Barred, 2 counts of Possession of Controlled Substance, and Possession of Drug Paraphernalia. He additionally had a warrant for his arrest from the Iowa Department of Corrections. The passenger was charged with two counts of Possession of Controlled Substance and Possession of Drug Paraphernalia.

# **Notable Case and Events**

## **21-0228**

Several vehicles were burglarized in Polk City during July and August. One of the victims had their wallet and other items stolen from their vehicle. During an investigation, evidence led investigators to a 19-year-old Des Moines man who had used the victim's credit cards to make several purchases in Des Moines. Our department charged the man with 2 counts of Unlawful Use of a Credit Card and one count of Theft. Arrest warrants were issued, and he was picked up in September by Norwalk Police Department.

## **21-0093**

On April 18<sup>th</sup>, Officer Untrauer was notified by Polk County dispatch of a reckless driver coming into Polk City from the Mile Long Bridge. Officer Untrauer located and stopped the vehicle after observing the erratic driving. An investigation revealed that the driver was intoxicated and had a barred driver's license. He was arrested for OWI and Driving While Barred. The driver became aggressive and belligerent with officers during transport to the Polk County jail. The driver continued to be aggressive towards jail staff. He was additionally charged with Interference with Official Acts.

## **21-0302**

On November 6<sup>th</sup> at about 4:30 am Officer Delaney stopped a vehicle for a traffic violation. An investigation led to the discovery of methamphetamine, prescription drugs and drug paraphernalia in the vehicle. The driver and passenger were charged with Possession of Controlled Substance with Intent to Deliver, Failure to Affix Drug Tax Stamp, Possession of Controlled Substance-3<sup>rd</sup> Offense, and Possession of Drug Paraphernalia. The passenger additionally had a warrant for his arrest out of Polk County and the driver had a suspended driver's license. Both subjects were booked into the Polk County jail.

## **21-0332**

On November 24<sup>th</sup> at about 11:00 am Officer Lamfers stopped a vehicle for a traffic violation. The driver was found to have a suspended driver's license. An investigation also revealed the driver was in possession of methamphetamine and a methamphetamine smoking pipe. The driver was charged with Possession of Controlled Substance-2<sup>nd</sup> Offense, Possession of Drug Paraphernalia and Driving While Suspended.

# Notable Case and Events

## Baby Delivery

On June 2, 2021, at about 7:15 pm Polk City Police Officers Matt Aicher and Alex Delaney responded to assist Polk City Medics for a childbirth in progress. Polk City Officer Aicher was the first officer on scene where he was met with the imminent reality that he was about to deliver a baby into the world. Faced with the reality in front of them, officers and medics called upon their training and successfully delivered a newborn into the world



# Special Programs

## K9 Program

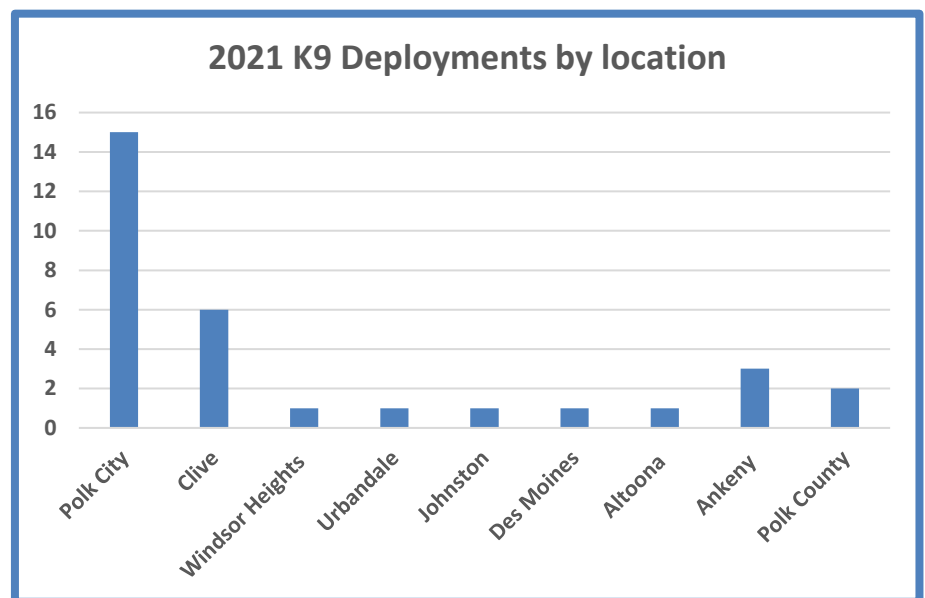
### Certifications and Training

K9 Eudoris and Officer Aicher continue to excel in their annual K9 Certifications. The team was awarded 2<sup>nd</sup> Place out of 50 teams in “Vehicle Detection” at 2021 USPCA Region 21 K9 Detector Trails in Fort Madison. The team was also awarded “The 2021 CTAC Best Narcotic K9 Detection Team” at the “Second Layer Certification” at Canine Tactical in Chariton, Iowa.



### Deployments

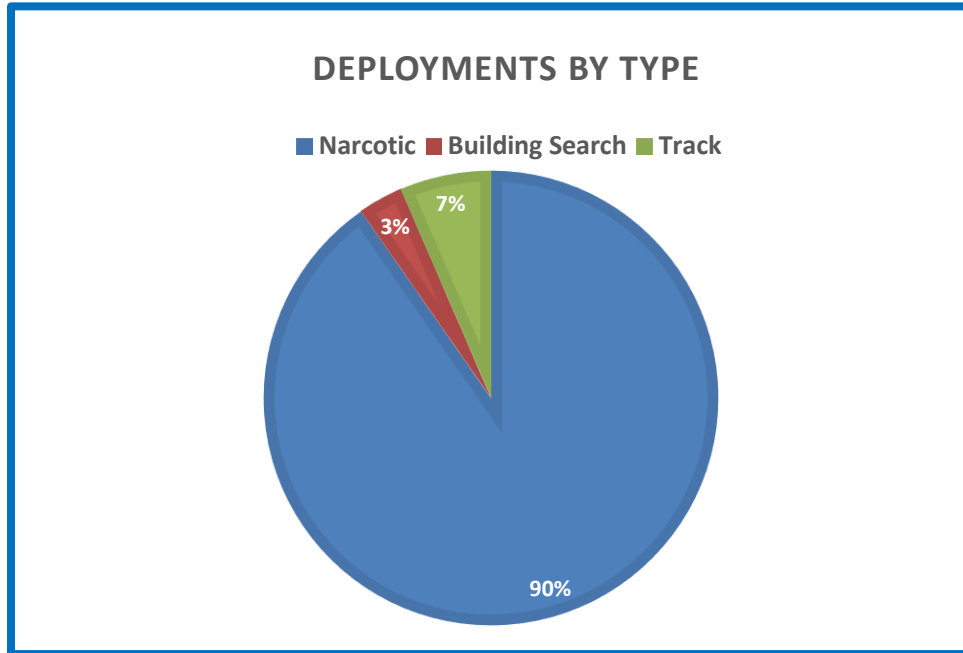
Officer Aicher and Eudoris were deployed **31** times in 2021. 27 deployments were for narcotics detection resulting in **9** felony drug charges, **4** serious misdemeanor drug charges, and **6** simple misdemeanor paraphernalia charges. On occasion, Officer Aicher and Eudoris are called to support area agencies. During 2021, deployments in Polk City accounted for about 50% of the annual deployment total.





# Special Programs

## K9 Program



### Notable Canine Deployments

#### Methamphetamine Arrest

On May 4<sup>th</sup> Officer Aicher and Eudoris were called to assist Lt. Aswegan, Chief Siepker and Big Creek Park Ranger Poen on a suspicious vehicle at Big Creek Beach for narcotic detection. Eudoris alerted to the odor of narcotics in the vehicle. Methamphetamine and multiple pieces of drug paraphernalia was located. The driver of the vehicle was charged with misdemeanor drug possession.

#### Felony Narcotics Seizure

On December 17<sup>th</sup> Officer Aicher and Eudoris were called to assist the Ankeny Police Department for narcotic detection. Eudoris alerted to the odor of narcotics in the vehicle. Felony amounts of Methamphetamine were found in the vehicle. The driver and the passenger were both charged with felony drug possession.

# Special Programs

## K9 Program

### Successful Track of Burglary Suspect

On August 25th Officer Aicher and Eudoris were called to 4575 NW 2<sup>nd</sup> Street in Des Moines to assist the Ankeny Police Department and the Polk County Sheriff's Office on a track of a suspect that had fled from a vehicle after a pursuit. Prior to the pursuit the suspect was observed in Ankeny attempting to burglarize vehicles.

During the track a suspect was flushed to officer's that had set up a perimeter. This suspect was later identified as a suspect in a shooting in Des Moines as well as a main suspect in multiple car burglaries throughout the Des Moines metro area including Polk City.

## Drug Recognition Expert Program

A Drug Recognition Expert (DRE) is a police officer trained to recognize impairment in drivers under the influence of drugs other than, or in addition to, alcohol. The Polk City Police Department is one of 46 municipal police departments in Iowa that has an active DRE on their staff. There are only 109 DRE's in the State of Iowa. Lt. Aswegan has been a DRE for over 9 years and maintains a current certification.

In 2021, there were **6 drug impaired drivers** investigated by Lt. Aswegan. Three drivers were under the influence of marijuana, one was under the influence of fentanyl, heroin, and methamphetamine and two drivers were under the influence of a central nervous system stimulant.

In addition to the impaired driving investigations, numerous items of drug paraphernalia and several packages of drugs were seized from these subjects. Paraphernalia seized included used needles, marijuana pipes, methamphetamine pipes and other drug smoking devices. User amounts of marijuana, THC wax, fentanyl, heroin, and methamphetamine were seized as well.



# Special Programs

## Code Enforcement Program

In July 2021, our department began a code enforcement program to help solve some neighborhood concerns. Since its inception, we have handled **31** code violations. These include junk vehicles, off-street parking, excessive length of grass, etc. Most of these violations were corrected by the property owner after they were made aware of the problem.



## GTSB Program

Our department participates in the Iowa Governor's Traffic Safety Bureau and receives funding for traffic safety initiatives. The grant pays for equipment such as Preliminary Breath Tests, in-car video cameras, radars, and several other pieces of equipment to assist in the detection and deterrence of traffic related offenses. A portion of the grant is allotted for overtime wages specifically for officers to work hours beyond their normal work week, where during these hours they conduct high visibility enforcement of traffic offenses with the goal of reducing traffic crashes and fatalities.

In 2021, we used the grant to update our inventory of Preliminary Breath Tests (PBT). Several hours of overtime enforcement hours were worked by patrol officers where we had **111** traffic contacts, 1 OWI arrest, 1 drug arrest and one revoked driver was arrested.



# Training Summary

The Police Department continued a well-established training program throughout 2021. Our department continues to meet and exceed all annual training requirements for Iowa law enforcement.

## **In-Service Topics Include:**

- Officer Firearms
- Officer Safety and Tactics
- Scenario Based Training
- Law Updates
- Use of Force
- Hazardous Materials
- Mandatory Reporting
- Mental Health Awareness Training
- Implicit Bias Awareness Training
- Medical training

## **Specialty Schools Include:**

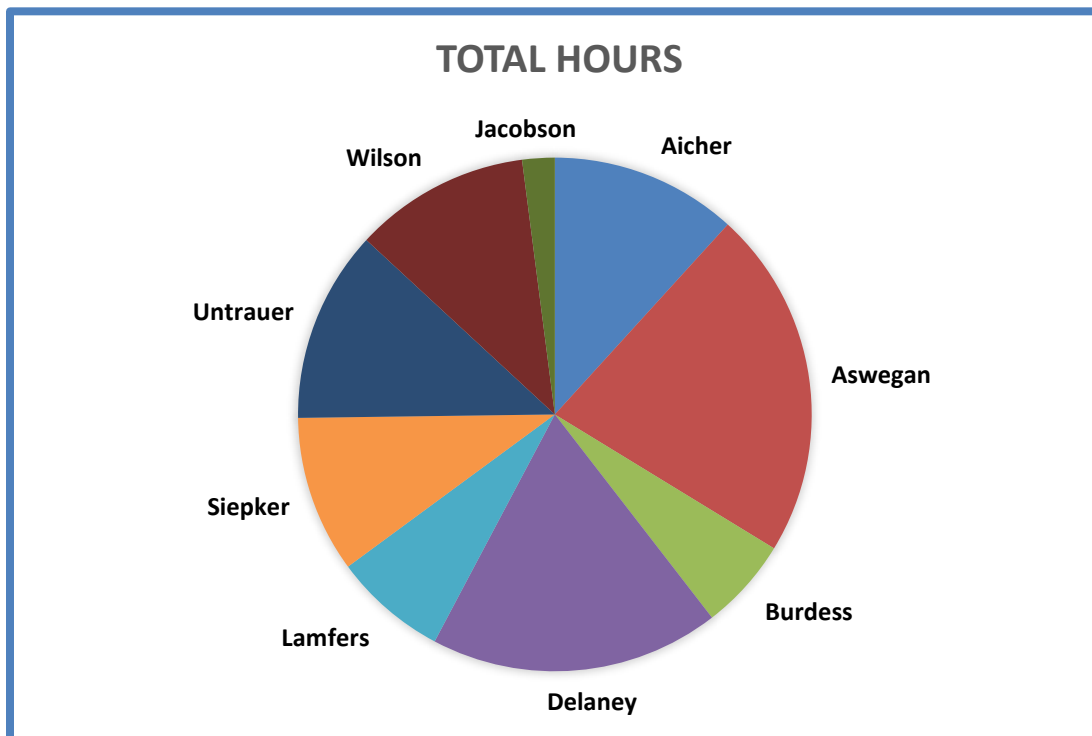
- Patrol Rifle Instructor Course
- ASP Baton Instructor Course
- Handcuffing Instructor Course
- Sexual Assault Response and Investigations Training
- FTO Program Supervisor Course
- FTO Refresher Course
- Canine Handler Training and Certification
- Highway Drug Investigations for Patrol
- OWI/SFST Update Training
- Annual GTSB Conference
- FBI-LEEDA Leadership Courses
- Police Records Management
- Sexual Assault Investigations for the Rural Officer
- Foundations of Sexual Assault Investigations

# Training Summary

In 2021, Polk City Police Officers received a combined 575 hours of individual training. The hours included in-service, online, and external trainings. In-service training is conducted within the department. We use Police Legal Science and Target Solutions to deliver our online trainings. External training is those training courses and conferences that officers attend at other locations.

## Individual Officer Training:

Chief Siepker:	58 Hours
Lt. Aswegan:	129 Hours
Officer Lamfers:	42 Hours
Officer Untrauer:	71 Hours
Officer Aicher:	69 Hours
Officer Wilson:	65 Hours
Officer Delaney:	107 Hours
Officer Burdess	34 Hours
Admin Jane Jacobson	12 hours

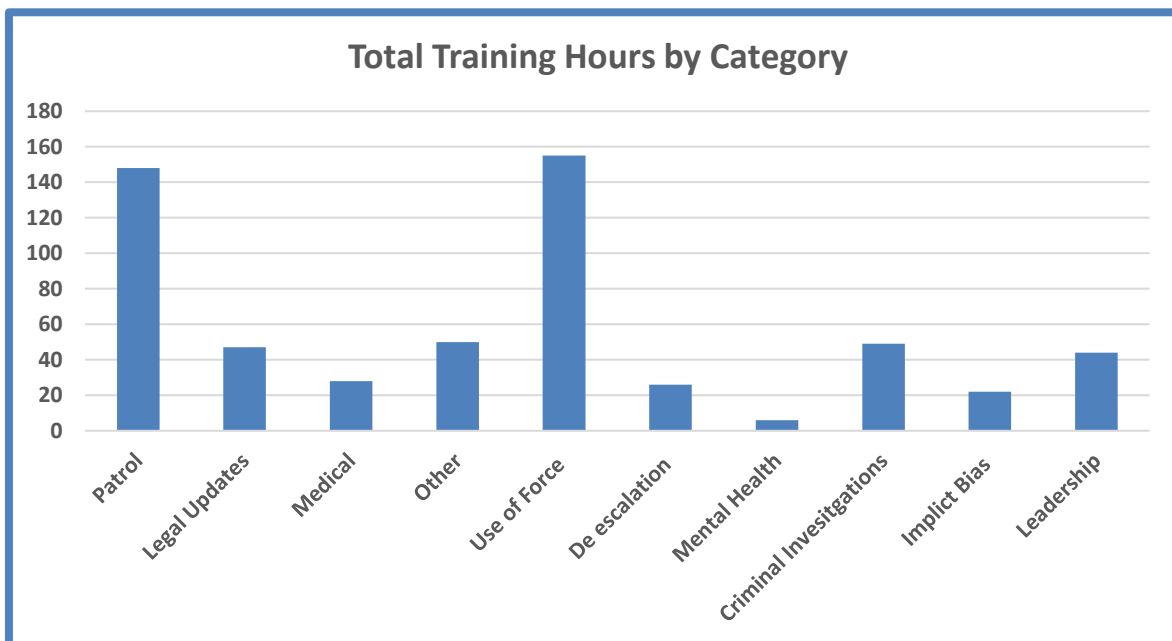


# Training Summary

Our top training categories were in the categories of Patrol and Use of Force. Patrol related training includes training on OWI enforcement, arrest procedures, criminal interdiction, responding to calls for service, building searches, searching of persons, etc.

Use of Force training includes mandatory annual qualifications on firearms, Taser, and other defensive weapons. In addition, a substantial part of our Use of Force training includes scenario-based training where officers are put into situations using a simulator or active scenarios with role players. During these scenarios, officers must make use of force decisions based on a rapidly developing situation.

Officers use tactics, de-escalation skills and verbal communication to resolve the situation. Scenarios are designed to focus on real world encounters. After each scenario, the officer and instructors discuss tactics and develop ways to improve our response.



# **2021 Complaints**

## **Complaints Received by PCPD in 2021**

Chief Siepker and Lt. Aswegan log all complaints made on PCPD staff. All formal complaints are logged and investigated. These are handled per PCPD policy and procedures. The content of these investigations is confidential, but the number of complaints will be compiled and listed in this section of the annual report. In 2021 there were no formal complaints filed on any member of PCPD staff.



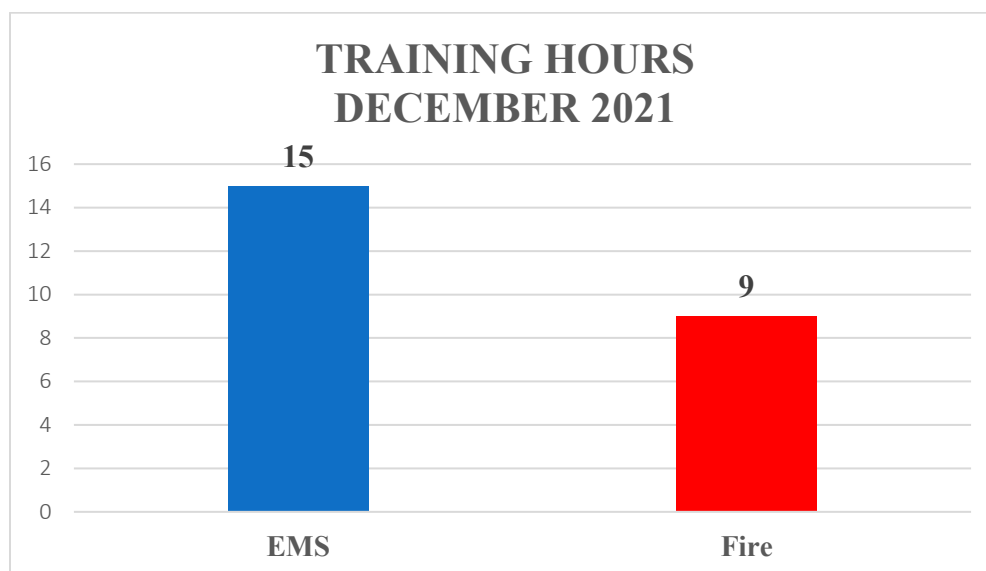
## City of Polk City, Iowa City Council Agenda Communication

**Date:** January 24, 2022  
**To:** Mayor, City Council and City Manager  
**From:** Jim Mitchell – Fire Chief  
**Subject:** December 2021 Monthly Report

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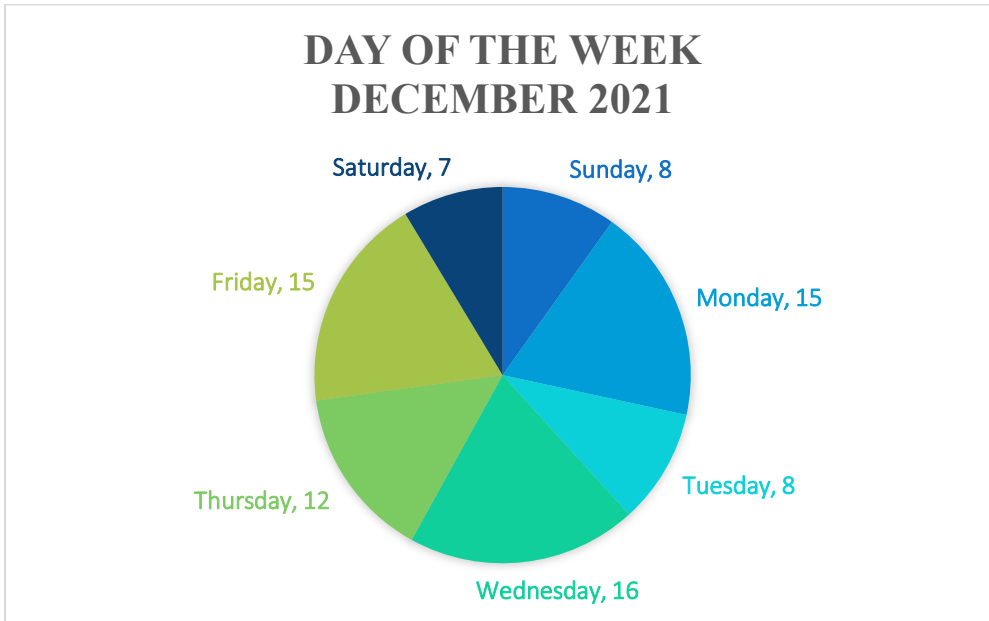
**BACKGROUND:** December was an average call volume month compared to past years in December. We had paramedic coverage 13 nights out of 31 with 10 shifts providing paramedic coverage from the full-time Firefighter/Paramedic. We had 1 Saturday night without coverage and the other 2 Saturday nights with 2 people and 1 Saturday night with one person covering. 1 Saturday night with Paramedic coverage. There were 2 people assigned to 2 Friday night shifts, 1 on the 3<sup>rd</sup> Friday night and no coverage on Friday, December 31, 2021. We had 5 day shifts with only one person scheduled to include Christmas eve and Christmas Day.

We conducted 2 different training classes during December. The first class was a review of the updated EMS protocols. The new updated EMS protocols will be implemented January 1, 2022. The second class was HAZ MAT review. December is a busy month for everyone, so we only had 2 training classes.



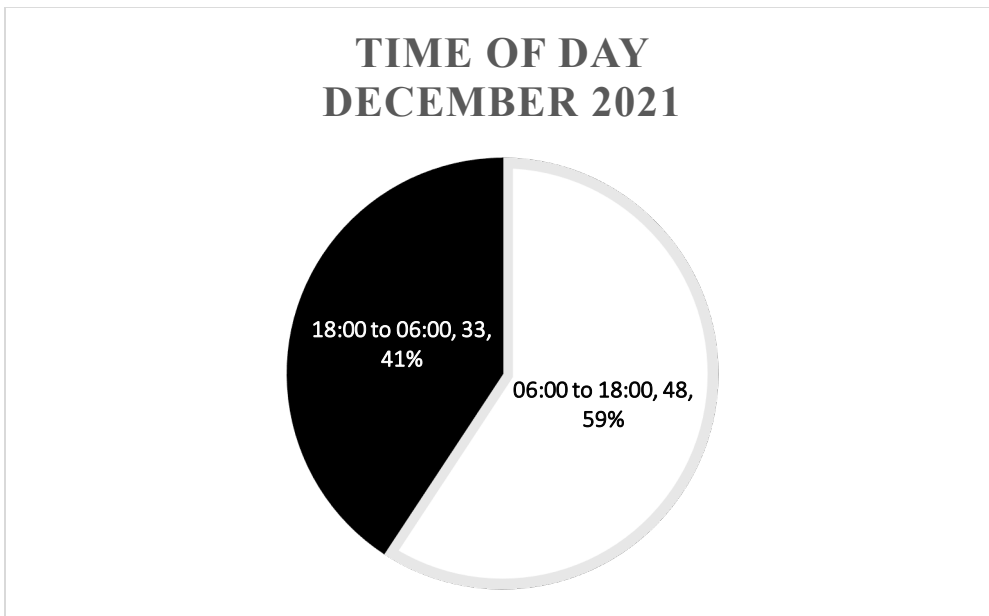


The busiest call volume day, in December, was Wednesday at 16 calls per day:

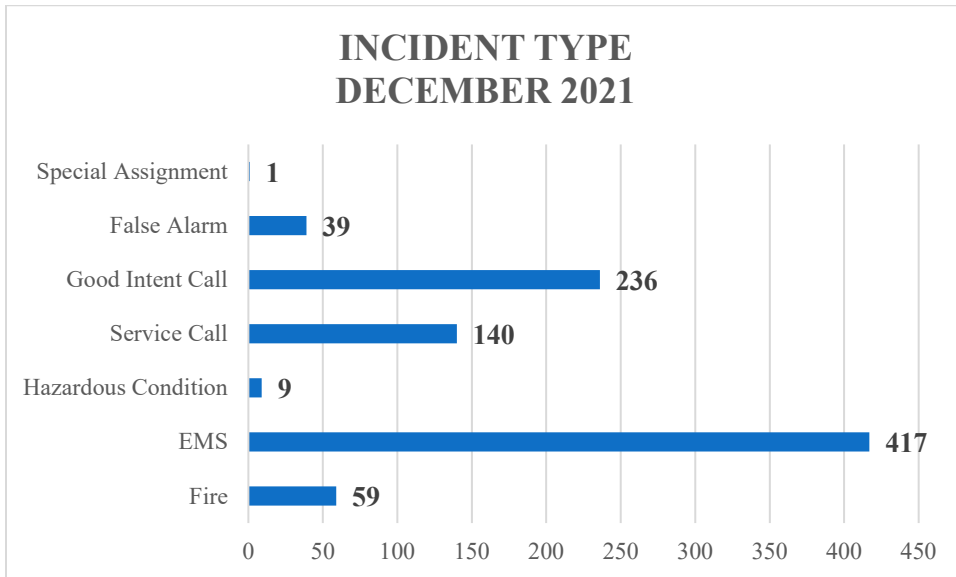


Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	TOTAL
8	15	8	16	12	15	7	<b>81</b>

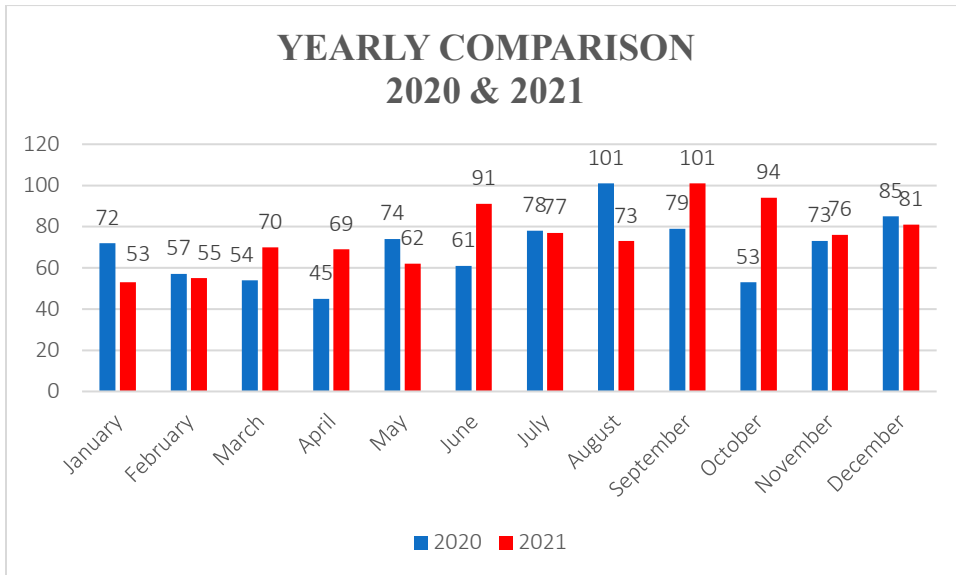
Most of our calls was during the day shift, between 06:00 hours (6:00 AM) and 18:00 hours (6:00 PM):



The “Incident Type” of calls was predominately EMS related with a total of 81 calls for service during the month of December:



As you can see, December 2021 had 4 less calls for service than December 2020.



The month of December 2021 was fairly average compared to last year. Year-to-Date we are 70 more calls in 2021 than 2020. So, 2021 was a record year for calls!



## City of Polk City, Iowa

### City Council Agenda Communication

**Date:** January 24, 2022 City Council Meeting  
**To:** Mayor Steve Karsjen & City Council  
**From:** Chelsea Huisman, City Manager

**Subject:** Reschedule the City Wide Clean Up to Monday, April 25, 2022

---

**BACKGROUND:** In December the City Council scheduled the City wide clean-up days, however, we are needing to reschedule clean up days from Saturday, April 23, 2022 to Monday, April 25, 2022. In the event ASI does not get the entire town done on Monday, they will come back on Tuesday to finish.

**ALTERNATIVES:** None

**FINANCIAL CONSIDERATIONS:** None

**RECOMMENDATION:** It is my recommendation that the Council reschedule the City-wide clean-up to Monday, April 25, 2022.



# CITY-WIDE CLEAN-UP EVENT

## Curbside Pick Up

### Monday April 25, 2022

The purpose of the City Clean-Up is to help residents dispose of clutter caused by bulky waste. Place all acceptable items at the curb the night BEFORE. Do NOT put on carts or trailers. STACK / DO NOT DUMP IN A PILE. Please and thank you!

#### Items you may place at the curb:

- Household furniture and other items not normally collected with trash pick up
  - Tables, chairs, mattresses, bed frames, dressers, night stands, lights, couches, recliners, cabinets, doors, windows, electronics, carpet (cut down to size), bicycles patio furniture, grills (propane tank must be removed) swing set (cut down to size)
- Weight limit of 150lbs per item
- Maximum length of 5' (except furniture)
- All electronics WILL be accepted at the curb this year including televisions, VCR/DVD, cell phones, Computer Monitors

#### Items NOT accepted (check with Hazardous Waste for acceptance 515.967.5512)

- Dirt, sod, concrete, brick, asphalt, railroad ties
- Vehicle parts, lawnmowers
- Building materials, Decking materials
- Metal, Chemicals, Gas
- Paint or thinners, solvents, antifreeze
- Toxic materials, radioactive materials
- Compressed gas cylinders
- Hazardous waste
- Ammunition



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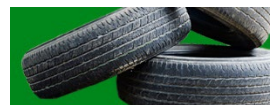
## Appliance and Tire DROP-OFF

### Monday April 25th ONLY between 8am-5pm

\*This is ONLY for Polk City Residents living within the City Limits of Polk City

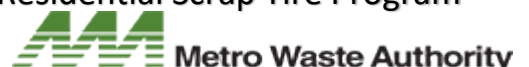
#### These Items ONLY accepted at the Maintenance Shop

- Heaters, Kitchen Appliances, air conditioners, microwaves, furnaces, and washers/dryers
- 5 Tire Limit - Vehicle Passenger Tires – tires only, no rims (NO agricultural or semi-tractor/trailer tires, bicycle, or solid tires such as lawnmower or cart tires)



For more information about safe, smart waste disposal and recycling options, call 515.244.0021 or visit [www.WherItShouldGo.com](http://www.WherItShouldGo.com).

Residential Scrap Tire Program





## City of Polk City, Iowa

### City Council Agenda Communication

**Date:** January 24, 2022 City Council Meeting  
**To:** Mayor Steve Karsjen & City Council  
**From:** Chelsea Huisman, City Manager

**Subject:** Set Public Hearing for Maximum Proposed Property Tax Levy

---

**BACKGROUND:** On Monday, the City Council will need to set the public hearing for the Maximum Proposed Property tax levy, as required by State Code. The proposed operating property tax levy for FY22-23 is \$9.12582 per \$1,000 assessed, which is an increase of 13.5% from last year (\$8.69880 per \$1,000 assessed). A City's debt service levy is not included in the maximum property tax levy, so this is why this levy rate is used (City's overall levy minus the debt service levy).

If a City is expected to exceed 2% on an annual basis, the public hearing and resolution approval is required. Growth is not a factor that is considered in the equation, and Polk City is a growing community, with growing valuations, therefore an increase is not surprising. The City Council is also planning for a tax levy increase, which will help with future capital projects.

**ALTERNATIVES:** None

**FINANCIAL CONSIDERATIONS:** None; the Council is setting the public hearing at this time.

**RECOMMENDATION:** It is my recommendation that the Council set the public hearing for Monday, February 28, 2022, at 6pm.

# MAX LEVY RESOLUTION NO. 2022-06

<b>CITY NAME</b> Polk City	<b>NOTICE OF PUBLIC HEARING -PROPOSED PROPERTY TAX LEVY</b> Fiscal Year July 1, 2022 - June 30, 2023	<b>CITY CODE</b> 77-723
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The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

<b>Meeting Date:</b> 2/28/2022	<b>Meeting Time:</b> 6:00pm	<b>Meeting Location:</b> City Hall Council Chambers
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At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After adoption of the proposed tax levy, the Council will publish notice and hold a hearing on the proposed city budget.

<b>City Web Site (if available):</b> www.polkcityia.gov	<b>City Telephone Number:</b> 515-984-6233
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Iowa Department of Management	Current Year Certified Property Tax	Budget Year Effective Property Tax	Budget Year Proposed Maximum Property Tax	Annual % CHG
	2019/2020	2020/2021**	2020/2021	% CHG
Regular Taxable Valuation	1 283,927,908	307,403,769	307,403,769	
<b>Tax Levies:</b>				
Regular General	2 \$2,299,816	\$2,299,816	\$2,489,972	\$8.10000
Contract for Use of Bridge	3 \$0	\$0		\$0.00000
Opr & Maint Publicly Owned Transit	4 \$0	\$0		\$0.00000
Rent, Ins. Maint. Of Non-Owned Civ. Ctr.	5 \$0	\$0		\$0.00000
Opr & Maint of City-Owned Civic Center	6 \$0	\$0		\$0.00000
Planning a Sanitary Disposal Project	7 \$0	\$0		\$0.00000
Liability, Property & Self-Insurance Costs	8 \$40,000	\$40,000	\$40,000	\$0.13012
Support of Local Emer. Mgmt. Commission	9 \$0	\$0		\$0.00000
Emergency	10 \$0	\$0		\$0.00000
Police & Fire Retirement	11 \$0	\$0		\$0.00000
FICA & IPERS	12 \$0	\$0	\$75,000	\$0.24398
Other Employee Benefits	13 \$130,017	\$130,017	\$200,342	\$0.65172
<b>*Total 384.15A Maximum Tax Levy</b>	14 \$2,469,833	\$2,469,833	\$2,805,314	<b>13.58%</b>
<b>Calculated 384.15A Maximum Tax Rate</b>	15 \$8.69880	\$8.03449	\$9.12582	

Explanation of significant increases in the budget:

The only significant increase is due to the increase in taxable valuations. Polk City is a rapidly growing community, and will continue to experience this type of increase in the foreseeable future.

If applicable, the above notice also available online at:

Polk City Website and Polk City Facebook page

\*Total city tax rate will also include voted general fund levy, debt service levy, and capital improvement reserve levy

\*\*Budget year effective property tax rate is the rate that would be assessed for these levies if the dollars requested is not changed in the coming budget/year

Passed this 24th day of January 2022

\_\_\_\_\_  
Signature  
City Clerk/Treasurer

\_\_\_\_\_  
Signature  
Mayor

## REZONING PETITION REVIEW

Date: January 5, 2022  
 Property Owner: Genevieve Lillskau  
 Applicant: John Larson, developer

Prepared by: Kathleen Connor  
 Project No.: 121.1155.01

### GENERAL INFORMATION:

John Larson of J. Larson Homes LLC, recently purchased Andy Snetselaar’s 92-acre property, outlined in blue on the right, in the name of Antler Ridge LLC. Mr. Larson indicates he has an agreement to purchase Genevieve Lillskau’s 67-acre property, outlined in red on the right, in the future. The developer would like to make some changes to the Concept Plan previously presented to the City. To accommodate this new concept as described below, three relatively small areas require rezoning. The three rezonings are summarized below. Note that approval of these rezonings will not reduce the size of the commercial parcel. The proposed rezonings are in conformance to the Comprehensive Plan so an amendment to the Future Land Use Plan is not required.



<b>PROPOSED REZONINGS</b>			
<b>Rezoning Petition</b>	<b>#1</b>	<b>#2</b>	<b>#3</b>
From Zoning District	R-2A	C-2	R-1
To Zoning District	C-2	R-2A	R-2A
Area to be Rezoned	0.19 Acres	0.15 Acres	3.98 Acres

Together, Genevieve Lillskau and John Larson own all of the property within 250 feet of the all three areas proposed to be rezoned. The date of the required public hearing at City Council on these rezonings has not yet been set.

### CONCEPT PLANS:

A Concept Plan was originally provided to illustrate the general character of the development and relationships between adjoining land uses as justification for prior rezoning but was never formally approved by the City. The developer has provided an updated Concept Plan in support of the now proposed rezonings. Both the previous and the proposed Concept Plans are illustrated on the following page. As you can see, the primary difference between these concepts is the realignment of the collector street located south of the commercial parcel in order to accommodate townhomes on both side of the public street. The commercial parcel will retain access to this collector street.

### Current Concept Plan



### Proposed Concept Plan





No formal approval of overall concept plan is required. P&Z, City Council, and the developer should be aware the Concept Plan does not have sufficient detail to provide a complete review at this time, nor is such review required for rezoning approval.

Staff has previously offered preliminary comments on both Concept Plan that will be covered in more detail on the future Preliminary Plat. As discussed in conjunction with the prior rezoning, a 50' wide Conservation Easement will need to be platted in the rear yards of the R-1 lots on the south and southwest sides of the development to preserve open space per the Comprehensive Plan and provide a buffer for the future commercial area to the south as designated on the Comprehensive Plan. Issues such as the buffer screening; extension of the sanitary trunk sewer across USACE property and this subdivision; size and location of the park; trail connectivity to the park and north side of E. Southside Drive; traffic impact study and related improvements; paving of E. Southside Drive; and the phasing of streets/lot development will be resolved at the time of preliminary platting, along with other platting issues and requirements. As per Chapter 170.11, the Preliminary Plat that will be required to cover the entire subdivision, including both the Antler Ridge and Lillskau properties.

**REVIEW COMMENTS:**

All of staff's review comments have been addressed.

**RECOMMENDATION REGARDING THE PROPOSED REZONINGS:**

Based on the understanding that approval of the proposed rezoning does not constitute approval of the Concept Plan, P&Z may proceed with one of the following options regarding the four proposed rezonings at their meeting:

- A. Recommend Council approval of the applicant's request to rezone portions of their property to C-2 and R-2A as presented.
- B. Recommend Council deny the applicant's request to rezone portions of their property to C-2 and/or R-2A as presented.
- C. Recommend Council approval of the approval of the applicant's request to rezone portions of their property to C-2 and/or R-2A, subject to certain specific comments being addressed prior to this item being placed on the Council agenda for approval. These recommendations should be clearly defined in P&Z's motion.

**RESOLUTION NO. 2022-07**

**A RESOLUTION SETTING A PUBLIC HEARING ON THE PROPOSED REZONING OF PROPERTY IN THE VICINITY OF NW 44<sup>TH</sup> STREET AND E. SOUTHSIDE DRIVE**

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**BE IT RESOLVED**, that the City Council of the City of Polk City, Iowa, hereby orders a public hearing and notice thereof to be held February 14, 2022 at 6:00 p.m. at the City Hall Council Chambers in Polk City, Iowa, on the proposal to rezone property in the vicinity of NW 44<sup>th</sup> Street and E. Southside Dr. and legally described as follows:

**Rezoning a parcel containing 0.19 acres, from zoning classification of R-2A, Townhome Residential District to C-2, Commercial District, and legally described as follows:**

THAT PART OF OUTLOT X, WHITE PINE PRAIRIE PLAT 1, AN OFFICIAL PLAT, LOCATED IN POLK CITY, POLK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 2, SAID WHITE PINE PRAIRIE PLAT 1; THENCE NORTH 00 DEGREES 10 MINUTES EAST, A DISTANCE OF 384 FEET; THENCE NORTH 89 DEGREES 50 MINUTES WEST, A DISTANCE OF 731 FEET;

THENCE NORTHWESTERLY 284 FEET ALONG A CURVE TO THE RIGHT, TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 700 FEET, A DELTA ANGLE OF 23 DEGREES 15 MINUTES AND A CHORD DISTANCE OF 282 FEET WHICH BEARS NORTH 78 DEGREES 12 MINUTES WEST, TO THE POINT OF BEGINNING; THENCE SOUTH 40 DEGREES 02 MINUTES WEST, A DISTANCE OF 77 FEET; THENCE NORTHWESTERLY 114 FEET ALONG A CURVE TO THE RIGHT, NOT TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 570 FEET, A DELTA ANGLE OF 11 DEGREES 26 MINUTES AND A CHORD DISTANCE OF 114 FEET WHICH BEARS NORTH 44 DEGREES 15 MINUTES WEST; THENCE NORTHWESTERLY 48 FEET ALONG A REVERSE CURVE TO THE LEFT, TANGENT TO THE LAST DESCRIBED CURVE, HAVING A RADIUS OF 280 FEET, A DELTA ANGLE OF 09 DEGREES 55 MINUTES AND A CHORD DISTANCE OF 48 FEET WHICH BEARS NORTH 43 DEGREES 29 MINUTES WEST; THENCE NORTH 41 DEGREES 33 MINUTES EAST, NOT TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 25 FEET; THENCE SOUTHEASTERLY 68 FEET ALONG A CURVE TO THE RIGHT, NOT TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 600 FEET, A DELTA ANGLE OF 06 DEGREES 30 MINUTES AND A CHORD DISTANCE OF 68 FEET WHICH BEARS SOUTH 61 DEGREES 57 MINUTES EAST; THENCE SOUTHEASTERLY 96 FEET ALONG A REVERSE CURVE TO THE LEFT, TANGENT TO THE LAST DESCRIBED CURVE, HAVING A RADIUS OF 700 FEET, A DELTA ANGLE OF 07 DEGREES 53 MINUTES AND A CHORD DISTANCE OF 96 FEET WHICH BEARS SOUTH 62 DEGREES 38 MINUTES EAST, TO THE POINT OF BEGINNING.

CONTAINING 0.19 ACRES MORE OR LESS.

**Rezoning two parcels containing a total of 4.13 acres from zoning classification of C-2, Commercial District and R-1, Single Family detached Residential to R-2A, Townhome Residential District, and legally described as follows:**

THAT PART OF OUTLOT X, WHITE PINE PRAIRIE PLAT 1, AN OFFICIAL PLAT, LOCATED IN POLK CITY, POLK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 2, SAID WHITE PINE PRAIRIE PLAT 1; THENCE NORTH 00 DEGREES 10 MINUTES EAST, A DISTANCE OF 384 FEET; THENCE NORTH 89 DEGREES 50 MINUTES WEST, A DISTANCE OF 691 FEET, TO THE 1ST POINT OF BEGINNING; THENCE NORTH 89 DEGREES 50 MINUTES WEST, A DISTANCE OF 40 FEET; THENCE NORTHWESTERLY 284 FEET ALONG A CURVE TO THE RIGHT, TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 700 FEET, A DELTA ANGLE OF 23 DEGREES 15 MINUTES AND A CHORD DISTANCE OF 282 FEET WHICH BEARS NORTH 78 DEGREES 12 MINUTES WEST; THENCE NORTH 40 DEGREES 02 MINUTES EAST, NOT TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 58 FEET; THENCE SOUTHEASTERLY 303 FEET ALONG A CURVE TO THE LEFT, NOT TANGENT TO THE LAST DESCRIBED LINE, HAVING A

RADIUS OF 435 FEET, A DELTA ANGLE OF 39 DEGREES 52 MINUTES AND A CHORD DISTANCE OF 297 FEET WHICH BEARS SOUTH 69 DEGREES 54 MINUTES EAST, TO SAID POINT OF BEGINNING.

AND

COMMENCING AT THE SOUTHEAST CORNER OF LOT 2, SAID WHITE PINE PRAIRIE PLAT 1; THENCE NORTH 00 DEGREES 10 MINUTES EAST, A DISTANCE OF 49 FEET, TO THE 2ND POINT OF BEGINNING; THENCE NORTH 89 DEGREES 50 MINUTES WEST, A DISTANCE OF 691 FEET; THENCE NORTHWESTERLY 573 FEET ALONG A CURVE TO THE RIGHT, TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 770 FEET, A DELTA ANGLE OF 42 DEGREES 40 MINUTES AND A CHORD DISTANCE OF 560 FEET WHICH BEARS NORTH 68 DEGREES 30 MINUTES WEST; THENCE SOUTH 89 DEGREES 25 MINUTES 43 SECONDS EAST, NOT TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 173 FEET; THENCE SOUTH 82 DEGREES 50 MINUTES EAST, A DISTANCE OF 280 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES EAST, A DISTANCE OF 763 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES WEST, A DISTANCE OF 169 FEET, TO SAID POINT OF BEGINNING.

CONTAINING 4.32 ACRES MORE OR LESS, INCLUDING 0.19 ACRES OF ROAD RIGHT-OF-WAY.

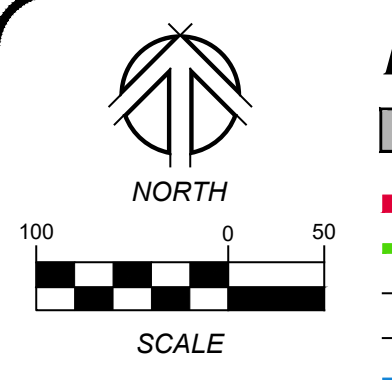
**The Clerk shall publish notice of such hearing at the time and in the manner required by law.**

Passed and approved this 24th day of January 2022.

\_\_\_\_\_  
Steve Karsjen, Mayor

ATTEST:

\_\_\_\_\_  
Jenny Coffin, City Clerk



**LEGEND**

- SUBJECT COMP PLAN & RE-ZONING AREA
- POLK CITY CORPORATE LIMITS
- EXISTING ZONING BOUNDARY LINE
- SECTION LINE
- EXISTING PROPERTY LINE
- 250 FEET BUFFER AREA

PARCEL 2021-226 OF LOT 3 RED CEDAR PRAIRIE PLAT 1  
 OWNER: ANDREW & MARY SNETSELAAR  
 1920 E SOUTHSIDE DR  
 POLK CITY, IA 50226-5703

POLK CITY ZONING: R-1 SINGLE FAMILY DETACHED RESIDENTIAL DISTRICT

POLK CITY ZONING: R-2A TOWNHOME RESIDENTIAL DISTRICT

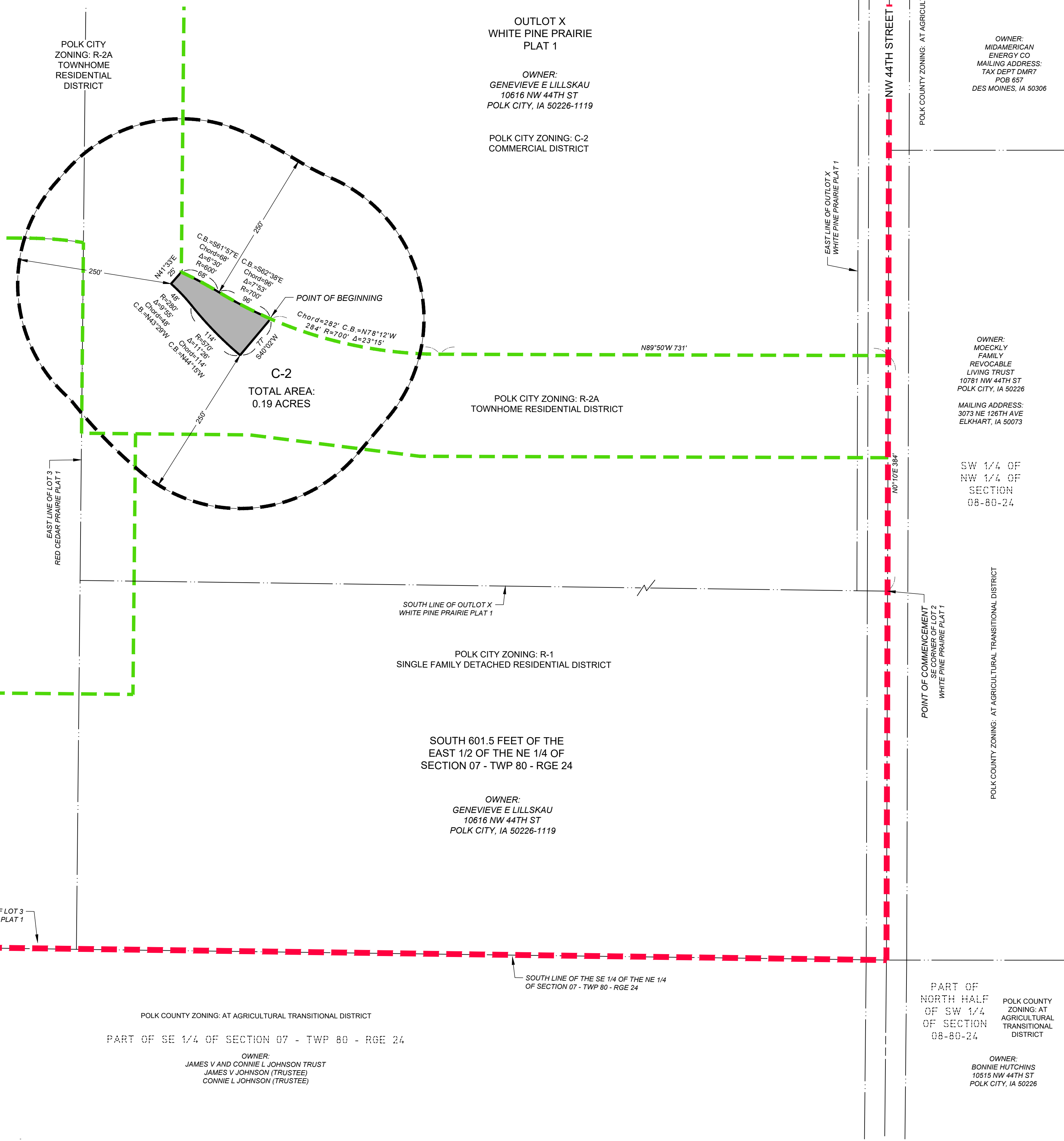
OUTLOT X WHITE PINE PRAIRIE PLAT 1  
 OWNER: GENEVIEVE E LILLSKAU  
 10616 NW 44TH ST  
 POLK CITY, IA 50226-1119

POLK CITY ZONING: C-2 COMMERCIAL DISTRICT

LOT 3 RED CEDAR PRAIRIE PLAT 1 EXCEPT PARCEL 2021-226

OWNER: ANDREW & MARY SNETSELAAR  
 1920 E SOUTHSIDE DR  
 POLK CITY, IA 50226-5703

POLK CITY ZONING: R-2 ONE AND TWO-FAMILY RESIDENTIAL DISTRICT



PARCEL B OF NORTH HALF OF NW 1/4 OF SECTION 08-80-24

OWNER: MIDAMERICAN ENERGY CO  
 MAILING ADDRESS: TAX DEPT DMR7 POB 657 DES MOINES, IA 50306

OWNER: MOECKLY FAMILY REVOCABLE LIVING TRUST  
 10781 NW 44TH ST  
 POLK CITY, IA 50226

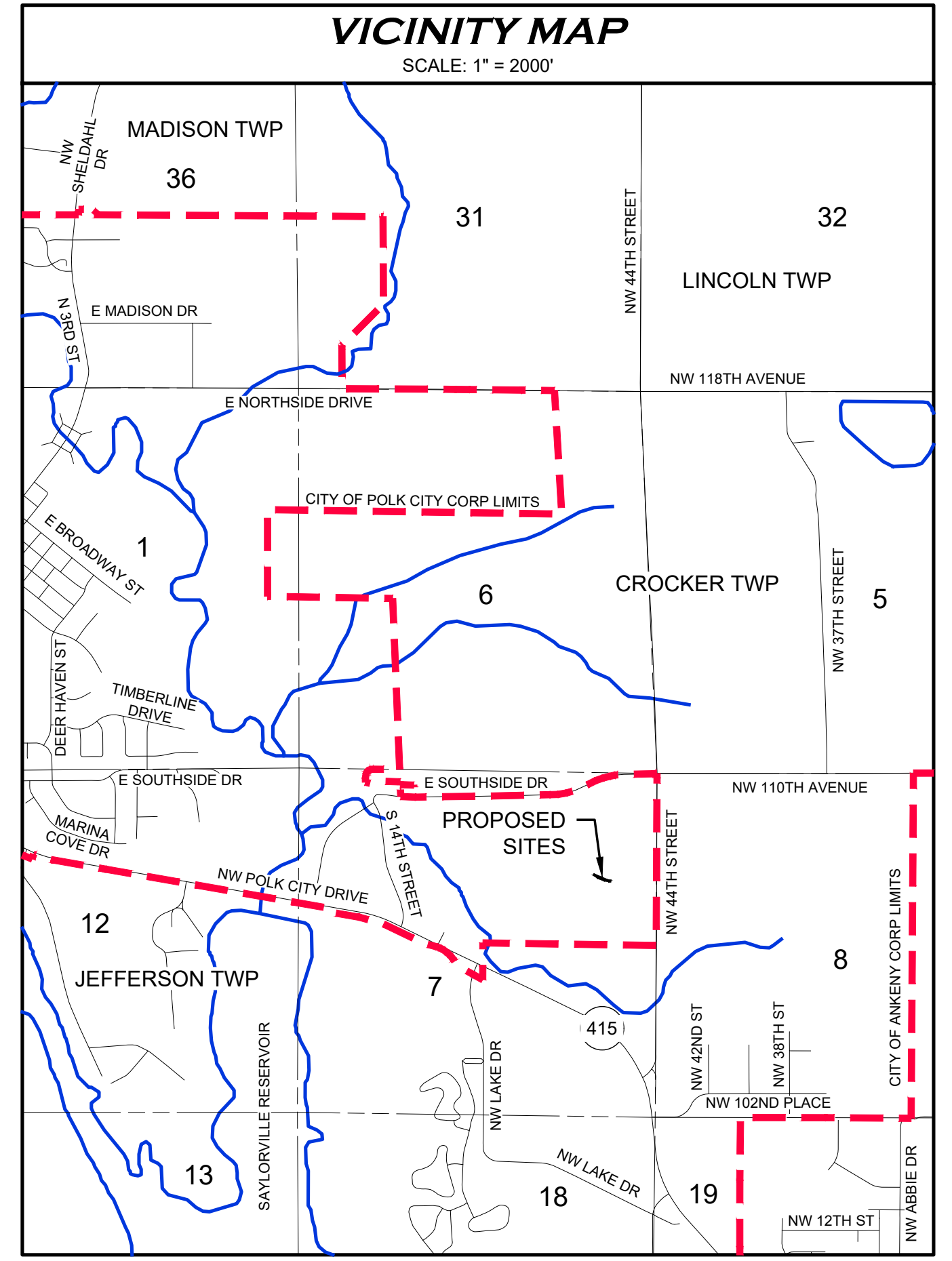
MAILING ADDRESS: 3073 NE 126TH AVE ELKHART, IA 50073

SW 1/4 OF NW 1/4 OF SECTION 08-80-24

POLK COUNTY ZONING: AT AGRICULTURAL TRANSITIONAL DISTRICT

PART OF NORTH HALF OF SW 1/4 OF SECTION 08-80-24

OWNER: BONNIE HUTCHINS  
 10515 NW 44TH ST  
 POLK CITY, IA 50226



**ADJACENT PROPERTY OWNERS**

PROPERTY #	PROPERTY OWNER	PROPERTY DESCRIPTION	ACRES WITHIN 250 FT BUFFER	% WITHIN 250 FT BUFFER
#1	GENEVIEVE E LILLSKAU	OUTLOT X WHITE PINE PRAIRIE PLAT 1	6.45	92.5%
#2	ANDREW & MARY SNETSELAAR	LOT 3 RED CEDAR PRAIRIE PLAT 1	0.52	7.5%

**OWNER / DEVELOPER**  
 GENEVIEVE E LILLSKAU  
 10616 NW 44TH STREET  
 POLK CITY, IA 50226

**ZONING NOTES**  
 EXISTING ZONING: R-2A TOWNHOME RESIDENTIAL DISTRICT  
 PROPOSED ZONING: C-2 COMMERCIAL DISTRICT

**PROPOSED ZONING: C-2 COMMERCIAL DISTRICT DESCRIPTION**

THAT PART OF OUTLOT X, WHITE PINE PRAIRIE PLAT 1, AN OFFICIAL PLAT, LOCATED IN POLK CITY, POLK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 0.19 ACRES MORE OR LESS.

1250 SW STATE STREET, SUITE A  
 ANKENY, IOWA 50023-2556  
 (515) 965-0123 phone - (515) 965-3322 fax  
 Civil Engineering - Land Surveying  
 Landscape Architecture

**NILLES ASSOCIATES**

- REVISIONS:
- 1) [ ]
  - 2) [ ]
  - 3) [ ]
  - 4) [ ]
  - 5) [ ]
  - 6) [ ]
  - 7) [ ]

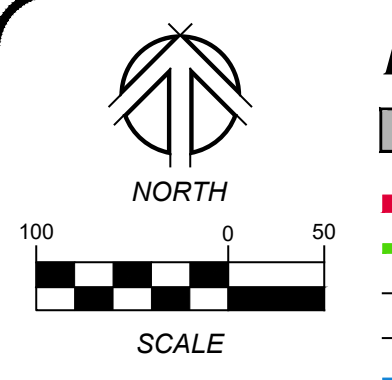
NOTICE: NILLES ASSOCIATES, INC. WAIVES ANY AND ALL LIABILITY FOR DAMAGES OF ANY KIND, INCLUDING REASONABLE ATTORNEY'S FEES, WHICH MAY BE INCURRED BY ANY PARTY AS A RESULT OF THE USE OF THESE PLANS. SPECIFICATIONS AND DIMENSIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE FOR PROBLEMS WHICH ARISE FROM FAILURE TO FOLLOW THE PLANS. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND GUIDANCE WITH RESPECT TO ANY PERMITS, ORDINANCES, INCORPORATED REGULATIONS, AND LOCAL GOVT. ORDINANCES.

PROJECT NAME: OUTLOT X, WHITE PINE PRAIRIE PLAT 1  
 POLK CITY, IOWA

PROPOSED ZONING EXHIBIT: C-2

NAI NO: 21255

DATE:	11/24/21
DRAWN BY:	TJH
CHECKED BY:	RJS
SHEET SIZE:	22" X 34"
SHEET TITLE:	RZ-C2
SHEET NO.:	1/1



**LEGEND**

- SUBJECT COMP PLAN & RE-ZONING AREA
- POLK CITY CORPORATE LIMITS
- EXISTING ZONING BOUNDARY LINE
- SECTION LINE
- EXISTING PROPERTY LINE
- 250 FEET BUFFER AREA

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POLK CITY, IA 50226-5703

POLK CITY ZONING: R-1 SINGLE FAMILY DETACHED RESIDENTIAL DISTRICT

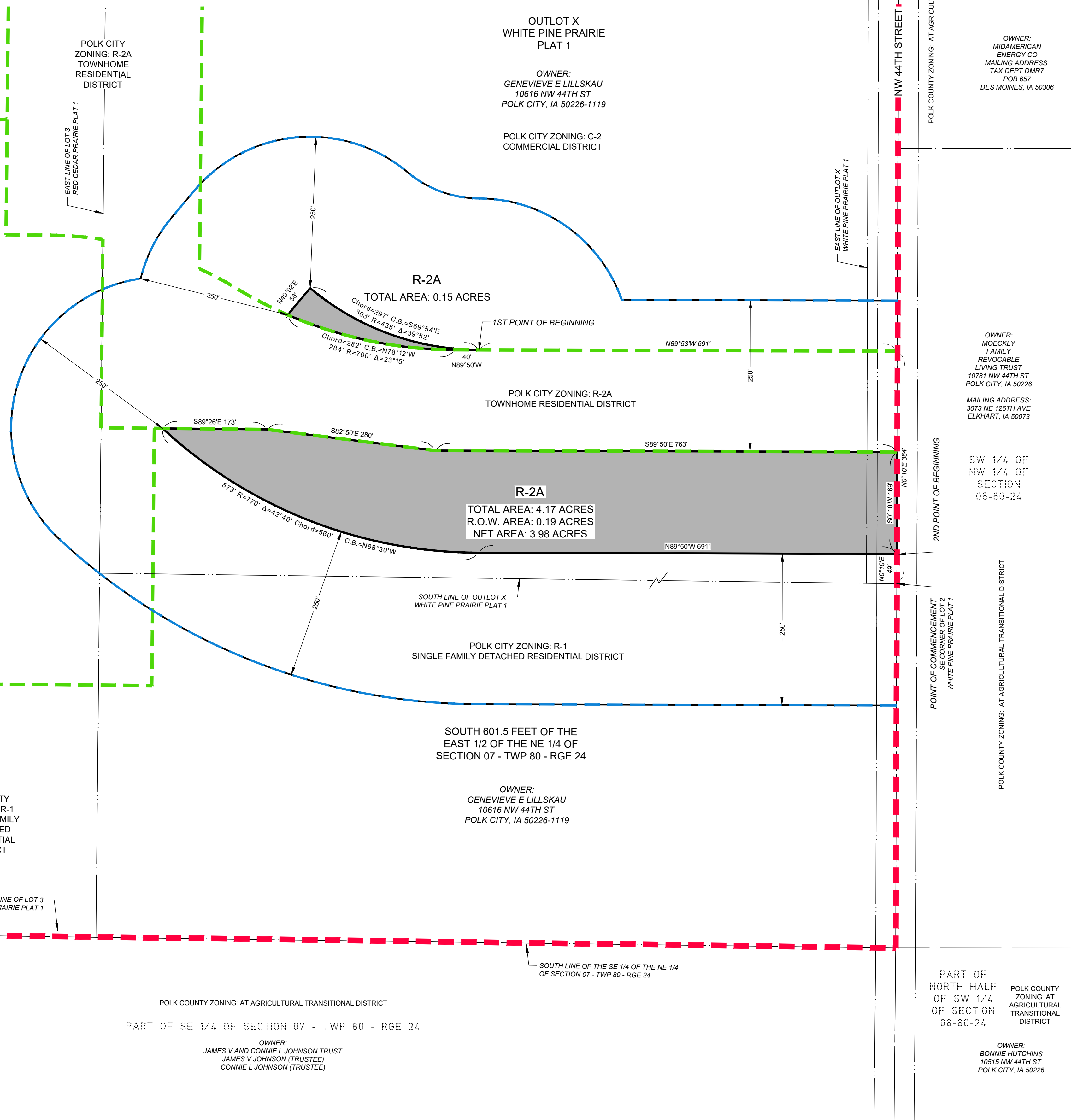
POLK CITY ZONING: R-2A TOWNHOME RESIDENTIAL DISTRICT

OUTLOT X WHITE PINE PRAIRIE PLAT 1  
OWNER: GENEVIEVE E LILLSKAU  
10616 NW 44TH ST  
POLK CITY, IA 50226-1119

POLK CITY ZONING: C-2 COMMERCIAL DISTRICT

LOT 3 RED CEDAR PRAIRIE PLAT 1 EXCEPT PARCEL 2021-226  
OWNER: ANDREW & MARY SNETSELAAR  
1920 E SOUTHSIDE DR  
POLK CITY, IA 50226-5703

POLK CITY ZONING: R-2 ONE AND TWO-FAMILY RESIDENTIAL DISTRICT



PARCEL B OF NORTH HALF OF NW 1/4 OF SECTION 08-80-24  
OWNER: MIDAMERICAN ENERGY CO  
MAILING ADDRESS: TAX DEPT DMR7 POB 657 DES MOINES, IA 50306

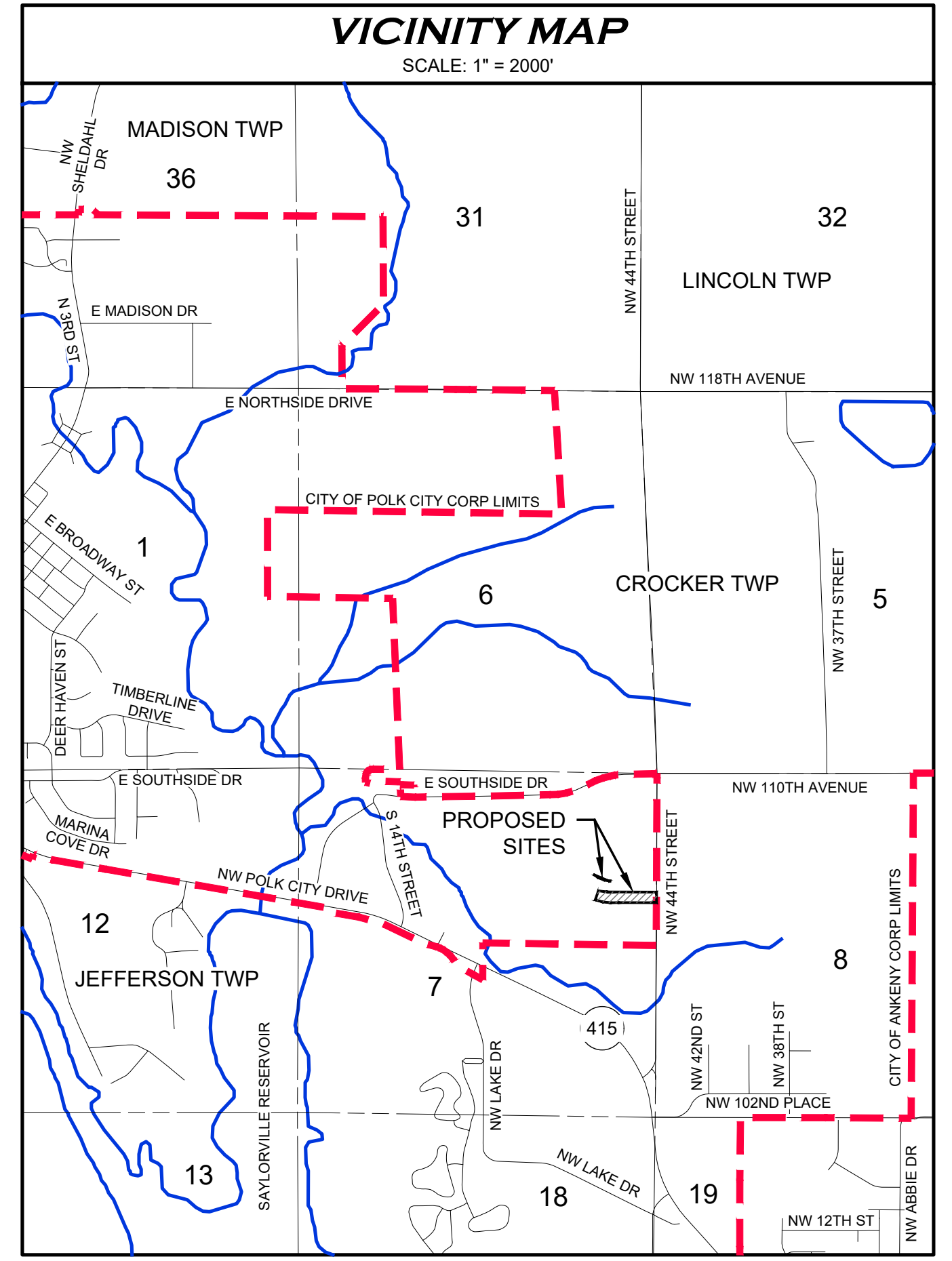
OWNER: MOECKLY FAMILY REVOCABLE LIVING TRUST  
10781 NW 44TH ST  
POLK CITY, IA 50226  
MAILING ADDRESS: 3073 NE 126TH AVE ELKHART, IA 50073

SW 1/4 OF NW 1/4 OF SECTION 08-80-24

POLK COUNTY ZONING: AT AGRICULTURAL TRANSITIONAL DISTRICT

PART OF NORTH HALF OF SW 1/4 OF SECTION 08-80-24  
POLK COUNTY ZONING: AT AGRICULTURAL TRANSITIONAL DISTRICT

OWNER: BONNIE HUTCHINS  
10515 NW 44TH ST  
POLK CITY, IA 50226



**ADJACENT PROPERTY OWNERS**

PROPERTY #	PROPERTY OWNER	PROPERTY DESCRIPTION	ACRES WITHIN 250 FT BUFFER	% WITHIN 250 FT BUFFER
#1	GENEVIEVE E LILLSKAU	OUTLOT X WHITE PINE PRAIRIE PLAT 1	17.78	93.2%
#2	ANDREW & MARY SNETSELAAR	LOT 3 RED CEDAR PRAIRIE PLAT 1	1.13	6.8%

**OWNER / DEVELOPER**  
GENEVIEVE E LILLSKAU  
10616 NW 44TH STREET  
POLK CITY, IA 50226

**ZONING NOTES**  
EXISTING ZONING: C-2 COMMERCIAL DISTRICT AND R-1 SINGLE FAMILY DETACHED RESIDENTIAL DISTRICT  
PROPOSED ZONING: R-2A TOWNHOME RESIDENTIAL DISTRICT

**PROPOSED ZONING: R-2A TOWNHOME RESIDENTIAL DISTRICT DESCRIPTION**

THAT PART OF OUTLOT X, WHITE PINE PRAIRIE PLAT 1, AN OFFICIAL PLAT, LOCATED IN POLK CITY, POLK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 2, SAID WHITE PINE PRAIRIE PLAT 1; THENCE NORTH 00 DEGREES 10 MINUTES EAST, A DISTANCE OF 384 FEET; THENCE NORTH 89 DEGREES 50 MINUTES WEST, A DISTANCE OF 691 FEET, TO THE 1ST POINT OF BEGINNING; THENCE NORTH 89 DEGREES 50 MINUTES WEST, A DISTANCE OF 40 FEET; THENCE NORTHWESTERLY 284 FEET ALONG A CURVE TO THE RIGHT, TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 700 FEET, A DELTA ANGLE OF 23 DEGREES 15 MINUTES AND A CHORD DISTANCE OF 282 FEET WHICH BEARS NORTH 78 DEGREES 12 MINUTES WEST; THENCE NORTH 40 DEGREES 02 MINUTES EAST, NOT TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 58 FEET; THENCE SOUTHEASTERLY 303 FEET ALONG A CURVE TO THE LEFT, NOT TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 435 FEET, A DELTA ANGLE OF 39 DEGREES 52 MINUTES AND A CHORD DISTANCE OF 297 FEET WHICH BEARS SOUTH 69 DEGREES 54 MINUTES EAST, TO SAID POINT OF BEGINNING.

AND  
COMMENCING AT THE SOUTHEAST CORNER OF LOT 2, SAID WHITE PINE PRAIRIE PLAT 1; THENCE NORTH 00 DEGREES 10 MINUTES EAST, A DISTANCE OF 49 FEET, TO THE 2ND POINT OF BEGINNING; THENCE NORTH 89 DEGREES 50 MINUTES WEST, A DISTANCE OF 691 FEET; THENCE NORTHWESTERLY 573 FEET ALONG A CURVE TO THE RIGHT, TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 770 FEET, A DELTA ANGLE OF 42 DEGREES 40 MINUTES AND A CHORD DISTANCE OF 560 FEET WHICH BEARS NORTH 68 DEGREES 30 MINUTES WEST; THENCE SOUTH 89 DEGREES 25 MINUTES 43 SECONDS EAST, NOT TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 173 FEET; THENCE SOUTH 82 DEGREES 50 MINUTES EAST, A DISTANCE OF 280 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES EAST, A DISTANCE OF 763 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES WEST, A DISTANCE OF 169 FEET, TO SAID POINT OF BEGINNING.

CONTAINING 4.32 ACRES MORE OR LESS, INCLUDING 0.19 ACRES OF ROAD RIGHT-OF-WAY.

1250 SW STATE STREET, SUITE A  
ANKENY, IOWA 50023-2555  
(515) 965-0123 phone - (515) 965-3322 fax  
Civil Engineering - Land Surveying  
Landscape Architecture

**NILLES ASSOCIATES**

- REVISIONS:
- 1)
  - 2)
  - 3)
  - 4)
  - 5)
  - 6)
  - 7)

NOTICE: NILLES ASSOCIATES, INC. WAIVES ANY LIABILITY FOR ERRORS OR OMISSIONS IN THESE PLANS. SPECIFICATIONS AND NOTES WHICH CONTRADICT OR CONFLICT WITH THESE PLANS SHALL BE DEEMED TO BE VOID. THE USER OF THESE PLANS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR PROBLEMS WHICH ARISE FROM FAILURE TO OBTAIN SUCH PERMITS. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY GUIDANCE WITH RESPECT TO ANY TERMS, CONDITIONS, INCORPORATIONS, AMENDMENTS, AND EXCEPTIONS TO THESE PLANS.

PROJECT NAME: OUTLOT X, WHITE PINE PRAIRIE PLAT 1  
POLK CITY, IOWA

DESCRIPTION: PROPOSED ZONING EXHIBIT: R-2A

PLAN NO:	21255
DATE:	11/24/21
DRAWN BY:	TJH
CHECKED BY:	RJS
SHEET SIZE:	22" X 34"
SHEET TITLE:	RZ-R2A
SHEET NO.:	1/1



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

**Date:** January 12, 2022  
**To:** Mayor & City Council  
**From:** Chief Jeremy Siepker  
**Subject:** CITSTF 28E Agreement

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**BACKGROUND:** In 2012 the City of Polk City and the Polk City Police Department entered into an agreement with municipalities located within Polk County, Iowa and Story County, Iowa and Dallas County, Iowa to create the Central Iowa Traffic Safety Task Force “CITSTF”. This creates a collaborative joint targeted law enforcement group which provide an opportunity for improved public education and enforcement of traffic laws. No updates have been made since the City has entered into the original agreement. The attached 28E Agreement is an updated agreement from the original 2012 Agreement.

**ALTERNATIVES:** Do not participate in the Central Iowa Traffic Safety Task Force.

**FINANCIAL CONSIDERATIONS:** N/A – No cost to enter into the agreement.

**RECOMMENDATION:** It is my recommendation that the City of Polk City and the Police Department enter into the 2022 Central Iowa Traffic Safety Task Force 28E Agreement with Polk, Story and Dallas Counties and municipalities within those Counties.

AGREEMENT BETWEEN CENTRAL IOWA LAW ENFORCEMENT  
AGENCIES FOR TRAFFIC ENFORCEMENT  
CHAPTER 28E

THIS AGREEMENT is entered into pursuant to Chapter 28E of the Iowa Code between multiple municipalities located within Polk County, Iowa and Story County, Iowa and Dallas County, Iowa; (hereinafter the designated counties) and with the designated counties.

1. **Purpose.** This Agreement is for the purpose of creating the Central Iowa Traffic Safety Task Force. (hereinafter "CITSTF" or "Task Force") No new entity is created by this 28E agreement. Rather, this arranges a collaborative joint targeted law enforcement group. Collaborative joint targeted enforcement actions provide an opportunity for improved public education and enforcement of traffic laws in Central Iowa. Task Force activities are staffed by personnel from various member law enforcement agencies. This Agreement does not preclude other cooperative law enforcement activities.
2. **Membership.** Any signatory municipality within the designated counties may designate one voting member of the Task Force. The following non-municipal entities may designate one voting member of the task force: the Iowa Department of Natural Resources, the Iowa State Patrol, Iowa Department of Transportation, the GTSB and the Iowa National Guard. Municipalities outside of the designated counties may assist with Task Force work
3. **Operating expenses.** The initial operating expenses of the Task Force are covered by a grant from the Governor's Traffic Safety Bureau. Any funds are held in escrow by the City of Polk City. Voting members will determine how funds are to be allocated for Task Force expenses.
4. **Personnel.** Any participating member may supply personnel to the Task Force. The employing agency or office remains liable for worker's compensation, other job benefits, and disability payments for the participating peace officer. The employing agency or office is responsible for payment and any overtime which may be incurred, including any court time. Each participating member assumes responsibility for its employee's actions and will defend its employees under Chapter 670.
5. **Jurisdiction.** Except as set out in this paragraph, the prosecuting authority over violations occurring within the designated counties shall be determined by the location of the violation without regard to the agency that employs the officer who initiated the charge. For the purposes of this Agreement, the County Attorneys of the participating designated counties delegate to the City Attorney of a participating municipality, the authority to prosecute state traffic and simple misdemeanor charges which arise during a targeted enforcement action within that municipality, unless the person charged is also charged with an indictable

offense in which case the respective County Attorney's Office will retain jurisdiction over any simple misdemeanor charge. Prosecutors from the participating designated counties and municipalities agree to evaluate and prosecute any offenses charged by Task Force Members based on the merit of the charge and not on the identity of the peace officer's employer. For unincorporated areas or if the city attorney is unable to prosecute charges for any reason, the County Attorney will prosecute charges filed by the Task Force.

6. **Activities.** Initially the Task Force will intensely monitor traffic compliance in particular targeted areas within the designated counties. The interstate roadways commonly known as 1-235, 1-35 and 1-80 will be designated as continuing targeted enforcement areas under this agreement. All enforcement on these designated targeted enforcement roadways will be governed by each department's policies and procedures. Periodic target areas will be selected by agreement among the members as determined in the by-laws. Targeted activities will be approved by the County Attorney or designee, chief law enforcement officer or designee, and prosecuting city attorney, if any, for each particular event. The chief law enforcement officer may notify other local elected officials as appropriate.
7. **Protocols.** When an area is selected for targeted intense traffic enforcement by the Task Force, the following protocols will be used:
  - a. Citation forms of the jurisdiction in which the violation occurs will be used by all officers regardless of their employing jurisdiction. Officers should note on all traffic or criminal charges filed during an enforcement project "CITSTF" to indicate the violation occurred during a CITSTF enforcement project.
  - b. Prosecution will be by the prosecuting attorney of the targeted jurisdiction.
  - c. Regardless of employer, sworn peace officers of any participating member are authorized to write tickets for the targeted enforcement. A roster of participating officers or deputies will be created for each event.
  - d. The employer of each participating officer supplies the vehicle, equipment, weapons, uniform and any other necessary materials for the enforcement or educational project from the employing jurisdiction according to that department's policies.
  - e. Fines generated from the targeted enforcement of city ordinances will go to the jurisdiction in which the violation occurs, regardless of the peace officer making the stop.
  - f. All officers participating in a targeted enforcement project will abide by that officer's departmental policies and procedures for enforcement activity.
8. **Adding and removing members.** Any municipality within the designated counties who agrees to the terms of this Agreement is invited to participate by executing a signature page, signed by that jurisdiction's Mayor, Police Chief and City Clerk . Such a municipality will be deemed to be a participating member



when such a signature page is filed -with the Iowa Secretary of State in accordance with the requirements of Chapter 28E of the Iowa Code. To withdraw from participation, a municipality, jurisdiction or agency who has previously signed this Agreement must notify the chairperson in writing of their withdrawal and the effective date of the withdrawal, and file a Notice of Withdrawal with the Iowa Secretary of State in accordance with the requirements of Chapter 28E of the Iowa Code. In the event of such a withdraw, any commitments, delegations, and/or authorizations made by that municipality, jurisdiction and/or agency under this agreement will be terminated as of the date of the withdrawal, except any employing agency or office is responsible and remains responsible for their employees as set out in paragraph 4 above. Any prosecution of charges originating in targeted enforcement actions that precede the withdrawal will take place according to this agreement.

9. Delegation and its effect. In order for an enforcement action to occur within a municipality, the chief law enforcement officer and the governing body for that municipality must sign this agreement. By signing this agreement, the chief law enforcement officer thereby authorizes peace officers from other participating agencies to issue tickets within that municipality during a task force enforcement action.
10. Equipment. Any equipment used by the Task Force will be retained by the participating jurisdictions.
11. Duration. This Agreement is effective as to its signatories when it has been executed by the Sheriff, the County Attorney and the Board of Supervisors from at least two of the designated counties and filed with the Iowa Secretary of State in accordance with the requirements of Chapter 28E of the Iowa Code. This agreement shall be terminated with respect to individual members upon giving of the Notice of Withdrawal as set out above. This agreement is terminated in total when it has been replaced and/or abolished upon a majority vote of the membership at such time.
12. Amendments. All proposed changes or amendments to this 28E will be brought to the Task Force for consideration. The amendment(s) will be reviewed at no less than two monthly Task Force meetings. Once the amendment(s) have been reviewed two or more times the Task Force will put the amendment to a vote. The amendment will be adopted if it receives a majority of the Task Force members' votes favor the amendment.

28E AGREEMENT

CENTRAL IOWA TRAFFIC SAFETY TASK FORCE

Name of Jurisdiction:

The 28E for the Central Iowa Traffic Safety Task Force was adopted on\_\_\_\_\_.

\_\_\_\_\_  
City Clerk/Attorney

\_\_\_\_\_  
Mayor/Board of Supervisors

\_\_\_\_\_  
Police Chief/Sheriff

On behalf of other participating agencies:

\_\_\_\_\_  
Derrick Spoerry, CITSTF Chairman  
Mitchellville Police Department

**RESOLUTION NO. 2022-08**

**A RESOLUTION APPROVING A 28E AGREEMENT BETWEEN THE CITY OF POLK CITY AND MUNICIPALITIES LOCATED WITHIN POLK COUNTY, IOWA AND STORY COUNTY, IOWA AND DALLAS COUNTY IOWA TO CREATE THE CENTRAL IOWA TRAFFIC SAFETY TASK FORCE**

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**WHEREAS**, local municipalities located within Polk, Story and Dallas Counties, entered into an agreement in 2012 to create the Central Iowa Traffic Safety Task Force (CITSTF)

**WHEREAS**, the CITSTF is a Collaborative Joint Targeted Law Enforcement Group which will provide an opportunity for improved public education and enforcement of traffic laws; and

**WHEREAS**, an updated agreement has been reached between the City Council of the City of Polk City and the member communities concerning this mater as shown on the attached 28E Agreement.

**BE IT, THEREFORE, RESOLVED** by the City Council of the City of Polk City, Iowa, that the 28E Agreement in the form attached hereto as Exhibit "A".

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

**DATED** this 24 day of January 2022.

---

Steve Karsjen, Mayor

Attest:

---

Jenny Coffin, City Clerk



January 20, 2022

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

RE: BIG CREEK TECHNOLOGY CAMPUS PLAT 4  
ACCEPTANCE OF PUBLIC IMPROVEMENTS  
PROJECT. 120.0437.01

Dear Honorable Mayor and City Council:

The Construction Drawings for Public Improvements associated with Big Creek Technology Campus Plat 4 were approved by City Council on September 28, 2020. As part of this project, a subdivision bond, in the amount of \$286,600.00, was submitted by William C. Knapp, L.C. in order to receive approval of the Final Plat prior to construction of the proposed improvements. The Final Plat was approved on September 28, 2020.

The Polk City Public Works Department provided construction observation services for all the above public improvements and finds them to have been completed in substantial conformance with the approved construction drawings and specifications, including being subject to a rideability test as conducted by the Polk City Police Department, with the exception of seeding, which has not yet been established. Snyder & Associates, Inc., provided construction administration services including review of material submittals, review of change orders, review of testing results for compliance with SUDAS and Polk City code, and preparation of punchlists for use by the Contractor and City Staff.

The developer's engineer, Civil Engineering Consultants, has provided the as-built record drawings, including as-built elevations along swale flow lines in conformance with City requirements. In addition, the developer's land surveyor has certified that the pins for all property corners have been set and all detention facilities are constructed in substantial conformance with the approved Storm Water Management Plan.

The Underground Company, Ltd. has provided a 4-year maintenance bond in the amount of \$114,000.00 for public storm sewer, public sanitary sewer, and public water main, services and associated appurtenances. Alliance Construction Group, LLC. has provided a 4-year maintenance bond in the amount of \$51,348.00 for reinforced PCC pavement and PCC mailbox pads. The date of Council acceptance, anticipated to be January 24, 2022, will be the start date for this bond, which shall be retained in the City Clerk's files.

Based on this information, the Public Works Department has recommended City Council's acceptance of the public improvements associated with Big Creek Technology Campus Plat 4, with the exception of seeding.

Based on the recommendation of Public Works, all requirements have been fulfilled for City Council's acceptance of the public improvements associated with Big Creek Technology Campus Plat 4, with the exception of the seeding. City Council should also authorize the City Manager to release the Subdivision Bond, as submitted by William C. Knapp, L.C., upon satisfactory establishment of the seed as determined by the Public Works Department.

If you have any questions, we will be in attendance at the January 24, 2022, City Council meeting to discuss this project.

Sincerely,

SNYDER & ASSOCIATES, INC.



Travis D. Thornburgh, P.E.

cc: Chelsea Huisman, City Manager, City of Polk City  
Mike Schulte, Public Works Director, City of Polk City  
Nick Furness, Construction Observer, City of Polk City  
Kathleen Connor, City Engineering Representative, Snyder & Associates, Inc.  
Tom Wittman, Knapp Properties

**RESOLUTION NO. 2022-09**

**A RESOLUTION ACCEPTING THE PUBLIC IMPROVEMENTS FOR  
BIG CREEK TECHNOLOGY CAMPUS PLAT 4**

---

**WHEREAS**, the Construction Drawings for Public Improvements associated with Big Creek Technology Campus Plat 4 were approved by City Council on September 28, 2020 and as part of this project, a subdivision bond, in the amount of \$286,600 was submitted by William C. Knapp, L.C. in order to receive Final Plat approval on September 28, 2020 and

**WHEREAS**, the Developer, William C. Knapp, L.C. has completed the Public Improvements, including punchlist items, installed in connection therewith Big Creek Commons Technology Campus Plat 4; and

**WHEREAS**, the Underground Company, Ltd. has provided a 4-year maintenance bond in the amount of \$114,000 for the public improvements associated with the public storm sewer, public sanitary sewer, and public water main, services and associated appurtenances; and

**WHEREAS**, Alliance Construction Group, LLC. has provided a 4-year maintenance bond in the amount of \$51,348 for reinforced PCC pavement and PCC mailbox pads; and

**WHEREAS**, the start date for the maintenance period for each of the aforementioned bonds will begin on the date of Council approval of this Resolution; and

**WHEREAS**, the Developer's engineer, Civil Engineering Consultants, Inc., has provided as-built Record Drawings and certification the Storm Water Management Facilities were constructed in conformance with the approved Construction Drawings; and

**WHEREAS**, the Developer's land surveyor, Civil Engineering Consultants, Inc., has certified that the pins for all property corners have been set; and

**WHEREAS**, the City Engineer provided construction administration services including review of material submittals, review of change orders, review of testing results for compliance with SUDAS and Polk City Code, preparation of punchlists for use by the Contractor and City Staff; and

**WHEREAS**, the Polk City Public Works Department has observed the construction of said public improvements and finds them to have been completed in substantial compliance with the plans and specifications, including being subject to a rideability test as conducted by the Polk City Police Department, with the exception of seeding, which has not yet been established, and recommends acceptance of said public improvements.

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Polk City, Iowa that the Public Improvements completed by the developer, William C. Knapp L.C. in connection with Big Creek Technology Campus Plat 4 are hereby accepted with the exception of

seeding; and the 4-year maintenance bonds provided by said developer's contractors are hereby accepted with the date of this Resolution serving as the start date for the maintenance bonds.

**BE IT FURTHER RESOLVED**, the City Manager is authorized to release the Subdivision Bond upon satisfactory establishment of the seeding as determined by the Public Works Department

**PASSED AND APPROVED** the 24th day January 2022.

---

Steve Karsjen, Mayor

ATTEST:

---

Jenny Coffin, City Clerk

OFFICIAL'S  
STAMP

# AS-BUILT DRAWINGS FOR PUBLIC IMPROVEMENTS

## BIG CREEK TECHNOLOGY CAMPUS PLAT 4

### EAST VISTA LAKE AVENUE, POLK CITY, IOWA

OFFICIAL'S  
STAMP

**UTILITIES**

POLK CITY PUBLIC WORKS  
ADDRESS: 301 E NORTHSIDE DR, POLK CITY, IA 50226  
PHONE: (515) 484-4280

SANITARY SEWER - CITY OF POLK CITY  
STORM SEWER - CITY OF POLK CITY  
WATER - CITY OF POLK CITY

**NATURAL GAS UTILITY**

MID AMERICAN ENERGY  
666 GRAND AVENUE  
DES MOINES, IA 50304  
CONTACT: JIM KEISLAR  
PHONE: 515-252-6472

**ELECTRIC**

MIDAMERICAN ENERGY CORPORATION  
SARA LULOW  
PHONE: (515)201-2241  
EMAIL: SLULOW@MIDAMERICAN.COM

MIDLAND POWER COOPERATIVE  
NORM FANDEL  
1005 E. LINCOLN WAY  
JEFFERSON, IA 50124  
515-306-4111  
NFANDEL@MIDLANDPOWER.COOP

**TELEPHONE**

CENTURY LINK  
2103 E UNIVERSITY  
DES MOINES, IA 50317  
CONTACT: DAVE HARRIS  
PHONE: 303-263-1250

**BUILDING DEPARTMENT**

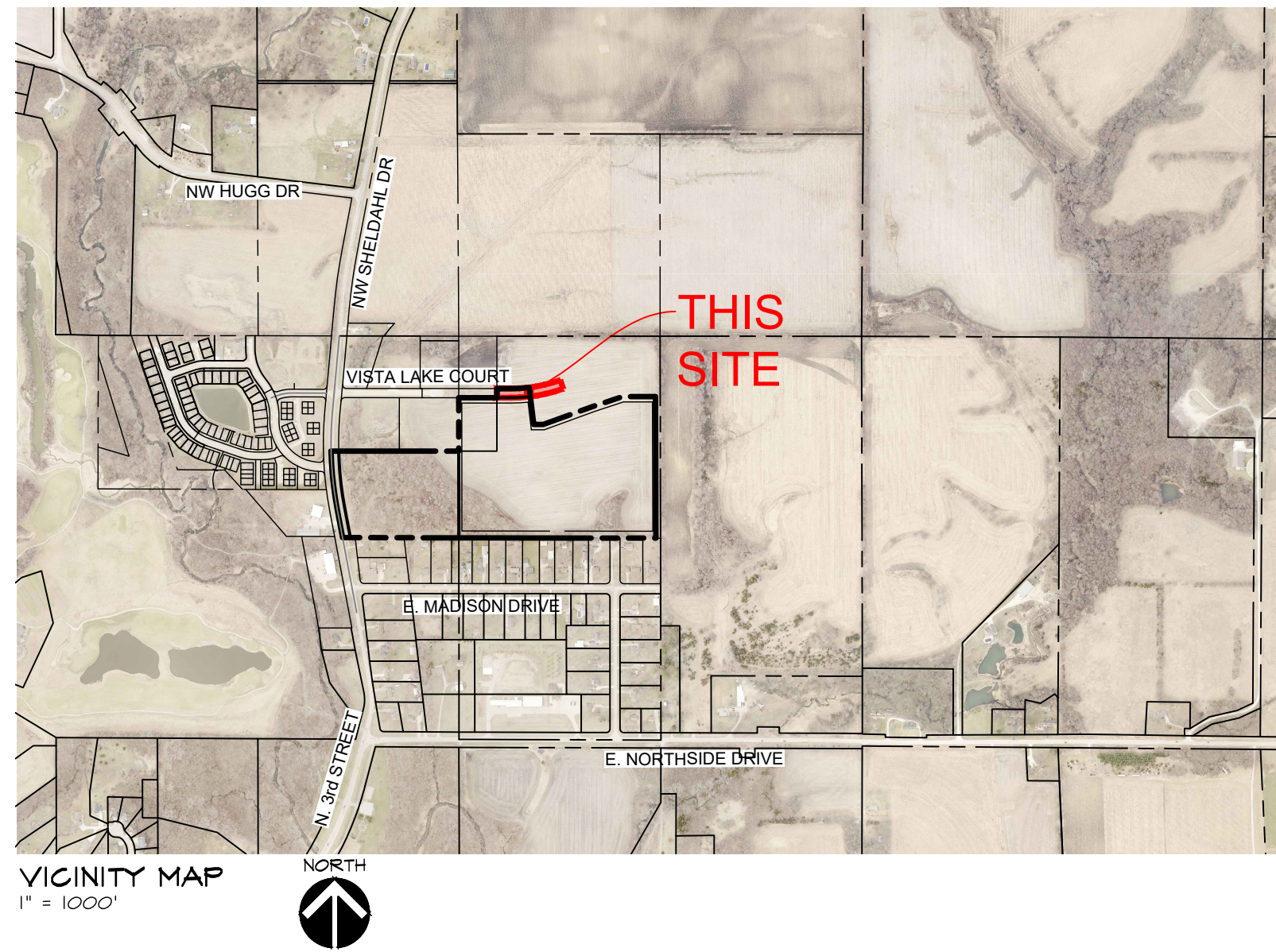
112 3RD STREET  
PO BOX 426  
POLK CITY, IA 50226  
PHONE: 515-484-6233  
FAX: 515-484-6111  
SUPPORT@POLKCITYIA.GOV

**HEALTH DEPARTMENT**

POLK COUNTY  
PUBLIC HEALTH DEPARTMENT  
ADDRESS: 1901 CARPENTER AVE,  
DES MOINES, IA 50314  
PHONE: (515) 286-3148  
TOLL FREE: 866-204-1300  
EMAIL: HEALTHDEPT@POLKCOUNTYIOWA.GOV

**FIRE DEPARTMENT**

112 3RD STREET  
PO BOX 426  
POLK CITY, IA 50226  
FIRE CHIEF - JIM MITCHELL  
STATION PHONE NUMBER - 515-484-6304  
FIREDEPARTMENT@POLKCITYFD.COM  
WWW.POLKCITYFD.COM



VICINITY MAP  
1" = 1000'



**Sheet List Table**

Sheet Number	Sheet Title
1	* COVER SHEET
2	NOTES & DETAILS
3	GEOMETRIC PLAN
4	* SANITARY SEWER
5	* STORM SEWER PLAN
6	* WATER MAIN PLAN
7	PAVING PLAN
8	GRADING PLAN
9	OVERALL GRADING PLAN
10	LIGHTING PLAN

**LEGAL DESCRIPTION**

LOT 1, BIG CREEK TECHNOLOGY CAMPUS PLAT 3, AN OFFICIAL PLAT RECORDED IN BOOK 16665, PAGE 17 AT THE POLK COUNTY RECORDER'S OFFICE AND A PARCEL OF LAND IN PARCEL '1', AN OFFICIAL PARCEL RECORDED IN BOOK 12419, PAGE 264 AT THE POLK COUNTY RECORDER'S OFFICE, ALL BEING IN THE S1/2 OF SECTION 36, TOWNSHIP 01 NORTH, RANGE 25 WEST OF THE 5<sup>TH</sup> P.M., CITY OF POLK CITY, POLK COUNTY, IOWA THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SW CORNER OF BIG CREEK TECHNOLOGY CAMPUS PLAT 1, AN OFFICIAL PLAT RECORDED IN BOOK 1334, PAGE 634 AT THE POLK COUNTY RECORDER'S OFFICE, THENCE S89°58'48"E, 836.65 ALONG THE SOUTH LINE OF SAID BIG CREEK TECHNOLOGY CAMPUS PLAT 1 TO THE SE CORNER OF SAID BIG CREEK TECHNOLOGY CAMPUS PLAT 1, SAID SE CORNER ALSO BEING THE SW CORNER OF LOT 1 OF SAID BIG CREEK TECHNOLOGY CAMPUS PLAT 3; THENCE N00°02'13"W, 350.17 FEET ALONG THE WEST LINE OF SAID LOT 1 TO THE NW CORNER OF SAID LOT 1; THENCE S89°58'48"E, 250.00 FEET ALONG THE NORTH LINE OF SAID LOT 1 TO THE NE CORNER OF SAID LOT 1, SAID NE CORNER ALSO BEING THE SE CORNER OF LOT 'A' OF SAID BIG CREEK TECHNOLOGY CAMPUS PLAT 3; THENCE N00°02'13"W, 60.00 FEET ALONG THE EAST LINE OF SAID LOT 'A' TO THE NE CORNER OF SAID LOT 'A'; THENCE S89°58'48"E, 41.95 FEET TO A POINT OF CURVATURE, THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 470.00 FEET AND A CHORD BEARING N66°28'22"E, AN ARC LENGTH OF 120.11 FEET TO A POINT; THENCE S07°04'29"E, 244.30 FEET TO A POINT; THENCE S84°58'48"E, 62.50 FEET TO A POINT; THENCE N70°01'12"E, 344.74 FEET TO A POINT; THENCE N11°34'40"E, 225.63 FEET TO A POINT; THENCE S89°58'48"E, 215.13 FEET TO A POINT; THENCE S00°07'19"E, 421.95 FEET ALONG A LINE THAT IS PARALLEL TO THE EAST LINE OF THE NW1/4 SE1/4 OF SAID SECTION 36 TO A POINT ON THE SOUTH LINE OF SAID NW1/4 SE1/4, SAID SOUTH LINE ALSO BEING THE NORTH LINE OF DORFRANK ACRES PLAT NO 1, AN OFFICIAL PLAT RECORDED IN BOOK 'P', PAGE 84 AT THE POLK COUNTY RECORDER'S OFFICE, THENCE N84°55'17"W, 1290.34 FEET ALONG SAID SOUTH LINE OF THE NW1/4 SE1/4 AND THE NORTH LINE OF SAID DORFRANK ACRES PLAT NO 1 TO THE SW CORNER OF SAID NW1/4 SE1/4, THENCE N84°50'29"W, 761.70 FEET ALONG THE SOUTH LINE OF THE NE1/4 SW1/4 OF SAID SECTION 36, SAID SOUTH LINE COINCIDES WITH THE NORTH LINE OF DORFRANK ACRES PLAT NO 1 TO A POINT ON THE CENTERLINE OF N 3RD STREET, FORMERLY KNOWN AS SHELDPAHL DRIVE, AS IT IS PRESENTLY ESTABLISHED, THENCE N10°40'57"W, 115.51 FEET ALONG SAID CENTERLINE TO A POINT OF CURVATURE, THENCE NORTHERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 376.97 FEET ALONG SAID CENTERLINE TO THE POINT OF BEGINNING AND CONTAINING 36.82 ACRES INCLUDING 0.66 ACRES OF PUBLIC RIGHT-OF-WAY EASEMENT MORE OR LESS

\* AS-BUILT DRAWINGS UPDATED  
JANUARY 07, 2022

**GENERAL LEGEND**

PROPOSED	EXISTING
FLAT BOUNDARY	LOT LINE
SECTION LINE	SANITARY/STORM MANHOLE
LOT LINE	WATER VALVE
CENTERLINE	FIRE HYDRANT
EASEMENT LINE	STORM SEWER SINGLE INTAKE
FLARED END SECTION	STORM SEWER DOUBLE INTAKE
DRAIN BASIN OR SEDIMENT RISER	STORM SEWER ROUND INTAKE
DRAIN BASIN WITH SOLID GRATE	FLARED END SECTION
WATER VALVE	DECIDUOUS TREE
FIRE HYDRANT ASSEMBLY	CONIFEROUS TREE
BLOW-OFF HYDRANT	SHRUB
SCOUR STOP MAT	POWER POLE
TURF REINFORCEMENT MAT	STREET LIGHT
STORM SEWER WITH SIZE	GUY ANCHOR
WATER SEWER WITH SIZE	ELECTRIC TRANSFORMER
WATER SERVICE	GAS METER
PROPOSED CONTOUR	TELEPHONE RISER
SIGN	UNDERGROUND TELEVISION
UNDERGROUND GAS	UNDERGROUND ELECTRIC
UNDERGROUND FIBER OPTIC	UNDERGROUND TELEPHONE
OVERHEAD ELECTRIC	SANITARY SEWER WITH SIZE
STORM SEWER WITH SIZE	WATER MAIN WITH SIZE
EXISTING CONTOUR	TREE LINE
BUILDING SETBACK LINE	PUBLIC UTILITY EASEMENT
MINIMUM OPENING ELEVATION	

**BENCHMARK**

(THE VERTICAL DATUM FOR BENCHMARKS ARE ACCORDING TO THE NAVD88 VERTICAL DATUM)  
POLK COUNTY BENCHMARK 114, IN NW 1/4 OF SEC. 36-81-25, ON NW HUGG DR, 500' E OF NW 12ND ST AN IDOT PLUG IN TOP OF THE E HEADWALL OF A RCB CULVERT.  
ELEV. = 866.03  
USGS BENCH MARK BM 924.6, T-8IN, R-25W, NEAR W 16TH COR, BETWEEN SEC. 27 & 34; 31' N, 55' E & 1.9' HIGHER THAN T-DRIVE N; ON CREST OF HILL IN TOP OF IN TOP CONCRETE POST; A STANDARD TABLET STAMPED "26MNC 1864 430" PAINTED "BM 924.6"  
ELEV = 424.58

**SUBMITTAL TABLE**

SUBMITTAL DATE	SUBMITTAL NOTES
1/17/2020	INITIAL SUBMITTAL
04/21/2020	
05/11/2020	
05/18/2020	
05/26/2020	APPROVED
08/01/2020	REVISED
08/25/2020	
9/18/2020	REVISED; SAN #2; LOT 1 SAN SVC; ST#3
8/11/2021	REV. STORM SEWER ST #3 TO ST #6
8/26/2021	REV. PAVING PLAN & LIGHTING PLAN LAYOUT



**PROPERTY OWNER / DEVELOPER / APPLICANT:**

WILLIAM C. KNAPP, L.C.  
5000 WESTOWN PARKWAY SUITE 400  
WEST DES MOINES, IA 50266-5421  
CONTACT: TOM WITTMAN  
PH. 515-223-4000  
EMAIL: TOM.WITTMAN@KNAPPROPERTIES.COM

**PROJECT MANAGER:**

PAUL CLAUSEN, PE,  
CIVIL ENGINEERING CONSULTANTS  
2400 26TH STREET, #12  
DES MOINES, IOWA 50322  
PH. 515-276-4884 EXT. #217  
EMAIL: CLAUSEN@CECLAC.COM

**PROFESSIONAL LAND SURVEYOR:**

CIVIL ENGINEERING CONSULTANTS, INC.  
PH. JEFFERY A. GADDIS, PLS  
2400 26TH STREET, SUITE 12  
URBANDALE, IA 50322  
PH. 515-276-4884 EXT. 221  
EMAIL: GADDIS@CECLAC.COM

**MUNICIPALITY PLANNER:**

KATHLEEN CONNOR  
SENIOR PLANNER  
SNYDER & ASSOCIATES, INC.  
PH. 515-464-2020  
EMAIL: KCONNOR@SNYDER-ASSOCIATES.COM

**TOTAL LAND AREA:**

35.81 ACRES

**EXISTING ZONING:**

- C-2 COMMERCIAL DISTRICT
- M-1 LIGHT INDUSTRIAL DISTRICT & AGRICULTURAL
- R-1 SINGLE FAMILY RESIDENTIAL DISTRICT
- R-2 ONE AND TWO FAMILY RESIDENTIAL DISTRICT
- R-3 MULTIPLE FAMILY RESIDENTIAL DISTRICT

**PROPOSED ZONING:**

- R-1 SINGLE FAMILY RESIDENTIAL DISTRICT

**BULK REGULATIONS**

FRONT YARD: 35'  
SIDE YARD: 20'  
REAR YARD: 45'

**FLOOD ZONE**

ZONE 'X' ACCORDING TO FEMA FLOOD INSURANCE RATE MAPS.  
COMMUNITY-PANEL: #191530040F  
MAP REVISED FEBRUARY 1, 2019.

**NOTES**

- IMPROVEMENTS SHALL BE CONSTRUCTED USING THE 2020 SUDAS SPECIFICATIONS.

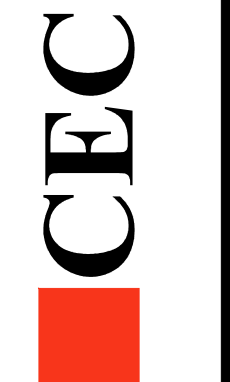
**CERTIFICATIONS**

	I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A FULLY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA. Jeffrey A. Gaddis, Iowa License No. 18361 DATE MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022
	I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A FULLY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA. Paul J.D. Clausen, Iowa License No. 23772 DATE MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023. PAGES OR SHEETS COVERED BY THIS SEAL: ALL SHEETS

DATE: Jan. 7, 2022  
DATE OF SURVEY: APRIL 02, 2020  
DESIGNED BY: PC  
DRAWN BY: CM

BIG CREEK TECHNOLOGY CAMPUS PLAT 4  
EAST VISTA LAKE AVENUE, POLK CITY, IOWA  
COVER SHEET - AS BUILT

SHEET  
OF 10



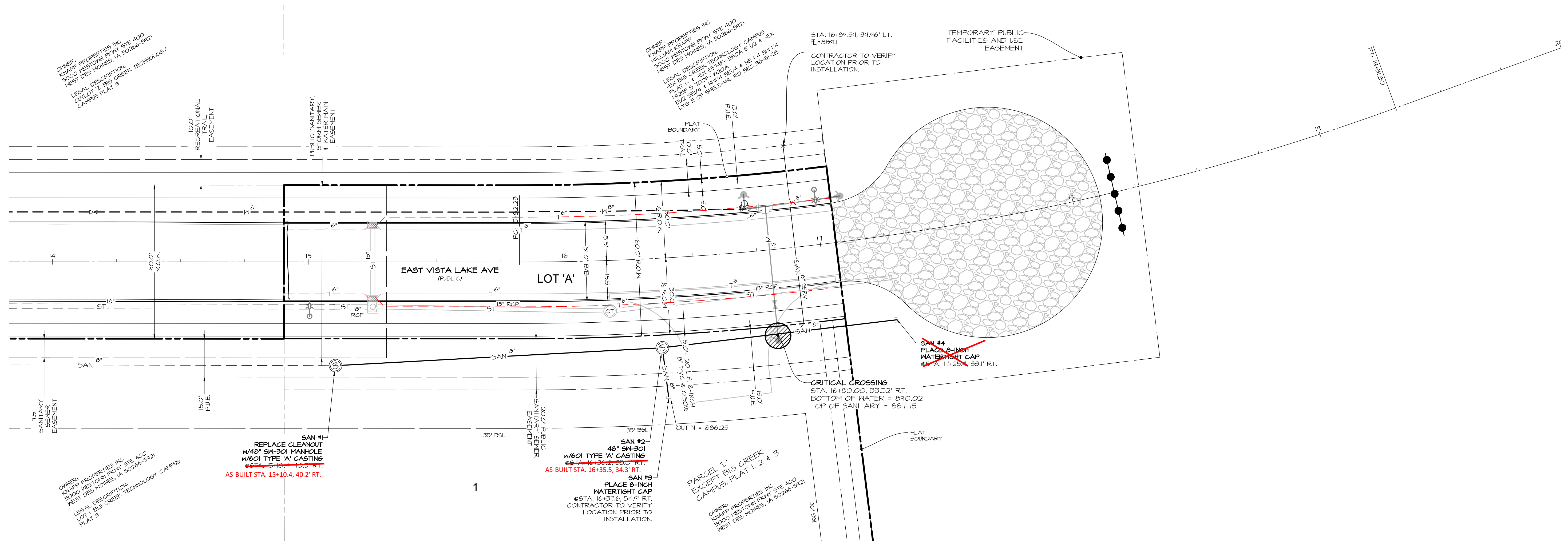


OWNER: KNAPP PROPERTIES INC.  
3000 WESTOWN PKWY SITE 400  
WEST DES MOINES, IA 50266-5921  
LEGAL DESCRIPTION:  
ON LOT 1, BIG CREEK TECHNOLOGY  
CAMPUS PLAT 3

OWNER: KNAPP PROPERTIES INC.  
3000 WESTOWN PKWY SITE 400  
WEST DES MOINES, IA 50266-5921  
LEGAL DESCRIPTION:  
EX-1 BIG CREEK TECHNOLOGY CAMPUS  
PLAT 4 & EX-2 SHARLEEN E60A E 1/2 & EX-3  
PLAT 5 100'-WIDE N&W SE 1/4 & NE 1/4 SW 1/4  
E 1/2 SE 1/4 & N&W SE 1/4 & NE 1/4 SW 1/4  
L 1/2 E OF SHELDALE RD SEC 36-81-25

STA. 16+84.54, 34.96' LT.  
E=889.1

TEMPORARY PUBLIC  
FACILITIES AND USE  
EASEMENT



SAN #1  
REPLACE CLEANOUT  
W/48" SK-301 MANHOLE  
W/60I TYPE 'A' CASTING  
RIM = 894.92  
AS-BUILT STA. 15+10.4, 40.2' RT.

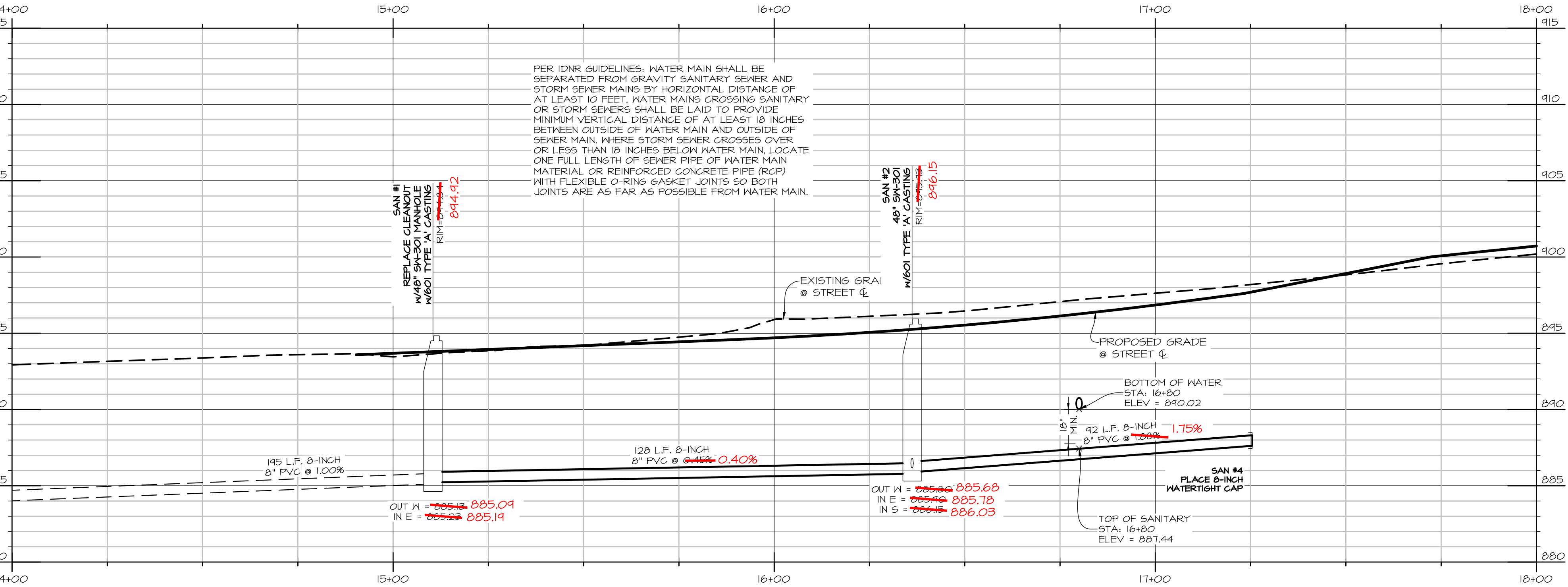
SAN #2  
48" SK-301  
W/60I TYPE 'A' CASTING  
RIM = 896.15  
AS-BUILT STA. 16+35.5, 34.3' RT.

SAN #3  
PLACE 8-INCH  
WATERTIGHT CAP  
@ STA. 16+31.6, 54.1' RT.  
CONTRACTOR TO VERIFY  
LOCATION PRIOR TO  
INSTALLATION.

SAN #4  
PLACE 8-INCH  
WATERTIGHT CAP  
@ STA. 17+25.3, 33.1' RT.

CRITICAL CROSSING  
STA. 16+80.00, 33.52' RT.  
BOTTOM OF WATER = 890.02  
TOP OF SANITARY = 887.75

PARCEL 1'  
EXCEPT BIG CREEK  
CAMPUS, PLAT 1, 2 & 3



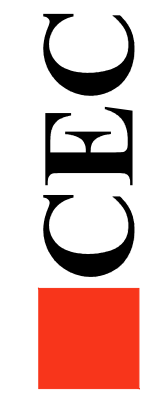
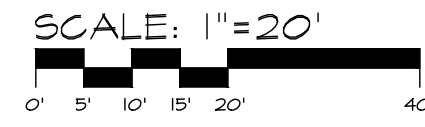
PER IDNR GUIDELINES: WATER MAIN SHALL BE SEPARATED FROM GRAVITY SANITARY SEWER AND STORM SEWER MAINS BY HORIZONTAL DISTANCE OF AT LEAST 10 FEET. WATER MAINS CROSSING SANITARY OR STORM SEWERS SHALL BE LAID TO PROVIDE MINIMUM VERTICAL DISTANCE OF AT LEAST 18 INCHES BETWEEN OUTSIDE OF WATER MAIN AND OUTSIDE OF SEWER MAIN. WHERE STORM SEWER CROSSES OVER OR LESS THAN 18 INCHES BELOW WATER MAIN, LOCATE ONE FULL LENGTH OF SEWER PIPE OF WATER MAIN MATERIAL OR REINFORCED CONCRETE PIPE (RCP) WITH FLEXIBLE O-RING GASKET JOINTS SO BOTH JOINTS ARE AS FAR AS POSSIBLE FROM WATER MAIN.

OUT W = 885.68  
IN E = 885.78  
IN S = 886.03

BOTTOM OF WATER  
STA: 16+80  
ELEV = 890.02

TOP OF SANITARY  
STA: 16+80  
ELEV = 887.44

\* AS-BUILT DRAWINGS UPDATED  
JANUARY 07, 2022



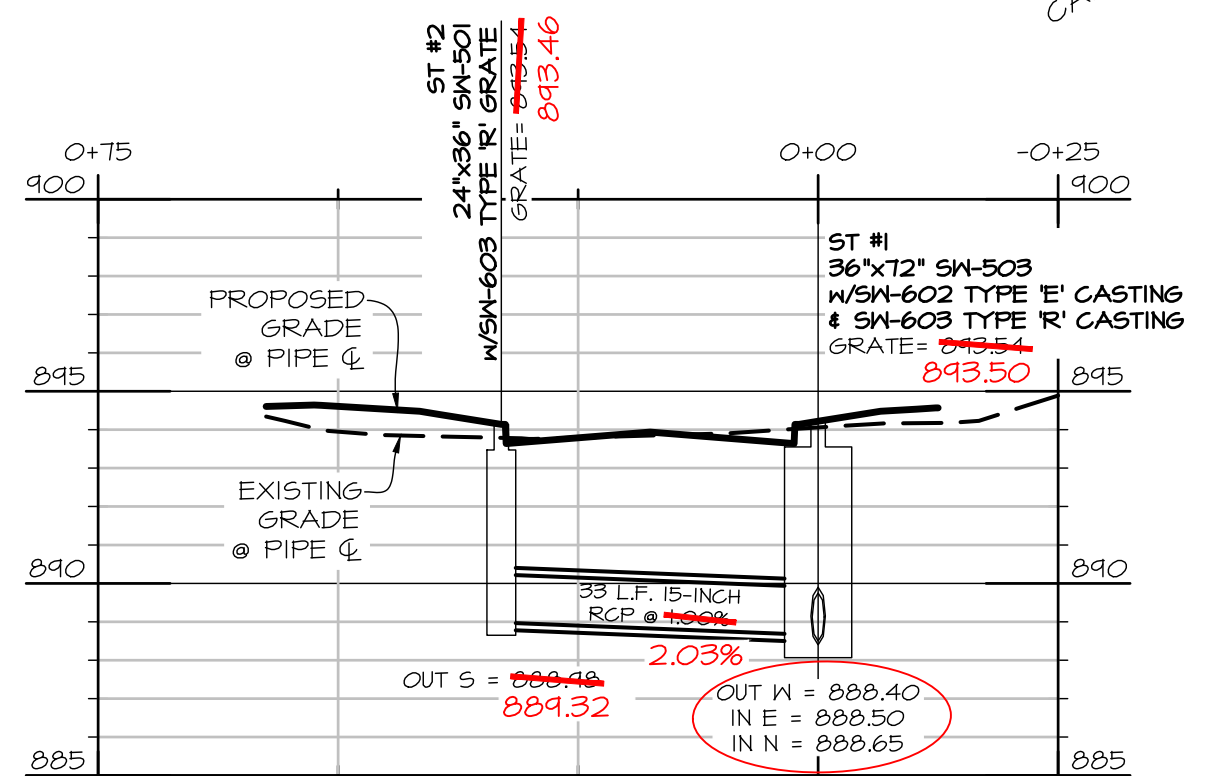
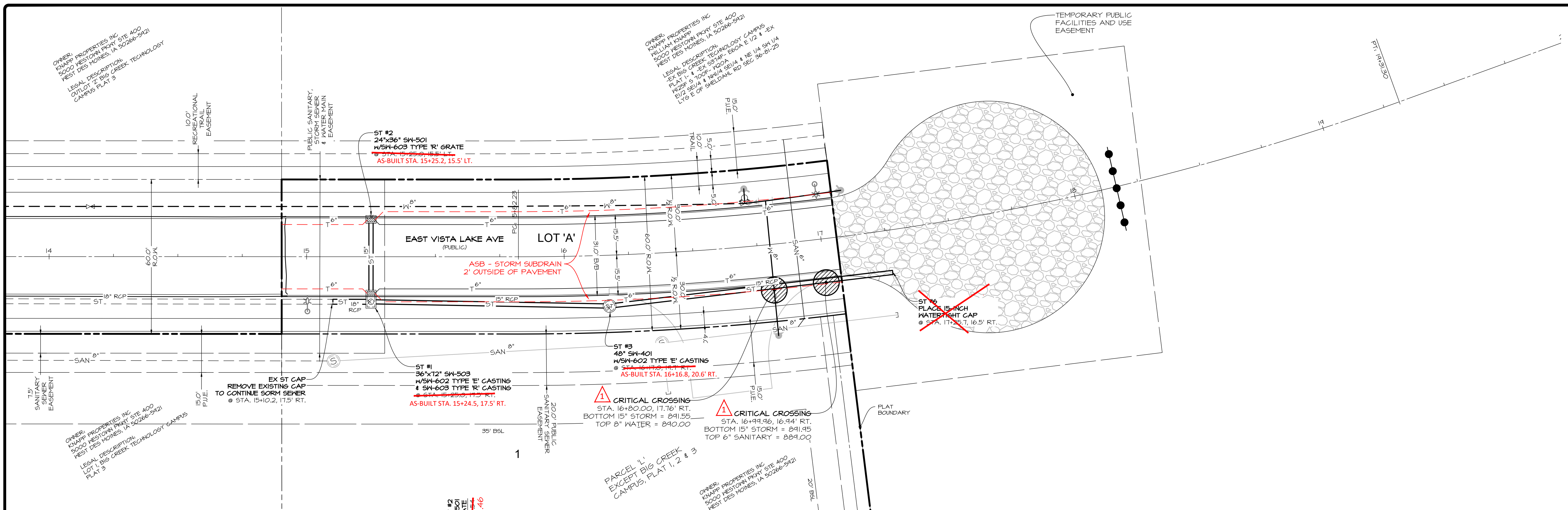
DATE:	Jan. 7, 2022
DATE OF SURVEY:	APRIL 02, 2020
DESIGNED BY:	PC
DRAWN BY:	CM

I:\FILES\3000\ES102\_C10 Drawings\Construction Documents\A-Build\04 Sanitary ASB.dwg, 1/7/2022 10:29:43 AM, rmbill, 1:1

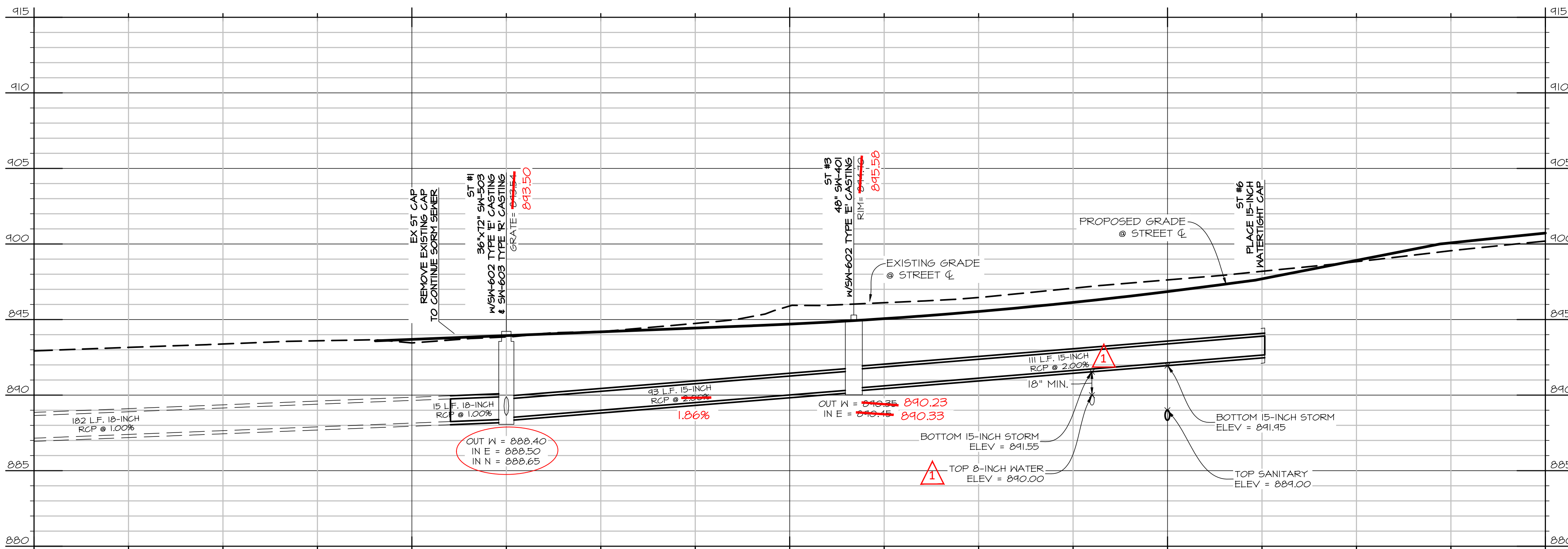
OWNER: KANRP PROPERTIES INC.  
 5000 WESTOWN PKWY STE 400  
 WEST DES MOINES, IA 50266-5921  
 LEGAL DESCRIPTION:  
 OUTLOT 7, BIG CREEK TECHNOLOGY  
 CAMPUS PLAT 3

OWNER: KANRP PROPERTIES INC.  
 5000 WESTOWN PKWY STE 400  
 WEST DES MOINES, IA 50266-5921  
 LEGAL DESCRIPTION:  
 LOT 1, BIG CREEK TECHNOLOGY CAMPUS  
 PLAT 1 & 2, EX. 5544, EDDA E 12 & EX.  
 512 SE1/4 & 100' NW1/4 SE1/4 & NE 1/4 SW 1/4  
 1/2 E OF SHELDAHL RD SEC 36-81-25

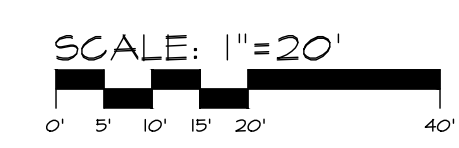
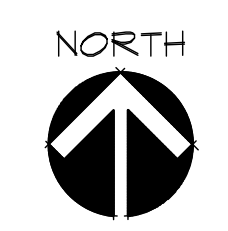
TEMPORARY PUBLIC  
 FACILITIES AND USE  
 EASEMENT



**\* AS-BUILT DRAWINGS UPDATED**  
 JANUARY 07, 2022



PER IDNR GUIDELINES, WATER MAIN SHALL BE SEPARATED FROM GRAVITY SANITARY SEWER AND STORM SEWER MAINS BY HORIZONTAL DISTANCE OF AT LEAST 10 FEET. WATER MAINS CROSSING SANITARY OR STORM SEWERS SHALL BE LAID TO PROVIDE MINIMUM VERTICAL DISTANCE OF AT LEAST 18 INCHES BETWEEN OUTSIDE OF WATER MAIN AND OUTSIDE OF SEWER MAIN. WHERE STORM SEWER CROSSES OVER OR LESS THAN 18 INCHES BELOW WATER MAIN, LOCATE ONE FULL LENGTH OF SEWER PIPE OF WATER MAIN MATERIAL OR REINFORCED CONCRETE PIPE (RCP) WITH FLEXIBLE O-RING GASKET JOINTS SO BOTH JOINTS ARE AS FAR AS POSSIBLE FROM WATER MAIN.



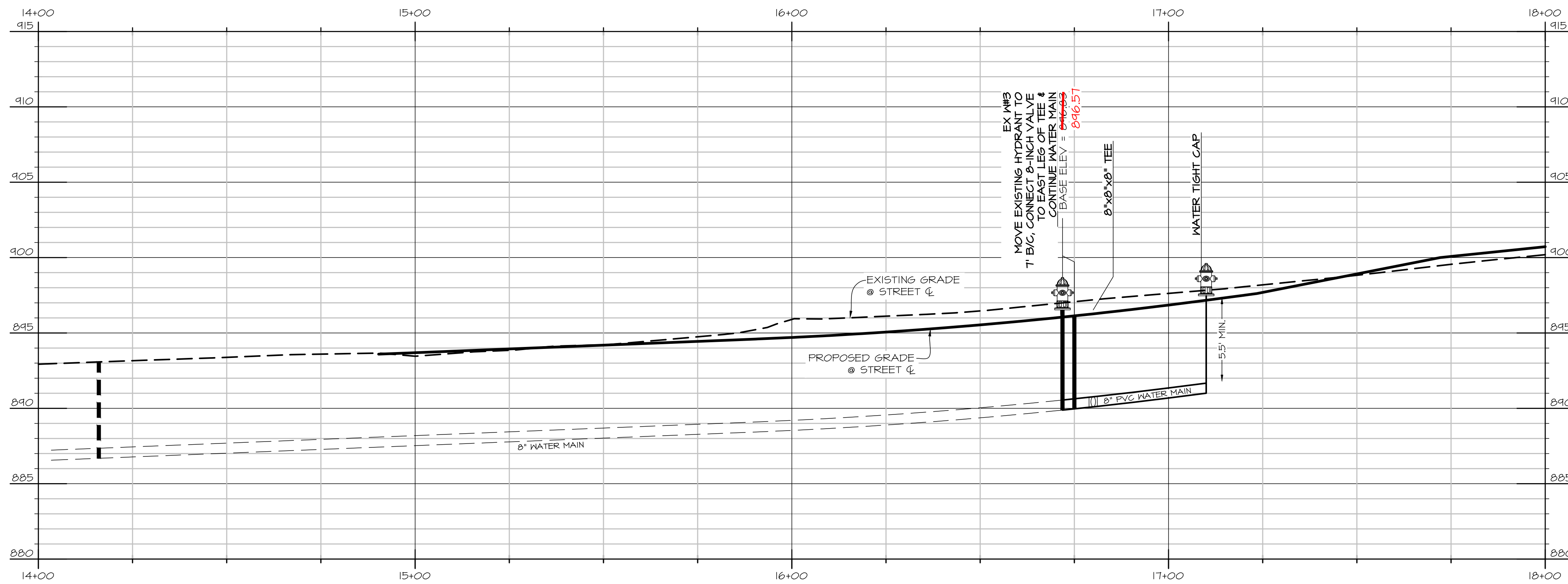
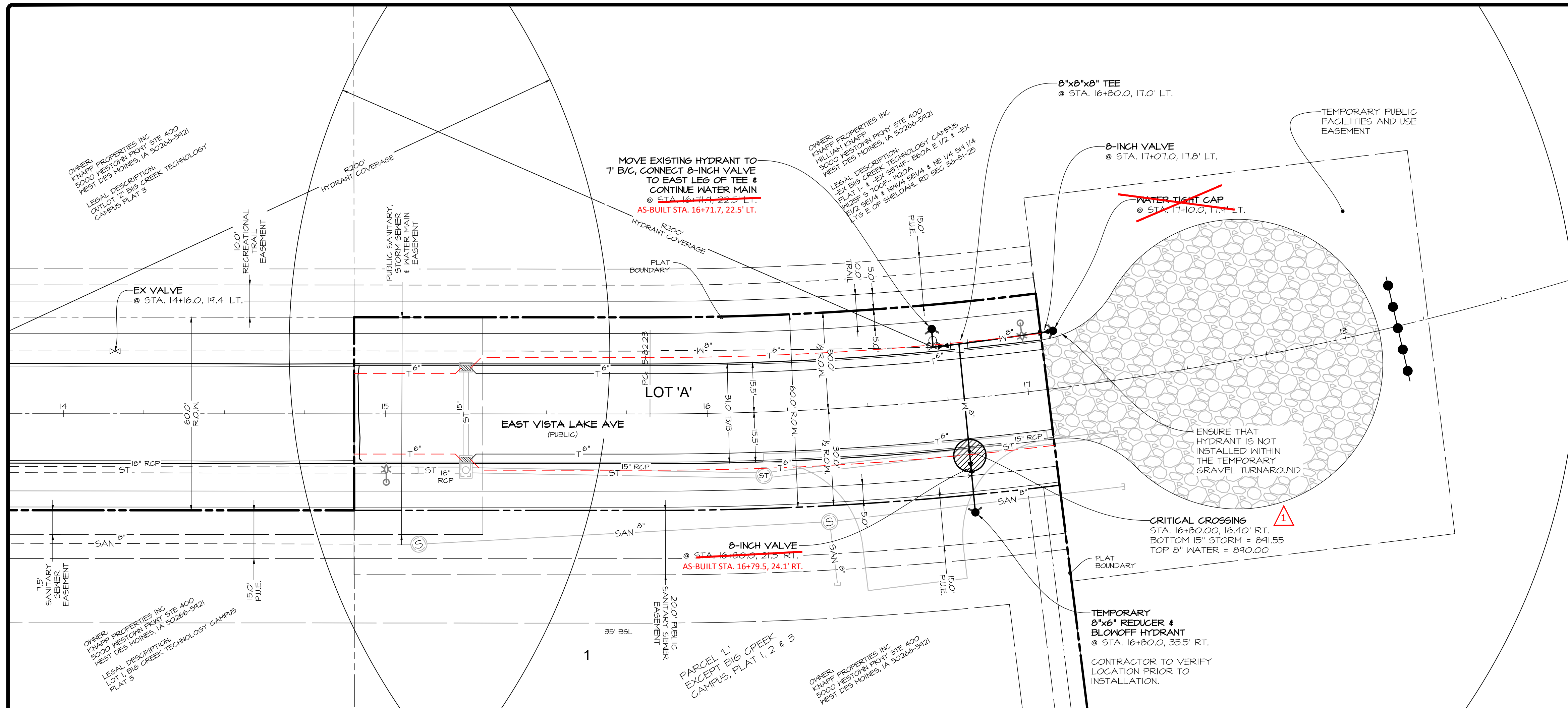
**CEC** Civil Engineering Consultants, Inc.  
 2400 86th Street Unit 12 Des Moines, Iowa 50322  
 515.276.4884 mail@cecinc.com

DATE: Jan. 7, 2022  
 DATE OF SURVEY: APRIL 02, 2020  
 DESIGNED BY: PC  
 DRAWN BY: CM

**BIG CREEK TECHNOLOGY CAMPUS PLAT 4**  
 EAST VISTA LAKE AVENUE, POLK CITY, IOWA  
**STORM SEWER PLAN - AS BUILT**

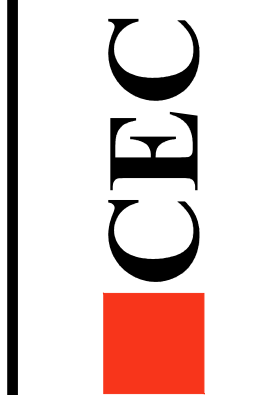
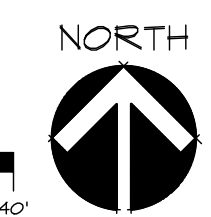
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I:\FILES\3000\30102\_C10 Drawings\Construction Documents\As-Built\06 Water\_ASB.dwg, 1/7/2022 10:30:42 AM, emdbill, 1:1



\* AS-BUILT DRAWINGS UPDATED  
 JANUARY 07, 2022

SCALE: 1"=20'



DATE:	Jan. 7, 2022
DATE OF SURVEY:	APRIL 02, 2020
DESIGNED BY:	PC
DRAWN BY:	CM

**BIG CREEK TECHNOLOGY CAMPUS FLAT 4**  
 EAST VISTA LAKE AVENUE, POLK CITY, IOWA  
**WATER MAIN PLAN - AS BUILT**

**PROFESSIONAL LAND SURVEYOR STATEMENT**

PROJECT: Big Creek Technology Campus Plat 4 and Big Creek Commons Plat 1

Prepared By: Jeffrey A. Gaddis, PLS 18381



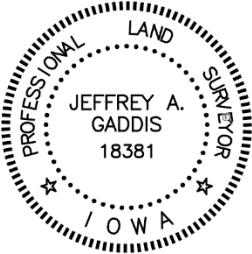
Civil Engineering Consultants, Inc.

Date: January 6, 2022

Revised:

Project No: E8102/E8479

This Professional Land Surveyor certifies that all property corners have been set for Big Creek Technology Campus Plat 4 and Big Creek Commons Plat 1 as of January 6, 2022. This certification only applies to original placement of the property corners and is not a guarantee that corners have not been removed or disturbed by others.

	<p>I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.</p> <p><i>Jeffrey A. Gaddis</i> 1/7/2022</p> <p>JEFFREY A. GADDIS, IOWA LICENSE NO. 18381 DATE MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022</p> <p>_____ THIS SHEET ONLY</p>
---	---



January 20, 2022

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

RE: BIG CREEK COMMONS PLAT 1  
ACCEPTANCE OF PUBLIC IMPROVEMENTS  
PROJECT. 121.0433.01

Dear Honorable Mayor and City Council:

The Construction Drawings for Public Improvements associated with Big Creek Commons Plat 1 were approved by City Council on June 28, 2021. As part of this project, a subdivision bond, in the amount of \$1,431,600.00, was submitted by William C. Knapp, L.C. in order to receive approval of the Final Plat prior to construction of the proposed improvements. The Final Plat was approved on June 28, 2021.

The Polk City Public Works Department provided construction observation services for all the above public improvements and finds them to have been completed in substantial conformance with the approved construction drawings and specifications, including being subject to a rideability test as conducted by the Polk City Police Department, with the exception of seeding, which has not yet been established. Snyder & Associates, Inc., provided construction administration services including review of material submittals, review of change orders, review of testing results for compliance with SUDAS and Polk City code, and preparation of punchlists for use by the Contractor and City Staff.

The developer's engineer, Civil Engineering Consultants, has provided the as-built record drawings, including as-built elevations along swale flow lines in conformance with City requirements. In addition, the developer's land surveyor has certified that the pins for all property corners have been set and all detention facilities are constructed in substantial conformance with the approved Storm Water Management Plan.

The Underground Company, Ltd. has provided a 4-year maintenance bond in the amount of \$627,000.00 for public storm sewer, public sanitary sewer, and public water main, services and associated appurtenances. Alliance Construction Group, LLC. has provided a 4-year maintenance bond in the amount of \$361,819.00 for reinforced PCC pavement, PCC sidewalk, PCC sidewalk and trail ramps, detectable warning panels, and PCC mailbox pads. The date of Council acceptance, anticipated to be January 24, 2022, will be the start date for this bond, which shall be retained in the City Clerk's files.

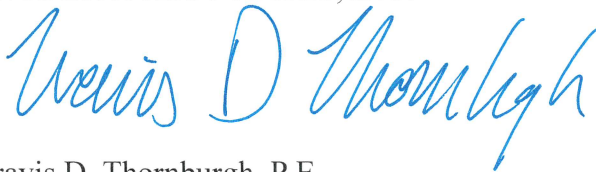
Based on this information, the Public Works Department has recommended City Council's acceptance of the public improvements associated with Big Creek Commons Plat 1, with the exception of seeding.

Based on the recommendation of Public Works, all requirements have been fulfilled for City Council's acceptance of the public improvements associated with Big Creek Commons Plat 1, with the exception of the seeding. City Council should also authorize the City Manager to release the Subdivision Bond, as submitted by William C. Knapp, L.C., upon satisfactory establishment of the seed as determined by the Public Works Department.

If you have any questions, we will be in attendance at the January 24, 2022, City Council meeting to discuss this project.

Sincerely,

SNYDER & ASSOCIATES, INC.



Travis D. Thornburgh, P.E.

cc: Chelsea Huisman, City Manager, City of Polk City  
Mike Schulte, Public Works Director, City of Polk City  
Nick Furness, Construction Observer, City of Polk City  
Kathleen Connor, City Engineering Representative, Snyder & Associates, Inc.  
Tom Wittman, Knapp Properties

**RESOLUTION NO. 2022-10**

**A RESOLUTION ACCEPTING THE PUBLIC IMPROVEMENTS FOR  
BIG CREEK COMMONS PLAT 1**

---

**WHEREAS**, the Construction Drawings for Public Improvements associated with Big Creek Commons Plat 1 were approved by City Council on June 28, 2021 and as part of this project, a subdivision bond, in the amount of \$1,431,600 was submitted by William C. Knapp, L.C. in order to receive Final Plat approval on June 28, 2021; and

**WHEREAS**, the Developer, William C. Knapp, L.C. has completed the Public Improvements, including punchlist items, installed in connection therewith Big Creek Commons Plat 1; and

**WHEREAS**, the Underground Company, Ltd. has provided a 4-year maintenance bond in the amount of \$627,000 for the public improvements associated with the public storm sewer, public sanitary sewer, and public water main, services and associated appurtenances; and

**WHEREAS**, Alliance Construction Group, LLC. has provided a 4-year maintenance bond in the amount of \$361,819 for reinforced PCC pavement, PCC sidewalk, PCC sidewalk and trail ramps, detectable warning panels, and PCC mailbox pads; and

**WHEREAS**, the start date for the maintenance period for each of the aforementioned bonds will begin on the date of Council approval of this Resolution; and

**WHEREAS**, the Developer's engineer, Civil Engineering Consultants, Inc., has provided as-built Record Drawings and certification the Storm Water Management Facilities were constructed in conformance with the approved Construction Drawings; and

**WHEREAS**, the Developer's land surveyor has certified that the pins for all property corners have been set; and

**WHEREAS**, the City Engineer provided construction administration services including review of material submittals, review of change orders, review of testing results for compliance with SUDAS and Polk City Code, preparation of punchlists for use by the Contractor and City Staff; and

**WHEREAS**, the Polk City Public Works Department has observed the construction of said public improvements and finds them to have been completed in substantial compliance with the plans and specifications, including being subject to a rideability test as conducted by the Polk City Police Department, with the exception of seeding, which has not yet been established, and recommends acceptance of said public improvements.

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Polk City, Iowa that the Public Improvements completed by the developer, William C. Knapp, L.C. in

connection with Big Creek Commons Plat 1 are hereby accepted, with the exception of seeding; and the 4-year maintenance bonds provided by said developer's contractors are hereby accepted with the date of this Resolution serving as the start date for the maintenance bonds.

**BE IT FURTHER RESOLVED**, the City Manager is authorized to release the Subdivision Bond upon satisfactory establishment of the seeding as determined by the Public Works Department.

**PASSED AND APPROVED** the 24th day January 2022.

---

Steve Karsjen, Mayor

ATTEST:

---

Jenny Coffin, City Clerk



# AS-BUILT DRAWINGS FOR PUBLIC IMPROVEMENT

## BIG CREEK COMMONS PLAT 1

### 400 EAST VISTA LAKE AVENUE POLK CITY, IOWA 50226

OFFICIAL'S  
STAMP

**UTILITIES**  
POLK CITY PUBLIC WORKS  
ADDRESS: 301 E NORTHSIDE DR, POLK CITY, IA 50226  
PHONE: (515) 984-4280

SANITARY SEWER - CITY OF POLK CITY  
STORM SEWER - CITY OF POLK CITY  
WATER - CITY OF POLK CITY

**NATURAL GAS UTILITY**  
MID AMERICAN ENERGY  
666 GRAND AVENUE  
DES MOINES, IA 50304  
CONTACT: JIM KEISLAR  
PHONE: 515-252-6472

**ELECTRIC**  
MIDAMERICAN ENERGY CORPORATION  
SARA LULON  
PHONE: (515)201-2241  
EMAIL: SLULON@MIDAMERICAN.COM

MIDLAND POWER COOPERATIVE  
NORM FANDEL  
1005 E. LINCOLN WAY  
JEFFERSON, IA 50124  
515-386-4111  
N.FANDEL@MIDLANDPOWER.COOP

**TELEPHONE**  
CENTURY LINK  
2103 E UNIVERSITY  
DES MOINES, IA 50317  
CONTACT: DAVE HARRIS  
PHONE: 303-263-1250

**BUILDING DEPARTMENT**  
112 3RD STREET  
PO BOX 426  
POLK CITY, IA 50226  
PHONE: 515-984-6233  
FAX: 515-984-6177  
SUPPORT@POLK.CITY.IA.GOV

**HEALTH DEPARTMENT**  
POLK COUNTY  
PUBLIC HEALTH DEPARTMENT  
ADDRESS: 1407 CARPENTER AVE,  
DES MOINES, IA 50314  
PHONE: (515) 286-3198  
TOLL FREE: 866-204-1300  
EMAIL: HEALTHDEPT@POLKCOUNTY.IA.GOV

**FIRE DEPARTMENT**  
112 3RD STREET  
PO BOX 426  
POLK CITY, IA 50226  
FIRE CHIEF - JIM MITCHELL  
STATION PHONE NUMBER - 515-984-6304  
FIREDEPARTMENT@POLK.CITY.IA.GOV  
WWW.POLK.CITY.IA.GOV

**DEVELOPMENT SCHEDULE**  
CLEARING & GRUBBING - JULY 2021  
UTILITIES - AUGUST 2021  
PAVEMENT - OCTOBER 2021  
FINAL GRADING - NOVEMBER 2021

**PARKLAND DEDICATION**  
REQUIRED = 949.95 S.F. / SINGLE FAMILY LOTS  
= 949.95 x 216 = 205,125 S.F.  
\*PARKLAND DEDICATION WILL BE FULFILLED WITH THE CITY'S ACQUISITION OF LOT 217.

**PAVING NOTES**

- STREETS WILL BE CONSTRUCTED WITH THE FOLLOWING PAVEMENT THICKNESSES, UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER BASED ON A GEOTECHNICAL REPORT.
- VISTA LAKE AVENUE FROM THE BEGINNING OF PAVING THROUGH THE INTERSECTION WITH NE 7TH STREET WILL BE 6" THICK.
- NE 7TH STREET WILL BE 8" THICK.
- E. VISTA LAKE BETWEEN INTERSECTION WITH NE 7TH STREET AND KNUCKLE INTERSECTION WILL BE 7" THICK.
- NE 18TH STREET WILL BE 7" THICK.
- SPRINGFIELD DRIVE WILL BE 7" THICK.
- ALL OTHER STREETS WILL BE 6" THICK.
- THE SLOPE OF NE 7TH STREET CANNOT EXCEED 5% ON CONSTRUCTION DRAWINGS.

Sheet Number	Sheet Title
01 *	COVER SHEET AS-BUILT
02	NOTES AND INFORMATION SHEET
03	DETAIL SHEET
04	GEOMETRIC SHEET
05 *	SANITARY SEWER - PLAN & PROFILE AS-BUILT
06 *	STORM SEWER PLAN & PROFILE AS-BUILT
07 *	STORM SEWER PLAN & PROFILE AS-BUILT
08	HYDRANT COVERAGE MAP
09 *	WATER MAIN PLAN & PROFILE AS-BUILT
10 *	WATER MAIN PLAN & PROFILE AS-BUILT
11	PAVING PLAN & PROFILE
12	PAVING PLAN & PROFILE
13 *	INTERSECTION DETAILS - E. VISTA AVE & NE 5TH STREET AS-BUILT
14 *	INTERSECTION DETAILS - E. VISTA AVE & NE 7TH STREET AS-BUILT
15 *	GRADING PLAN AS-BUILT
16 *	GRADING PLAN AS-BUILT

SUBMITTAL TABLE	
SUBMITTAL DATE	SUBMITTAL NOTES
MAY 19, 2021	INITIAL SUBMITTAL
JUNE 10, 2021	
JUNE 23, 2021	
JUNE 25, 2021	
JUNE 29, 2021	
AUGUST 19, 2021	REV. NE 7TH STREET & E. VISTA LAKE VIEW AVENUE VERTICAL ALIGNMENT

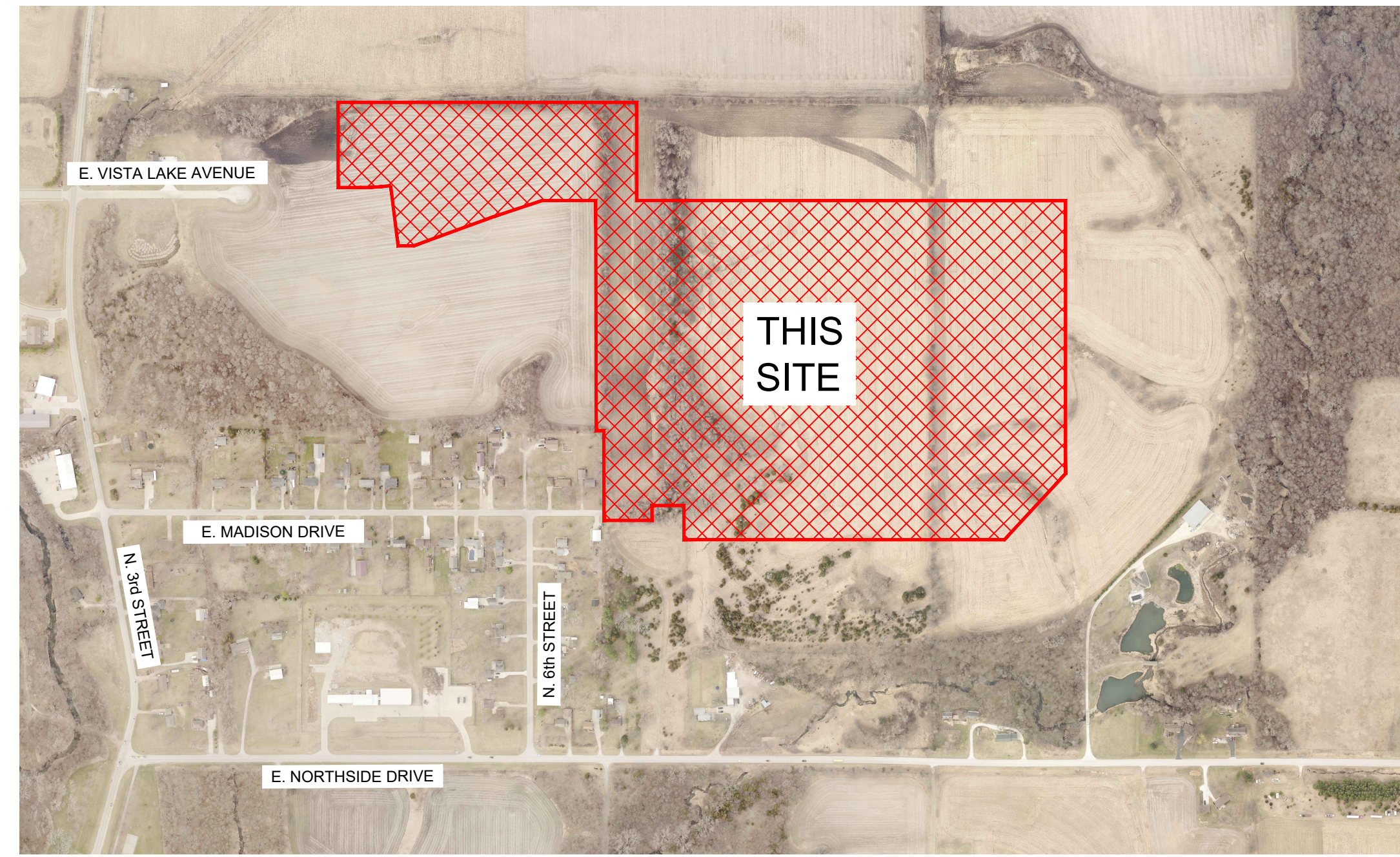
**\* AS-BUILT DRAWINGS UPDATED**  
JANUARY 07, 2022

**PARKGROUND DEDICATION:**  
226 RI-A LOTS \* 2.76 PEOPLE PER LOT \* 361 S.F. PER PERSON = 225,171.36 S.F. ROUNDED TO THE NEAREST 1,000 S.F. YIELDS 225,000 S.F. (5,1653 AC.) FOR PARKGROUND DEDICATION AS A PART OF THIS PLAT. INCLUDED IN THE PARKLAND DEDICATION ARE ANY LOTS DEDICATED TO A RECREATION TRAIL PLUS ANY EASEMENTS ON PRIVATE PROPERTY DUE TO A RECREATION TRAIL.

**LEGAL DESCRIPTION**

A PARCEL OF LAND IN PARCEL 'L', AN OFFICIAL PARCEL RECORDED IN BOOK 1294B, PAGE 264 AT THE POLK COUNTY RECORDER'S OFFICE, IN THE IN THE S1/2 OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 25 WEST AND THE S1/4 OF SECTION 31, TOWNSHIP 81, RANGE 24 WEST OF THE 5TH P.M., CITY OF POLK CITY, POLK COUNTY, IOWA THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NE CORNER OF LOT 2, BIG CREEK TECHNOLOGY CAMPUS PLAT 5, AN OFFICIAL PARCEL RECORDED IN BOOK 1812, PAGE 491-491 AT THE POLK COUNTY RECORDER'S OFFICE; THENCE S84°58'42"E, 1204.51 FEET ALONG THE NORTH LINE OF PARCEL 'L', AN OFFICIAL PLAT RECORDED IN BOOK 1294B, PAGE 264 AT THE POLK COUNTY RECORDER'S OFFICE, TO A POINT; THENCE S00°01'12"W, 345.46 FEET TO A POINT; THENCE S84°58'48"E, 1730.50 FEET TO A POINT; THENCE S00°01'12"W, 1101.04 FEET TO A POINT; THENCE S42°51'28"W, 362.86 FEET TO A POINT; THENCE N81°58'48"W, 1292.0 FEET TO A POINT; THENCE N00°01'12"E, 191.89 FEET TO A POINT; THENCE N81°58'48"W, 322.84 FEET TO THE SE CORNER OF LOT 14, DORFRANK ACRES PLAT NO 1, AN OFFICIAL PLAT RECORDED IN BOOK 'P', PAGE 89 AT THE POLK COUNTY RECORDER'S OFFICE; THENCE N00°01'15"W, 301.85 FEET ALONG THE EAST LINE OF SAID DORFRANK ACRES PLAT NO 1 TO THE NE CORNER OF SAID DORFRANK ACRES PLAT NO 1, SAID POINT ALSO BEING THE SE CORNER OF THE N1/4 S1/4 OF SAID SECTION 36; THENCE N81°58'17"W, 30.74 ALONG THE NORTH LINE OF SAID DORFRANK ACRES PLAT NO 1 TO THE SE CORNER OF LOT 1, BIG CREEK TECHNOLOGY CAMPUS PLAT 4, AN OFFICIAL PLAT RECORDED IN BOOK 1811, PAGE 142 AT THE POLK COUNTY RECORDER'S OFFICE; THENCE N00°01'14"W, 421.95 FEET ALONG THE EAST LINE OF SAID LOT 1 TO THE NE CORNER OF SAID LOT 1; THENCE N81°58'47"W, 215.75 FEET ALONG THE NORTH LINE OF SAID LOT 1 TO A POINT; THENCE S11°34'40"W, 205.63 FEET ALONG THE NORTH LINE OF SAID LOT 1 TO A POINT; THENCE S10°01'12"W, 344.14 FEET ALONG THE NORTH LINE OF SAID LOT 1 TO A POINT; THENCE N07°04'24"W, 244.30 FEET ALONG THE NORTH LINE OF SAID LOT 1 TO THE NW CORNER OF SAID DORFRANK ACRES PLAT NO 1; SAID POINT ALSO BEING THE SE CORNER OF SAID LOT 2, BIG CREEK TECHNOLOGY CAMPUS PLAT 5; THENCE N00°01'15"W, 343.45 FEET ALONG THE EAST LINE OF SAID LOT 2 TO THE POINT OF BEGINNING AND CONTAINING 69.40 ACRES MORE OR LESS.



VICINITY MAP  
1" = 500'

GENERAL LEGEND	
PROPOSED	EXISTING
--- PLAT BOUNDARY	○ LOT LINE
--- SECTION LINE	○ SANITARY/STORM MANHOLE
--- LOT LINE	○ WATER VALVE
--- CENTERLINE	○ FIRE HYDRANT
--- EASEMENT LINE	○ STORM SEWER SINGLE INTAKE
FLARED END SECTION	○ STORM SEWER DOUBLE INTAKE
○ DRAIN BASIN OR SEDIMENT RISER	○ STORM SEWER ROUND INTAKE
○ DRAIN BASIN WITH SOLID GRATE	○ FLARED END SECTION
○ WATER VALVE	○ DECIDUOUS TREE
○ FIRE HYDRANT ASSEMBLY	○ CONIFEROUS TREE
○ BLOW-OFF HYDRANT	○ SHRUB
○ SCOUR STOP MAT	○ POWER POLE
○ TURF REINFORCEMENT MAT	○ STREET LIGHT
○ STORM SEWER WITH SIZE	○ GUY ANCHOR
○ SUBDRAIN	○ ELECTRIC TRANSFORMER
○ WATER SEWER WITH SIZE	○ GAS METER
○ WATER SERVICE	○ TELEPHONE RISER
○ PROPOSED CONTOUR	○ SIGN
○ SILT FENCE	○ UNDERGROUND TELEVISION
○ ADDRESS	○ U6E UNDERGROUND ELECTRIC
○ RIPRAP	○ U6G UNDERGROUND GAS
○ B.S.L. BUILDING SET BACK LINE	○ U6F UNDERGROUND FIBER OPTIC
○ P.U.E. PUBLIC UTILITY EASEMENT	○ U6T UNDERGROUND TELEPHONE
○ M.O.E. MINIMUM OPENING ELEVATION	○ O.H.W. OVERHEAD ELECTRIC
○ M.P.E. MINIMUM PROTECTION ELEVATION	○ SAN <sup>8</sup> SANITARY SEWER WITH SIZE
○ M.B.E. MINIMUM BASEMENT ELEVATION	○ ST <sup>8</sup> STORM SEWER WITH SIZE
	○ W.M. WATER MAIN WITH SIZE
	○ EXISTING CONTOUR
	○ TREELINE

**EXISTING ZONING:**  
R-1 SINGLE FAMILY RESIDENTIAL DISTRICT  
R-1A SINGLE FAMILY RESIDENTIAL DISTRICT  
M-1 LIGHT INDUSTRIAL DISTRICT

R-1 MIN. LOT AREA - 10,000 SF  
MIN. LOT WIDTH - 80'  
SETBACKS  
FRONT - 35'  
REAR - 35'  
SIDE - 8'

R-1A MIN. LOT AREA - 6,400 SF  
MIN. LOT WIDTH - 65'  
SETBACKS  
FRONT - 30'  
REAR - 20'  
SIDE - 8'

M-1 MIN. LOT AREA - NONE  
MIN. LOT WIDTH - NONE  
SETBACKS  
FRONT - 30'  
REAR - 40'  
SIDE - NONE

**BENCHMARK** (THE VERTICAL DATUM FOR BENCHMARKS ARE ACCORDING TO THE NAVD83 VERTICAL DATUM)  
POLK COUNTY BENCHMARK 114. IN NW 1/4 OF SEC. 36-81-25, ON NW 1/4 & 66' DR, 500' E OF NW 12ND ST AN IDOT PLUS IN TOP OF THE E HEADWALL OF A RCB CULVERT.  
ELEV. = 866.03

USGS BENCH MARK BM 424.61, T-8IN, R-25W, NEAR N 16TH COR. BETWEEN SEC. 21 & 34, 31' N, 55' E & 1.1' HIGHER THAN T-DRIVE N ON CREST OF HILL IN TOP OF IN TOP CONCRETE POST; A STANDARD TABLE STAMPED '26XMC 1964 430' PAINTED 'BM 424.61'  
ELEV. = 924.58

**PROPERTY OWNER / DEVELOPER / APPLICANT:**  
WILLIAM C. KNAPP, LLC  
5000 WESTOWN PARKWAY SUITE 400  
WEST DES MOINES, IA 50266-5921  
CONTACT: TOM WITTMAN  
PH. 515-223-4000  
EMAIL: TOMWITTMAN@KNAPPFPROPERTIES.COM

**PROJECT MANAGER:**  
PAUL CLAUSEN, PE  
CIVIL ENGINEERING CONSULTANTS  
2400 86TH STREET, #12  
DES MOINES, IOWA 50322  
PH. 515-276-4884 EXT. #217  
EMAIL: CLAUSEN@CECLAC.COM

**PROFESSIONAL LAND SURVEYOR:**  
CIVIL ENGINEERING CONSULTANTS, INC.  
PH. JEFFERY A. GADDIS, PLS  
2400 86TH STREET, SUITE 12  
URBANDALE, IA 50322  
PH. 515-276-4884 EXT. 221  
EMAIL: GADDIS@CECLAC.COM

**MUNICIPALITY PLANNER:**  
KATHLEEN CONNOR  
SENIOR PLANNER  
SNYDER & ASSOCIATES, INC.  
PH. 515-464-2020  
EMAIL: KECONNOR@SNYDER-ASSOCIATES.COM

**TOTAL LAND AREA:**  
69.40 ACRES

**FLOOD ZONE**  
ZONE 'X' ACCORDING TO FEMA FLOOD INSURANCE RATE MAPS.  
COMMUNITY-PANEL #19153C0040F  
MAP REVISED FEBRUARY 1, 2019.

- NOTES**
- ALL PUBLIC IMPROVEMENTS SHALL BE CONSIDERED IN ACCORDANCE WITH 2021 SDAS DESIGN AND SPECIFICATION MANUALS.
  - ACCESS LOCATIONS ARE TO BE SHOWN AND REVIEWED AS PART OF SITE PLAN APPROVAL.
  - LOT 1 SHALL BE IN CONFORMANCE WITH POLK CITY CODE PRIOR TO FURTHER DEVELOPMENT, INCLUDING BUT NOT LIMITED TO APPROVAL OF A SITE PLAN OR ISSUANCE OF A BUILDING PERMIT.
  - ALL SETBACKS SHALL CONFORM TO THE REQUIREMENTS OF THE APPLICABLE ZONING DISTRICT(S) AT THE TIME OF FURTHER DEVELOPMENT.
  - NO ELECTRICAL TRANSFORMERS, TELEPHONE PEDESTALS, MANHOLES, HAND HOLES, OR ANY OTHER ABOVE-GROUND EQUIPMENT OR APPURTENANCES SHALL BE LOCATED WITHIN THE 10' RECREATIONAL TRAIL EASEMENT.
  - A HOMEOWNERS ASSOCIATION SHALL BE ESTABLISHED AND WILL BE RESPONSIBLE FOR ALL PRIVATE, COMMON FACILITIES INCLUDING BUT NOT LIMITED TO STORM WATER MANAGEMENT FACILITIES, AND SIMILAR ITEMS. THE HOA SHALL BE ESTABLISHED WITH THE FINAL PLAT FOR PLAT 1 OF BIG CREEK COMMONS AND AMENDED WITH SUBSEQUENT PLATS TO INCLUDE LOTS 1-216.
  - THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR ENGAGING A P.E. TO COMPLETE AN ANNUAL INSPECTION OF ALL DETENTION BASINS AND PROVIDE A REPORT TO THE CITY.
  - LOTS 'A' THRU 'D' SHALL BE DEDICATED TO THE CITY FOR RIGHT-OF-WAY PURPOSES.
  - ALL PAVING SHALL BE CONTINUOUSLY REINFORCED PCC PAVEMENT. THE PAVEMENT THICKNESS SHALL CONFORM TO THE GEOTECHNICAL AND TRAFFIC ENGINEER'S RECOMMENDATIONS. SEE PAVING NOTES.
  - ALL SIDEWALKS SHALL BE 5.0' WIDE PCC SIDEWALKS.
  - NO MORE THAN ONE DRIVEWAY SHALL BE PERMITTED FOR ANY SINGLE FAMILY LOT WITHIN THIS DEVELOPMENT. DRIVEWAY ACCESS WILL BE LIMITED TO THE LOWER ORDER STREETS.
  - SUB-DRAIN SHALL BE PROVIDED ON BOTH SIDES OF THE STREETS.
  - ALL LOTS SHALL HAVE SANITARY SERVICE LINES.
  - ALL UTILITIES SHALL BE UNDERGROUND.
  - NO INDIVIDUAL MAILBOXES WILL BE ALLOWED WITHIN THIS SUBDIVISION.
  - LOT 1 SHALL PROVIDE STREET TREES AT 40' ON CENTER IN CONJUNCTION WITH A SITE PLAN AS PER THE M-1 ZONING REQUIREMENTS OF BIG CREEK TECHNOLOGY CAMPUS.
  - A TRAFFIC IMPACT STUDY WILL BE PREPARED BY THE CITY ENGINEER PRIOR TO APPROVAL OF THE CONSTRUCTION DRAWINGS FOR BIG CREEK COMMONS PLAT 2. TRAFFIC RELATED IMPROVEMENTS RECOMMENDED BY THIS WILL BE INCORPORATED INTO THE APPLICABLE CONSTRUCTION DRAWINGS PRIOR TO THEIR APPROVAL.
  - THE CITY WILL BE RESPONSIBLE FOR PAVING THE TRAIL BETWEEN LOTS 157/16 AND ON OUTLOT 'X'.
  - ALL DETENTION FACILITIES MUST BE CONTAINED WITH AN EASEMENT GOVERNED BY A STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT. ALL STORM WATER MANAGEMENT FACILITY EASEMENTS SHOULD BE SIZED TO CONTAIN 1' ABOVE THE 100-YR HIGH WATER LEVEL.
  - IN ANY AREA WHERE A PUBLIC UTILITY EASEMENT (PUE) OVERLAPS, OR IS COINCIDENT WITH, A DESIGNATED UTILITY EASEMENT FOR SANITARY SEWER, WATER MAIN, OR STORM SEWER, THE USE OF THE PUE IS SUBORDINATE TO THE USE OF THE DESIGNATED EASEMENT FOR SANITARY SEWER, WATER MAIN OR STORM SEWER PURPOSES. UTILITIES LOCATED IN THE PUE THAT ARE IN CONFLICT WITH THE USE OF A DESIGNATED EASEMENT FOR SANITARY SEWER, WATER MAIN OR STORM SEWER PURPOSE MUST RELOCATE WITHOUT EXPENSE TO THE OWNER OF THE SANITARY SEWER, WATER MAIN OR STORM SEWER. THE USE OF THE PUE IS SUBORDINATE IN PERPETUITY INCLUDING ANY FUTURE USE OF THE EASEMENT DESIGNATED FOR SANITARY SEWER, WATER MAIN OR STORM SEWER PURPOSES.
  - DEPRESSED OVERFLOW SIDEWALKS, AND ADA RAMPS SHALL BE CONSTRUCTED WITH ASSOCIATED STREET PAVING.
  - THE SITE PLAN FOR LOT 1 WILL NEED TO ADD A HYDRANT TO ACHIEVE HYDRANT COVERAGE.
  - THE PUBLIC IMPROVEMENTS FOR BIG CREEK TECHNOLOGY CAMPUS PLAT 4 SHALL BE COMPLETED PRIOR TO, OR IN CONJUNCTION WITH, THE PUBLIC IMPROVEMENTS FOR BIG CREEK COMMONS PLAT 1.

**CERTIFICATIONS**  
\*\*\* THIS LAND SURVEYOR'S CERTIFICATION DOES NOT INCLUDE DESIGN SPOT ELEVATIONS, MINIMUM PROTECTION ELEVATIONS, MINIMUM OPENING ELEVATIONS, MINIMUM BASEMENT ELEVATIONS, DETENTION BASIN & STORM WATER EVENT ELEVATIONS, OR ANY OTHER ITEMS THAT MAY FALL UNDER THE PRACTICE OF A PROFESSIONAL CIVIL ENGINEER. \*\*\*

<p>JEFFREY A. GADDIS 18381</p>	<p>I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.</p> <p>JEFFREY A. GADDIS, IOWA LICENSE NO. 18381 DATE MY LICENSE RENEVAL DATE IS DECEMBER 31, 2022</p>
<p>PAUL J.D. CLAUSEN 23772</p>	<p>I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.</p> <p>PAUL J.D. CLAUSEN, IOWA LICENSE NO. 23772 DATE MY LICENSE RENEVAL DATE IS DECEMBER 31, 2023. PAGES OR SHEETS COVERED BY THIS SEAL.</p> <p>1-07-2022 ALL SHEETS</p>

**IOWA ONE CALL**  
1-800-292-8989  
www.iowacall.com

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2400 86th Street Unit 12 Des Moines, Iowa 50322  
515.276.4884 Fax: 515.276.7084 mail@cecclac.com

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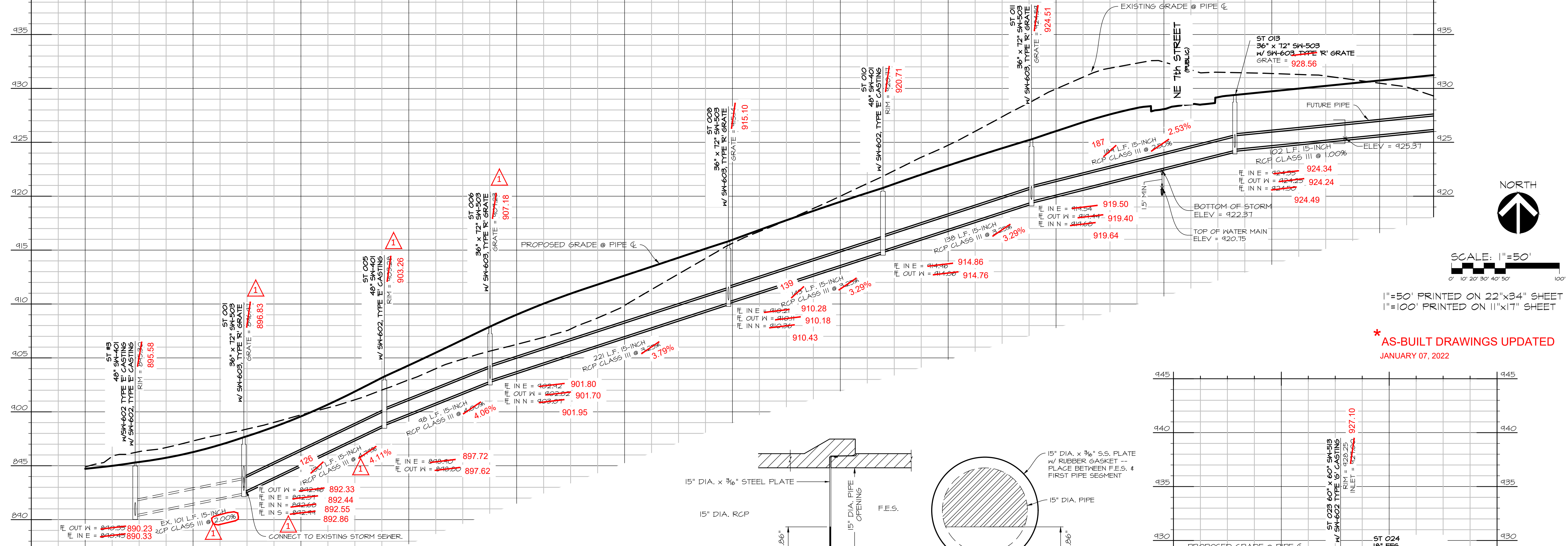
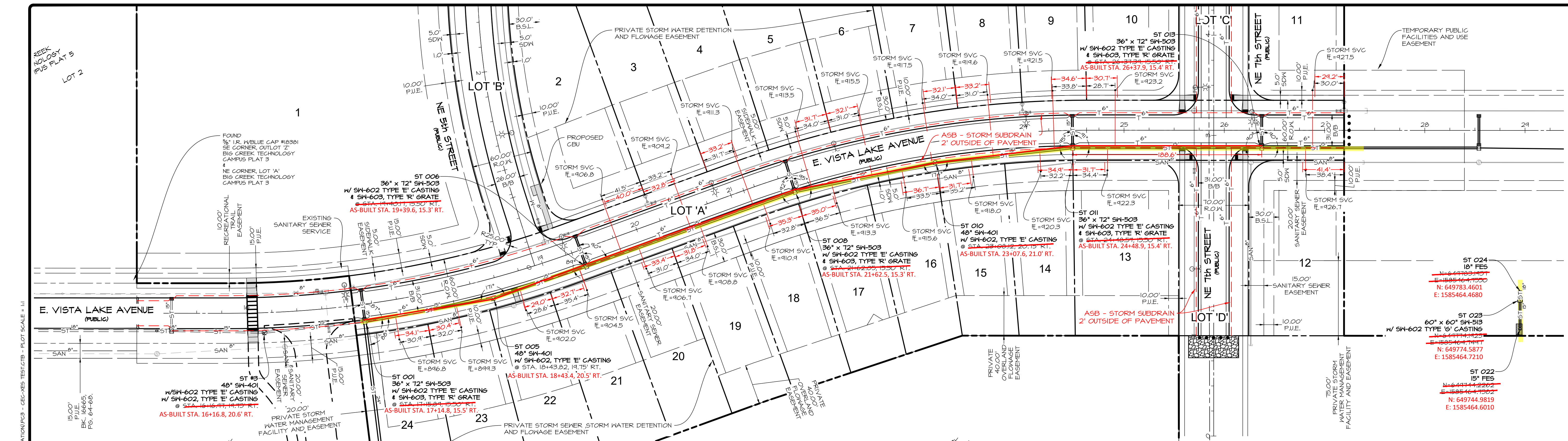
PUBLISH DATE: January 7, 2022  
DATE OF SURVEY: APRIL 02, 2020  
DESIGNED BY: PC  
DRAWN BY: MEH

**BIG CREEK COMMONS PLAT 1**  
400 EAST VISTA LAKE AVENUE, POLK CITY, IOWA 50226

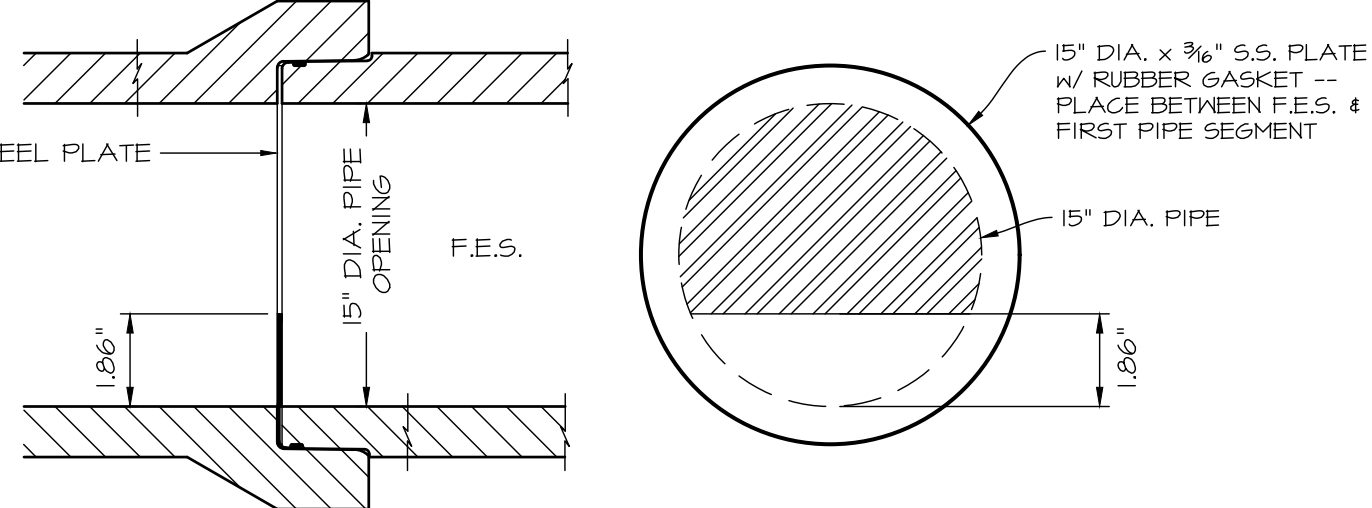
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SHEET 01 OF 16  
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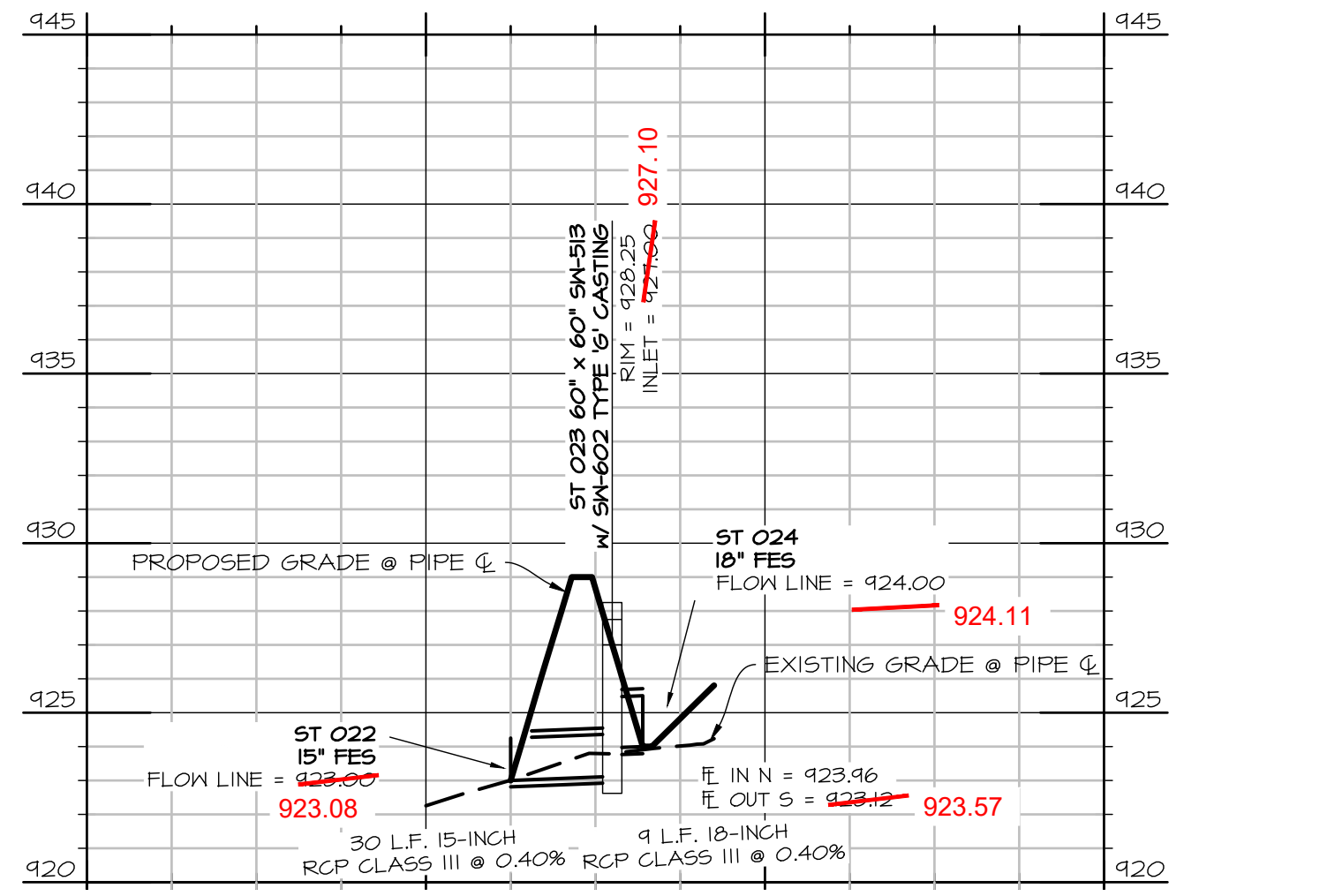




**CRITICAL CROSSING NOTE:**  
 PER IDNR GUIDELINES: WATER MAIN SHALL BE SEPARATED FROM GRAVITY SANITARY SEWER AND STORM SEWER MAINS BY HORIZONTAL DISTANCE OF AT LEAST 10 FEET. WATER MAINS CROSSING SANITARY OR STORM SEWERS SHALL BE LAID TO PROVIDE MINIMUM VERTICAL DISTANCE OF AT LEAST 18 INCHES BETWEEN OUTSIDE OF WATER MAIN AND OUTSIDE OF SEWER MAIN. WHERE STORM SEWER CROSSES OVER OR LESS THAN 18 INCHES BELOW WATER MAIN, LOCATE ONE FULL LENGTH OF SEWER PIPE OF WATER MAIN MATERIAL OR REINFORCED CONCRETE PIPE (RCP) WITH FLEXIBLE O-RING GASKET JOINTS SO BOTH JOINTS ARE AS FAR AS POSSIBLE FROM WATER MAIN.



**ST 024 ORIFICE DETAILS**  
 SCALE: NOT TO SCALE



**\* AS-BUILT DRAWINGS UPDATED**  
 JANUARY 07, 2022

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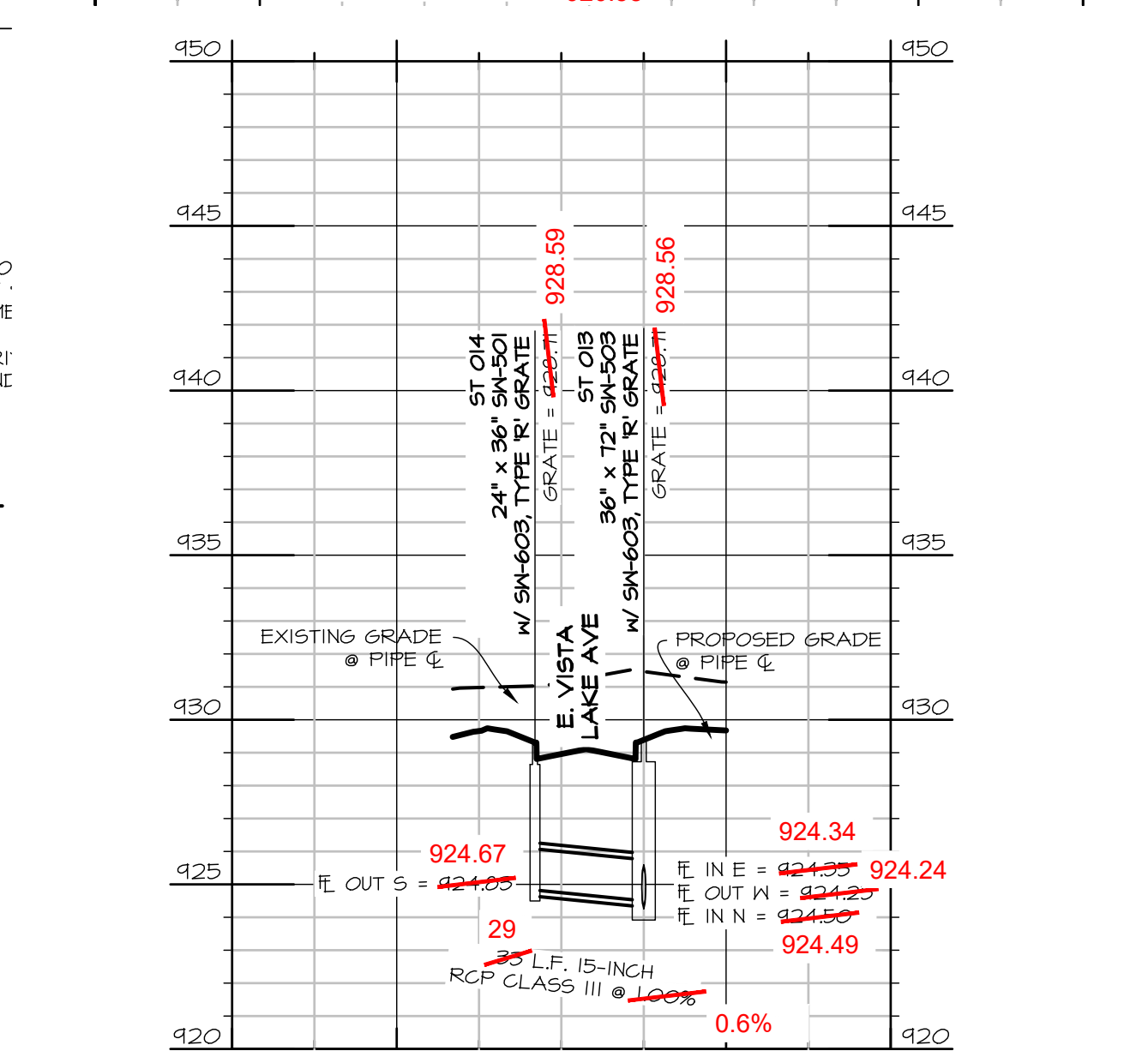
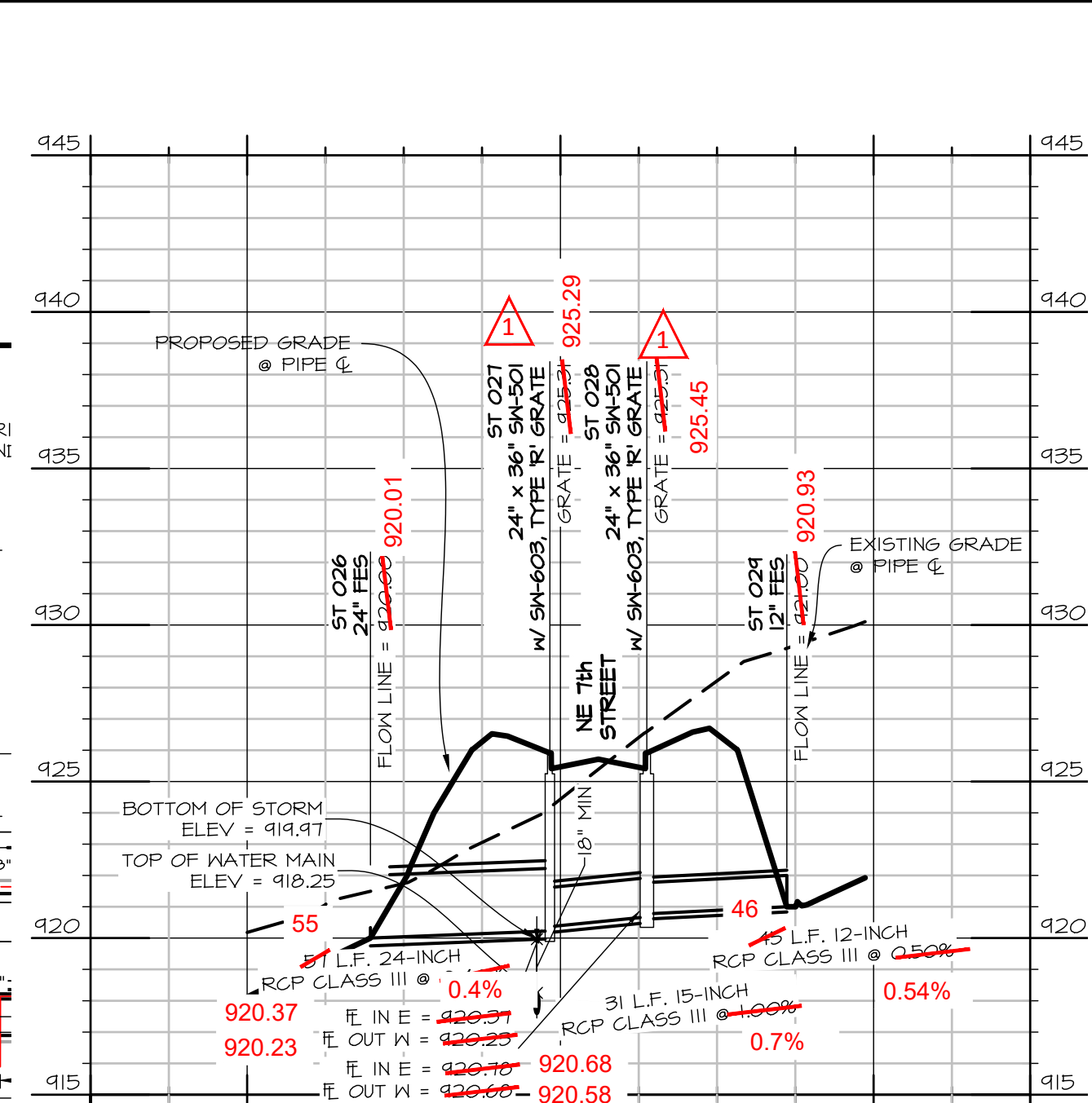
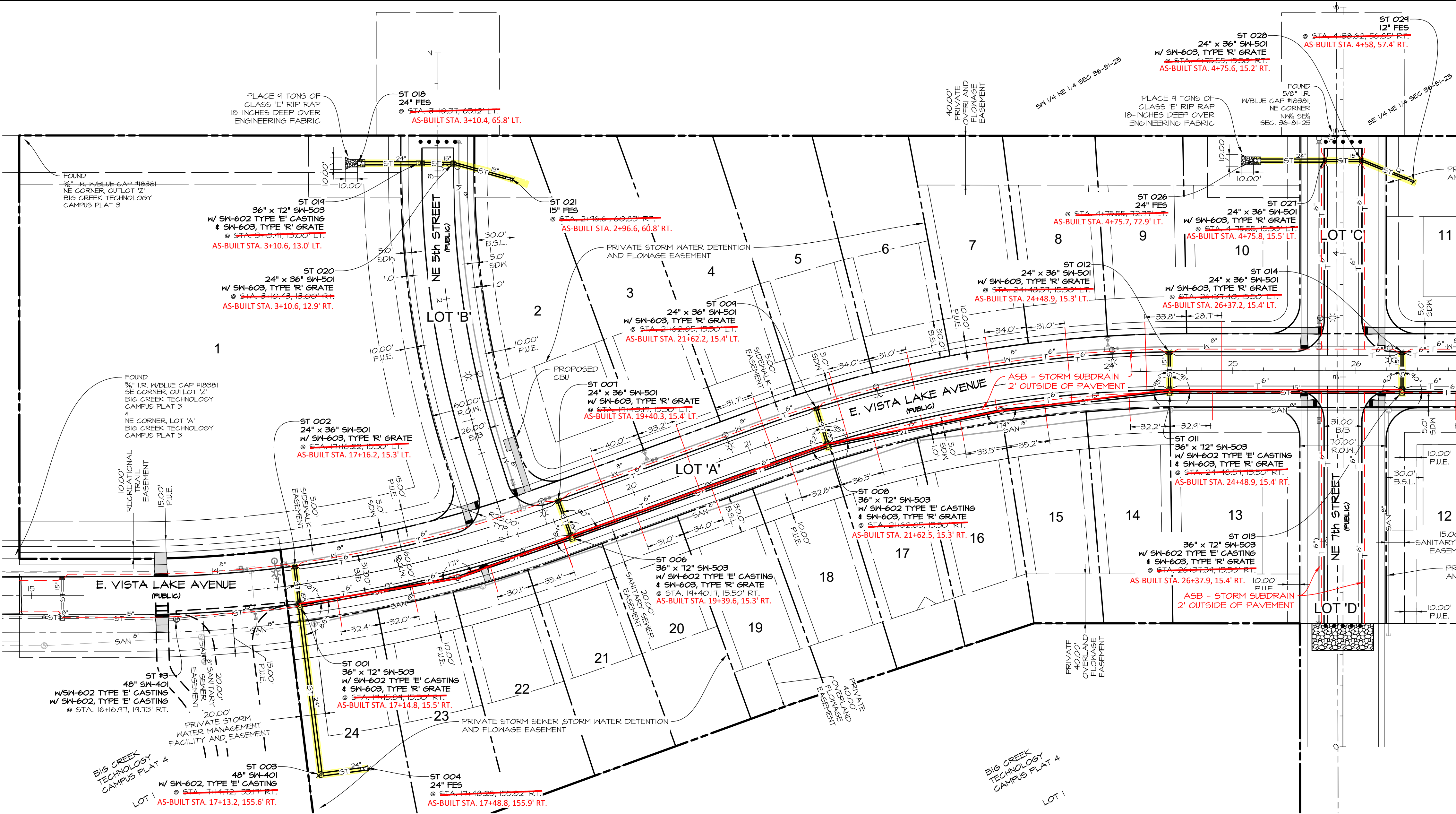
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**BIG CREEK COMMONS PLAT 1**  
 400 EAST VISTA LAKE AVENUE, POLK CITY, IOWA 50226

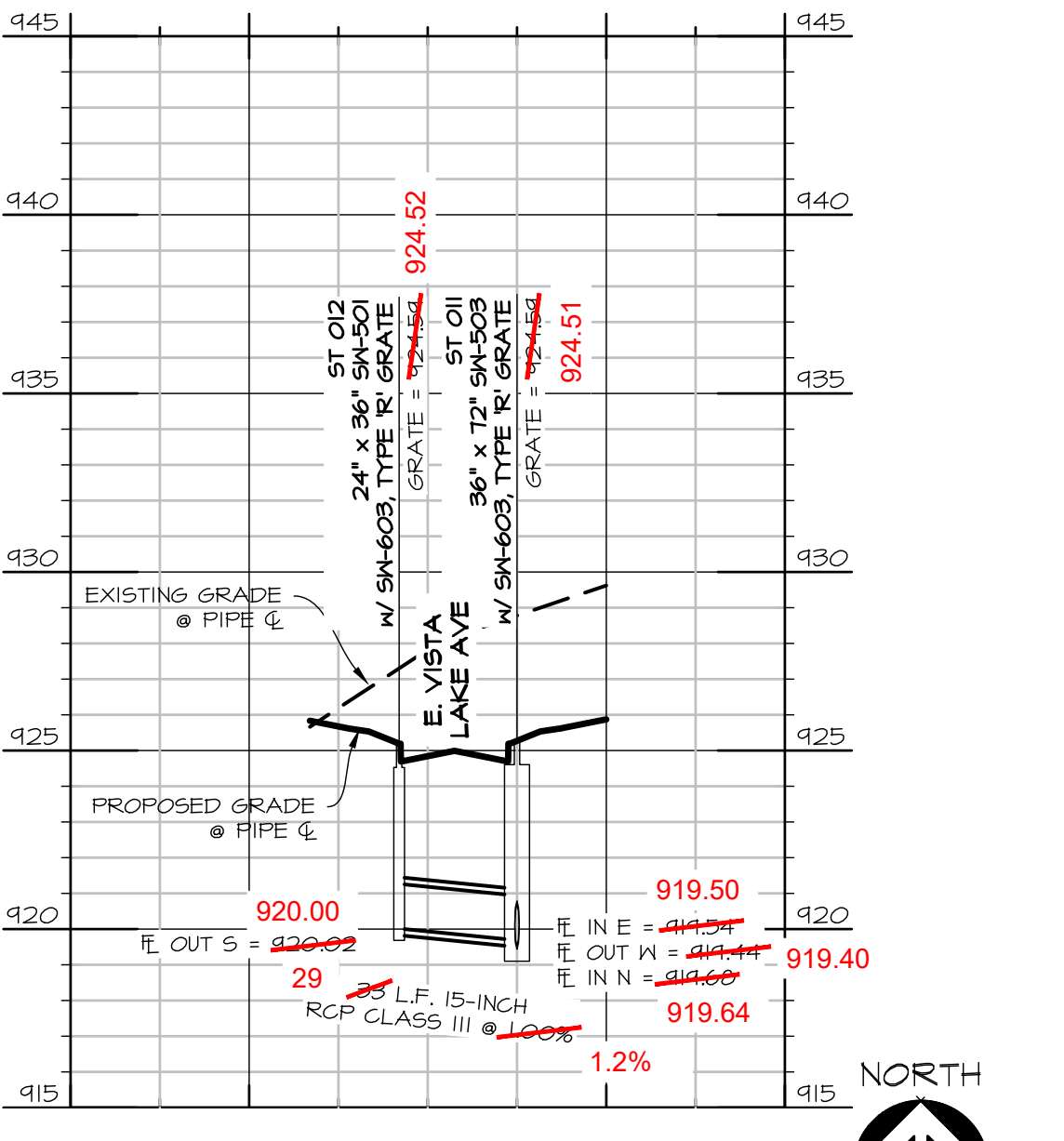
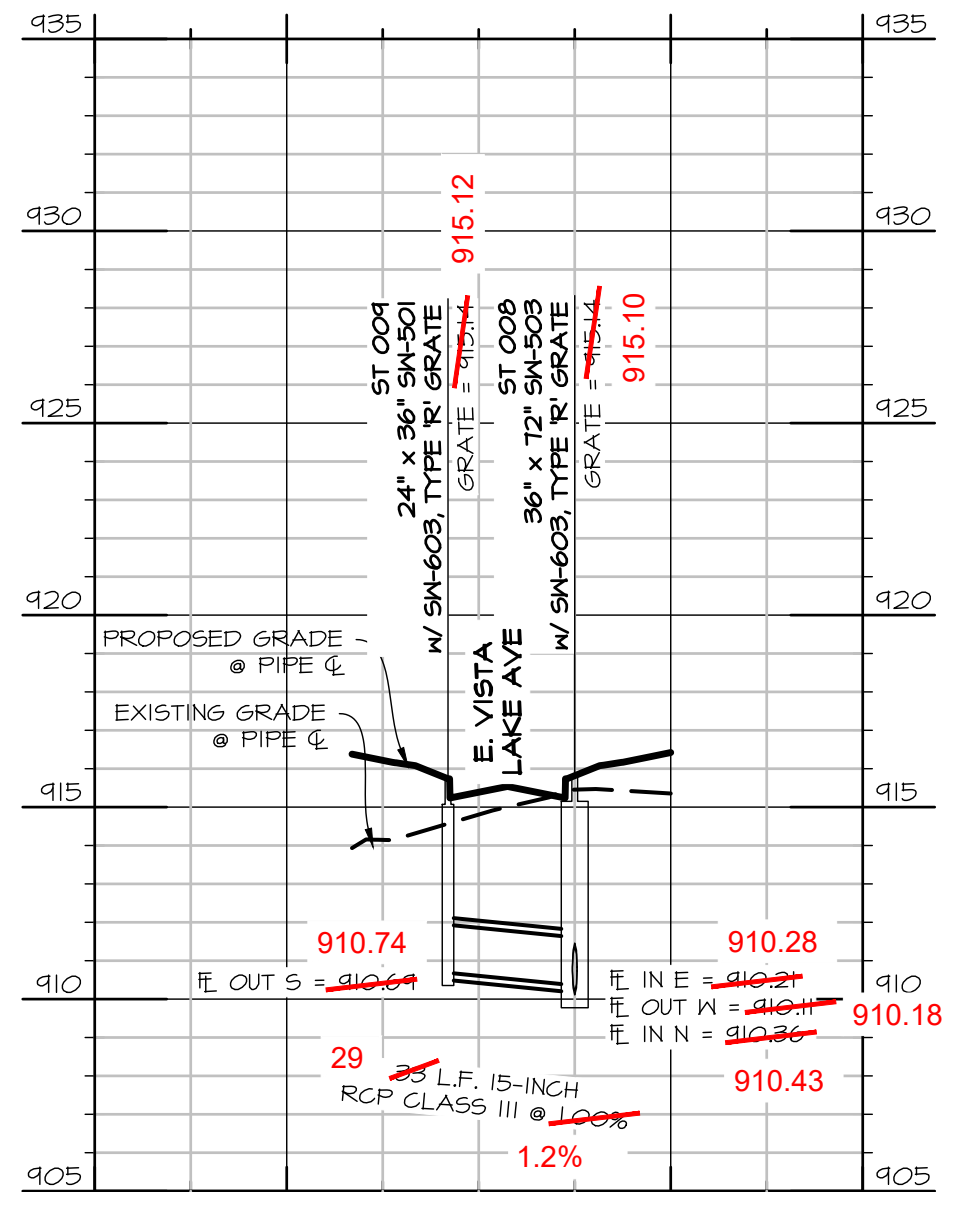
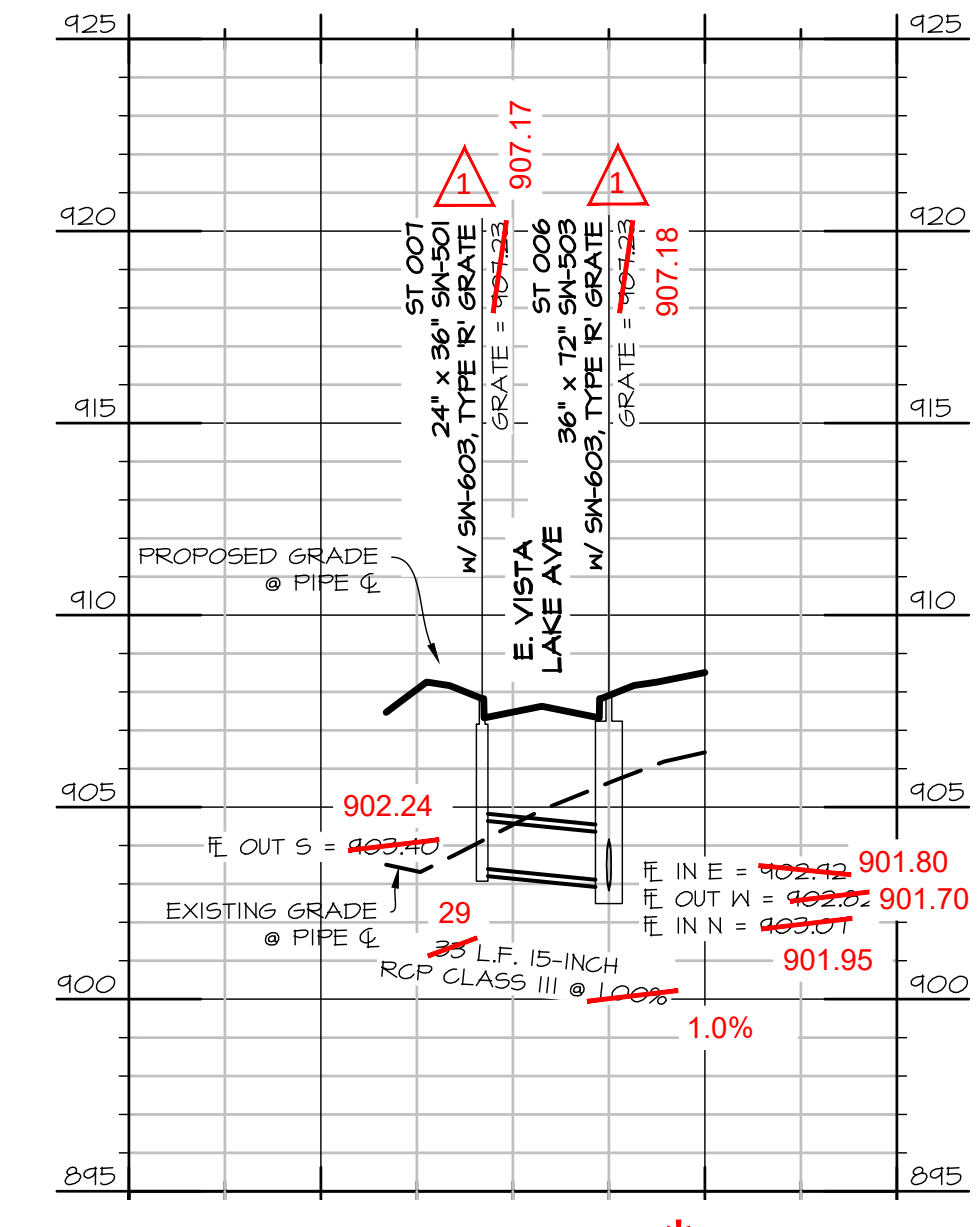
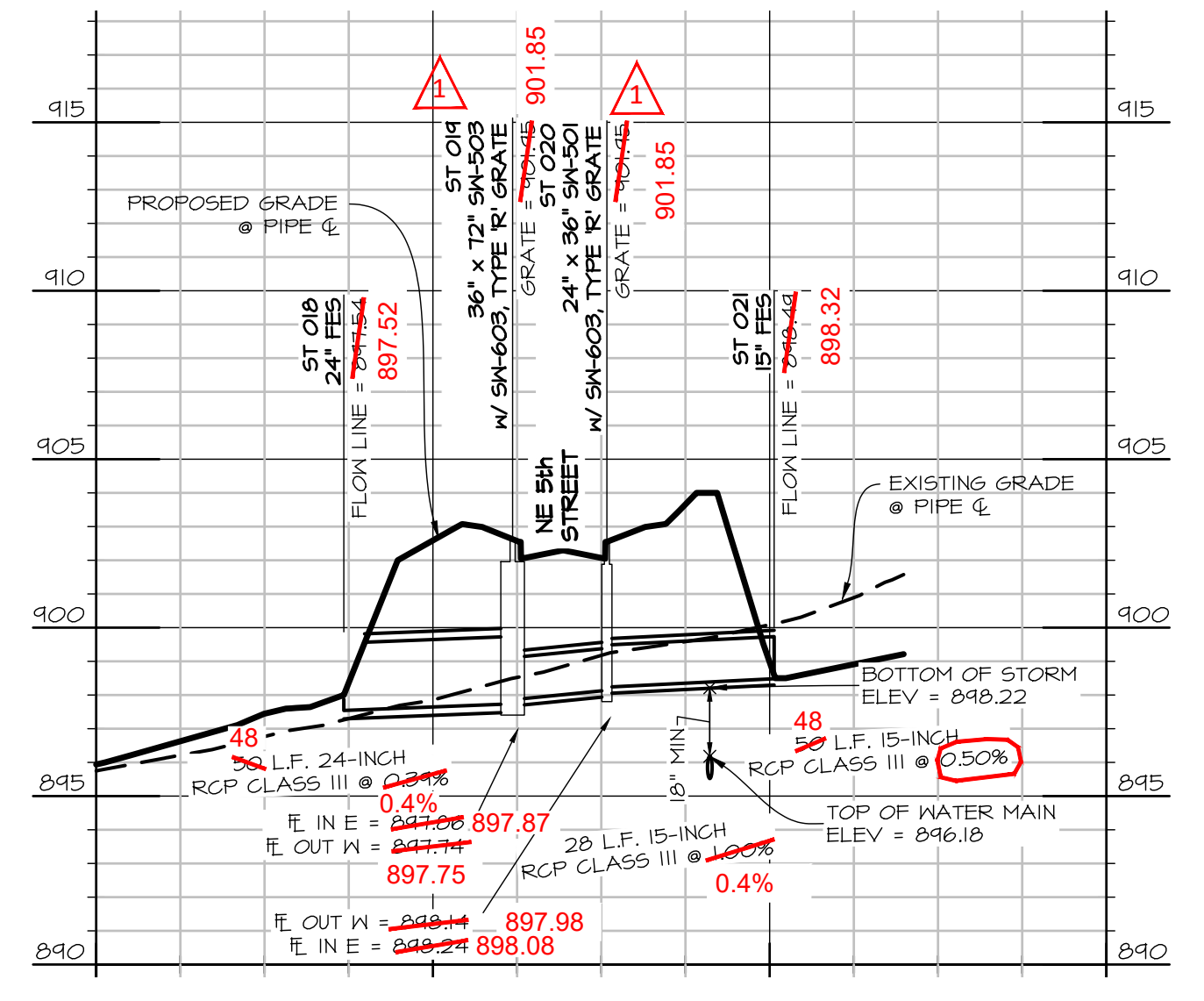
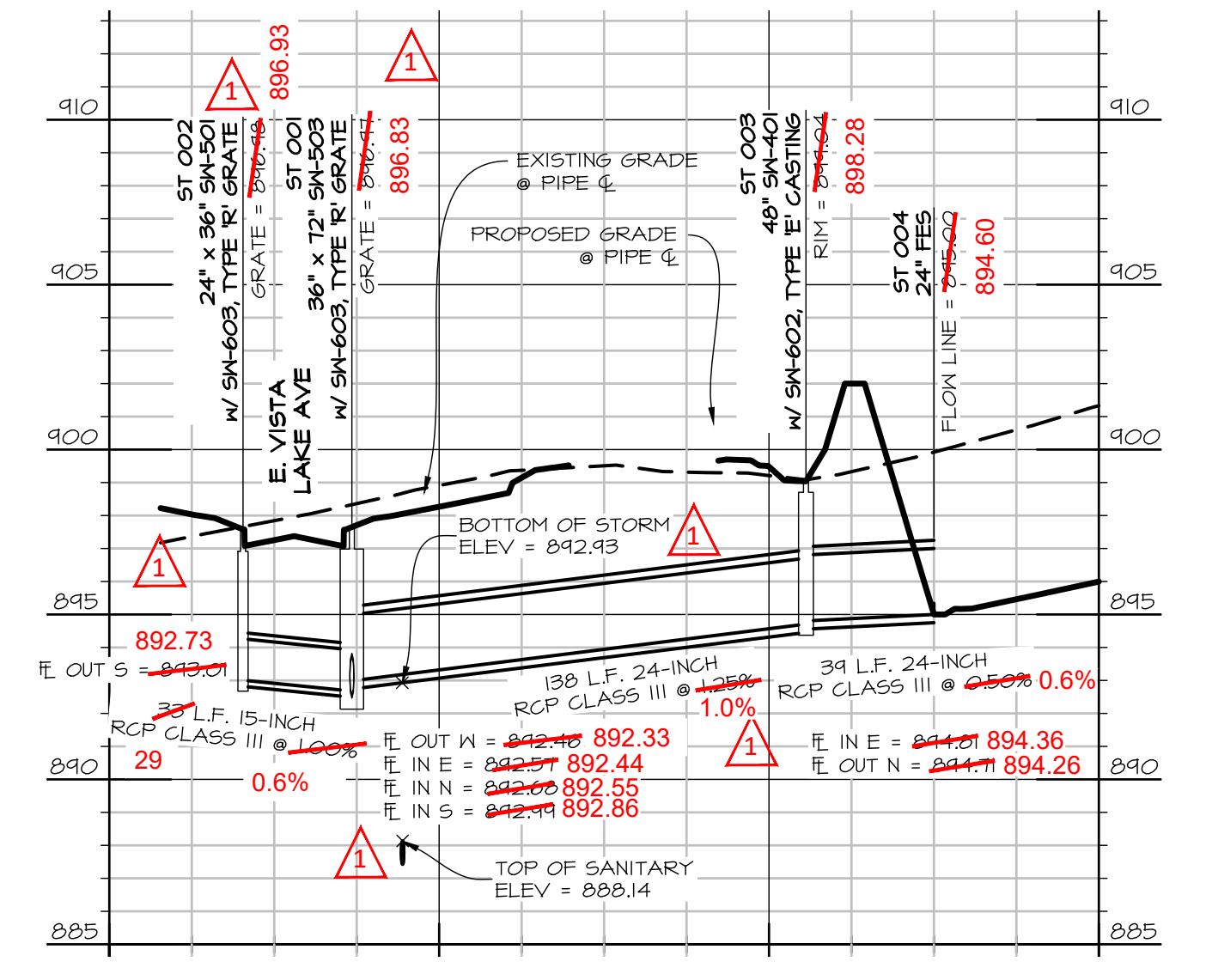
**STORM SEWER PLAN & PROFILE AS-BUILT**

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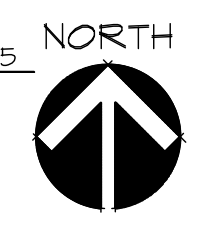
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**CRITICAL CROSSING NOTE:**  
 PER IDNR GUIDELINES: WATER MAIN SHALL BE SEPARATED FROM GRAVITY SANITARY SEWER AND STORM SEWER MAINS BY HORIZONTAL DISTANCE OF AT LEAST 10 FEET. WATER MAINS CROSSING SANITARY OR STORM SEWERS SHALL BE LAID TO PROVIDE MINIMUM VERTICAL DISTANCE OF AT LEAST 18 INCHES BETWEEN OUTSIDE OF WATER MAIN AND OUTSIDE OF SEWER MAIN. WHERE STORM SEWER CROSSES OVER OR LESS THAN 18 INCHES BELOW WATER MAIN, LOCATE ONE FULL LENGTH OF SEWER PIPE OF WATER MAIN MATERIAL OR REINFORCED CONCRETE PIPE (RCP) WITH FLEXIBLE O-RING GASKET JOINTS SO BOTH JOINTS ARE AS FAR AS POSSIBLE FROM WATER MAIN.



**\* AS-BUILT DRAWINGS UPDATED**  
 JANUARY 07, 2022



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 515.276.4884 Fax: 515.276.7084 mail@cecinc.com

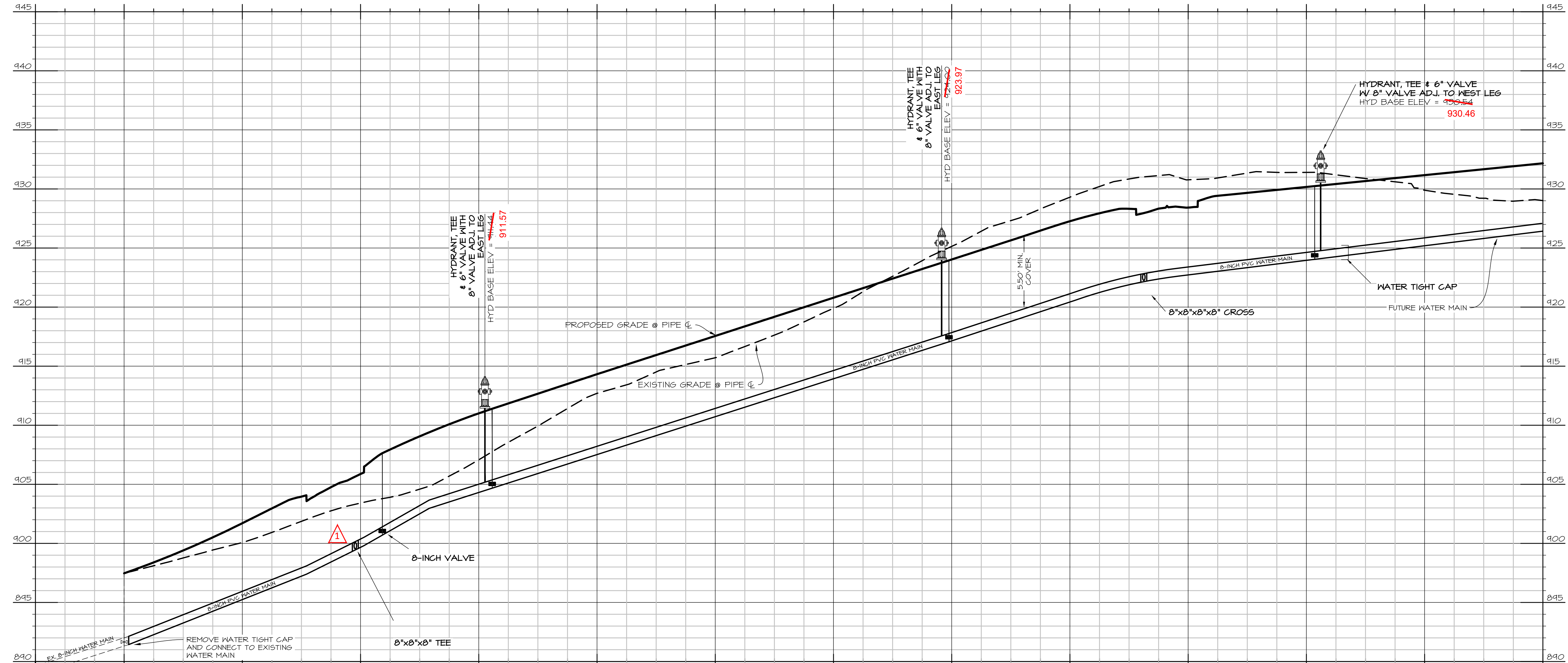
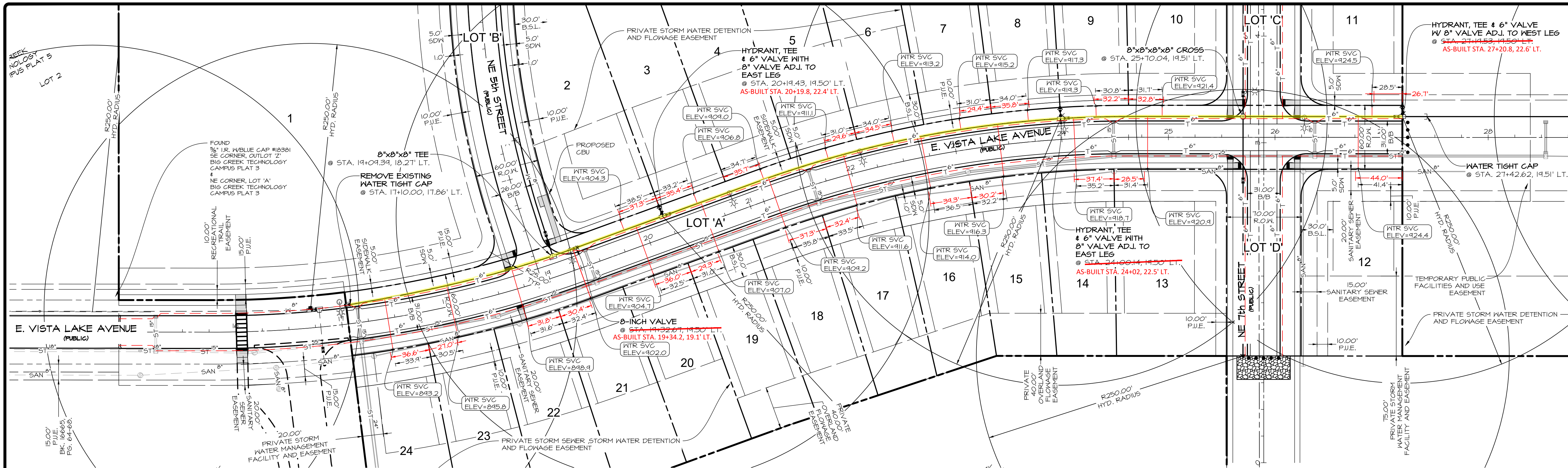
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**BIG CREEK COMMONS PLAT 1**  
 400 EAST VISTA LAKE AVENUE, POLK CITY, IOWA 50226  
**STORM SEWER PLAN & PROFILE AS-BUILT**

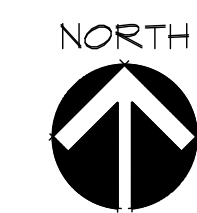
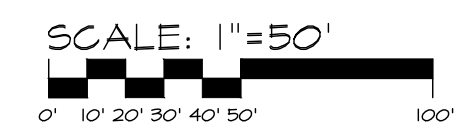
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\* AS-BUILT DRAWINGS UPDATED  
 JANUARY 07, 2022

1"=50' PRINTED ON 22"x34" SHEET  
 1"=100' PRINTED ON 11"x17" SHEET



PUBLISH DATE: January 7, 2022

DATE OF SURVEY: APRIL 02, 2020

DESIGNED BY: PC

DRAWN BY: MEH

BIG CREEK COMMONS PLAT 1  
 400 EAST VISTA LAKE AVENUE, POLK CITY, IOWA 50226

WATER MAIN PLAN & PROFILE AS-BUILT

Civil Engineering Consultants, Inc.  
 2400 86th Street Unit 12 Des Moines, Iowa 50322  
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SHEET 09 OF 16

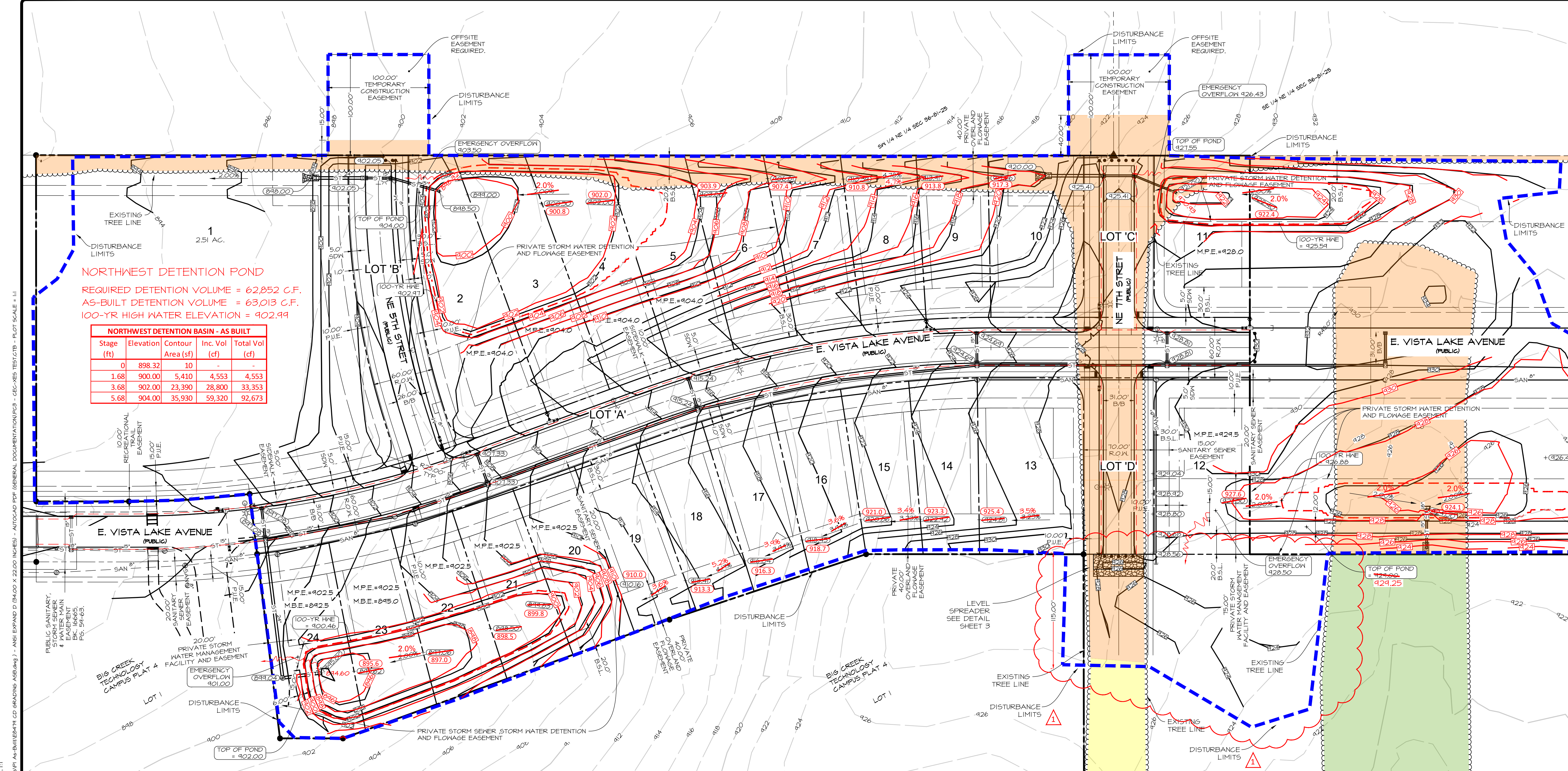
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**NORTHWEST DETENTION POND**  
 REQUIRED DETENTION VOLUME = 62,852 C.F.  
 AS-BUILT DETENTION VOLUME = 63,013 C.F.  
 100-YR HIGH WATER ELEVATION = 902.99

NORTHWEST DETENTION BASIN - AS BUILT				
Stage (ft)	Elevation	Contour Area (sf)	Inc. Vol (cf)	Total Vol (cf)
0	898.32	10	-	-
1.68	900.00	5,410	4,553	4,553
3.68	902.00	23,390	28,800	33,353
5.68	904.00	35,930	59,320	92,673

**WEST DETENTION POND**  
 REQUIRED DETENTION VOLUME = 43,284 C.F.  
 AS-BUILT DETENTION VOLUME = 53,088 C.F.  
 100-YR HIGH WATER ELEVATION = 900.46

WEST DETENTION BASIN - AS BUILT				
Stage (ft)	Elevation	Contour Area (sf)	Inc. Vol (cf)	Total Vol (cf)
0	894.60	10	-	-
1.40	896.00	1,930	1,358	1,358
3.40	898.00	8,190	10,120	11,478
5.40	900.00	15,350	23,540	35,018
7.40	902.00	20,790	36,140	71,158

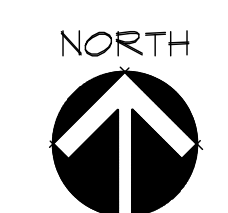
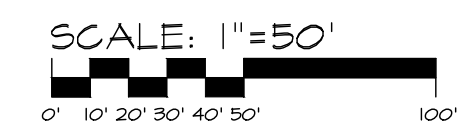
**TREES TO BE REMOVED AS PART OF THIS PHASE OF DEVELOPMENT** (Orange)

**TREES TO BE REMOVED BY OTHERS AS PART OF FUTURE COLLECTOR STREET.** (Yellow)

**TREES TO REMAIN AS PART OF THIS PHASE OF DEVELOPMENT** (Green)

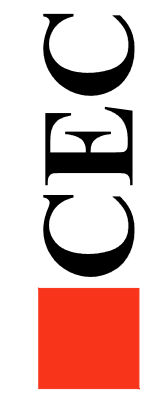
**GRADING LIMITS LINE** (Blue dashed line)

**\* AS-BUILT DRAWINGS UPDATED**  
 JANUARY 07, 2022



1"=50' PRINTED ON 22"x34" SHEET  
 1"=100' PRINTED ON 11"x17" SHEET

**Civil Engineering Consultants, Inc.**  
 2400 86th Street Unit 12 Des Moines, Iowa 50322  
 515.276.4884 Fax: 515.276.7084 mail@cecinc.com



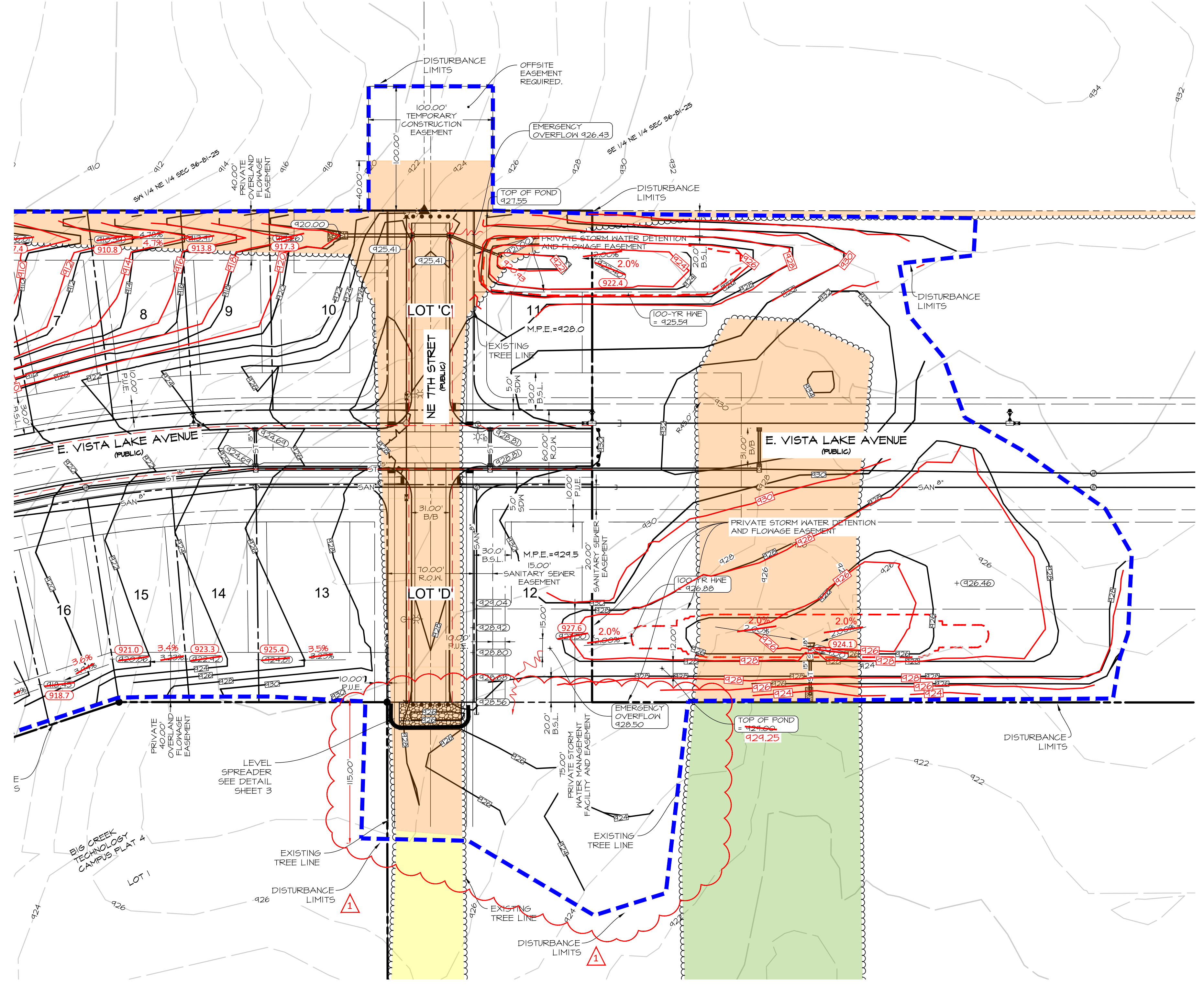
PUBLISH DATE: January 7, 2022  
 DATE OF SURVEY: APRIL 02, 2020  
 DESIGNED BY: PC  
 DRAWN BY: MEH

**BIG CREEK COMMONS PLAT 1**  
 400 EAST VISTA LAKE AVENUE, POLK CITY, IOWA 50226  
**GRADING PLAN AS-BUILT**

**SHEET**  
 1  
 OF  
 16  
 E-8474

I:\FILES\8000\8474\_CD\Drawings\Construction Documents\PT As-Built\8474\_CD GRADING ASB.dwg, 1/7/2022 9:59:41 AM, mehill, 1:1  
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 PLOT BY: MARTIN HILL - 2022/01/07 - G:\E-FILES\8000\8479\_C1D Drawings\Construction Documents\PI As-Built\8479\_CD GRADING ASB.dwg - ANSI EXPAND D (94.00 X 22.00 INCHES) - AUTOCAD PDF (GENERAL DOCUMENTATION\FPC3 - CEC-XES TEST.CTB - PLOT SCALE = 1:1)



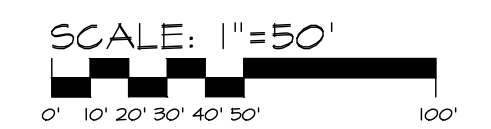
**NW CENTRAL DETENTION POND**  
 REQUIRED DETENTION VOLUME = 18,656 C.F.  
 AS-BUILT DETENTION VOLUME = 19,491 C.F.  
 100-YR HIGH WATER ELEVATION = 925.88

NW CENTRAL DETENTION BASIN - AS BUILT				
Stage (ft)	Elevation	Contour Area (sf)	Inc. Vol (cf)	Total Vol (cf)
0	920.93	10	-	-
1.07	922.00	590	321	321
3.07	924.00	4,750	5,340	5,661
5.07	926.00	9,080	13,830	19,491
6.07	927.00	11,670	10,375	29,866

**SW CENTRAL DETENTION POND**  
 REQUIRED DETENTION VOLUME = 12,441 C.F.  
 AS-BUILT DETENTION VOLUME = 28,165 C.F.  
 (AT WEIR INVERT ELEV = 927.10)  
 100-YR HIGH WATER ELEVATION = 926.34

SW CENTRAL DETENTION BASIN - AS BUILT				
Stage (ft)	Elevation	Contour Area (sf)	Inc. Vol (cf)	Total Vol (cf)
0	924.11	10	-	-
1.89	926.00	5,850	5,538	5,538
3.89	928.00	35,290	41,140	46,678
4.89	929.00	51,710	43,500	90,178
5.14	929.25	56,020	13,466	103,644

**\* AS-BUILT DRAWINGS UPDATED**  
 JANUARY 07, 2022



1"=50' PRINTED ON 22"x34" SHEET  
 1"=100' PRINTED ON 11"x17" SHEET



**Civil Engineering Consultants, Inc.**  
 2400 86th Street Unit 12 Des Moines, Iowa 50322  
 515.276.4884 Fax: 515.276.7084 mail@cecinc.com

**CEC**

PUBLISH DATE: January 7, 2022  
 DATE OF SURVEY: APRIL 02, 2020  
 DESIGNED BY: PC  
 DRAWN BY: REH

**BIG CREEK COMMONS FLAT 1**  
 400 EAST VISTA LAKE AVENUE, POLK CITY, IOWA 50226  
**GRADING PLAN AS-BUILT**

SHEET 16 OF 16  
 E-8474

January 19, 2022

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

RE: KWIK STAR #1089 ACCEPTANCE OF PUBLIC IMPROVEMENTS  
PROJECT. 119.0816.01

Dear Honorable Mayor and City Council:

The Construction Drawings for Public Improvements associated with Kwik Star #1089 were approved by City Council on June 22, 2020. These public improvements include pavement widening and median islands on Parker Boulevard and W. Bridge Road, a right-turn lane on W. Bridge Road, public storm sewers, and traffic signals at the intersection of Parker Boulevard and W. Bridge Road.

The Polk City Public Works Department provided construction observation services for all the above public improvements and finds them to have been completed in substantial conformance with the approved construction drawings and specifications. Snyder & Associates, Inc., provided construction administration services including review of material submittals, review of testing results for compliance with SUDAS and Polk City code, preparation of punchlists for use by the Contractor and City Staff, assistance regarding SUDAS requirements for asphalt paving, and assistance with traffic signal turn-on.

The developer's engineer, Sunde Engineering, PLLC, has provided the as-built record drawings, including as-built elevations along swale flow lines in conformance with the City requirements.

The developer's contractor, Baker Enterprises, Inc. has provided a 4-year maintenance bond in the amount of \$907,210.00 for public storm sewer, HMA paving, PCC curb and gutter, PCC medians, PCC sidewalks, traffic signals, pavement markings, and permanent signage. The date of Council acceptance, anticipated to be January 24, 2022, will be the start date for this bond, which shall be retained in the City Clerk's files.

Prior to completion of the public improvements, Kwik Star requested a temporary certificate of occupancy for their convenience store. City Council approved an Agreement to Complete covering the developer's responsibility to complete the public improvements. The developer had previously provided a performance bond in the amount of \$982,429.12 as security for construction, so no additional security was required for this agreement. The performance bond can be released following City Council's acceptance of the public improvements.

The Agreement to Complete also covered the developer's responsibility for constructing the private improvements in accordance with the approved Site Plan for Kwik Star #1089. The developer provided a check in the amount of \$110,000 as security for the private site improvements prior to issuance of the

temporary certificate of occupancy. The Public Works Department indicates private improvements have been completed, with the exception of installation of the permanent opaque vinyl fence abutting the homes in Bridgeview Plat 1. As a result, the City of Polk City should continue to retain the developer's security for the private improvements and hold the permanent certificate of occupancy until permanent fence installation is completed.

Based on this information, Public Works Department has recommended City Council's acceptance of the public improvements associated with Kwik Star #1089 and release of the performance bond, provided all fees have been paid to the City of Polk City. If you have any questions, we will be in attendance at the January 24, 2022, City Council meeting to discuss this project.

Sincerely,

SNYDER & ASSOCIATES, INC.



Travis D. Thornburgh, P.E.

cc: Chelsea Huisman, City Manager, City of Polk City  
Mike Schulte, Public Works Director, City of Polk City  
Nick Furness, Construction Observer, City of Polk City  
Kathleen Connor, City Engineering Representative, Snyder & Associates, Inc.  
Scott Zietlow, Kwik-Trip, Inc.

**RESOLUTION NO. 2022-11**

**A RESOLUTION ACCEPTING THE PUBLIC IMPROVEMENTS FOR  
KWIK STAR #1089**

---

**WHEREAS**, the Developer, Kwik Star has completed the Public Improvements, including punchlist items, installed in connection therewith Kwik Star #1089; and

**WHEREAS**, the Developer's contractor, Baker Enterprises, Inc., has provided the required four-year Maintenance Bond covering all the public improvements in an amount of \$907,210.00; and

**WHEREAS**, the start date for the maintenance period for the aforementioned maintenance bond will begin on the date of Council approval of this Resolution; and

**WHEREAS**, Sunde Engineering, PLLC has provided the required certified Record Drawings, including evaluation of the as-built stormwater management facilities, in conformance with the City Requirements; and

**WHEREAS**, the City Engineer provided construction administration services including review of material submittals, review of testing results for compliance with SUDAS and Polk City Code, preparation of punchlists for use by the Contractor and City Staff, assistance regarding SUDAS requirements for asphalt paving, and assistance with traffic signal turn-on and finds all items to be in order; and

**WHEREAS**, the Polk City Public Works Department has observed the construction of said public improvements and finds them to have been completed in substantial compliance with the plans and specifications and recommends acceptance of said public improvements.

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Polk City, Iowa that the Public Improvements completed by the developer, Kwik Star in connection with Kwik Star #1089 are hereby accepted.

**BE IT FURTHER RESOLVED**, the 4-year maintenance bond provided by said developer's contractors are hereby accepted, with the date of this Resolution serving as the start date for the maintenance bonds.

**PASSED AND APPROVED** the 24 day January 2022.

---

Steve Karsjen, Mayor

ATTEST:

---

Jenny Coffin, City Clerk



January 20, 2022

Honorable Mayor and City Council  
City of Polk City  
PO Box 426  
Polk City, Iowa 50226

RE: APPROVAL OF CONSTRUCTION CONTRACT AND BOND  
N. 3<sup>RD</sup> STREET AND VISTA LAKE AVENUE INTERSECTION  
IMPROVEMENTS PROJECT

Honorable Mayor and City Council:

The bid letting for the above referenced project was held by City Staff and Snyder & Associates on Tuesday, December 21, 2021. Absolute Concrete Construction, Inc. was the apparent low bidder and City Council elected to award the contract in the amount of \$1,534,961.00, with additive bid alternates totaling \$51,345.00 at their meeting on January 10, 2022.

Absolute Concrete Construction, Inc. has provided the enclosed construction contract, with required insurance certificates and Performance, Payment, and Maintenance Bond as specified within the project bid documents. The enclosed documents appear to be in order.

We recommend City Council approve the enclosed construction contract, bonds, and insurance certificates. Further, we recommend the City Council authorize the City Manager to issue the Contractor, Absolute Concrete Construction, Inc., a Notice to Proceed on this project following the conducting of a pre-construction conference with City Staff, the Project Engineer, and all subcontractors to discuss the details of the project.

We will be in attendance at the council meeting on January 24, 2022. Please feel free to let us know if you have any questions or need any additional information prior to the council meeting.

Sincerely

SNYDER & ASSOCIATES, INC.

A handwritten signature in blue ink that reads 'Travis D. Thornburgh'.

Travis D. Thornburgh, P.E.

Enclosures

cc: Chelsea Huisman, City of Polk City  
Mike Schulte, Polk City Public Works  
Kathleen Connor, Snyder & Associates  
Drew Roberts, Vice President, Absolute Concrete Construction, Inc.

\_\_\_\_\_ introduced the following resolution entitled “**RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND**” and moved that the same be adopted. \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was:

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYES: \_\_\_\_\_

\_\_\_\_\_

Whereupon, the Mayor declared the following Resolution duly adopted:

**RESOLUTION NO. 2022-12**

**RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF POLK CITY, IOWA:**

Section 1. That the following bid for the construction of certain public improvements described in general as the North 3<sup>rd</sup> Street and Vista Lake Avenue Intersection Improvements Project, described in the plans and specifications heretofore adopted by this Council on January 10, 2022, by Resolution 2022-01, be and are hereby accepted, the same being the lowest responsible, responsive bid received for said work, as follows:

- Contractor: Absolute Concrete Construction, Inc.  
Of Slater, Iowa
- Date of contract: January 24, 2022
- Amount of contract: \$1,534,961.00 with additive bid alternates totaling \$51,345.00
- Bond surety: Merchants National Bonding, Inc
- Date of bond: January 8, 2022
- Portion of project: All construction Work

**PASSED AND APPROVED** this 24th day of January 2022.

\_\_\_\_\_  
Steve Karsjen, Mayor

ATTEST:

\_\_\_\_\_  
Jenny Coffin, City Clerk

CONTRACT NO. 120.0455

DATE \_\_\_\_\_

**CONTRACT**

THIS CONTRACT, made and entered into at Polk City, Iowa this 10<sup>th</sup> day of January, 2022, by and between the City of Polk City by its Mayor, upon order of its City Council hereinafter called the "Jurisdiction," and Absolute Concrete Construction, Inc., hereinafter called the "Contractor."

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk. This contract includes all contract documents. The work under this contract shall be constructed in accordance with the SUDAS Standard Specifications, 2021 Edition, and as further modified by the supplemental specifications and special provisions included in said contract documents, and the Contract Attachment - Item 1: General, which is attached hereto. The Contractor further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law, for the time required in said contract documents, after its acceptance by the Jurisdiction.

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment - Item 2: Bid Items, Quantities, and Prices, which were proposed by the Contractor in its proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvements:

**North 3rd Street and East Vista Lake Avenue Intersection Improvements Project**

The Project includes a constructing a single lane PCC roundabout improvement at the intersection of North 3rd Street and Vista Lake Avenue in Polk City, Iowa. The project consists of 3,300 SY of 8" PCC pavement, 282 LF of 2.5' PCC curb and gutter, 239 SY of PCC Median Paving, 407 SY 8" PCC Truck Apron-colored and stamped, 541 SY of PCC sidewalks and trails, 2,037 SY 6" temporary pavement, 485 LF 15" RCP storm sewer, 598 LF of 8" and 12" PVC C900 water main, 1830 CY Class 10 excavation, 2440 CY Class 10 Excavation (Contractor Provided), subdrain, intakes and manholes, erosion control, surface restoration, roundabout interior landscaping, irrigation, 7 street lights with conductor and handholes, rectangular rapid flashing beacons, colored and stamped concrete and associated work.



The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount ONE MILLION FIVE HUNDRED EIGHTY-SIX THOUSAND THREE HUNDRED SIX AND NO/100 dollars (\$1,586,306.00), which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written notice to proceed by the Jurisdiction and to fully complete the project as follows:

**Milestone 1: Project Completion:** The Contractor shall fully complete the project in **120 WORKING DAYS**. Project completion includes all grading, pavement, utilities, pavement marking, signage, site restoration complete excluding only roundabout interior landscaping and plant maintenance items. Should the contractor fail to complete the work in this timeframe, liquidated damages of **\$1,000** per calendar day will be assessed for work not completed within the designated contract term.

**Milestone 2: Landscaping Completion:** Landscaping completion including the planting of all landscape materials and full site stabilization is required by April 22, 2023. Should the contractor fail to complete the work in this timeframe, liquidated damages of **\$500** per calendar day will be assessed for work not completed within the designated contract term. Project retention shall be reduced to landscaping items only after completion of principal project items in Milestone 1.

**Milestone 3: Plant Watering and Maintenance Period:** The planting watering and maintenance period shall consist of 180 calendar days of plant watering and maintenance beyond the completion of all landscape planting. The Contractor shall, after completion of the plant watering and maintenance period shall replace any and all dead or dying material to the satisfaction of the Engineer. Liquidated damages in the amount of **\$250** per calendar day shall be applied until all plant materials are replaced and established.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

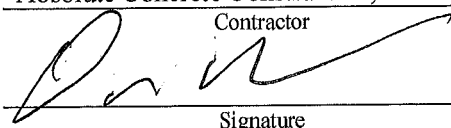
JURISDICTION

CONTRACTOR

By \_\_\_\_\_

Absolute Concrete Construction, Inc.  
Contractor

(Seal)  
ATTEST:

By  \_\_\_\_\_  
Signature

\_\_\_\_\_

Vice President  
Title

FORM APPROVED BY:

1000 West 6<sup>th</sup> Avenue  
Street Address

\_\_\_\_\_  
Attorney for Jurisdiction

Slater, Iowa 50244  
City, State, Zip Code

515-497-6140  
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C 0 8 6 0 - 6 2 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
  - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
  - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE: All signatures on this contract must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.

CORPORATE ACKNOWLEDGMENT

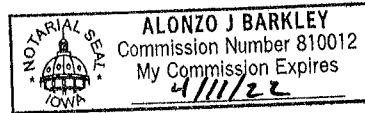
State of Iowa )  
 ) SS  
Polk County)

On this 6<sup>th</sup> day of Jan, 20 22, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, personally appeared Alton Drew Roberts and \_\_\_\_\_, to me known, who, being by me duly sworn, did say that they are the Vice Presidents and \_\_\_\_\_, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that Drew Roberts and \_\_\_\_\_ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

[Signature]  
Notary Public in and for the State of Iowa  
My commission expires 4/11, 20 22

PARTNERSHIP ACKNOWLEDGMENT

State of \_\_\_\_\_ )  
 ) SS  
\_\_\_\_\_ County)



On this \_\_\_ day of \_\_\_\_\_, 20 \_\_, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_ to me personally known, who being by me duly sworn, did say that the person is one of the partners of \_\_\_\_\_, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My commission expires \_\_\_\_\_, 20 \_\_\_\_\_

INDIVIDUAL ACKNOWLEDGMENT

State of \_\_\_\_\_ )  
 ) SS  
\_\_\_\_\_ County)

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My commission expires \_\_\_\_\_, 20\_\_\_\_

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of \_\_\_\_\_ )  
 ) SS  
\_\_\_\_\_ County)

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me a Notary Public in and for said county, personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn did say that person is \_\_\_\_\_ of said \_\_\_\_\_, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) \_\_\_\_\_, and that said instrument was signed and sealed on behalf of the said \_\_\_\_\_, by authority of its managers and the said \_\_\_\_\_ acknowledged the execution of said instrument to be the voluntary act and deed of said \_\_\_\_\_, by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My commission expires \_\_\_\_\_, 20\_\_\_\_

**CONTRACT ATTACHMENT****Project Name: North 3rd Street and East Vista Lake Avenue Intersection Improvements Project****CONTRACT ATTACHMENT: ITEM 2 - BID ITEMS AND QUANTITIES**

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices tabulated below as proposed by the Contractor in its proposal submitted in accordance with notice to bidders and notice of public hearing. All quantities are subject to revision by the Jurisdiction. Quantity changes that amount to 20% or less of the amount bid shall not affect the unit bid price.

<b>BASE BID</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNITS</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
<b>EARTHWORK</b>					
2.1	Clearing and Grubbing	LS	1	\$ 9,000.00	\$ 9,000.00
2.2	Topsoil, On-Site, 6" Depth	CY	1515	\$ 21.75	\$ 32,951.25
2.3	Topsoil, Compost Amended, Contractor Provided	CY	503	\$ 17.50	\$ 8,802.50
2.4	Excavation, Class 10, Roadway and Borrow	CY	1830	\$ 3.80	\$ 6,954.00
2.5	Excavation, Class 10, Contractor Provided	CY	2440	\$ 30.00	\$ 73,200.00
2.6	Below Grade Excavation (Core Out)	CY	1000	\$ 40.30	\$ 40,300.00
2.7	Subgrade Preparation, 12" Depth	SY	4826	\$ 2.50	\$ 12,065.00
2.8	Subgrade Treatment, Geogrid, Triangular	SY	1500	\$ 4.50	\$ 6,750.00
2.9	Subbase, Modified, 8" Depth	SY	3530	\$ 13.50	\$ 47,655.00
2.10	Subbase, Special Backfill, 8" Depth	SY	1296	\$ 13.50	\$ 17,496.00
2.11	Removal of Structure, 15" Pipe Apron	EA	2	\$ 350.00	\$ 700.00
2.12	Removal of Known Pipe Culvert, RCP, 15"	LF	102	\$ 19.00	\$ 1,938.00
2.13	Removal of Known Pipe Culvert, RCP, 24"	LF	24	\$ 28.00	\$ 672.00
2.14	Compaction Testing	LS	1	\$ 5,000.00	\$ 5,000.00
2.15	Granular Shoulder, 8" Depth	TON	104	\$ 39.50	\$ 4,108.00
2.16	Temporary Granular Surfacing	TON	150	\$ 37.00	\$ 5,550.00
<b>TRENCH EXCAVATION AND BACKFILL</b>					
3.1	Trench Compaction	LS	1	\$ 3,000.00	\$ 3,000.00

<b>SEWERS AND DRAINS</b>					
4.1	Storm Sewer, Trenched, RCP, 15" Dia.	LF	463	\$ 74.75	\$ 34,609.25
4.2	Removal of Storm Sewer, PVC Subdrain, 6" Dia.	LF	76	\$ 12.50	\$ 950.00
4.3	Removal of Storm Sewer, CMP, 15"	LF	312	\$ 16.00	\$ 4,992.00
4.4	Removal of Storm Sewer, RCP, 15"	LF	67	\$ 18.00	\$ 1,206.00
4.5	Storm Sewer, Abandonment, Fill and Plug	LF	23	\$ 96.25	\$ 2,213.75
4.6	Temporary Pipe Culvert, Trenched, CMP, 15" Dia.	LF	312	\$ 66.75	\$ 20,826.00
4.7	Pipe Apron, Guard, & Footing, RCP 15"	EA	1	\$ 3,150.00	\$ 3,150.00
4.8	Subdrain, Corrugated PVC, 6" Dia.	LF	801	\$ 21.00	\$ 16,821.00
4.9	Subdrain Cleanouts, Type A-1	EA	3	\$ 950.00	\$ 2,850.00
4.10	Subdrain Outlets and Connections, 6" Dia.	EA	11	\$ 555.00	\$ 6,105.00
4.11	Subdrain Outlets and Connections, 6" Dia. DR-305 Type A	EA	2	\$ 635.00	\$ 1,270.00
4.12	SW-211, Connect Existing Pipe to Structure	EA	1	\$ 2,325.00	\$ 2,325.00
<b>WATER MAIN AND APPURTENANCES</b>					
5.1	Water Main, Trenched, PVC C900, 8"	LF	264	\$ 54.00	\$ 14,256.00
5.2	Water Main, Trenched, PVC C900, 12"	LF	342	\$ 84.00	\$ 28,728.00
5.3	Fitting, 22.5 Degree Bend, 8"	EA	2	\$ 707.00	\$ 1,414.00
5.4	Fitting, 45 Degree Bend, 8"	EA	3	\$ 775.00	\$ 2,325.00
5.5	Fitting, 45 Degree Bend, 12"	EA	4	\$ 1,150.00	\$ 4,600.00
5.6	Fitting, 90 Degree Bend, 8"	EA	1	\$ 750.00	\$ 750.00
5.7	Fitting, Cross, 12" x 8"	EA	1	\$ 1,705.00	\$ 1,705.00
5.8	Water Service Stub, 3/4" Copper, With Corporation, Curb Stop and Box	EA	1	\$ 1,945.00	\$ 1,945.00
5.9	Water Service, 3/4", to Median w/ Meter and Backflow Prevention Device	LS	1	\$ 8,225.00	\$ 8,225.00
5.10	Valve, Gate, 8"	EA	3	\$ 2,195.00	\$ 6,585.00

5.11	Valve, Gate, 12"	EA	1	\$	3,510.00	\$	3,510.00
5.12	Valve, Gate, Hot Tap, 12"	EA	2	\$	8,900.00	\$	17,800.00
5.13	Fire Hydrant Assembly	EA	2	\$	6,350.00	\$	12,700.00
5.14	Flushing Device, Blowoff	EA	1	\$	2,780.00	\$	2,780.00
5.15	Fire Hydrant Assembly Removal	EA	1	\$	600.00	\$	600.00
5.16	Removal of Water Main	LF	490	\$	24.50	\$	12,005.00
5.17	Connection to Existing Water Main, Cut-In	EA	2	\$	2,675.00	\$	5,350.00
<b>STRUCTURES FOR SANITARY AND STORM</b>							
6.1	Manhole, SW-401, 48" Diameter	EA	4	\$	4,255.00	\$	17,020.00
6.2	Intake, SW-507S	EA	2	\$	4,650.00	\$	9,300.00
6.3	Intake, SW-507L	EA	4	\$	4,650.00	\$	18,600.00
6.4	Manhole Adjustment, Minor	EA	1	\$	475.00	\$	475.00
6.5	Manhole Adjustment, Major	EA	2	\$	2,516.00	\$	5,032.00
6.6	Remove Intake	EA	1	\$	715.00	\$	715.00
<b>STREETS AND RELATED WORK</b>							
7.1	Pavement, PCC, 8" Depth	SY	3400	\$	90.00	\$	306,000.00
7.2	Median Curb, PCC, 6" Height, 12" Width, Dowelled	LF	124	\$	60.00	\$	7,440.00
7.3	Curb and Gutter, 2.5' Width, 6" Standard Curb, Dowelled	LF	282	\$	50.00	\$	14,100.00
7.4	Curb and Gutter, 2.0' Width, 6" Standard Curb	LF	111	\$	60.00	\$	6,660.00
7.5	PCC Median, Truck Apron, 8" Depth, Colored and Stamped	SY	406	\$	200.00	\$	81,200.00
7.6	Raised PCC Median Pavement, 6" Depth	SY	214	\$	80.00	\$	17,120.00
7.7	PCC Median Paving, 8" Depth, Dowelled	SY	44	\$	150.00	\$	6,600.00
7.8	PCC Pavement Samples and Testing	LS	1	\$	5,000.00	\$	5,000.00
7.9	HMA Base Widening, 8" Depth	SY	193	\$	74.50	\$	14,378.50
7.10	HMA Overlay, Levelling Course, 1/2" PG-58-28S	TON	45	\$	143.00	\$	6,435.00
7.11	Removal of Sidewalk	SY	145	\$	11.00	\$	1,595.00
7.12	Sidewalk, PCC, 4" Depth	SY	112	\$	60.00	\$	6,720.00
7.13	Shared Use Path, PCC, 5" Depth	SY	332	\$	55.00	\$	18,260.00
7.14	Sidewalk, PCC, 6" Depth	SY	96	\$	70.00	\$	6,720.00
7.15	Detectable Warning	SF	162	\$	50.00	\$	8,100.00

7.16	Pavement Removal	SY	4800	\$	11.00	\$	52,800.00
7.17	Milling, Variable Depth	SY	160	\$	20.00	\$	3,200.00
7.18	Temporary Roadway Pavement	SY	1950	\$	33.75	\$	65,812.50
7.19	Temporary Pavement Patch	SY	84	\$	130.00	\$	10,920.00
<b>TRAFFIC CONTROL</b>							
8.1	Temporary Traffic Signal	LS	1	\$	8,500.00	\$	8,500.00
8.2	Painted Pavement Markings, Solvent/Waterborne	STA	16.5	\$	90.00	\$	1,485.00
8.3	Painted Pavement Markings, Durable	STA	27.5	\$	300.00	\$	8,250.00
8.4	Grooves Cut for Pavement Markings	STA	27.5	\$	150.00	\$	4,125.00
8.5	Pavement Markings Removed	STA	4.5	\$	250.00	\$	1,125.00
8.6	Temporary Traffic Control	LS	1	\$	9,400.00	\$	9,400.00
8.7	Street Lighting System	LS	1	\$	79,494.00	\$	79,494.00
8.8	Street Signs	LS	1	\$	10,200.00	\$	10,200.00
8.9	Flaggers	CDAY	20	\$	650.00	\$	13,000.00
8.10	Portable Dynamic Message Sign (PDMS)	CDAY	45	\$	75.00	\$	3,375.00
8.11	Rectangular Rapid Flashing Beacons (North Pedestrian Crossing)	LS	1	\$	19,095.00	\$	19,095.00
<b>SITE WORK AND LANDSCAPING</b>							
9.1	Conventional Seeding, Fertilizing, Mulching, Type 1	ACRE	1.5	\$	6,000.00	\$	9,000.00
9.2	Conventional Seeding, Fertilizing, Mulching, Type 4	ACRE	1.5	\$	3,000.00	\$	4,500.00
9.3	Large Shrub, #5 Container, With Warranty	EA	17	\$	85.00	\$	1,445.00
9.4	Native Forb, Plugs 5" Dx2.25" W, With Warranty	EA	1400	\$	12.00	\$	16,800.00
9.5	Native Grass Seeding and Mulching	LS	1	\$	1,200.00	\$	1,200.00
9.6	Plant Maintenance and Watering	LS	1	\$	2,500.00	\$	2,500.00
9.7	Median Electrical Service	LS	1	\$	7,025.00	\$	7,025.00
9.8	PCC Maintenance Curb, 12", Colored	LF	73	\$	85.00	\$	6,205.00
9.9	Stormwater Pollution Prevention Plan (SWPPP) Preparation	LS	1	\$	1,250.00	\$	1,250.00
9.10	Stormwater Pollution Prevention Plan (SWPPP) Management	LS	1	\$	5,500.00	\$	5,500.00
9.11	Filter Sock, 9" Diameter	LF	1600	\$	1.75	\$	2,800.00



9.12	Filter Sock, Removal	LF	1600	\$	0.25	\$	400.00
9.13	Temporary RECP, Type 2C	SY	120	\$	4.50	\$	540.00
9.14	Remove Existing Rip Rap	LS	1	\$	1,450.75	\$	1,450.75
9.15	Rip Rap, Class D Revetment	TON	62	\$	75.00	\$	4,650.00
9.16	Stabilized Construction Entrance	SY	445	\$	11.50	\$	5,117.50
9.17	Silt Fence or Silt Fence Ditch Check	LF	3200	\$	1.75	\$	5,600.00
9.18	Silt Fence or Silt Fence Ditch Check, Removal of Sediment	LF	3200	\$	0.05	\$	160.00
9.19	Silt Fence or Silt Fence Ditch Check, Removal of Device	LF	3200	\$	0.05	\$	160.00
9.20	Inlet Protection Device, Open Throat	EA	6	\$	150.00	\$	900.00
9.21	Inlet Protection Device, Maintenance	EA	12	\$	50.00	\$	600.00
9.22	Chain Link Fence, Black Vinyl Chain Link, 42"	LF	94	\$	57.00	\$	5,358.00
<b>MISCELLANEOUS</b>							
11.1	Mobilization	LS	1	\$	100,000.00	\$	100,000.00
11.2	Concrete Washout	LS	1	\$	2,000.00	\$	2,000.00
11.3	Remove Existing Monument Sign (Parcel 2)	LS	1	\$	1,195.00	\$	1,195.00
11.4	Remove Existing Monument Sign (Parcel 4)	LS	1	\$	1,615.00	\$	1,615.00

**TOTAL CONSTRUCTION COST BASE BID: \$ 1,534,961.00**

**ADDITIVE BID ALTERNATES**

A	Rectangular Rapid Flashing Beacons (East Pedestrian Crossing)	LS	1	\$	19,095.00		19,095.00
<b>TOTAL ADDITIVE ALTERNATE BID ITEMS A: \$</b>							<b>19,095.00</b>
B	Median Pavement: Add Stamped Texture and Integral Color	SY	258	\$	125.00		32,250.00
<b>TOTAL ADDITIVE ALTERNATE BID ITEMS B: \$</b>							<b>32,250.00</b>
<b>TOTAL CONTRACT: \$</b>							<b>\$1,586,306.00</b>

**PERFORMANCE, PAYMENT, AND MAINTENANCE BOND**

KNOW ALL BY THESE PRESENTS:

That we, Absolute Concrete Construction, Inc., as Principal (hereinafter the "Contractor" or "Principal" and Merchants National Bonding, Inc., as Surety are held and firmly bound unto City of Polk City, as Obligee (hereinafter referred to as "the Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of ONE MILLION FIVE HUNDRED EIGHTY-SIX THOUSAND THREE HUNDRED SIX AND NO/100 dollars (\$1,586,306.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 10<sup>th</sup> day of January, 2022, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

**North 3rd Street and East Vista Lake Avenue Intersection Improvements Project**

The Project includes a constructing a single lane PCC roundabout improvement at the intersection of North 3rd Street and Vista Lake Avenue in Polk City, Iowa. The project consists of 3,300 SY of 8" PCC pavement, 282 LF of 2.5' PCC curb and gutter, 239 SY of PCC Median Paving, 407 SY 8" PCC Truck Apron-colored and stamped, 541 SY of PCC sidewalks and trails, 2,037 SY 6" temporary pavement, 485 LF 15" RCP storm sewer, 598 LF of 8" and 12" PVC C900 water main, 1830 CY Class 10 excavation, 2440 CY Class 10 Excavation (Contractor Provided), subdrain, intakes and manholes, erosion control, surface restoration, roundabout interior landscaping, irrigation, 7 street lights with conductor and handholes, rectangular rapid flashing beacons, colored and stamped concrete and associated work.

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. Provided, however, that one year after the date of acceptance as complete of the work under the above referenced Contract, the maintenance portion of this Bond shall continue in force but the penal sum for maintenance shall be reduced to the sum of ONE MILLION FIVE HUNDRED EIGHTY-SIX THOUSAND THREE HUNDRED SIX AND NO/100 dollars (\$1,586,306.00), which is the cost associated with those items shown on the proposal and in the Contract that require a maintenance bond period in excess of one year.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
  
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:
  - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of four (4) year (s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
  - B. To keep all work in continuous good repair; and
  - C. To pay the Jurisdiction's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.
  
4. **GENERAL:** Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
  - A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
  - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
  - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.
  - D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
  - E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor's failure to perform as required in the Contract and Contract

Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Jurisdiction incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be Polk County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly, and severally, to pay the Jurisdiction all outlay and expense incurred therefor by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

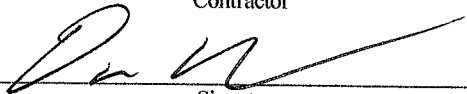
NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

**PRINCIPAL:**

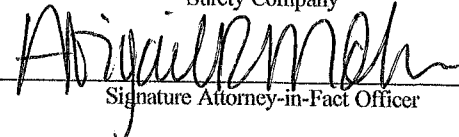
Absolute Concrete Construction, Inc.  
Contractor

By   
Signature

Vice President  
Title

**SURETY:**

Merchants National Bonding, Inc.  
Surety Company

By   
Signature Attorney-in-Fact Officer

Abigail R. Mohr  
Printed Name of Attorney-in-Fact Officer

**FORM APPROVED BY:**

\_\_\_\_\_  
Attorney for Jurisdiction

Merchants National Bonding, Inc.  
Company Name

P. O. Box 14489  
Company Address

Des Moines, IA 50306  
City, State, Zip Code

515-243-8171  
Company Telephone Number

**NOTE:**

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.

**MERCHANTS**  
**BONDING COMPANY**<sup>TM</sup>  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Abigail R Mohr; Kent M Rosenberg; Laura Peiffer; Mat DeGroot; Matthew R Fay; Michael L McCoy; Sandy VanOsten

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

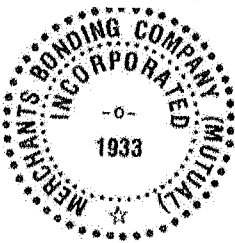
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 23rd day of April, 2021.



MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

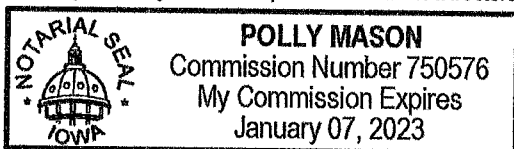
By

*Larry Taylor*  
President

STATE OF IOWA

COUNTY OF DALLAS ss.

On this 23rd day of April, 2021, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

*Polly Mason*

Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 10th day of January, 2022.



*William Warner Jr.*

Secretary



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **UTILITY CONTRACTORS EXTENDED LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

It is agreed that the provisions listed below apply only upon the entry of an  in the box next to the caption of such provision.

- |  |   |
|--|---|
| A. <input checked="" type="checkbox"/> Partnership and Joint Venture Extension                                   | M. <input checked="" type="checkbox"/> Construction Project General Aggregate Limits  |
| B. <input checked="" type="checkbox"/> Contractors Automatic Additional Insured Coverage – Ongoing Operations    | N. <input checked="" type="checkbox"/> Fellow Employee Coverage   |
| C. <input checked="" type="checkbox"/> Automatic Waiver of Subrogation   | O. <input checked="" type="checkbox"/> Care, Custody or Control   |
| D. <input checked="" type="checkbox"/> Extended Notice of Cancellation, Nonrenewal                               | P. <input checked="" type="checkbox"/> Electronic Data Liability Coverage   |
| E. <input checked="" type="checkbox"/> Unintentional Failure to Disclose Hazards                                 | Q. <input checked="" type="checkbox"/> Consolidated Insurance Program Residual Liability Coverage   |
| F. <input checked="" type="checkbox"/> Broadened Mobile Equipment  | R. <input checked="" type="checkbox"/> Automatic Additional Insureds – Managers or Lessors of Premises  |
| G. <input checked="" type="checkbox"/> Personal and Advertising Injury - Contractual Coverage                    | S. <input checked="" type="checkbox"/> Automatic Additional Insureds – State or Governmental Agency or Political Subdivisions – Permits or Authorizations |
| H. <input checked="" type="checkbox"/> Nonemployment Discrimination  | T. <input checked="" type="checkbox"/> Contractors Automatic Additional Insured Coverage – Completed Operations   |
| I. <input checked="" type="checkbox"/> Liquor Liability  | U. <input checked="" type="checkbox"/> Additional Insured – Engineers, Architects or Surveyors  |
| J. <input checked="" type="checkbox"/> Broadened Conditions  |   |
| K. <input checked="" type="checkbox"/> Automatic Additional Insureds – Equipment Leases                          |   |
| L. <input checked="" type="checkbox"/> Insured Contract Extension - Railroad Property and Construction Contracts |   |

#### **A. PARTNERSHIP AND JOINT VENTURE EXTENSION**

The following provision is added to **SECTION II - WHO IS AN INSURED** :

The last full paragraph which reads as follows:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

is deleted and replaced with the following:

With respect to the conduct of any past or present joint venture or partnership not shown as a Named Insured in the Declarations and of which you are or were a partner or member, you are an insured, but only with respect to liability arising out of "your work" on behalf of any partnership or joint venture not shown as a Named Insured in the Declarations, provided no other similar liability



insurance is available to you for "your work" in connection with your interest in such partnership or joint venture.

**B. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – ONGOING OPERATIONS**

**SECTION II – WHO IS AN INSURED** is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the project(s) designated in the written contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

**C. AUTOMATIC WAIVER OF SUBROGATION**

Item 8. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is deleted and replaced with the following:

8. **Transfer of Rights of Recovery Against Others to Us and Automatic Waiver of Subrogation.**
  - a. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
  - b. If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of "your work" for that person or organization.

**D. EXTENDED NOTICE OF CANCELLATION, NONRENEWAL**

Item **A.2.b.** of the **COMMON POLICY CONDITIONS** , is deleted and replaced with the following:

**A.2.b.** 60 days before the effective date of the cancellation if we cancel for any other reason.

Item **9.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** , is deleted and replaced with the following:

**9. WHEN WE DO NOT RENEW**

- a.** If we choose to nonrenew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.
- b.** If we do not give notice of our intent to nonrenew as prescribed in **a.** above, it is agreed that you may extend the period of this policy for a maximum additional sixty(60) days from its scheduled expiration date. Where not otherwise prohibited by law, the existing terms, conditions and rates will remain in effect during that extension period. It is further agreed that so long as it is not otherwise prohibited by law, this one time sixty day extension is the sole remedy and liquidated damages available to the insured as a result of our failure to give the notice as prescribed in **9. a.** above.

**E. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

Although we relied on your representations as to existing and past hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

**F. BROADENED MOBILE EQUIPMENT**

Item **12.b.** of **SECTION V - DEFINITIONS** , is deleted and replaced with the following:

**12.b.** Vehicles maintained for use solely on or next to premises, sites or locations you own, rent or occupy.

**G. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL COVERAGE**

**Exclusion 2.e.** of **SECTION I, COVERAGE B** is deleted.

**H. NONEMPLOYMENT DISCRIMINATION**

Unless "personal and advertising injury" is excluded from this policy:

Item **14.** of **SECTION V - DEFINITIONS** , is amended to include:

"Personal and advertising injury" also means embarrassment or humiliation, mental or emotional distress, physical illness, physical impairment, loss of earning capacity or monetary loss, which is caused by "discrimination."

**SECTION V - DEFINITIONS** , is amended to include:

"Discrimination" means the unlawful treatment of individuals based on race, color, ethnic origin, age, gender or religion.

Item **2. Exclusions** of **SECTION I, COVERAGE B** , is amended to include:

"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured;

"Personal and advertising injury" arising out of "discrimination" by or at your, your agents or your "employees" direction or with your, your agents or your "employees" knowledge or consent;

"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any dwelling, permanent lodging or premises by or at the direction of any insured; or

Fines, penalties, specific performance or injunctions levied or imposed by a governmental entity, or governmental code, law, or statute because of "discrimination."

#### **I. LIQUOR LIABILITY**

**Exclusion 2.c.** of **SECTION I, COVERAGE A** , is deleted.

#### **J. BROADENED CONDITIONS**

Items **2.a.** and **2.b.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** , are deleted and replaced with the following:

##### **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit:**

**a.** You must see to it that we are notified of an "occurrence" or an offense which may result in a claim as soon as practicable after the "occurrence" has been reported to you, one of your officers or an "employee" designated to give notice to us. Notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

**b.** If a claim is made or "suit" is brought against any insured, you must:

- (1) Record the specifics of the claim or "suit" and the date received as soon as you, one of your officers, or an "employee" designated to record such information is notified of it; and
- (2) Notify us in writing as soon as practicable after you, one of your officers, your legal department or an "employee" you designate to give us such notice learns of the claims or "suit."

Item **2.e.** is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** :

**2.e.** If you report an "occurrence" to your workers compensation insurer which develops into a liability claim for which coverage is provided by the Coverage Form, failure to report such "occurrence" to us at the time of "occurrence" shall not be deemed in violation of paragraphs **2.a., 2.b., and 2.c.** However, you shall give written notice of this "occurrence" to us as soon as you are made aware of the fact that this "occurrence" may be a liability claim rather than a workers compensation claim.

## **K. AUTOMATIC ADDITIONAL INSUREDS - EQUIPMENT LEASES**

**SECTION II - WHO IS AN INSURED** is amended to include any person or organization with whom you agree in a written equipment lease or rental agreement to name as an additional insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, at least in part, by your maintenance, operation, or use by you of the equipment leased to you by such person or organization, subject to the following additional exclusions.

The insurance provided to the additional insured does not apply to:

1. "Bodily injury" or "property damage" occurring after you cease leasing the equipment.
2. "Bodily injury" or "property damage" arising out of the sole negligence of the additional insured.
3. "Property damage" to:
  - a. Property owned, used or occupied by or rented to the additional insured; or
  - b. Property in the care, custody or control of the additional insured or over which the additional insured is for any purpose exercising physical control.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

## **L. INSURED CONTRACT EXTENSION - RAILROAD PROPERTY AND CONSTRUCTION CONTRACTS**

Item 9. of **SECTION V - DEFINITIONS** , is deleted and replaced with the following.

9. "Insured Contract" means:
  - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
  - b. A sidetrack agreement;
  - c. Any easement or license agreement;
  - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - e. An elevator maintenance agreement;
  - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

#### **M. CONSTRUCTION PROJECT GENERAL AGGREGATE LIMITS**

This modifies **SECTION III - LIMITS OF INSURANCE** .

- A.** For all sums which can be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C** :
  1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under **COVERAGE C** regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits."
  3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.
  4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.

**B.** For all sums which cannot be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C** :

1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Construction Project General Aggregate Limit.

**C.** Payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.

**D.** If a construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

**E.** The provisions of **SECTION III - LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to be applicable.

#### **N. FELLOW EMPLOYEE COVERAGE**

**Exclusion 2.e. Employers Liability of SECTION I, COVERAGE A**, is deleted and replaced with the following:

**2.e.** "Bodily injury" to

(1) An "employee" of the insured arising out of and in the course of:

- (a) Employment by the insured; or
- (b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to:

- (1) Liability assumed by the insured under an "insured contract"; or
- (2) Liability arising from any action or omission of a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business.

Item **2.a. (1)(a)** of **SECTION II - WHO IS AN INSURED** , is deleted and replaced with the following:

**2.a. (1)(a)** To you, to your partners or members (if you are a partnership or joint venture) or to your members (if you are a limited liability company), or to your "volunteer workers" while performing duties related to the conduct of your business.

## O. CARE, CUSTODY OR CONTROL

**Exclusion 2.j.4 of SECTION I, COVERAGE A** is deleted and replaced with the following:

- 2.j.4** Personal property in the care, custody or control of the insured. However, for personal property in the care, custody or control of you or your "employees," this exclusion applies only to that portion of any loss in excess of \$25,000 per occurrence, subject to the following terms and conditions;
- (a) The most that we will pay under this provision as an annual aggregate is \$100,000, regardless of the number of occurrences.
  - (b) This provision does not apply to "employee" owned property or any property that is missing where there is not physical evidence to show what happened to the property.
  - (c) The aggregate limit for this coverage provision is part of the General Aggregate Limit and **SECTION III - LIMITS OF INSURANCE** is changed accordingly.
  - (d) In the event of damage to or destruction of property covered by this exception, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto, at actual cost to you, exclusive of prospective profit or overhead charges of any nature.
  - (e) \$2,500 shall be deducted from the total amount of all sums you became obligated to pay as damages on account of damage to or destruction of all property of each person or organization, including the loss of use of that property, as a result of each "occurrence." Our limit of liability under the endorsement as being applicable to each "occurrence" shall be reduced by the amount of the deductible indicated above; however, our aggregate limit of liability under this provision shall not be reduced by the amount of such deductible. The conditions of the policy, including those with respect to duties in the event of "occurrence," claims or "suit" apply irrespective of the application of the deductible amount. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

## P. ELECTRONIC DATA LIABILITY COVERAGE

**A. Exclusion 2.p. of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY in SECTION I – COVERAGES** is replaced by the following:

### 2. Exclusions

This insurance does not apply to:

#### **p. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense

incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

**B. The following is added to Paragraph 2. EXCLUSIONS of SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY:**

**2. Exclusions**

This insurance does not apply to:

**Access Or Disclosure Of Confidential Or Personal Information**

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

**C. The following definition is added to Section V – DEFINITIONS :**

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**D. For the purposes of this coverage, the definition of "property damage" in SECTION V – DEFINITIONS is replaced by the following:**

"Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

**Q. CONSOLIDATED INSURANCE PROGRAM RESIDUAL LIABILITY COVERAGE**

With respect to "bodily injury", "property damage", or "personal and advertising injury" arising out of your ongoing operations; or operations included within the "products-completed operations hazard", the policy to which this coverage is attached shall apply as excess insurance over coverage available to "you" under a Consolidated Insurance Program (such as an Owner Controlled Insurance Program or Contractors Controlled Insurance Program).



Coverage afforded by this endorsement does not apply to any Consolidated Insurance Program involving a "residential project" or any deductible or insured retention, specified in the Consolidated Insurance Program.

The following is added to **Section V – Definitions**

"Residential project" means any project where 30% or more of the total square foot area of the structures on the project is used or is intended to be used for human residency. This includes but is not limited to single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments and appurtenant structures (including pools, hot tubs, detached garages, guest houses or any similar structures). A "residential project" does not include military owned housing, college/university owned housing or dormitories, long term care facilities, hotels, motels, hospitals or prisons.

All other terms, provisions, exclusions and limitations of this policy apply.

**R. AUTOMATIC ADDITIONAL INSUREDS - MANAGERS OR LESSORS OR PREMISES**

**SECTION II – WHO IS AN INSURED is amended to include:**

Any person or organization with whom you agree in a written contract or written agreement to name as an additional insured but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises, designated in the written contract or written agreement, that is leased to you and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured listed in the written contract or written agreement.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

**S. AUTOMATIC ADDITIONAL INSUREDS – STATE OR GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISIONS – PERMITS OR AUTHORIZATIONS**

**SECTION II – WHO IS AN INSURED** is amended to include any state or governmental agency or subdivision or political subdivision with whom you are required by written contract, ordinance, law or building code to name as an additional insured subject to the following provisions:

This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
2. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be

primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

#### **T. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – COMPLETED OPERATIONS**

**SECTION II – WHO IS AN INSURED** is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy for completed operations, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the project designated in the contract, performed for that additional insured and included in the "products-completed operations hazard".

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

#### **U. ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS**

**SECTION II – WHO IS AN INSURED** is amended to include as an additional insured any architect, engineer or surveyor who is required by written contract to be an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

This includes such architect, engineer or surveyor, who may not be engaged by you, but is contractually required to be added as an additional insured to your policy.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS  
ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

**BLANKET WAIVER OF SUBROGATION**

**IF YOU ARE REQUIRED BY A WRITTEN CONTRACT OR AGREEMENT, WHICH IS EXECUTED BEFORE A LOSS, TO WAIVE YOUR RIGHTS OF RECOVERY FROM OTHERS, WE AGREE TO WAIVE OUR RIGHTS OF RECOVERY.**

**THIS WAIVER OF RIGHTS APPLIES TO ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER, BUT SHALL NOT BE CONSTRUED TO BE A WAIVER WITH RESPECT TO ANY OTHER OPERATIONS IN WHICH THE INSURED HAS NO CONTRACTUAL INTEREST.**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 05/03/2021    Policy No. WC3705238    Endorsement No.

Insured **ABSOLUTE CONCRETE CONSTRUCTION**

Premium \$ **Incl.**

Insurance Company **BITCO General Insurance Corporation**

Countersigned by \_\_\_\_\_

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BROADENED COVERAGE - AUTOMOBILES**

The following modifies insurance provided under:

**BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

- |   |  |
|---|--|
| 1 - Broad Form Named Insured                                | 11 - Bodily Injury Extension                           |
| 2 - Automatic Waiver of Subrogation                         | 12 - Hired Auto Physical Damage                        |
| 3 - Automatic Additional Insured                            | 13 - Enhanced Supplementary Payments                   |
| 4 - Primary and Noncontributory - Other Insurance Condition | 14 - Fellow Employee Coverage for Designated Positions |
| 5 - Unintentional Failure to Disclose Hazards               | 15 - Physical Damage – Transportation Expenses         |
| 6 - Extended Notice of Cancellation, Non-Renewal            | 16 - Rental Reimbursement Coverage                     |
| 7 - When We Do Not Renew                                    | 17 - Loan/Lease Gap Coverage                           |
| 8 - Notice of Knowledge of Accident or Loss                 | 18 - Accidental Air Bag Discharge Coverage             |
| 9 - Employees as Insured                                    | 19 - Glass Repair – Waiver of Deductible               |
| 10 - Employee Hired Autos                                   |  |

**1. BROAD FORM NAMED INSURED**

**SECTION II. A. 1. -WHO IS AN INSURED** - Paragraph **d.** is added:

- d.** Any organization you newly acquire or form, except for a partnership, joint venture or limited liability company, and over which you maintain majority ownership or interest (51% or more) or for which you have assumed the active management, will qualify as a Named Insured if there is no other similar insurance available to that organization. However, coverage under this provision is only afforded until the end of the policy period or the 12-month anniversary of the policy inception date, whichever is earlier.

**2. AUTOMATIC WAIVER OF SUBROGATION**

**Section IV – Business Auto Conditions, Paragraph A.5., Transfer of Rights of Recovery Against Others to Us,** is deleted and replaced with the following:

- a.** If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b.** If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for damages under this coverage form.

**3. AUTOMATIC ADDITIONAL INSURED**

**SECTION II – WHO IS AN INSURED, Paragraph A.1,** is amended to include as an "insured" any person or organization who is required by written contract or agreement to be an additional insured on your policy, but only with respect to liability arising out of operations performed by you or on your behalf for the additional insured.

**4. PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION**

The following is added to the Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance - Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

**5. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

Although we relied on your representations as to existing and past hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

**6. EXTENDED NOTICE OF CANCELLATION, NON-RENEWAL**

The **COMMON POLICY CONDITIONS**, Item **A.2.b.** is deleted and replaced with the following:

**A.2.b.** 60 days before the effective date of the cancellation if we cancel for any other reason.

**7. WHEN WE DO NOT RENEW**

**SECTION IV – BUSINESS AUTO CONDITIONS,** is amended to add Item **B.9.:**

- a. If we choose to nonrenew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.
- b. If we do not give notice of our intent to nonrenew as prescribed in **a.** above, it is agreed that you may extend the period of this policy for a maximum additional sixty (60) days from its scheduled expiration date. Where not otherwise prohibited by law, the existing terms, conditions and rates will remain in effect during that extension period. It is further agreed that so long as it is not otherwise prohibited by law, this one-time sixty-day extension is the sole remedy and liquidated damages available to the insured as a result of our failure to give the notice as prescribed in **9. a.** above.

**8. NOTICE OF KNOWLEDGE OF ACCIDENT OR LOSS**

**SECTION IV - BUSINESS AUTO CONDITIONS,** Item **A.2.a.** is deleted and replaced with the following:

**2. Duties in the Event of Accident, Claim Suit or Loss:**

- a. You must see to it that we are notified of an "accident", "claim", "suit" or "loss" which may result in a claim as soon as practicable after the "occurrence" has been reported to you, a partner, a member, an officer, or an employee designated to give notice to us. Notice should include:
  - (1) How, when and where the "accident" or "loss" occurred;

- (2) The "Insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

## 9. EMPLOYEES AS INSURED

The following is added to the **Section II - Covered Autos Liability Coverage**, Paragraph **A.1. Who Is An Insured** provision:

Any "employee" of yours is an "Insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

## 10. EMPLOYEE HIRED AUTOS

### A. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** Provision:

An "employee" of yours is an "Insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

### B. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **5.f.** of the **Other Insurance - Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

## 11. BODILY INJURY EXTENSION

**SECTION V - DEFINITIONS**, Paragraph **C.** is deleted and replaced by the following:

- C.** "Bodily Injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these, at any time. Mental anguish means any type of mental or emotional illness or disease.

## 12. HIRED AUTO PHYSICAL DAMAGE

**SECTION III.A.4. - Coverage Extensions** - Paragraph **c.** is added:

### c. Hired Auto Physical Damage

If Comprehensive, Specified Causes of Loss or Collision coverage is provided under this policy, then Hired Auto Physical Damage is provided for that coverage part subject to the following:

- (1) The most we will pay for any one "accident" or "loss" under this Hired Auto Physical Damage Coverage is the lesser of:
  - (a) The any one "Accident" or "Loss" amount of \$100,000;
  - (b) The actual cash value; or

(c) Cost of repair.

Our obligation to pay for a loss in c.(1) above will be reduced by a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. The deductible will be waived for "loss" caused by fire or lightning.

- (2) Subject to paragraph c.(1). above, we will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the declarations.
- (3) When you are required by written contract to indemnify a lessor for actual financial loss because of loss of use of a hired "auto" resulting from a covered "accident" or "loss", we will cover that financial loss subject to the limit specified in paragraph c.(1).

### 13. ENHANCED SUPPLEMENTARY PAYMENTS

**SECTION II.A.2.a. COVERAGE EXTENSIONS**, Supplementary Payments (2) and (4) are replaced by the following:

- (2) Up to \$2,500 for the cost of bail bonds (including bonds for related traffic laws violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$350 a day because of time off from work.

### 14. FELLOW EMPLOYEE COVERAGE FOR DESIGNATED POSITIONS

The **Fellow Employee Exclusion contained in Section II.B.5.** does not apply to the following positions or job titles: foreman, supervisor, manager, officer, partner or other senior level "employee". Coverage is excess over all other collectible insurance.

### 15. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES

**SECTION III.A.4.a. Transportation Expenses** is replaced by the following:

#### a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".

For autos provided with temporary transportation expense, the following physical damage coverage will apply:

- (1) The most we will pay for any one "accident" or "loss" under the temporary transportation expense physical damage coverage is the lesser of:
  - (a) The any one "Accident" or "Loss" amount of \$100,000;
  - (b) The actual cash value; or
  - (c) Cost of repair.

Our obligation to pay for a loss in a.(1) above will be reduced by a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. The deductible will be waived for "loss" caused by fire or lightning.

- (2) Subject to paragraph a.(1). above, we will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the declarations.
- (3) When you are required by written contract to indemnify a lessor for actual financial loss because of loss of use of a hired "auto" resulting from a covered "accident" or "loss", we will cover that financial loss subject to the limit specified in paragraph a.(1).

## 16. RENTAL REIMBURSEMENT COVERAGE

**SECTION III.A.4. - Coverage Extensions** - Paragraph **d.** is added.

- d. If you carry Comprehensive, Specified Causes of Loss or Collision coverage for the damaged covered "auto" as provided under this policy, then Rental Reimbursement Coverage is provided for that coverage part subject to the following:
  - 1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" other than theft, to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
  - 2. We will only pay for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
    - (a) The number of days reasonably required to repair or replace the covered "auto"; or,
    - (b) 30 days.
    - (c) Our payment is limited to the lesser of the following amounts:
      - (1) Necessary and actual expenses incurred; or
      - (2) \$50 per day.

## 17. LOAN/LEASE GAP COVERAGE

**Physical Damage Coverage** is amended by the addition of the following:

In the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the loan/lease, not to exceed \$2,500 for any one vehicle or \$25,000 annually in aggregate.

For the purposes of this endorsement, "outstanding balance" means the amount you owe on the loan/lease at the time of loss less any amounts representing taxes, overdue payments, penalties, interest or charges resulting from overdue payments, additional mileage charges, excess wear and tear charges or lease termination fees, costs for extended warranties, credit Life Insurance; Health, Accident or Disability Insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

## 18. ACCIDENTAL AIR BAG DISCHARGE COVERAGE

**SECTION III.B.3.a - Exclusions.** This exclusion does not apply to the accidental discharge of an air bag.

## 19. GLASS REPAIR - WAIVER OF DEDUCTIBLE

**SECTION III.D - Deductible** is replaced with the following:

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning. The deductible does not apply to glass damage if the glass is repaired rather than replaced.





## City of Polk City, Iowa

### City Council Agenda Communication

**Date:** January 18, 2022  
**To:** Mayor & City Council  
**From:** Chief Jeremy Siepker  
**Subject:** Set pay for part-time Police Officer Jeff Poen

---

**BACKGROUND:** On December 22<sup>nd</sup> 2021 Jeff Poen submitted an application for part-time employment for the Polk City Police Department. Officer Poen works full-time as the DNR Park Ranger for Big Creek State and is a certified Peace Officer in the State of Iowa. A thorough background investigation was conducted on Officer Poen and I have determined he is an excellent candidate to work part-time for the Polk City Police Department to assist in backfilling shifts and staffing shortages. Officer Poen would fill the fourth and final part-time position we have. This is the first time the Police Department will have all available part-time positions filled. Officer Poen will be hired upon successful completion of the MMPI Psychological Inventory and Pre-employment Physical.

**ALTERNATIVES:** Do not set the pay for Officer Poen at \$23.72/hr.

**FINANCIAL CONSIDERATIONS:** All part-time staff are currently paid \$23.72/hr. We currently have money in the budget to use towards part-time Police Officer coverage.

**RECOMMENDATION:** It is my recommendation that the Council set the pay for Officer Poen at \$23.72 upon his completion of the MMPI Psychological Inventory and Pre-employment Physical.



## City of Polk City, Iowa

### City Council Agenda Communication

**Date:** January 24, 2022  
**To:** Mayor, City Council and City Manager  
**From:** Jim Mitchell – Fire Chief  
**Subject:** New Hire Pay Rate Approval

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**BACKGROUND:** We have the opportunity to hire one person, “part-time”.

**ALTERNATIVES:** None

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

**RECOMMENDATION:** We plan to hire the following person with the listed stipulation(s):

Joseph Patava, part-time Firefighter/Paramedic status at a part-time rate of \$19.26 per hour and paid-on-call rate of \$16.32. Joe has been a Firefighter/Paramedic for approximately 15 years. Joe became a Firefighter as a volunteer with the Norwalk Fire Department. Joe currently holds the position of Senior Medic for Des Moines Fire Department at the busiest station in the City. Joe lives close to the City limits and believes he can assist us with calls during the evening as well. This offer is dependent on successful completion of the physical examination and background check.

We feel Joe will be an asset to the City of Polk City.



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

**Date:** 01/20/2022  
**To:** Mayor and Council  
**From:** Mike Schulte and Jason Thraen

**Subject:** Authorization to solicit RFP's for Mowing and Turf Care

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**BACKGROUND:** 2021 was the last year of the mowing and turf care contract with Total Quality. Therefore, it is time to solicit RFP's for those services. There will be two packets as has happened in the past, one for mowing and one for turf care. The successful contractor must be able to perform both mowing and turf care.

**ALTERNATIVES:**

**FINANCIAL CONSIDERATIONS:** The successful RFP will be approved at a future Council Meeting.

**RECOMMENDATION:** I would recommend that the Council approve soliciting RFP's for mowing and turf care services for approval at a future council meeting.

# Polk City

## Request for Proposal

### Mowing and Turf Fertilization/Weed Control

The City of Polk City will be accepting sealed proposals for mowing and turf fertilizer and weed control applications to designated properties within our city limits. There will be two packets, one for mowing and one for fertilizer/weed control applications. Each packet must be bid separately. RFP's must be received at Polk City City Hall on or before Friday February 18th, 2022 11:00 A.M.

Fertilizer and Weed Control bids will conform to the details as listed within the turf fertilizer and weed control program as follows;

#### **Requirements for the 3-step Turf Health program for all properties are as follows:**

##### 3 Step Turf Health Program

###### Early Spring

17-0-4 with dimension @5lbs per 1000 sq feet (DRY)  
Mec Amine D when temperatures allows @ 1.5 oz per 1000 sq ft

###### Late Spring

29-0-3 @ 3.5 lbs per 1000 sq ft (DRY)  
Spot treatment as needed of Mec Amine D @1.5 oz per 1000 sq ft

###### Fall

20-3-5 @ 4.25 oz per 1000 sq ft (LIQUID)  
Mec Amine D @ 1.5 oz per 1000 sq ft (LIQUID)

#### **Requirements for the 5-step Turf Health program for all properties are as follows:**

##### 5 Step Turf Health Program

###### Early Spring

17-0-4 with dimension @5lbs per 1000 sq feet (DRY)  
Mec Amine D when temperatures allows @ 1.5 oz per 1000 sq ft

###### Spring

20-3-5 @ 8.5 oz per 1000 sq ft (LIQUID)  
Mec Amine D @ 1.5 oz per 1000 sq ft (LIQUID)

###### Late Spring

29-0-3 @ 3.5 lbs per 1000 sq ft (DRY)  
Spot treatment as needed of Mec Amine D @1.5 oz per 1000 sq ft

Summer

29-0-3 @ 3.5lbs per 1000 sq ft

Spot treatment if needed of Solitaire @ .753oz per 1000 sq ft (LIQUID)

Fall

20-3-5 @ 4.25 oz per 1000 sq ft (LIQUID)

Mec Amine D @ 1.5 oz per 1000 sq ft (LIQUID)

**The Sports Complex Requirements are as follows:**

7 Step Premium Turf Health Program

Early Spring

17-0-4 with dimension @5lbs per 1000 sq feet (DRY)

Mec Amine D when temperatures allows @ 1.5 oz per 1000 sq ft

Spring

20-3-5 @ 8.5 oz per 1000 sq ft (LIQUID)

Mec Amine D @ 1.5 oz per 1000 sq ft (LIQUID)

Late Spring

29-0-3 @ 3.5 lbs per 1000 sq ft (DRY)

Spot treatment as needed of Mec Amine D @1.5 oz per 1000 sq ft

Summer

29-0-3 @ 3.5lbs per 1000 sq ft

Spot treatment if needed of Solitaire @ .753oz per 1000 sq ft (LIQUID)

Early Fall

20-3-5 @ 4.25 oz per 1000 sq ft (LIQUID)

Mec Amine D @ 1.5 oz per 1000 sq ft (LIQUID)

Fall

20-3-5 @ 4.25 oz per 1000 sq ft (LIQUID)

Mec Amine D @ 1.5 oz per 1000 sq ft (LIQUID)

Late Fall

44-0-0 @ 3lbs per 1000 sq ft (DRY)

Contractor quotes \_\_\_\_\_ for the entire season of the turf fertilization and weed control for the services and locations made part of this packet for contract. The City of Polk City reserves the right to extend the contract for a period of up to four additional years, so long as a formal agreement between the lawn care service provider and the City outlining extended duties and increases can be reached.

After each application, a detailed invoice must be turned into the City of Polk City. The invoice will include property location, date, type of service performed, and the amount due. No payment can be authorized without an invoice. Invoices must be turned in the first or third Monday of the month. The City of Polk City will make an effort to pay the invoice within four weeks.

The lawn care company *must* provide proof of insurance for the City of Polk City's records and name the City of Polk City as an additional insured. This will include \$1,000,000 general liability and workers' compensation as provided by law. Any damage to parked vehicles or to the property (buildings, curbs, trees, windows, siding, etc.) will be the responsibility of the lawn care company. Deadline for a repair is fifteen days after damage has occurred. Vendor and City will complete walk through prior to the first application of the season to determine any pre-existing damage.

Vendors based within Polk City's City limits may be given preference in the award of these contracts.

Vendors must be able to perform both the turf fertilization/weed control contract and the mowing contract.

Polk City reserves the right to award and accept the bids in which the City believes are in its best interest to do and to waive any and all technicalities.

**CONTRACT PROVISIONS:**

All provisions of the attached Quote are herein incorporated as part of the contract.

**Maps:** The maps accompanying this quote/contract are hereby made a part of this contract.

**Timeframe:** All duties required must be completed within a four day consecutive period between 7:00 a.m. and 4:00 p.m. during weekdays.

**Subcontractors:** City of Polk City specifically requests that employers or the vendor and vendor's own equipment perform all fertilizer care. In the event that subcontractors are used, the vendor will be liable for all the contract specifications at all times. This includes contract violations or any damages caused by subcontractors.

**Indemnification:** The vendor will indemnify or reimburse the City of Polk City for any amount the City of Polk City is required to pay because a claim was made against the City of Polk City as result of the contractor's work, as well as for any legal costs associated with defending the City of Polk City against any claims. Both parties to this contract agree to indemnify and hold harmless the City of Polk City and any of its employees or agents.

**Licenses and Permits:** The Contractor must obtain all necessary licenses and permits for the work prior to beginning the work.

**Compliance:** The Contractor is required to comply with all Federal, State, and local laws, regulations, or codes that are applicable. This includes conforming to all IDLAS practices.

**Termination:** For any reason the contractor or the City of Polk City may terminate this agreement with 24 hours written notice at any time PRIOR to the beginning of the work week.

**Notice:** Written notice must be sent to the parties addresses listed below:

City of Polk City  
P.O. Box 426, 112 Third Street  
Polk City, Iowa 50226

**Assignability:** Neither party may assign its obligations under this agreement to any other person without the express written consent of the other party. The Contractor may not use subcontractors without the express written consent of the City of Polk City.

**Modification:** This agreement may not be modified in any way unless modification is written and signed by both parties.

**Waiver:** Waiver by one party of any breach of contract by the other party shall not act as a general waiver of future breaches.

**Governing Law:** This agreement shall be governed by the laws of the state of Iowa and any disputes generated from this agreement shall be pursued in Iowa in Polk County.

**Severability:** Should any clause of this agreement be deemed illegal or unenforceable that clause shall be severed from the rest of this agreement and the whole agreement will not be invalidated.

**Entire Obligation:** This agreement is complete and represents the entire agreement between the parties. The parties may not later, amend or modify it except by an instrument in writing executed by both parties. It includes all representations of every kind and nature made by either party to the other and shall be binding upon heirs, successors in interest and assigns of the parties hereto. It supersedes any prior agreement between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate as of the date stated above.

\_\_\_\_\_  
City of Polk City

\_\_\_\_\_  
Fertilizer Service Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
1<sup>st</sup> 24-hour contact and cell phone number

Mowing quotes will reflect two mowings per week at the Sports Complex and the Town Square and a single mowing per week of all other properties attached.

**Requirements for the Mowing of R.O.W.s & Parks are as follows:**

- 1) Submit a copy of current insurance coverage (declaration sheet will do)  
Proposals that do not include this will not be considered
- 2) All acres in the R.O.W.s & Parks must be mowed on an “as needed basis” as determined by the City of Polk City but not to exceed one time per week except for the Sports Complex and the Town Square.
- 3) The successful contractor will have to work with the city’s schedule on special events.
- 4) All turf areas shall be inspected and policed for litter and debris prior to each mowing. All litter and debris are to be removed and promptly disposed of by the contractor.
- 5) The turf shall be cut at a uniform height (no scalping or uneven cuts); mower blades shall be maintained in good condition and sharpened prior to each mow.
- 6) Trimming shall be performed with each mowing around all road signs, guard rails, mailboxes, trees, shrubs, poles and other obstacles paying special care not to damage trees, shrubs, and other items. The grass shall be trimmed in a uniform manner to best match the surrounding mowed area each time.
- 7) All parking lots, sidewalks, and playground equipment will be swept or blown free of clippings after each mow and trim.
- 8) All mowing and trimming shall be completed between Monday 7:00 A.M. and Friday 5:00 P.M. This is to maintain a good look for our city during the weekends. If alterations from this schedule are needed due to weather or unforeseen reasons, the company will consult the Public Works Director or the Park and Recreation Director for directions.

Contractor quotes \_\_\_\_\_ for each mowing as specified within this contract and maps as attached. The City of Polk City reserves the right to extend the contract for a period of up to four additional years, so long as a formal agreement between the lawn care service provider and the City outlining duties and increases can be reached.

After each mowing, a detailed invoice must be turned into the City of Polk City. The invoice will include property location, date, type of service performed, and the amount due per quote. No payment can be authorized without an invoice. Invoices must be turned in the first or third Monday of the month. The City of Polk City will make an effort to pay the invoice within four weeks.

The lawn care company *must* provide proof of insurance for the City of Polk City’s records and name the City of Polk City as an additional insured. This will include \$1,000,000 general liability and workers’ compensation as provided by law. Any damage to parked vehicles or to the property (buildings, curbs, trees, windows, siding, etc.) will be the responsibility of the lawn care company. Deadline for a repair is fifteen days after damage has occurred. Vendor and City will complete walk through prior to the first mowing of the season to determine any pre-existing damage.

Vendors based within Polk City’s City limits may be given preference in the award of these contracts.

Vendors must be able to perform both the fertilization/weed control contract and the mowing contract.

Polk City reserves the right to award and accept the bid in which the City believes is in its best interest to do and waive any and all technicalities.



**SPECIAL INFORMATION**

**Maps:** The maps accompanying this quote/contract are hereby made a part of this contract.

**Subcontractors:** City of Polk City specifically requests that employers or the vendor and vendor’s own equipment perform all lawn care. In the event that subcontractors are used, the vendor will be liable for all the contract specifications at all times. This includes contract violations or any damages caused by subcontractors.

**Indemnification:** The vendor will indemnify or reimburse the City of Polk City for any amount the City of Polk City is required to pay because a claim was made against the City of Polk City as result of the contractor’s work, as well as for any legal costs associated with defending the City of Polk City against any claims. Both parties to this contract agree to indemnify and hold harmless the City of Polk City and any of its employees or agents.

**Licenses and Permits:** The Contractor must obtain all necessary licenses and permits for the work prior to beginning the work.

**Compliance:** The Contractor is required to comply with all Federal, State, and local laws, regulations, or codes that are applicable. This includes conforming to all IDLAS practices.

**Termination:** For any reason the contractor or the City of Polk City may terminate this agreement with 24 hours written notice at any time PRIOR to the beginning of the work week.

**Notice:** Written notice must be sent to the parties addresses listed below:

City of Polk City  
P.O. Box 426, 112 Third Street  
Polk City, Iowa 50226

**Assignability:** Neither party may assign its obligations under this agreement to any other person without the express written consent of the other party. The Contractor may not use subcontractors without the express written consent of the City of Polk City.

**Modification:** This agreement may not be modified in any way unless modification is written and signed by both parties.

**Waiver:** Waiver by one party of any breach of contract by the other party shall not act as a general waiver of future breaches.

**Governing Law:** This agreement shall be governed by the laws of the state of Iowa and any disputes generated form this agreement shall be pursued in Iowa in Polk County.

**Severability:** Should any clause of this agreement be deemed illegal or unenforceable that clause shall be severed from the rest of this agreement and the whole agreement will not be invalidated.

**Entire Obligation:** This agreement is complete and represents the entire agreement between the parties. The parties may not later, amend or modify it except by an instrument in writing executed by both parties. It includes all representations of every kind and nature made by either party to the other and shall be binding upon heirs, successors in interest and assigns of the parties hereto. It supersedes any prior agreement between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate as of the date stated above.

\_\_\_\_\_  
City of Polk City

\_\_\_\_\_  
Lawn Care Service Company

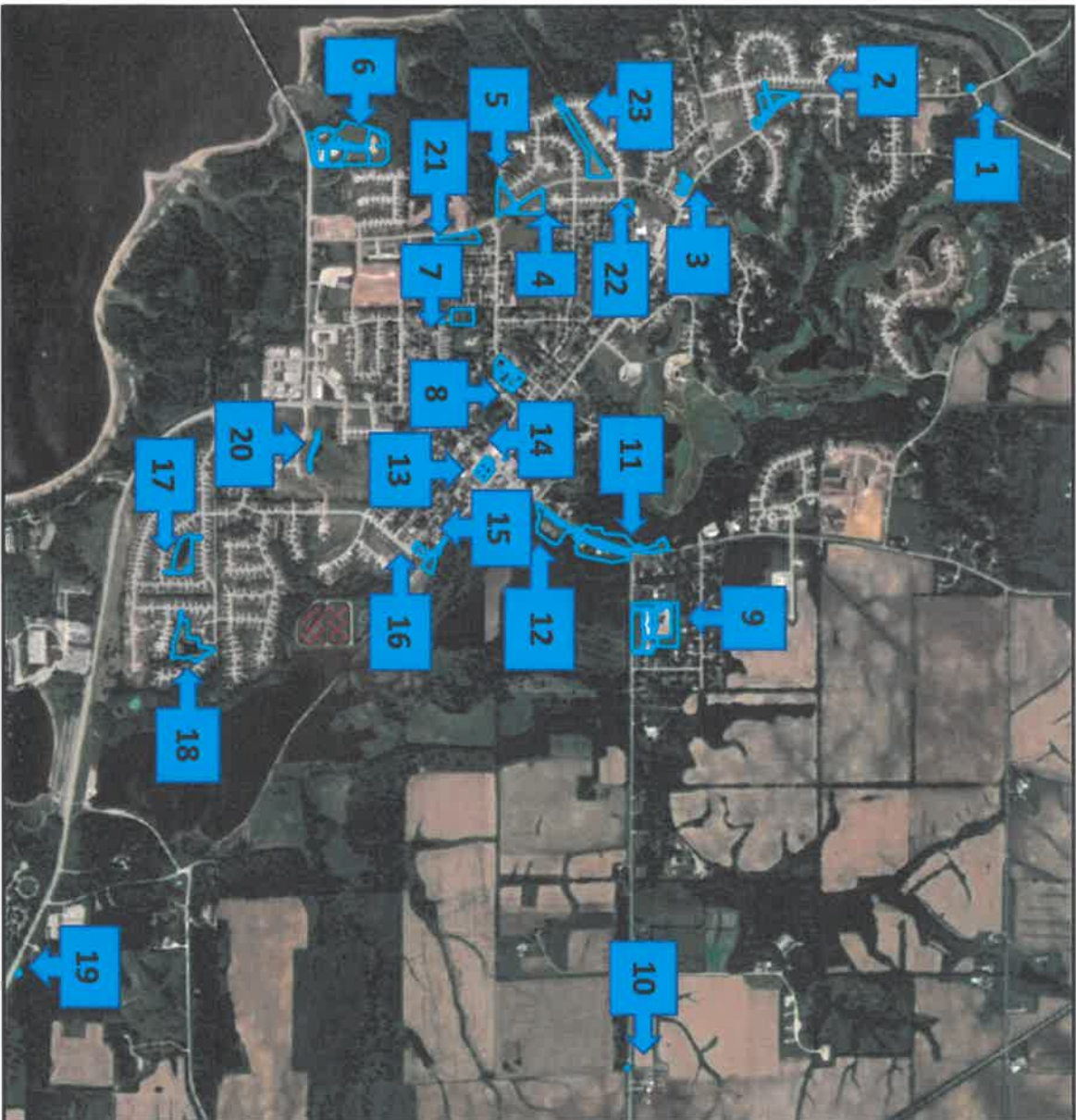
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
1<sup>st</sup> 24-hour contact and cell phone number  
\_\_\_\_\_

## Polk City Fertilizer & Weed Control

Updated: 1/20/2022 Dani Scott GIS Analyst



Location	Property Name	Acres
1	W Broadway St Welcome Sign	0.19
2	Lost Lake Park	2.30
3	Library	0.32
4	Leonard Park	1.64
5	Parker Blvd Basin	1.70
6	Sports Complex	10.11
7	Doc Simmer Memorial Park	1.52
8	Miller Park	1.93
9	City Maintenance Shop	5.54
10	NW. 118 <sup>TH</sup> St. Welcome Sign	0.25
11	Kiwanis Park	9.64
12	Iron Removal Lagoon	2.24
13	City Square	0.79
14	City Hall R-O-W*	0.02
15	Beebe Cem. R-O-W*	1.40
16	Deer Haven Greenspace	0.57
17	Marina Cove Park	1.44
18	Twelve Oaks Park	2.69
19	Hwy 415 Welcome Sign	0.77
20	Crossroads Greenspace Trail	0.55
21	Lakeside Park	1.63
22	Morse Park	0.54
23	Woodhaven Park	3.17
<b>Total Acres=</b>		<b>50.95</b>

# Polk City Fertilizer & Weed Control Locations: 1 – 2

Updated: 1/20/2022 Dani Scott GIS Analyst



**1**  
W Broadway Welcome Sign  
3 Step/Acres: 0.19



**2**  
Lost Lake Park  
3 Step/Acres: 2.30

# Polk City Fertilizer & Weed Control Locations: 3 – 4

Updated: 1/20/2022 Dani Scott GIS Analyst



**3**  
Library  
5 Step/Acres: 0.32



**4**  
Leonard Park  
3 Step/Acres: 1.64

# Polk City Fertilizer & Weed Control Locations: 5 – 6

Updated: 1/20/2022 Dani Scott GIS Analyst



<b>5</b>	Parker Blvd Basin 3 Step/Acres: 1.70
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<b>6</b>	Sports Complex 7 Step/Acres: 10.11
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# Polk City Fertilizer & Weed Control Locations: 7 – 8

Updated: 1/20/2022 Dani Scott GIS Analyst



**7**

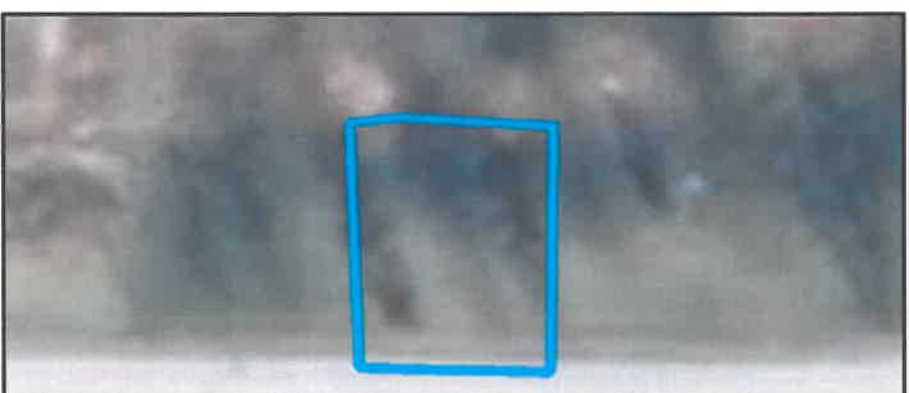
Doc Simmer Memorial Park  
3 Step/Acres: 1.52

**8**

Miller Park  
3 Step/Acres: 1.93

# Polk City Fertilizer & Weed Control Locations: 9 – 10

Updated: 1/20/2022 Dani Scott GIS Analyst



**9** City Maintenance Shop  
3 Step/Acres: 5.54

**10** NW. 118<sup>th</sup> St Welcome Sign  
3 Step/Acres: 0.25

# Polk City Fertilizer & Weed Control Locations: 11 – 12

Updated: 1/20/2022 Dani Scott GIS Analyst



**11**  
Kiwanis Park  
3 Step/Acres: 9.64



**12**  
Iron Removal Lagoon  
3 Step/Acres: 2.24



# Polk City Fertilizer & Weed Control Locations: 13 – 14

Updated: 1/20/2022 Dani Scott GIS Analyst



**13**  
City Square  
5 Step/Acres: 0.79



**14**  
City Hall R-O-W  
3 Step/Acres: 0.02

# Polk City Fertilizer & Weed Control Locations: 15 – 16

Updated: 1/20/2022 Dani Scott GIS Analyst



**15**

Beebe Cemetery R-O-W  
3 Step/Acres: 1.40



**16**

Deer Haven Greenspace  
3 Step/Acres: 0.57

# Polk City Fertilizer & Weed Control Locations: 17 – 18

Updated: 1/20/2022 Dani Scott GIS Analyst



**17**  
Marina Cove Park  
3 Step/Acres: 1.44



**18**  
Twelve Oaks Park  
3 Step/Acres: 2.69

# Polk City Fertilizer & Weed Control Locations: 19 – 20

Updated: 1/20/2022 Dani Scott GIS Analyst



<b>19</b>	Hwy 415 Welcome Sign 3 Step/Acres: 0.25
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<b>20</b>	Crossroads Greenspace Trail 3 Step/Acres: 0.55
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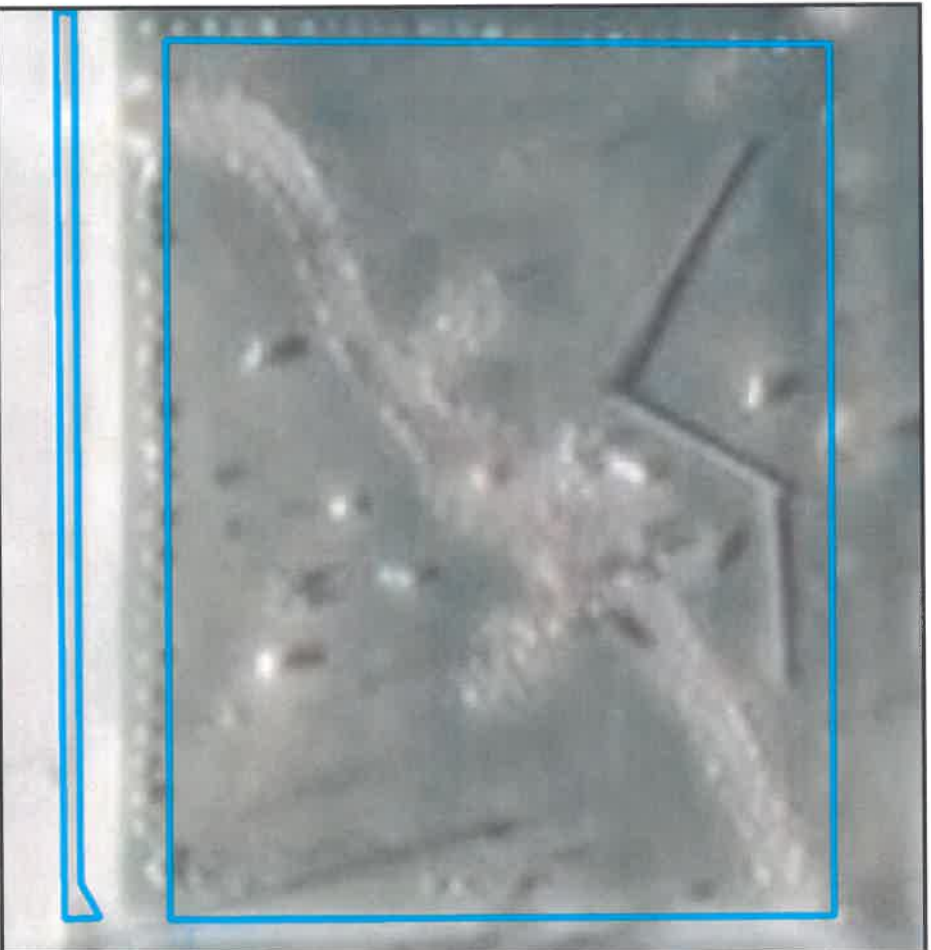
# Polk City Fertilizer & Weed Control Locations: 21 – 22

Updated: 1/20/2022 Dani Scott GIS Analyst



Lakeside Park  
3 Step/Acres: 1.63

**21**



Morse Park  
3 Step/Acres: 0.54

**22**

# Polk City Fertilizer & Weed Control Locations: 23

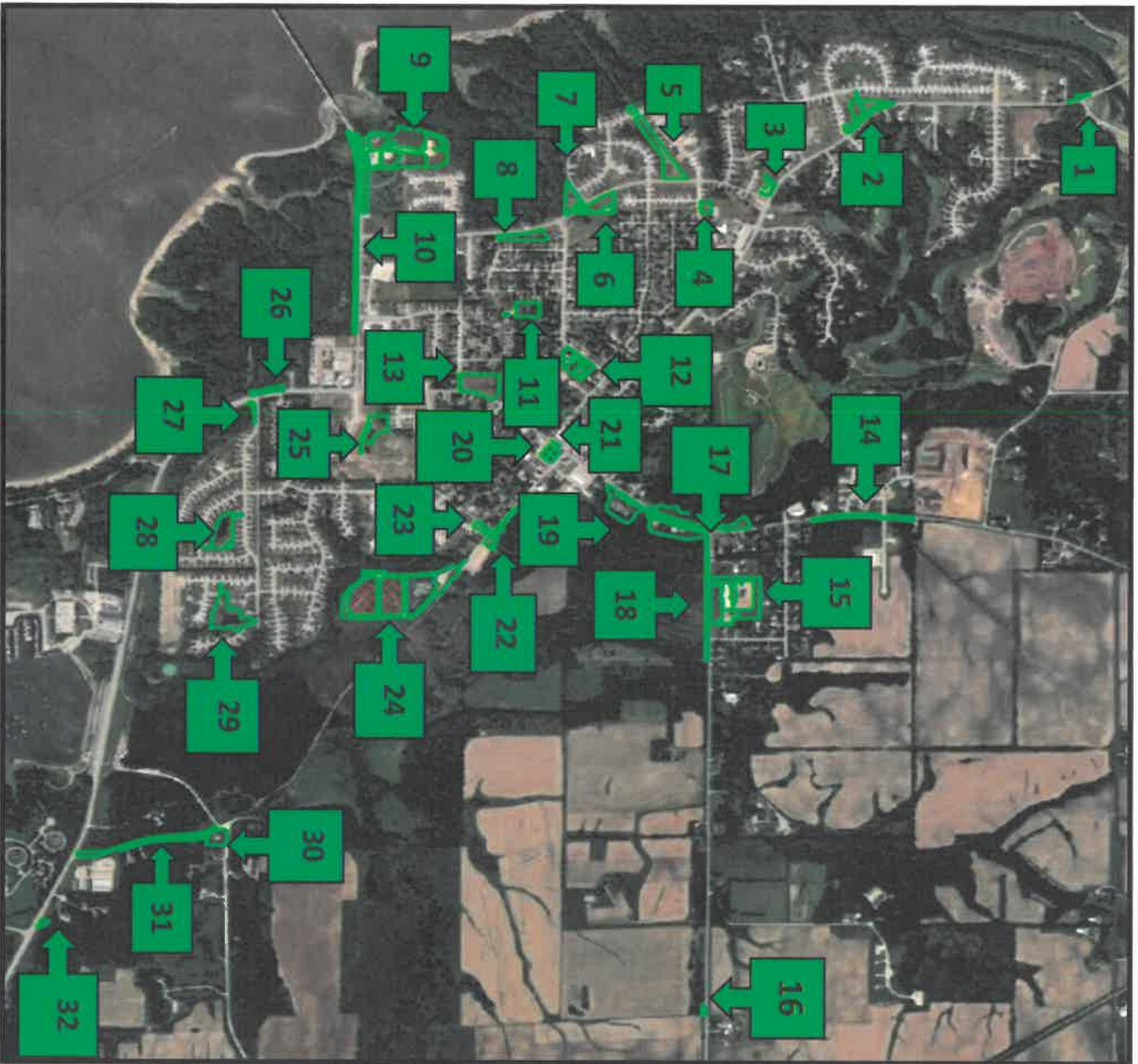
Updated: 1/20/2022 Dani Scott GIS Analyst



<b>23</b>	Woodhaven Park 3 Step/Acres: 3.17
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# Polk City Park & R-O-W Mowing

Updated: 1/20/2022 Dani Scott GIS Analyst



## Right-of -Way\*

Location	Property Name	Acres
1	W Broadway St Welcome Sign	0.19
2	Lost Lake Park	2.30
3	Library	0.32
4	Morse Park	0.54
5	Woodhaven Park	3.17
6	Leonard Park	1.64
7	Parker Blvd Basin	1.70
8	Lakeside Park	1.63
9	Sports Complex	10.11
10	W Bridge Rd. R-O-W*	2.56
11	Doc Simmer Memorial Park	1.52
12	Miller Park	1.93
13	S. 3 <sup>rd</sup> St. & Davis St Lot	3.19
14	N. 3 <sup>rd</sup> St. R-O-W*	1.56
15	City Maintenance Shop	5.54
16	NW. 118 <sup>th</sup> St. Welcome sign	0.25
17	Kiwanis Park	9.64
18	E Northside Dr. R-O-W*	1.65
19	Iron Removal Lagoon	2.24
20	City Square	0.79
21	City Hall R-O-W*	0.02
22	Beebe Cem. R-O-W*	1.40
23	Deer Haven Greenspace	0.57
24	Wastewater Lagoons	4.43
25	Crossroads Greenspace	0.55
26	Hwy 415 R-O-W*	0.77
27	Southside Dr. R-O-W*	0.12
28	Marina Cove Park	1.44
29	Twelve Oaks Park	2.69
30	E. Southside Dr. LiftStation	1.11
31	S 14 <sup>th</sup> St. R-O-W*	3.12
32	Hwy 415 Welcome Sign	0.25
<b>Total Acres=</b>		<b>68.94</b>

# Polk City Parks & R-O-W Mowing Locations: 1 – 2

Updated: 1/20/2022 Dani Scott GIS Analyst



**1**

W Broadway Welcome Sign  
Acres: 0.19



**2**

Lost Lake Park  
Acres: 2.30

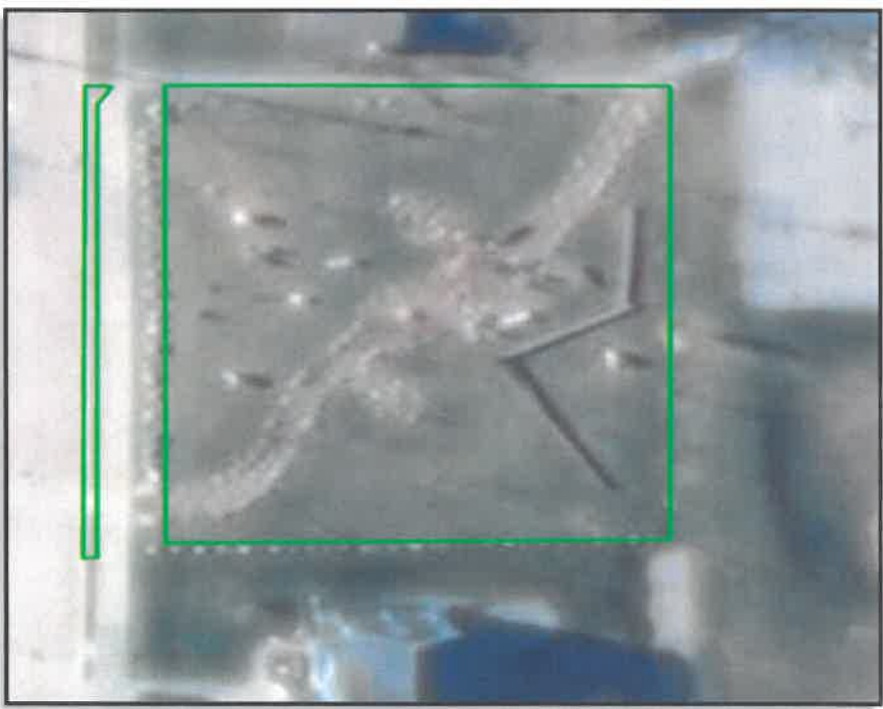


# Polk City Parks & R-O-W Mowing Locations: 3 – 4

Updated: 1/20/2022 Dani Scott GIS Analyst



**3**  
Library  
Acres: 0.32



**4**  
Morse Park  
Acres: 0.54

# Polk City Parks & R-O-W Mowing Locations: 5 – 6

Updated: 1/20/2022 Dani Scott GIS Analyst



**5** Woodhaven Park  
Acres: 3.17



**6** Leonard Park  
Acres: 1.64

# Polk City Parks & R-O-W Mowing Locations: 7 – 8

Updated: 1/20/2022 Dani Scott GIS Analyst



**7** Parker Blvd Basin  
Acres: 1.70



**8** Lakeside Park  
Acres: 1.63

# Polk City Parks & R-O-W Mowing Locations: 9 – 10

Updated: 1/20/2022 Dani Scott GIS Analyst



<b><u>9</u></b>	Sports Complex Acres: 10.11
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<b><u>10</u></b>	W Bridge Rd. R-O-W Acres: 2.56
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# Polk City Parks & R-O-W Mowing Locations: 11 – 12

Updated: 1/20/2022 Dani Scott GIS Analyst



<b><u>11</u></b>	<b>Doc Simmer Memorial Park</b> Acres: 1.52
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<b><u>12</u></b>	<b>Miller Park</b> Acres: 1.93
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# Polk City Parks & R-O-W Mowing Locations: 13 – 14

Updated: 1/20/2022 Dani Scott GIS Analyst



**13**  
S 3<sup>rd</sup> & Davis St Lot  
Acres: 3.19



**14**  
N 3<sup>rd</sup> St. R-O-W  
Acres: 1.56

# Polk City Parks & R-O-W Mowing Locations: 15 – 16

Updated: 1/20/2022 Dani Scott GIS Analyst



**15** City Maintenance Shop  
Acres: 5.54

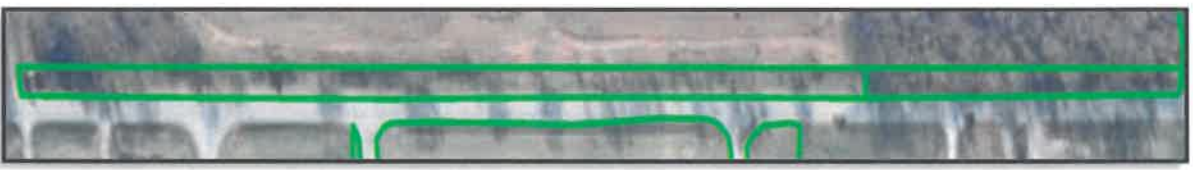
**16** NW 118<sup>th</sup> St Sign  
Acres: 0.25

# Polk City Parks & R-O-W Mowing Locations: 17 – 18

Updated: 1/20/2022 Dani Scott GIS Analyst



<b>17</b>	Kiwanis Park Acres: 9.64
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<b>18</b>	E Northside R-O-W Acres: 1.65
-----------	-------------------------------------



# Polk City Parks & R-O-W Mowing Locations: 19 – 20

Updated: 1/20/2022 Dani Scott GIS Analyst



**19**

Iron Removal Lagoon  
Acres: 2.24

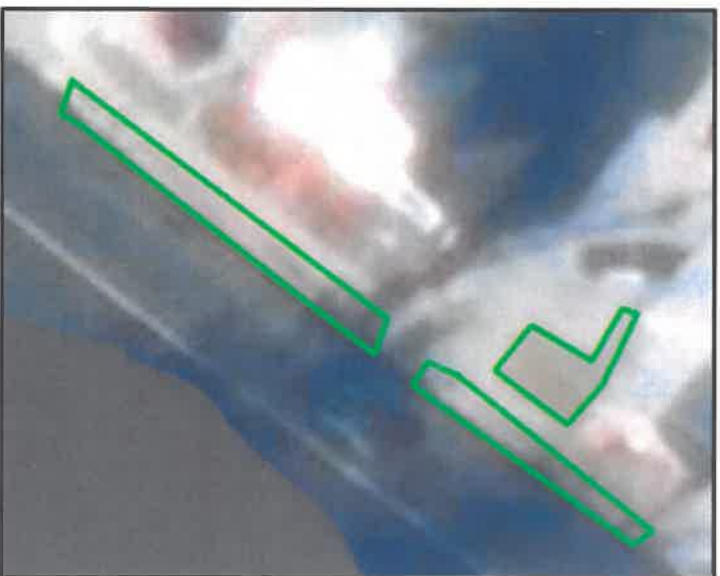


**20**

City Square  
Acres: 0.79

# Polk City Parks & R-O-W Mowing Locations: 21 – 22

Updated: 1/20/2022 Dani Scott GIS Analyst



**21**

City Hall R-O-W  
Acres: 0.02



**22**

Beebe Cemetery R-O-W  
Acres: 1.40

# Polk City Parks & R-O-W Mowing Locations: 23 – 24

Updated: 1/20/2022 Dani Scott GIS Analyst



**23**

Deer Haven Greenspace  
Acres: 0.57



**24**

Wastewater  
Lagoons  
Acres: 4.43

# Polk City Parks & R-O-W Mowing Locations: 25 – 26

Updated: 1/20/2022 Dani Scott GIS Analyst



**25**

Crossroads Greenspace  
Acres: 0.55



**26**

Hwy 415 R-O-W  
Acres: 0.77

# Polk City Parks & R-O-W Mowing Locations: 27 – 28

Updated: 1/20/2022 Dani Scott GIS Analyst



<b><u>27</u></b>	Southside Dr. R-O-W Acres: 0.12
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<b><u>28</u></b>	Marina Cove Park Acres: 1.44
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# Polk City Parks & R-O-W Mowing Locations: 29 – 30

Updated: 1/20/2022 Dani Scott GIS Analyst



**29**  
Twelve Oaks Park  
Acres: 2.69



**30**  
E Southside Dr Lift Station  
Acres: 1.11

# Polk City Parks & R-O-W Mowing Locations: 31 – 32

Updated: 1/20/2022 Dani Scott GIS Analyst



**31**  
S 14<sup>th</sup> St R-O-W  
Acres: 3.12



**32**  
Hwy 415 Welcome Sign  
Acres: 0.25





will be required to connect to Polk City sanitary sewers when available. A 33' sanitary sewer easement will be provided to facilitate connection.

**REVIEW COMMENTS:**

Submittal #3 addresses all of staff's review comments.

**RECOMMENDATION:**

Based on the satisfactory resolution of each of the foregoing issues, staff recommends approval of the Preliminary Plat for Forest Ridge Estates Plat 3 subject to the following:

1. P&Z recommendations, if any, shall be addressed prior to this item being placed on the Council agenda.
2. Payment of all fees to the City of Polk City.

**RESOLUTION NO. 2022-13**

**A RESOLUTION APPROVING A PRELIMINARY PLAT FOR  
FOREST RIDGE ESTATES PLAT 3**

---

**WHEREAS**, Civil Engineering Consultants, Inc (CEC), on behalf of Druppel Investments LLC, submitted a Preliminary Plat for approval for Forest Ridge Estates Plat 3 that lies within the 2 miles Extra-territorial Jurisdiction of Polk City, Iowa; and

**WHEREAS**, the Polk City Planning and Zoning Commission reviewed this Preliminary Plat and recommended its approval at their meeting on January 17, 2022; and

**WHEREAS**, the City Engineer has reviewed this Preliminary Plat and finds that all review comments have been satisfactorily addressed and therefore recommends approval of said Preliminary Plat.

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Polk City, Iowa, hereby accepts the recommendations of the Planning and Zoning Commission and the City Engineer and deems it appropriate to approve the Preliminary Plat for Forest Ridge Estates Plat 3.

**PASSED AND APPROVED** the 24 day of January 2022.

---

Steve Karsjen, Mayor

ATTEST:

---

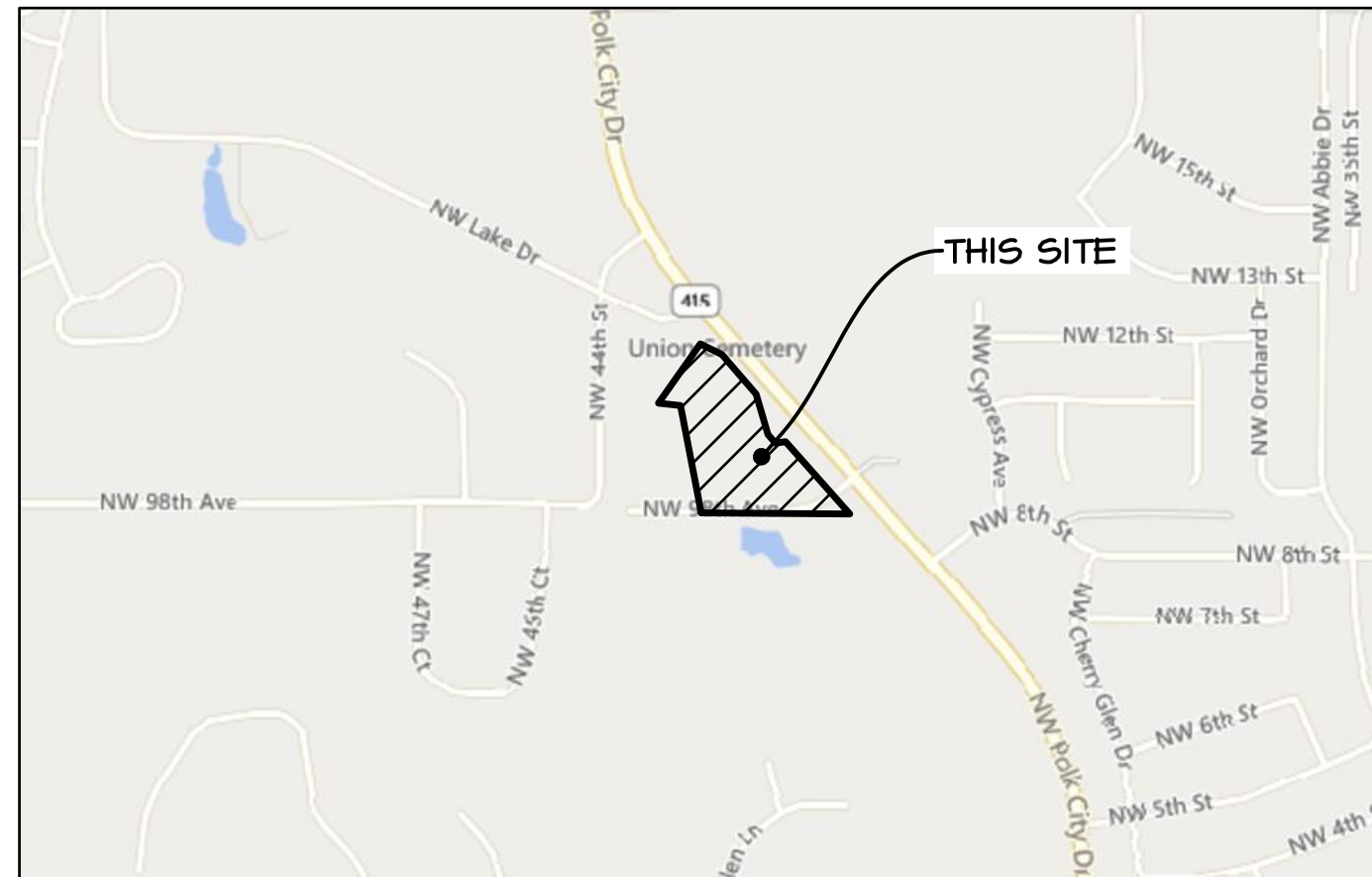
Jenny Coffin, City Clerk

# PRELIMINARY PLAT OF FOREST RIDGE ESTATES PLAT 3

9878 NW POLK CITY DRIVE, POLK CITY, IA 50226

**NOTES**

1. THIS PARCEL MAY BE SUBJECT TO EASEMENTS OF RECORD. NO TITLE WORK WAS PERFORMED BY THIS SURVEYOR.
2. THE UTILITIES SHOWN ON SURVEY ARE BASED ON OBSERVED EVIDENCE AND MAPS OBTAINED FROM THE IOWA ONE CALL DESIGN REQUEST LOCATE SERVICE. THIS SURVEYOR MAKES NO GUARANTEE THAT ALL UTILITIES THAT EXIST ON THE PROPERTY ARE SHOWN ON THE SURVEY.
3. MAILBOXES WITHIN ROAD RIGHT-OF-WAY SHALL BE OF A BREAKAWAY DESIGN.
4. ANY SUBSURFACE DRAINAGE FACILITIES THAT ARE DISTURBED MUST BE RESTORED OR REROUTED BY THE PROPERTY OWNER.
5. ALL SERVICES TO UTILITIES LOCATED ON THE OPPOSITE SIDE OF THE ROADWAY MUST BE BORED UNDER THE ROADWAY AT THE LOT OWNERS EXPENSE.
6. CULVERTS TO BE USED FOR CROSSING OVERLAND FLOWAGE EASEMENTS MUST BE DESIGNED BY A LICENSED PROFESSIONAL ENGINEER.
7. UTILITIES TO BE CONSTRUCTED PER THE LATEST VERSION OF IOWA SUDAS.
8. FUTURE DEVELOPMENT OF THE PROPERTY IS SUBJECT TO ARTICLE 7, SECTION 4, "NATURAL RESOURCE PROTECTION, WOODLANDS" OF THE POLK COUNTY ZONING CODE, WHICH PRESERVES WOODED AREAS OF THE PROPERTY.
9. MAINTENANCE OF ALL DRAINAGE EASEMENTS TO BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
10. POST DEVELOPMENT RUNOFF WILL NOT ADVERSELY AFFECT DOWNSTREAM DRAINAGE FACILITIES OR PROPERTY OWNERS.
11. IT SHALL BE THE DEVELOPER'S RESPONSIBILITY TO APPLY FOR AND OBTAIN ANY STORM WATER DISCHARGE PERMITS FROM THE IOWA DEPARTMENT OF NATURAL RESOURCES.
12. POLK COUNTY DOES NOT REQUIRE OR ISSUE PERMITS FOR SIDEWALKS AND DOES NOT ACCEPT THE LIABILITY AND/OR RESPONSIBILITY FOR CONSTRUCTION PLACEMENT, REPAIR, OR MAINTENANCE THEREOF OF ANY STREET SIDEWALK INSTALLED IN THE PLAT BY ANY HOME OWNER.
13. ALL SEPTIC SYSTEMS SHALL CONFORM TO POLK COUNTY'S REQUIREMENT.
14. BOTH RESIDENCES SHALL CONNECT TO POLK CITY SANITARY SEWER SYSTEM WHEN AVAILABLE.
15. ACCESS TO LOT 1 SHALL BE RESTRICTED TO THE EXISTING DRIVEWAY WITH ACCESS FROM NW POLK CITY DRIVE. ACCESS TO LOT 2 SHALL BE RESTRICTED TO THE EXISTING DRIVEWAY WITH NW 98TH AVENUE. NO ADDITIONAL ACCESS LOCATIONS SHALL BE PERMITTED FOR EITHER LOT.
16. ANY WORK IN ROW OTHER THAN FOR AN ENTRANCE WILL REQUIRE A POLK COUNTY ROW GRANT PERMIT.
17. THE TWO EXISTING HOMES ARE ON PRIVATE WELL WATER. BOTH RESIDENCES SHALL CONNECT TO POLK CITY WATER SYSTEM WHEN AVAILABLE.
18. BOTH THE 100 FOOT AND 50 FOOT DRAINAGE EASEMENTS ARE FOR CONVEYING WATER THROUGH THE SITE.



VICINITY SKETCH  
SCALE 1"=1000'



**PROPERTY OWNER:**

CER INC.  
317 S ANKENY BOULAVARD  
ANKENY, IA 50023  
TOM DAVIES  
515-208-0964  
TOM@CERSOLD.COM

**NATURAL GAS UTILITY**

MID AMERICAN ENERGY  
666 GRAND AVENUE  
DES MOINES, IA 50304  
CONTACT: JIM KEISLAR  
PHONE: 515-252-6472

**APPLICANT:**

CER INC.  
317 S ANKENY BOULAVARD  
ANKENY, IA 50023  
TOM DAVIES  
515-208-0964  
TOM@CERSOLD.COM

**ELECTRIC**

MIDAMERICAN ENERGY CORPORATION  
SARA LULON  
PHONE: (515)281-2241  
EMAIL: SLULON@MIDAMERICAN.COM

MIDLAND POWER COOPERATIVE  
NORM FANDEL  
1005 E. LINCOLN WAY  
JEFFERSON, IA 50124  
515-306-4111  
NFANDEL@MIDLANDPOWER.COOP

**PROJECT MANAGER:**

SHANE DEVICK  
CIVIL ENGINEERING CONSULTANTS  
2400 86TH STREET, #12  
URBANDALE, IOWA 50322  
PHONE: 515-276-4884, EXT. 222  
EMAIL: DEVICK@CECLAC.COM

**TELEPHONE**

CENTURY LINK  
2103 E UNIVERSITY  
DES MOINES, IA 50317  
CONTACT: DAVE HARRIS  
PHONE: 303-263-7250

**LAND USE**

EXISTING: RESIDENTIAL  
PROPOSED: RESIDENTIAL

**ZONING**

PROPOSED: RR - RURAL RESIDENTIAL

**SETBACKS**

- LOT WIDTH MINIMUM: 140'
- FRONT: 50'
- SIDEYARD: 15'
- REAR: 50'
- MAXIMUM BUILDING HEIGHT: 35'

**SITE AREA**

9.81 ACRES

SHEET INDEX	
SHEET #	SHEET TITLE
1	COVER
2	PRELIMINARY PLAT (DIMENSION)
3	PRELIMINARY PLAT (GRADING)

**PROFESSIONAL LAND SURVEYOR:**

JEFFREY A. GADDIS, PLS #18381  
CIVIL ENGINEERING CONSULTANTS  
2400 86TH STREET, #12  
URBANDALE, IOWA 50322  
PHONE: 515-276-4884, EXT. 221  
EMAIL: GADDIS@CECLAC.COM

**LEGAL DESCRIPTION:**

LOT 5, MINOR ACRES AN OFFICIAL AUDITORS PLAT RECORDED IN BOOK 'R', PAGE 623 AT THE POLK COUNTY RECORDER'S EXCEPT THAT PART DEFINED IN THE JUDGEMENT UPON DECLARATION OF TAKING RECORDED IN BOOK 6361, PAGE 804 AT THE POLK COUNTY RECORDER'S OFFICE, ALL BEING IN THE SW/4 NW/4 OF SECTION 17, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA

**PLAT AREA:**

9.82 ACRES

**FEMA FLOODPLAIN:**

THIS PROPERTY HAS NO AREA LOCATED WITHIN THE FEMA FLOODPLAIN.

**LEGEND**

- FOUND CORNERS
- SET PROPERTY CORNER (5/8" I.R. M'ORANGE CAP #12265 UNLESS OTHERWISE NOTED)
- PROPERTY BOUNDARY
- LOT LINES
- ORIGINAL PLATTED LOT LINES
- TREE LINE
- EXISTING PARKING STALL PAINT LINES
- BACK OF PORTLAND CEMENT CONCRETE (P.C.C.) CURB & EDGE OF PORTLAND CEMENT CONCRETE SLAB
- GUTTER
- CENTERLINE STREET
- SIDEWALK
- EXISTING CHAIN LINK FENCE
- EXISTING PIPE FENCE
- EXISTING WIRE FENCE
- OHV OVERHEAD WIRES (X = NUMBER OF WIRES)
- UGFO UNDERGROUND FIBER OPTIC LINES
- SXX STORM SEWER AND SIZE
- SANXX SANITARY SEWER AND SIZE
- WXX WATER MAIN AND SIZE
- GXX GAS MAIN AND SIZE
- UGE UNDERGROUND ELECTRIC
- CATV UNDERGROUND CABLE TELEVISION LINE
- UGT UNDERGROUND TELEPHONE LINE
- RETAINING WALL
- EXISTING BUILDING
- MAPS UTILITY LOCATION BASED ON MAPS PROVIDED BY THE IOWA ONE CALL SERVICE (APPROXIMATE LOCATIONS ONLY)
- EST ESTIMATED LOCATION BASED ON A COMBINATION OF SURVEY DATA, UTILITY MAPS, AND THE ORIGINAL SITE PLAN.
- PLANS LOCATION BASED ON ORIGINAL CONSTRUCTION DRAWINGS PROVIDED BY THE CITY OF URBANDALE.
- B/B BACK OF CURB TO BACK OF CURB
- CI & DIP CAST IRON PIPE & DUCTILE IRON PIPE
- VCP VITRIFIED CLAY PIPE
- RCP REINFORCED CONCRETE PIPE
- CLEAN OUT

- SANITARY & STORM MANHOLE
- OPEN THROAT INTAKE OR M6 INTAKE
- SINGLE & DOUBLE BACK OF CURB(B/C) INTAKE
- STORM AREA INTAKE
- MEDIACOM COMMUNICATIONS RISER
- COMMUNICATIONS RISER
- ELECTRIC TRANSFORMER
- ELECTRIC METER
- ELECTRIC BOX
- WOOD POWER POLE WITH LIGHT
- POWER POLE
- STEEL STREET LIGHT POLE
- METAL LIGHT POLE
- GUYWIRE ANCHOR
- FIRE HYDRANT
- WATER MAIN GATE VALVE
- WATER MAIN STOP BOX VALVE
- SIGN
- DEEDED BEARING & DISTANCE
- PREVIOUSLY RECORDED BEARINGS & DISTANCE
- MEASURED BEARING & DISTANCE
- FINISHED FLOOR ELEVATION
- PORTLAND CEMENT CONCRETE
- ASPHALTIC CEMENT CONCRETE
- CONCRETE MASONRY UNIT
- FLAGPOLE
- IRON ROD
- IRON PIPE
- COUNTY RECORDER'S INDEXING BOOK AND PAGE
- EXISTING DECIDUOUS TREE & CALIPER SIZE (GRAPHIC TREE SIZE IS REPRESENTATIVE OF APPROXIMATE DRIP LINE)
- EXISTING EVERGREEN TREE & CALIPER SIZE (GRAPHIC TREE SIZE IS REPRESENTATIVE OF APPROXIMATE DRIP LINE)
- BUILDING HEIGHT MEASURED FROM THE EXISTING GROUND TO PEAK (HEIGHT ACCURACY = +/- 0.5 FEET)
- PROPERTY ADDRESS

**CERTIFICATION**

LAND SURVEYOR  
JEFFREY A. GADDIS  
18381

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

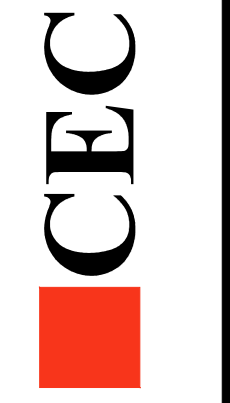
JEFFREY A. GADDIS, IOWA LICENSE NO. 18381 DATE 11/24/2021 IOWA LICENSE RENEWAL DATE IS DECEMBER 31, 2022

PAGES OR SHEETS COVERED BY THIS SEAL: SHEETS 1 - 3

**RETURN TO:**  
CIVIL ENGINEERING CONSULTANTS  
ATTN: JEFFREY A. GADDIS, PLS  
2400 86TH STREET, SUITE 12  
URBANDALE, IA 50322  
PHONE: 515-276-4884  
EMAIL: GADDIS@CECLAC.COM



Civil Engineering Consultants, Inc.  
2400 86th Street, Unit 12, Des Moines, Iowa 50322  
515.276.4884, mail@ceclac.com



DATE:	3RD SUB. 1-14-2022
	2ND SUB. 12-17-2021
	1ST SUB. 11-24-2021
DATE OF SURVEY:	NOV. 17, 2021
DESIGNED BY:	SJD
DRAWN BY:	JAG

FOREST RIDGE ESTATES PLAT 3  
9878 NW POLK CITY DRIVE, POLK CITY, IA 50226  
COVER

SHEET  
OF 3  
E-8731

Q:\E-FILES-8006\8731\_CSD Drawings\Plat\PREL PLAT\8731\_01.PP.dwg, 1/19/2022 11:34:42 AM, mmorgan, 1:1





DATE:	3RD SUB. 1-14-2022
	2ND SUB. 12-17-2021
	1ST SUB. 11-24-2021
DATE OF SURVEY:	NOV. 11, 2021
DESIGNED BY:	SJD
DRAWN BY:	JAG

**FOREST RIDGE ESTATES PLAT 3**  
 4878 NW POLK CITY DRIVE, POLK CITY, IA 50226  
**PRELIMINARY PLAT (GRADING)**

SHEET  
 OF 3  
 E-8731

**CEC**  
 Civil Engineering Consultants, Inc.  
 2400 86th Street, Unit 12, Des Moines, Iowa 50322  
 515.276.4884 mail@cecinc.com

SCALE: 1"=160' (11x17)  
 SCALE: 1"=80' (22x34)



Q:\E-FILES\800\8731\_CSD Drawings\PLAT\PREL PLAT\8731 (0) PP.dwg, 1/19/2022 11:44:04 AM, mmorgan, L1

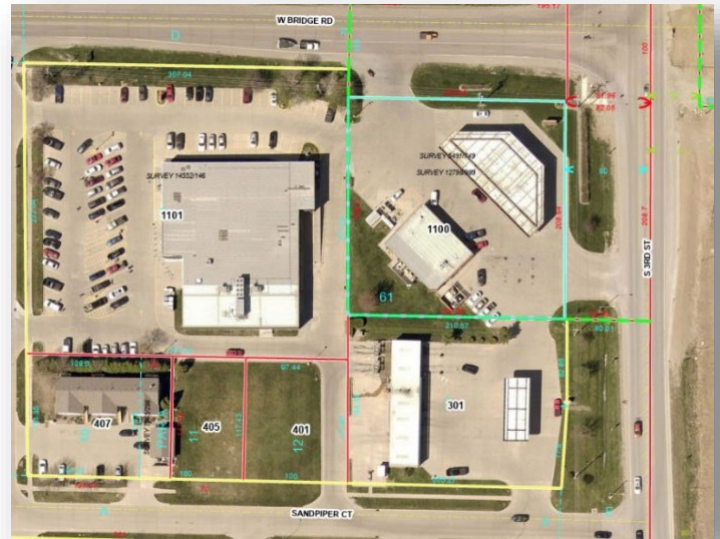
## SITE PLAN AMENDMENT REVIEW

Date: January 18, 2022  
 Project: Casey's Building Addition

Prepared by: Kathleen Connor  
 Travis Thornburgh, P.E.  
 Project No.: 121.1034.01

### GENERAL INFORMATION:

<b>Owner/ Applicant:</b>	Casey's Marketing Company
<b>Requested Action:</b>	Approval of Site Plan
<b>Location</b>	Southwest corner of S. 3 <sup>rd</sup> St./Bridge Road
<b>Size:</b>	1.00 acres
<b>Zoning:</b>	C-2
<b>Proposed Use:</b>	Convenience Store



### BACKGROUND:

A 2,376 square foot brick convenience store, with four fuel pumps under canopy, was constructed in 1997 to replace the original metal building. In 2007, a Site Plan Amendment was approved for a 15' wide addition to the back of the building. The north, south and east sides of this existing building are brick while the rear of the building has slate brown steel sheeting. The non-conforming brick-look lexan sign panels were allowed to remain on the original building but were not extended on the 2007 building addition. Detention requirements were waived since impervious area did not increase. At that time, Casey's also signed a Petition & Waiver for sidewalks along W. Bridge Road and S. 3<sup>rd</sup> Street.

In 2008, a Site Plan Amendment was approved for six new fuel pumps beneath a new, unlit canopy. The underground storage tanks were replaced at that time.

As previously discussed, access to this site must conform with the 2004 Access Management Plan approved by Iowa DOT and the City of Polk City which considered the then-future traffic signal at Bridge Road/S. 3<sup>rd</sup> Street and the potential for both of Casey's driveways to be restricted to right-in/right-out access onto IA 415. On November 8, 2021, City Council approved the Site Plan for HyVee Dollar Fresh which includes access onto S. 3<sup>rd</sup> Street at Sandpiper Court along with a northbound right-turn lane for this access and median island, based on a Traffic Impact Study approved by Iowa DOT.

**CURRENT PROJECT DESCRIPTION:**

The applicant plans to construct a 1,150 sf addition to the northwest side of the building. The addition will be brick to match the existing structure. The brick-look lexan will be replaced with red metal panels based on Casey's new architectural design concept. Signage will be updated based on their new logo, including one new 31 sf building sign on the red metal panel, three new 7 sf signs on the fuel pump canopy's metal panels, and an updated logo on the monument sign.

Sidewalks will be constructed along both W. Bridge Road and S. 3<sup>rd</sup> Street, connecting to the existing sidewalk ramps at the intersection. The driveway approaches on both streets will be reconstructed to accommodate these sidewalks.

The addition will also result in the relocation of two parking stalls, ice coolers, can shed, and utilities. A portion of their parking lot will also be removed and replaced as part of this project. The applicant requests detention requirements continue to be waived due to the negligible increase in impervious surfaces.

**REVIEW COMMENTS:**

Submittal #14 addresses all of staff's review comments.

The developer has also obtained approval of the required permit from Iowa DOT for construction within the Highway 415 right-of-way.

**RECOMMENDATION:**

P&Z and staff recommend approval of the Site Plan Amendment for Casey's, subject to all fees being paid to the City of Polk City.

**RESOLUTION NO. 2022-14**

**A RESOLUTION APPROVING AN AMENDMENT TO THE SITE PLAN FOR  
CASEY'S STORE LOCATED AT 1100 S 3<sup>RD</sup> STREET**

---

**WHEREAS**, a brick Casey's convenience store was constructed in 1997 to replace the original metal building; and

**WHEREAS**, in 2007 a Site Plan Amendment was approved for an addition to the back of the building and in 2008 an amendment was made for the addition of new fuel pumps and a new, unlit canopy as well as replacement of underground storage tanks; and

**WHEREAS**, Pelds Design Services, on behalf of Casey's has submitted an amendment to the Site Plan for Casey's to construct a 1,150-sf addition to the northwest side of the building, update the building's architectural design and signage based on their new logo including the following:

- 1 new 31 sf building sign on the red metal panel
- 3 new 7 sf signs on the fuel pump canopy
- 1 updated logo on the monument sign

Sidewalks will also be constructed along both W. Bridge Road and S. 3<sup>rd</sup> Street, connecting to the existing sidewalk ramps at the intersection and reconstructed driveway approaches at both entrances to accommodate the new sidewalks; and

**WHEREAS**, on November 15, 2021 the Polk City Planning & Zoning Commission met and recommended approval of the amended Site Plan, subject to completion of the City Engineer's review comments and recommendations being satisfactorily addressed; and

**WHEREAS**, the City Engineer has reviewed the Site Plan and accompanying documents and recommends its approval.

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Polk City, Iowa hereby accepts the recommendations of the Planning and Zoning Commission and the City Engineer and deems it appropriate to approve the amended Site Plan for Casey's.

**PASSED AND APPROVED** the 24 day January 2022.

---

Steve Karsjen, Mayor

ATTEST:

---

Jenny Coffin, City Clerk



**SITE ADDRESS**  
1100 S 3RD STREET  
POLK CITY, IOWA 50226

**SITE USE**  
CONVENIENCE STORE WITH FUELING STATIONS

**ZONING**  
EXISTING: C2  
PROPOSED: C2  
ADJACENT ZONING:  
NORTH: C2  
EAST: C2  
SOUTH: C2  
WEST: C2

**SETBACKS**  
FRONT: 25'  
SIDE: NA  
REAR: 35'

**BUILDINGS**  
EXISTING: ~ 51'-0" x 66'-0" - 3,470 SQ.FT.  
PROPOSED: ~ 26'-0" x 41'-8" - 1,150 SQ.FT.

**BUILDING USES**  
CONVENIENCE STORE

**BUILDING HEIGHT**  
PROPOSED HEIGHT: 13FT (MATCH EXISTING BUILDING)

**DEVELOPMENT SCHEDULE**  
DEVELOPMENT IS PROJECTED TO BEGIN IN THE SPRING OF 2022 UNLESS APPROVAL AND WEATHER ALLOW FOR WINTER CONSTRUCTION

WRA FOG PERMIT IS REQUIRED PRIOR TO APPROVAL OF THE BUILDING PERMIT

**PAVING**  
APPROACHES: 8" THICK NON REINFORCED P.C.C. WITH MINIMUM 6" CRUSHED ROCK SUBBASE\*\*\*  
PARKING LOT: 6" THICK NON REINFORCED P.C.C. WITH MINIMUM 6" CRUSHED ROCK SUBBASE\*\*\*  
CURB: 6" TALL STANDARD CASEY'S CURB  
SIDEWALK: 6" THICK P.C.C.

\*\*\*6" CRUSHED ROCK SUBBASE THAT COMPLIES WITH AASHTO M147 GRADE C OR GRADE D AND SUBGRADE THAT IS COMPACTED TO 95% STANDARD PROCTOR DENSITY. GEOTECHNICAL REPORT UNAVAILABLE AT THE TIME OF CIVIL SET PREPARATION. VERIFY SUBBASE DEPTH WITH ENGINEER PRIOR TO CONSTRUCTION.

MAXIMUM JOINT SPACING = PAVEMENT THICKNESS \* 1.5 6 \* 1.5 = 9 FT

**SITE AREA**  
1.00 ACRES (43,594 SQ.FT.)

**OPEN SPACE**  
EXISTING: 19% (8,354 SQ.FT.)  
PROPOSED: 19% (8,339 SQ.FT.)  
REQUIRED: 15% (6540 SQ.FT.)

**IMPERVIOUS SPACE**  
EXISTING: 81% (35,240 SQ.FT.)  
PROPOSED: 81% (35,255 SQ.FT.)

**PARKING**  
REQUIRED  
CURRENT BUILDING 2,376 SF @ 150 SF 23 STALLS  
2021 ADDITION 1,150 SF @ 150 SF 8 STALLS  
TOTAL STALLS REQUIRED (w/ 6% ADJUSTMENT): 29 STALLS  
PROVIDED  
STANDARD SPACES: 16 STALLS  
FUEL ISLAND SPACES: 12 STALLS  
ADA SPACE: 1 STALL  
TOTAL STALLS PROVIDED: 29 STALLS

**SIGN**  
NO ADDITIONAL FREESTANDING SIGNS ARE PROPOSED

**DISTURBED AREAS**  
ESTIMATED: 4,000 SQ.FT.  
ALL DISTURBED AREAS SHALL BE SODDED.  
THE DISTURBED AREA FOR THIS SITE IS LESS THAN 1 ACRE, THEREFORE A NPDES PERMIT IS NOT REQUIRED.

**FLOODPLAIN**  
PER FEMA MAPPING, THE SITE IS LOCATED IN ZONE X, WHICH DESCRIBES AREAS OF MINIMAL FLOOD RISK

**FAA**  
PER FAA NOTICE CRITERIA TOOL, SITE EXCEEDS NOTICE CRITERIA UP TO 100 FT HEIGHT (FOR POSSIBLE CRANE HEIGHT) AND THEREFORE FILING WITH THE FAA IS REQUIRED  
AERONAUTICAL NUMBERS: IN PROGRESS

**IOWA ONECALL CONTACT LIST:**

(M52G) MIDAMER-GAS  
Contact Name : Craig Ranfeld  
Contact Phone: 5152526632  
Contact Email: MECDSDesign.Locates@midamerican.com

(M52E) MIDAMER-ELEC  
Contact Name : Craig Ranfeld  
Contact Phone: 5152526632  
Contact Email: MECDSDesign.Locates@midamerican.com

(MIF) MI-FIBER  
Contact Name : Jack Jones  
Contact Phone: 5158979192  
Contact Email: jack@grm.net

(PCC) POLK CITY, CITY OF  
Contact Name : Jeny Gibbons  
Contact Phone: 5159846233  
Contact Email: jgibbons@polkcitiya.gov

(CTLIA01) CENTURYLINK  
Contact Name : SADIE HULL  
Contact Phone: 5155470147  
Contact Email: sadie.hull@lumen.com

(T12) MEDIACOM  
Contact Name : Tim Adreon  
Contact Phone: 5152332318  
Contact Email: tadreon@mediacomcc.com

(INS) AUREON NETWORK SERVICES  
Contact Name : Jeff Klocko  
Contact Phone: 5155300445  
Contact Email: jeff.klocko@aureon.com

# SITE IMPROVEMENTS FOR CGS POLK CITY 1100 S 3RD STREET POLK CITY, IOWA

**VICINITY MAP**



**SHEET INDEX**

- C-001 - COVER SHEET
- C-002 - NOTE SHEET
- C-003 - TOPO SHEET
- C-100 - DEMO SHEET
- C-103 - SITE SHEET
- C-201 - GRADING SHEET
- C-601 - DETAIL SHEET

**LEGAL DESCRIPTION:**

A part of Lot 61 of the Official Plat of the S1/2, SE1/4, Section 2, Township 80 North, Range 25 West of the 5th P.M., Polk County, Iowa, more particularly described as follows:

COMMENCING at the East Quarter Corner of Section 2, Township 80 North, Range 25 West; THENCE South 00°01'27" East, a distance of 1428.97 feet along the East line of said Section 2; THENCE North 89°06'42" West, a distance of 81.96 feet to the POINT OF BEGINNING; THENCE South 00°03'44" East, a distance of 208.64 feet; THENCE North 89°07'43" West, a distance of 208.99 feet; THENCE North 00°01'52" West, a distance of 208.70 feet; THENCE South 89°06'42" East, a distance of 208.88 feet to the POINT OF BEGINNING containing 1.001 acres, more or less.

ITEM	QUANTITY INFORMATION*	UNITS
6" CONCRETE PAVEMENT	ON-SITE: 6,188 - OFF-SITE: NONE	SQ. FT.
7" CONCRETE PAVEMENT	NONE	SQ. FT.
8" CONCRETE PAVEMENT	2,764	SQ. FT.
CONCRETE CURB	42	LIN. FT.
SIDEWALK, NOT ADJACENT TO STORE	1,800	SQ. FT.
DETENTION SYSTEM	NONE	CU. FT.
STRUCTURES - SW-301	1	EACH
STRUCTURES - NYLOPLAST BASIN	1	EACH
WATER MAIN	NONE	LIN. FT.
SEWER MAIN	NONE	LIN. FT.
SEWER SERVICE	DIRECT BURY: NONE - BORE: NONE	LIN. FT.
WATER SERVICE	DIRECT BURY: 75 - BORE: 58	LIN. FT.
EARTHWORK CUT & HAUL	NONE	CU. FT.
EARTHWORK CUT & RESPREAD	3,531	CU. FT.
EARTHWORK IMPORT & PLACE	3,255	CU. FT.
TOPSOIL REQUIRED	1000	CU. FT.
FENCING	NONE	LIN. FT.
SOD AREA	6,000	SQ. FT.
ASPHALT PAVEMENT DEMOLITION	NONE	SQ. FT.
CONCRETE PAVEMENT DEMOLITION	ON-SITE: 9,000 - OFF-SITE: NONE	SQ. FT.
BUILDING DEMOLITION	NONE	SQ. FT.
TREE DEMOLITION	NONE	EACH
RETAINING WALL	NONE	VERT. SQ. FT.

\*IN THE EVENT OF A DISCREPANCY BETWEEN THE QUANTITY ESTIMATES AND THE DETAILED PLANS, THE DETAILED PLANS SHALL GOVERN\*

**OWNER/DEVELOPER**

CASEY'S MARKETING COMPANY  
3305 SE DELAWARE AVE  
ANKENY, IOWA 50021  
PROJECT CONTACT: KEVIN SCHULZE  
PHONE: 515.965.6223  
EMAIL: KEVIN.SCHULZE@CASEYS.COM

**ENGINEER/ LAND SURVEYOR**

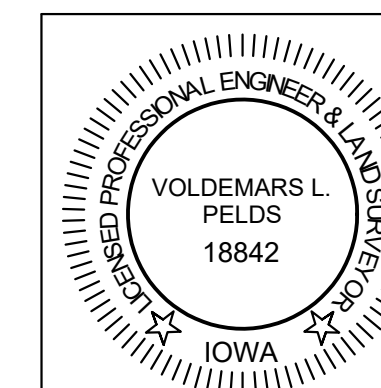
PELDS DESIGN SERVICES  
2323 DIXON ST  
DES MOINES, IOWA 50316  
PROJECT CONTACT: ELARA JONDLE  
PHONE: (515) 265-8196  
EMAIL: ELARA@PELDS.COM

**CITY CONTACT**

POLK CITY PUBLIC WORKS  
112 S 3RD STREET  
POLK CITY, IOWA 50226  
PROJECT CONTACT: NICK FURNESS  
PHONE: 515-423-4976  
EMAIL: NFURNESS@POLKCITYIA.GOV

**ARCHITECT**

PELDS DESIGN SERVICES  
2323 DIXON ST  
DES MOINES, IOWA 50316  
PROJECT CONTACT: DANIEL WILLRICH  
PHONE: 515-265-8196  
EMAIL: DANIEL@PELDS.COM



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

*Voldemars Pelds* 1/18/2022  
VOLDEMARS L. PELDS, P.E. IA LIC. NO. 18842 DATE  
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023  
ADDITIONAL PAGES OR SHEETS COVERED BY THIS SEAL (NONE UNLESS INDICATED HERE): C-001 - C-601

**PELDS DESIGN SERVICES**  
Architecture | Engineering | Surveying  
2323 Dixon Street, Des Moines, Iowa 50316 | PO Box 4626, Des Moines, Iowa 50305 | Ph: 515 265 8196

**REVISIONS:**  
12-03-2021 - REVISED SET BASED ON COMMENTS FROM CITY ENGINEER  
12-23-2021 - REVISED SET BASED ON COMMENTS FROM CITY ENGINEER  
01-18-2022 - REVISED SET BASED ON COMMENTS FROM CITY ENGINEER

**LEGEND:**

F.F.	FINISHED FLOOR	▲	CALCULATED SECTION CORNER	⊕	ELEC. MANHOLE	—	CATV	CABLE TELEVISION
+/-	MORE OR LESS	△	FOUND SECTION CORNER	⊖	ELEC. VAULT	—	FO	FIBER OPTIC
123.45G	GUTTER ELEVATION	▽	PARKING SPACE	⊙	GUY ANCHOR	—	G	GAS LINE
123.45TC	TOP OF CURB ELEVATION	◊	SIGN	⊗	TEL. JUNCTION BOX	—	OHE	OVERHEAD ELEC.
123.45 (123.45)	EXISTING/ PROPOSED ELEVATION	⊙	STREET LIGHT	⊗	CABLE TV JUNCTION BOX	—	OHT	OVERHEAD TEL.
FL	FLOWLINE ELEVATION	⊙	POWER POLE	⊗	GAS VALVE	—	SAN	SANITARY SEWER
⊕	CONTROL POINT	⊙	LIGHT POLE	⊗	GAS METER	—	ST	STORM SEWER
○	CALCULATED CORNER	⊙	AREA LIGHT	⊗	SANITARY SEWER MANHOLE	—	UG	UNDERGROUND ELEC.
●	FOUND CORNER	⊙	ELEC. TRANSFORMER	⊗	STORM SEWER MANHOLE	—	UGT	UNDERGROUND TEL.
		⊙	ELEC. METER	⊗	CLEANOUT	—	W	WATER
		⊙	ELEC. BOX	⊗	DOWNSPOUT	—	—	FENCE LINE
		⊙		⊗		—	P XX	PROPOSED UTILITY LINE
		⊙		⊗		—	E XX	EXISTING UTILITY LINE

**CGS POLK CITY**  
1100 S 3RD STREET  
POLK CITY, IOWA

DATE: 1/18/2022  
DRAWN BY: N. DAY  
SCALE: N. DAY  
LATEST REVISION: 1.18.2022  
DRAWING NO: 21-108

FILE PATH: J:\2021\Projects\21-108 - CGS Polk City\Engineering\Site Plans\Sheet Set  
C-001 - COVER SHEET

## GENERAL NOTES

- THE CITY OF POLK CITY MUST BE NOTIFIED BY ALL CONTRACTORS 48 HOURS PRIOR TO COMMENCING WORK.
- ALL PROPOSED MATERIALS AND STRUCTURES SHALL BE APPROVED BY THE CITY OF POLK CITY AND BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CURRENT O.S.H.A. CODES AND STANDARDS. NOTHING INDICATED ON THESE PLANS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH THE APPROPRIATE SAFETY REGULATIONS.
- ALL NECESSARY CONSTRUCTION SIGNS, BARRICADES AND OTHER TRAFFIC CONTROL DEVICES REQUIRED DURING CONSTRUCTION WILL BE FURNISHED BY THE CONTRACTOR. SIGNS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES MUST BE IN CONFORMANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS."
- PELDS DESIGN SERVICES SHALL NOT BE LIABLE FOR ANY INJURIES THAT HAPPEN ON SITE. THIS SHALL INCLUDE BUT NOT BE LIMITED TO TRENCH COLLAPSES FROM VARYING SOIL CONDITIONS OR INJURIES CAUSED BY UNDERGROUND UTILITIES INCLUDING UTILITIES THAT ARE NOT SHOWN ON PLAN.
- THE CONTRACTOR IS LIABLE FOR ALL DAMAGES TO PUBLIC OR PRIVATE PROPERTY CAUSED BY THEIR ACTION OR INACTION IN PROVIDING FOR STORM WATER FLOW DURING CONSTRUCTION. DO NOT RESTRICT FLOWS IN EXISTING DRAINAGE CHANNELS, STORM SEWER, OR FACILITIES.
- IF A PRE-CONSTRUCTION MEETING IS REQUIRED PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE THIS MEETING.
- LABORATORY TESTS SHALL BE PERFORMED BY THE OWNER UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL PROVIDE SAMPLES OF MATERIAL REQUIRED FOR LABORATORY TESTS AND TESTING IN ACCORDANCE WITH THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS.
- THE CONTRACTOR SHALL PROTECT ALL STRUCTURES NOT SHOWN AS REMOVALS ON THE PLANS.
- THE CONTRACTOR SHALL OBTAIN ANY AND ALL NECESSARY PERMITS PRIOR TO ANY CONSTRUCTION. CONTRACTOR SHALL WORK WITH OWNER OR OWNER'S REPRESENTATIVE ON ALL REQUIRED STORM WATER DISCHARGE PERMITS FROM THE IOWA DEPARTMENT OF NATURAL RESOURCES AND THE CITY OF POLK CITY.
- THE CONTRACTOR SHALL PICK UP ANY DEBRIS SPILLED ONTO THE ADJACENT RIGHT OF WAY OR ABUTTING PROPERTIES AS THE RESULT OF CONSTRUCTION, AT THE END OF EACH WORK DAY.
- THE CONTRACTOR IS RESPONSIBLE FOR THE PROMPT REMOVAL OF ALL MUD THAT HAS BEEN TRACKED OR WASHED UNTO ADJACENT PROPERTY OR RIGHT OF WAY UNTIL SUCH TIME THAT PERMANENT VEGETATION HAS BEEN ESTABLISHED.
- DISPOSE OF ALL EXCESS MATERIALS AND TRASH IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL REQUIREMENTS. PROVIDE WASTE AREAS OR DISPOSAL SITES OR EXCESS MATERIALS NOT DESIRABLE FOR INCORPORATION INTO THE PROJECT.
- ALL CONSTRUCTION WITHIN THE PUBLIC R.O.W./EASEMENTS, AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS SHALL COMPLY WITH THE CITY OF POLK CITY.
- THE CONTRACTOR SHALL CONTACT THE CITY OF POLK CITY TO SCHEDULE ANY REQUIRED INSPECTIONS AT LEAST ONE WEEK PRIOR TO ANY CONSTRUCTION WITHIN PUBLIC R.O.W./EASEMENTS, AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS
- IN THE EVENT OF ANY CONFLICTING NOTES BETWEEN THE COVER SHEET AND ALL OTHER SHEETS, THE NOTES ON THE COVER SHEET SHALL SUPERCEDE ALL OTHERS
- IN THE EVENT OF ANY CONFLICTING INFORMATION BETWEEN THE LABEL, ELECTRONIC CAD FILE, AND THE ELECTRONIC SURFACE, THE DESIGN ENGINEER SHALL BE CONTACTED FOR CLARIFICATION

## SURVEY NOTES

- SURVEY WORK WAS COMPLETED BY PELDS DESIGN SERVICES IN JANUARY 2021. SEE SITE SURVEY PROVIDED AS PART OF THIS SET OF PLANS FOR EXISTING SITE CONDITIONS AND BOUNDARY INFORMATION.

## STAKING NOTES

- IT IS RECOMMENDED FOR THE CONTRACTOR TO HAVE ALL STAKING DONE UNDER THE SUPERVISION OF A LICENSED LAND SURVEYOR AND IN COORDINATION WITH THE PROJECT ENGINEER.
- IT IS RECOMMENDED FOR THE CONTRACTOR TO HAVE ALL STAKING DONE DIRECTLY UNDER THE GENERAL CONTRACTOR BY A SINGLE COMPANY.
- STAKING DOES NOT RELIEVE CONTRACTOR OF ULTIMATE RESPONSIBILITY TO CONSTRUCT THE PROJECT PER PLAN.

## DEMO NOTES

- SAWCUT & REMOVE ALL PAVEMENT TO FULL DEPTH OF SLAB.
- PROTECT ALL TREES NOT CALLED OUT FOR REMOVAL WITH ORANGE CONSTRUCTION FENCE AT THE DRIP LINE.
- PAVEMENT STRIPING CALLED OUT FOR REMOVAL SHALL BE SANDBLASTED. NO GRINDING WILL BE ALLOWED.
- PROPERLY DISCONNECT ALL PUBLIC AND PRIVATE UTILITIES, AS NECESSARY.
- COMPLY WITH LOCAL, STATE, AND FEDERAL REGULATIONS TO REMOVE AND PROPERLY DISPOSE OF SIDEWALKS, STEPS, DRIVEWAYS, AND STRUCTURES (INCLUDING BOTH ABOVE GROUND AND BELOW GROUND ELEMENTS).
- COMPLY WITH LOCAL, STATE, AND FEDERAL REGULATIONS TO REMOVE FUEL TANKS, SEPTIC TANKS, CISTERNS, AND ANY OTHER UNDERGROUND FACILITIES; AND TO PROPERLY DISPOSE OF ANY LIQUIDS OR PRODUCTS CONTAINED WITHIN THESE ITEMS.
- PLACE BACKFILL MATERIAL IN HOLES AND DEPRESSIONS, GRADE THE SITE, AND ESTABLISH GROUND COVER.
- PROTECT EXISTING FIRE HYDRANTS, STREET LIGHTS, TRAFFIC SIGNALS, UTILITY POLES, FIRE ALARM BOXES, WIRE CABLES, UNDERGROUND UTILITIES, AND OTHER APPURTENANCES IN THE VICINITY OF THE DEMOLITION SITE
- COMPLY WITH NOISE POLLUTION REQUIREMENTS AND ANY WORKING HOUR RESTRICTIONS OF THE JURISDICTION.
- MAINTAIN OR RE-ESTABLISH ALL TILES, ROADWAY SUBDRAINS, CULVERTS, OR OTHER DRAINAGE FACILITIES NOT IDENTIFIED IN THE CONTRACT DOCUMENTS FOR REMOVAL.
- IMPLEMENT THE APPROVED EROSION AND SEDIMENT CONTROL PLAN FOR EACH SITE PRIOR TO INITIATING DEMOLITION BY PLACING ALL REQUIRED DEVICES; INCLUDE MEASURES TO PREVENT TRACKING OF MUD ONTO ADJACENT STREETS OR ALLEYS.
- COMPLY WITH ALL APPLICABLE AIR POLLUTION REQUIREMENTS OF THE JURISDICTION. USE WATER OR APPROPRIATE CHEMICALS FOR CONTROL OF DUST IN THE DEMOLITION AREA, ON HAULING EQUIPMENT, ON ADJACENT ROADWAYS, AND WHEN GRADING THE SITE.
- TAKE STEPS TO PREVENT THE GENERATION OF LITTER DURING DEMOLITION AND COLLECT ALL LITTER FROM THE DEMOLITION AREA AT THE END OF EACH WORKING DAY. LOAD TRUCKS TO PREVENT LEAKAGE OR BLOWING OF DEBRIS.
- REMOVE ALL CONCRETE, ASPHALT, OR MASONRY SLABS AND APPURTENANCES.
- REMOVE AND DISPOSE OF ALL BRUSH, SHRUBS, TREES, LOGS, DOWNED TIMBER, AND OTHER YARD WASTE ON THE SITE UNLESS OTHERWISE SPECIFIED IN THE CONTRACT DOCUMENTS. DO NOT MIX WITH DEMOLITION MATERIAL. REMOVE STUMPS TO A MINIMUM OF 2 FEET BELOW FINISH GRADE. PROTECT ANY TREES OR OTHER VEGETATION NOT DESIGNATED FOR REMOVAL BY PLACING A FENCE AT THE DRIP LINE ENCOMPASSING THE ENTIRE TREE AND KEEPING ALL OPERATIONS OUTSIDE OF THE FENCED IN AREA, INCLUDING STORAGE OF EQUIPMENT OR MATERIALS. AT NO ADDITIONAL COST TO THE CONTRACTING AUTHORITY, REPLACE ANY TREES THAT ARE DESIGNATED FOR PROTECTION BUT ARE DAMAGED BEYOND TREATMENT. THE ENGINEER WILL DETERMINE SIZE AND SPECIES OF THE REPLACEMENT TREE.
- SAW-CUT ALL HARD SURFACING AT LOCATION OF REMOVAL LIMITS.
- WHERE SELECTIVE DEMOLITION IS SHOWN AT PAVED AREAS, DEMOLISH THE EXISTING PAVING BACK TO AN EXISTING CONTROL JOINT NEAR THE LOCATION SHOWN.

## WETLAND NOTES

- PELDS DESIGN SERVICES DOES NOT PERFORM WETLAND STUDIES OR WETLAND MITIGATION. IT IS THE OWNER'S RESPONSIBILITY TO DETERMINE IF ANY WETLANDS ARE LOCATED ON THE PROJECT SITE AND PERFORM ANY NECESSARY MITIGATION PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES.

## DISCLAIMER

- THIS DRAWING IS BEING MADE AVAILABLE BY PELDS DESIGN SERVICES (P.D.S.) FOR USE ON THIS PROJECT IN ACCORDANCE WITH P.D.S.'S AGREEMENT FOR PROFESSIONAL SERVICES. P.D.S. ASSUMES NO RESPONSIBILITY OR LIABILITY (CONSEQUENTIAL OR OTHERWISE) FOR ANY USE OF THESE DRAWINGS (OR ANY PART THEREOF) EXCEPT IN ACCORDANCE WITH THE TERMS OF SAID AGREEMENT.
- P.D.S. DISCLAIMS ANY AND ALL LIABILITY OR RESPONSIBILITY FOR INFORMATION THAT DOES NOT BEAR THE ORIGINAL SEAL AND SIGNATURE OF THE PROFESSIONAL IN CHARGE.

# CIVIL ENGINEERING NOTES FOR CGS POLK CITY 1100 S 3RD STREET POLK CITY, IOWA

## UTILITY NOTES

- QUANTITY CALLOUTS ON PIPE LENGTHS ARE APPROXIMATE AND SHOULD BE USED FOR REFERENCE ONLY.
- PIPE LENGTHS CALLED OUT ON PLANS DO NOT INCLUDE FLARED END SECTION, WHERE APPLICABLE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES. ANY DAMAGE TO SAID UTILITIES SHALL BE REPAIRED TO THE SATISFACTION OF THE OWNER AT THE CONTRACTORS EXPENSE.
- THE CONTRACTOR SHALL RELOCATE EXISTING UTILITIES AS NECESSARY, SHOWN OR NOT SHOWN.
- THE CONTRACTOR SHALL COORDINATE WITH THE CITY ON ALL SIZE, DEPTHS, AND MATERIALS OF ALL PROPOSED UTILITIES.
- THE CONTRACTOR MUST PROVIDE AS-BUILTS OF ALL UTILITIES, INCLUDING DEPTH AND LOCATION OF ALL SERVICES IF REQUIRED BY CITY.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE APPROPRIATE UTILITY COMPANIES PRIOR TO CONNECTION OR DISCONNECTION OF A SERVICE LINE.
- CONTRACTOR IS TO COMPLY WITH THE LATEST SUDAS SPECIFICATIONS FOR MAINTENANCE, INSTALLATION, AND TESTING FOR CONSTRUCTION.
- THE CONTRACTOR SHALL COORDINATE THE ADJUSTMENT OF ANY AND ALL EXISTING AND PROPOSED UTILITIES TO PROPOSED GRADES. EXISTING UTILITIES SHALL BE RAISED OR LOWERED IN ACCORDANCE WITH THE UTILITY OWNER REQUIREMENTS. ANY NECESSARY ADJUSTMENTS SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION.
- ACTIVE EXISTING FIELD TILES ENCOUNTERED DURING CONSTRUCTION SHALL BE REPAIRED, REROUTED, OR CONNECTED TO PUBLIC OR PRIVATE STORM SEWER TO REMAIN IN SERVICE. THE TILE SHOULD BE DIRECTED TO PUBLIC STORM SEWER IF POSSIBLE. THE CONTRACTOR SHALL RECORD THE ELEVATION AND LOCATION OF ALL TILES.
- ALL RIP RAP CALLED OUT ON PLANS SHALL BE UNDERLAIN WITH ENGINEERING FABRIC.
- ALL STRUCTURE SIZES CALLED OUT ON PLANS ARE MINIMUM INSIDE WALL DIMENSIONS.
- ALL PROPOSED UTILITIES SHALL BE PRIVATE, UNLESS NOTED OTHERWISE.
- ALL STRUCTURES CALLED OUT AS "MODIFIED" OR "SPECIAL" SHALL BE ENGINEERED BY THE PRECASTER TO ENSURE STRUCTURE STABILITY. MODIFICATIONS INCLUDE ADDITIONAL WALL LENGTH TO ACCOUNT FOR LARGE PIPE DIAMETERS AND ADDITIONAL WALL WIDTH & BASE DEPTH TO ACCOUNT FOR DEEPER STRUCTURES. ANY AND ALL MODIFICATIONS TO STANDARD STRUCTURES SHALL BE CONSIDERED INCIDENTAL TO BID

### ELECTRICAL SERVICE NOTES

- ALL SITE LIGHTING SHALL NOT SPILL ONTO ADJACENT PROPERTIES OR RIGHT-OF-WAYS
- TRANSFORMER PAD IS SHOWN FOR REFERENCE ONLY AND MAY NOT BE DRAWN TO ACTUAL SIZE. PAD SHALL CONFORM TO ALL UTILITY COMPANY DESIGN STANDARDS AND SPECIFICATIONS.

### SANITARY SERVICE NOTES

- SANITARY SEWER SERVICE CONNECTIONS SHALL BE PLACED AT A SLOPE OF NO LESS THAN 2% FOR A 4" PIPE AND 1% FOR A 6" PIPE. SERVICES SHALL MAINTAIN 18" OF VERTICAL SEPARATION FROM THE WATER MAIN WITH 18" OF COMPACTED LOW PERMEABILITY SOIL BETWEEN THE UTILITIES WITHIN 10' OF THE CROSSING.

### STORM WATER SERVICE NOTES

- ALL STORM SEWER IN THE ROW SHALL BE RCP (CLASS III RCP), UNLESS OTHERWISE SPECIFIED.
- ALL PROPOSED RCP STORM SEWER PIPE JOINTS SHALL BE FABRIC WRAPPED AND THE LAST 3 PIPE SECTIONS ON THE APRON SHALL BE TIED WITH RF-14 TYPE II CONNECTORS. ALL APRONS SHALL HAVE A STANDARD FOOTING AND TRASH GUARD.
- ALL SUMP SERVICE LINES SHALL HAVE TRACE WIRE

### WATER SERVICE NOTES

- WATER SERVICE SHALL BE TYPE K COPPER, DIP OR HDPE, DEPENDING ON SIZE AND JURISDICTIONAL REQUIREMENTS. IF CONTAMINATED OR "HOT" SOILS, ENSURE APPROPRIATE PIPE IS BEING UTILIZED. SIZE OF WATER MAIN AS SHOWN ON PLANS.
- TRACER WIRE SHALL BE ADDED TO ALL WATER MAIN, AND BROUGHT TO THE SURFACE AT EVERY HYDRANT.
- THRUST BLOCKS SHALL BE INSTALLED AS REQUIRED AND SHALL BE CONSIDERED INCIDENTAL TO WATER MAIN CONSTRUCTION.
- ANY AND ALL HYDRANT AND VALVE EXTENSIONS, TOGETHER WITH VERTICAL BENDS, SHALL BE CONSIDERED INCIDENTAL TO WATER MAIN CONSTRUCTION. NO ADDITIONAL PAYMENT WILL BE PROVIDED FOR INCIDENTAL ITEMS.
- ALL WATER LINES SHALL HAVE A MINIMUM OF 5.5 FEET OF COVER UNLESS NOTED OTHERWISE.

## EXISTING UTILITIES NOTE

- THE LOCATIONS OF THE EXISTING UTILITIES SHOWN HEREON ARE APPROXIMATE. THEY HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND/OR RECORDS. THE CONTRACTOR IS RESPONSIBLE TO ENSURE THAT ANY EXISTING UTILITIES (SHOWN OR NOT SHOWN) ARE NOT DAMAGED DURING CONSTRUCTION: IOWA ONE-CALL (1-800-292-8989).

## UTILITY CONFLICT NOTES

- UTILITY CONFLICTS MAY EXIST ACROSS THE SITE WITH NEW UTILITIES, GRADING, PAVING ETC. MOST UTILITY CONFLICTS HAVE BEEN CALLED OUT FOR CONTRACTOR CONVENIENCE.
- CONTRACTOR IS RESPONSIBLE FOR ALL UTILITY CONFLICTS BETWEEN AN EXISTING UTILITY AND PROPOSED CONSTRUCTION THAT ARE EITHER CALLED OUT ON THE PLANS OR NOT CALLED OUT.
- CONTRACTOR SHALL COMPLY WITH ALL DNR REQUIREMENTS FOR PIPE MATERIAL, PIPE JOINTS, AND ANY OTHER APPLICABLE REQUIREMENTS ANY TIME A STORM SEWER OR SANITARY SEWER CROSSES OVER OR LESS THAN 18" BELOW A WATER MAIN.
- FOR ALL CRITICAL CROSSINGS WITH EXISTING UTILITIES, THE ELEVATION OF THE EXISTING UTILITY SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION. NOTIFY PELDS DESIGN SERVICES PRIOR TO CONSTRUCTION IF A CONFLICT EXISTS.

## SPECIFICATIONS NOTES

- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST VERSION OF THE URBAN STANDARDS SPECIFICATIONS FOR PUBLIC IMPROVEMENTS ON THE DATE OF APPROVAL AND THE CITY OF POLK CITY SUPPLEMENTAL SPECIFICATIONS.
- IN THE EVENT OF A DISCREPANCY BETWEEN THE PROJECT SPECIFICATIONS AND THE CITY OF POLK CITY REQUIREMENTS AND SPECIFICATIONS, PLUMBING CODE, AND URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENT, THE CITY OF POLK CITY STANDARD SPECIFICATIONS SHALL GOVERN.
- FOR ALL SPECIFICATION DISCREPANCIES, THE PROJECT ENGINEER SHALL BE CONTACTED PRIOR TO PROCEEDING WITH CONSTRUCTION. IF THE ENGINEER IS NOT CONTACTED, CONTRACTOR SHALL BE RESPONSIBLE FOR ANY PROBLEMS THAT RESULT FROM SAID DISCREPANCIES.

## REQUIRED AS-BUILT NOTES

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COST OF AS-BUILT TOPO, IF REQUIRED BY CITY.
- CONTRACTOR SHALL CONTACT PELDS DESIGN SERVICES TO PERFORM SAID AS-BUILT SURVEYS.
- IF ANYTHING HAS BEEN CONSTRUCTED INCORRECTLY, CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SUBSEQUENT AS-BUILT SURVEYS UNTIL ISSUES HAVE BEEN RECTIFIED.

## PAVING NOTES

- THE PAVING/ GRADING CONTRACTOR SHALL BACKFILL THE PAVING SLAB AND FINE GRADE THE RIGHT OF WAY AS SOON AFTER THE PAVING AS POSSIBLE. ALL AREAS SHALL BE SODDED IN ACCORDANCE WITH CITY OF POLK CITY SPECIFICATIONS AND THE LATEST VERSION OF SUDAS.
- SEE DETAILS FOR ALL PAVEMENT THICKNESS.
- DETECTABLE WARNING PANEL(S) CALLED OUT ON PLANS SHALL BE PER A.D.A. REGULATIONS. PANEL TYPE & COLOR SHALL BE PER CITY STANDARD.
- SIDEWALKS SHALL HAVE EXPANSION JOINTS AT 100 FOOT INTERVALS AS REQUIRED BY CITY CODE
- ALL WALKS, PARKING LOTS, HANDICAP PARKING, RAMPS, ETC. SHALL COMPLY WITH ALL A.D.A. AND CITY CODES. HANDICAP PARKING SIGNAGE IS REQUIRED FOR ALL HANDICAP STALLS AND SHALL BE CONSIDERED INCIDENTAL. IN EVENT OF A DISCREPANCY BETWEEN THE PLANS AND THE A.D.A./CITY CODES THE A.D.A./CITY CODES SHALL GOVERN. CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING A.D.A. CODES ARE MET.

## PAVEMENT SAWCUT NOTES

- CONTRACTOR TO PROVIDE SAWCUT JOINTING PLAN PRIOR TO ANY CONCRETE PAVEMENT INSTALLATION.
- PAVEMENT MAY BE REQUIRED TO BE REMOVED AND REPLACED IF PLACED WITHOUT AN APPROVED PLAN.
- LONGITUDINAL JOINTS IN DRIVE LANES & THE OUTER MOST JOINT OF ALL PARKING AREAS SHALL BE SUDAS TYPE 'L-1' OR 'L-2' JOINTS AND HAVE STEEL. INTERIOR PARKING LOT JOINTS, OTHER THAN THE OUTER MOST JOINT, DO NOT NEED STEEL AND SHALL BE SUDAS TYPE 'B' OR TYPE 'K' JOINTS. ALL TRANSVERSE JOINTS SHALL BE SUDAS TYPE 'C' OR TYPE 'DW' JOINTS WITH STEEL IN THE CASE OF A DAY'S WORK JOINT.

## SOIL NOTES


- STRIP AND STOCKPILE THE TOP 8 INCHES OF SOIL ON ALL DISTURBED AREAS. GRADING CONTRACTOR SHALL STOCKPILE TOPSOIL FOR SHOULDERING.
- SOD REQUIREMENT PER SUDAS: IN AREAS WHERE TOPSOIL HAS BEEN STRIPPED, A SODBED SHOULD BE CONSTRUCTED BY SPREADING A MINIMUM OF 6 INCHES OF TOPSOIL PRIOR TO SODDING. DEEPER TOPSOIL DEPTHS (8 TO 12 INCHES OR GREATER) ARE DESIRABLE AS THEY INCREASE THE ORGANIC MATTER AVAILABLE FOR USE BY THE PLANTS, ALLOW FOR DEEPER ROOT PENETRATION AND INCREASE THE MOISTURE HOLDING ABILITY OF THE SOIL.
- PERMANENT SEED REQUIREMENT PER SUDAS: IN ORDER TO PROVIDE AN ADEQUATE GROWING MEDIUM, A MINIMUM OF 8 INCHES OF TOPSOIL SHOULD BE PLACED OVER THE DISTURBED AREA PRIOR TO SEEDING. DEEPER TOPSOIL DEPTHS (8-12 INCHES OR GREATER) ARE DESIRABLE AS THEY INCREASE THE ORGANIC MATTER AVAILABLE FOR USE BY THE PLANTS, ALLOW FOR DEEPER ROOT PENETRATION AND INCREASE THE MOISTURE HOLDING ABILITY OF THE SOIL.
- TOPSOIL SHALL BE FREE OF ALL ROCK AND DEBRIS LARGER THAN 3/4" IN SIZE.
- TOPSOIL IS DEFINED AS: FERTILE, FRIABLE LOAM, CAPABLE OF SUSTAINING VIGOROUS PLANT GROWTH, FROM WELL DRAINED SITE FREE FROM FLOODING, NOT IN FROZEN OR MUDDY CONDITIONS; REASONABLE FREE FROM SUBSOIL, CLAY LUMPS, ROOTS, GRASS, WEEDS, STONES LARGER THAN 3/4 INCH IN DIAMETER, AND FOREIGN MATTER; ACIDITY RANGE (PH) OF 5.5 TO 7.5; CONTAINING MINIMUM 4 PERCENT AND MAXIMUM 20 PERCENT ORGANIC MATTER.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING ALL TOPSOIL REQUIREMENTS OF NPDES GENERAL PERMIT NO. 2 ARE MET.
- REFERENCE GEOTECHNICAL REPORT FOR ADDITIONAL SOILS INFORMATION INCLUDING BUT NOT LIMITED TO SUBGRADE INFORMATION, FOOTING DESIGN, AND ANY POSSIBLE OVER EXCAVATION DUE TO POOR SOILS. PAVEMENT SECTIONS ON THE PLANS GOVERN OVER PAVEMENT THICKNESS IN THE SOILS REPORT.

## GRADING NOTES

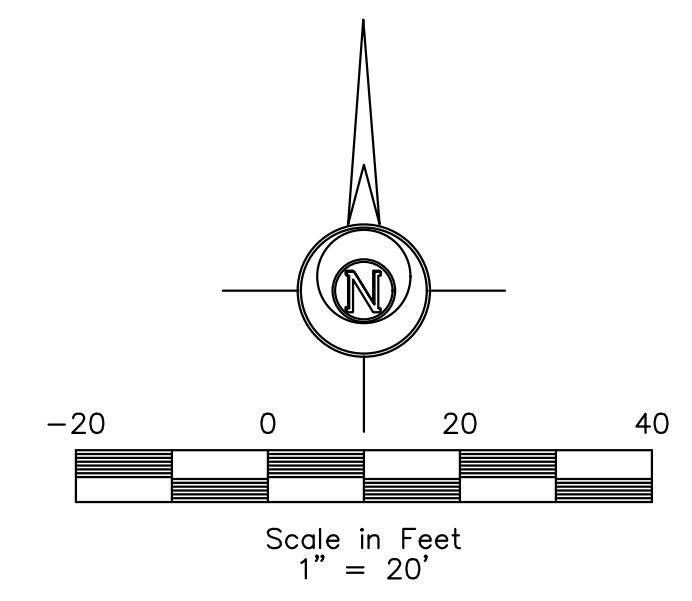
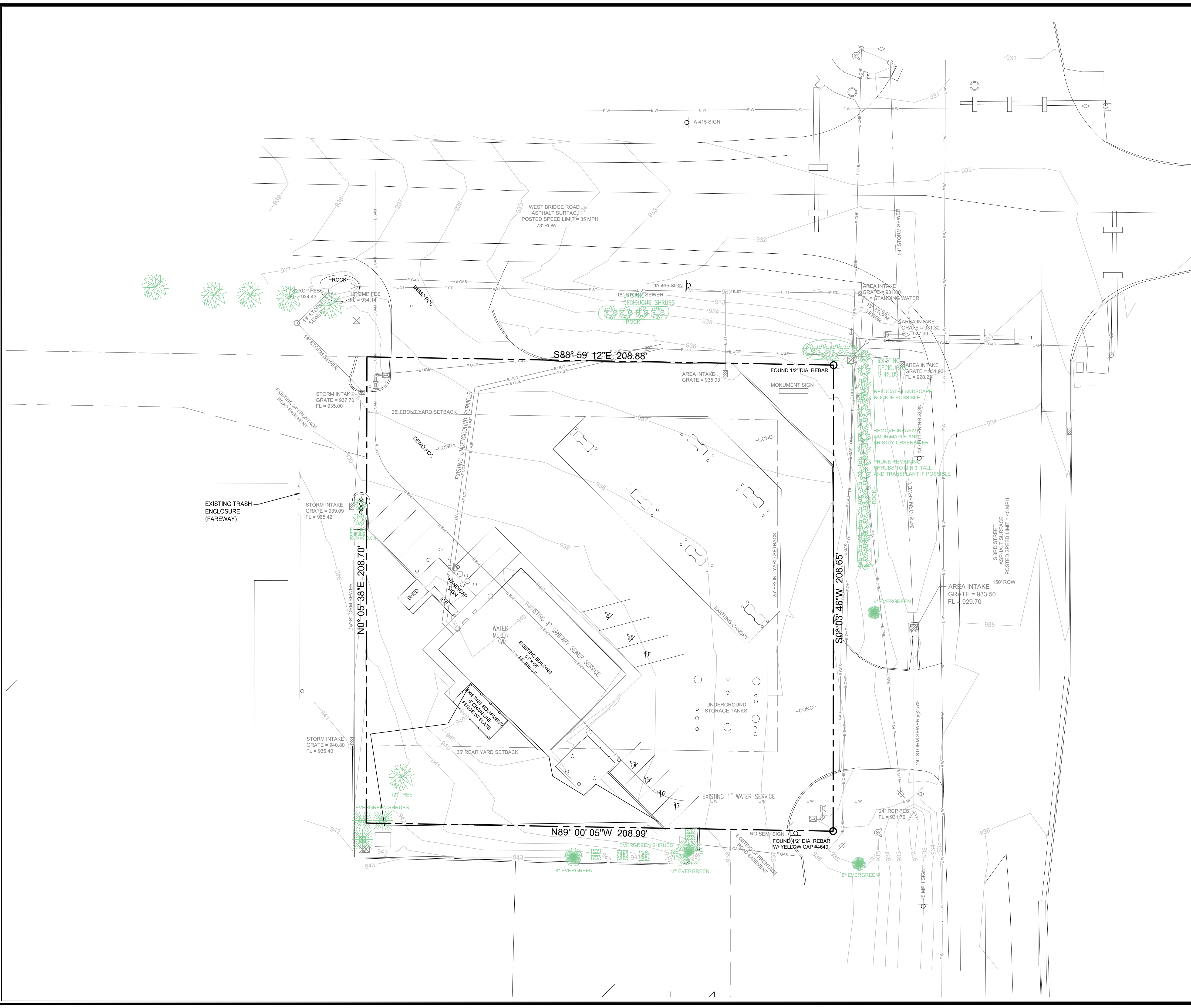
- AREAS TO RECEIVE STRUCTURAL FILL SHALL BE BENCHED. STRUCTURAL FILL SHALL BE COMPACTED TO A DENSITY THAT IS NOT LESS THAN 95% STANDARD PROCTOR.
- PREPARE BOTTOM OF BENCH FOR FILL BY DISKING TO A DEPTH OF 12 INCHES AND COMPACT. ANY LOCALIZED AREAS WHICH CANNOT BE SATISFACTORILY COMPACTED OR WHICH SHOW EVIDENCE OF PUMPING ACTION SHALL BE UNDERCUT AND RE-COMPACTED WITH ON-SITE FILL MATERIALS.
- ALL AREAS WHICH ARE TO RECEIVE PAVING SHALL HAVE THE TOP 12 INCHES DISKED AND COMPACTED TO 95% STANDARD PROCTOR DENSITY.
- MAINTAIN ALL CUT AND FILL AREAS TO ACCOMMODATE SURFACE DRAINAGE.
- FINISH GRADE ON ALL NON-PAVED AREAS SHALL BE WITHIN 0.20 FT, AND PAVED AREAS SHALL BE WITHIN 0.10 FT OF THE PROPOSED GRADES SHOWN ON THE PLAN
- MAXIMUM ALLOWABLE GRADE ON ALL PROPOSED SLOPES IS 3:1.
- THE MOISTURE CONTENT SHALL NOT DEVIATE FROM THE OPTIMUM BY MORE THAN 2% IN STRUCTURAL FILL.
- MAXIMUM 2% CROSS-SLOPE ON ALL SIDEWALKS.
- GRADING AND EROSION CONTROL SHALL BE DONE IN ACCORDANCE WITH THE APPROVED GRADING PLAN, SWPPP, NPDES DOCUMENTS, AND IOWA DEPARTMENT OF NATURAL RESOURCES REQUIREMENTS.

## LANDSCAPING NOTES

- ALL SODDING & LANDSCAPE PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE URBAN STANDARD SPECIFICATIONS, UNLESS SPECIFIED OTHERWISE.
- SEED OR SOD ALL DISTURBED AREAS WITHIN THE CONTRACT LIMITS, UNLESS NOTED OTHERWISE. SOD LIMITS SHOWN ON PLAN ARE FOR REFERENCE ONLY. FINAL LIMITS MAY CHANGE BASED ON CONSTRUCTION ACTIVITIES. SEED ALL DISTURBED AREAS OFF-SITE
- STAKE SOD ON ALL SLOPES 4:1 OR GREATER.
- PLANT QUANTITIES ARE FOR CONTRACTORS CONVENIENCE, THE DRAWING SHALL PREVAIL IF A CONFLICT OCCURS.
- ALL PLANT MATERIAL SHALL CONFORM TO THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1).
- CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE YEAR FROM THE DATE OF ACCEPTANCE.
- CONTRACTOR SHALL PLACE SHREDDED HARDWOOD MULCH OR BRICK CHIPS OR WASHED STONE AROUND ALL TREES, SHRUBS AND GROUND COVER BEDS TO A DEPTH OF 4 INCHES, UNLESS NOTED.
- PROVIDE 6MIL MINIMUM PLASTIC BELOW ROCK/BRICK.
- THE LANDSCAPING CONTRACTOR SHALL HAVE ALL UTILITIES LOCATED BEFORE STARTING ANY SITE WORK OR PLANTING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES.
- CONTRACTOR SHALL BE RESPONSIBLE MAINTAINING APPROPRIATE LEVEL OF WATERING FOR ALL NEW PLANTS FOR A PERIOD OF 30 DAYS.
- CONTRACTOR SHALL DESIGN AND PROVIDE IRRIGATION SYSTEM. COORDINATION WITH ARCHITECT REQUIRED.
- ALL BEDS TO RECEIVE GRANULAR PRE-EMERGENT WEED CONTROL BEFORE AND AFTER MULCH IS INSTALLED.

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TITLE:			
<b>CGS POLK CITY 1100 S 3RD STREET POLK CITY, IOWA</b>			
REVISIONS:		REVISIONS:	
COPYRIGHT DATE: ----		DATE: 1.18.2022	ISSUE NO: 21-108
DRAWN BY: N. DAY		SCALE:	DRAWING NO: 21-108
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			<b>C-002 - NOTE SHEET</b>

**CITY BENCHMARK:**  
 SANITARY MH AT THE INTERSECTION OF  
 S 3RD STREET & W BRIDGE ROAD RIM = 931.28 (NAVD88)



**LEGEND:**

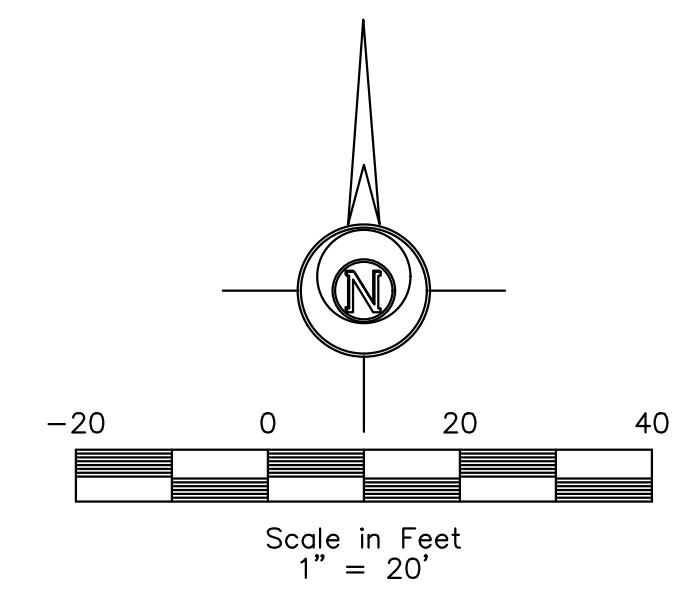
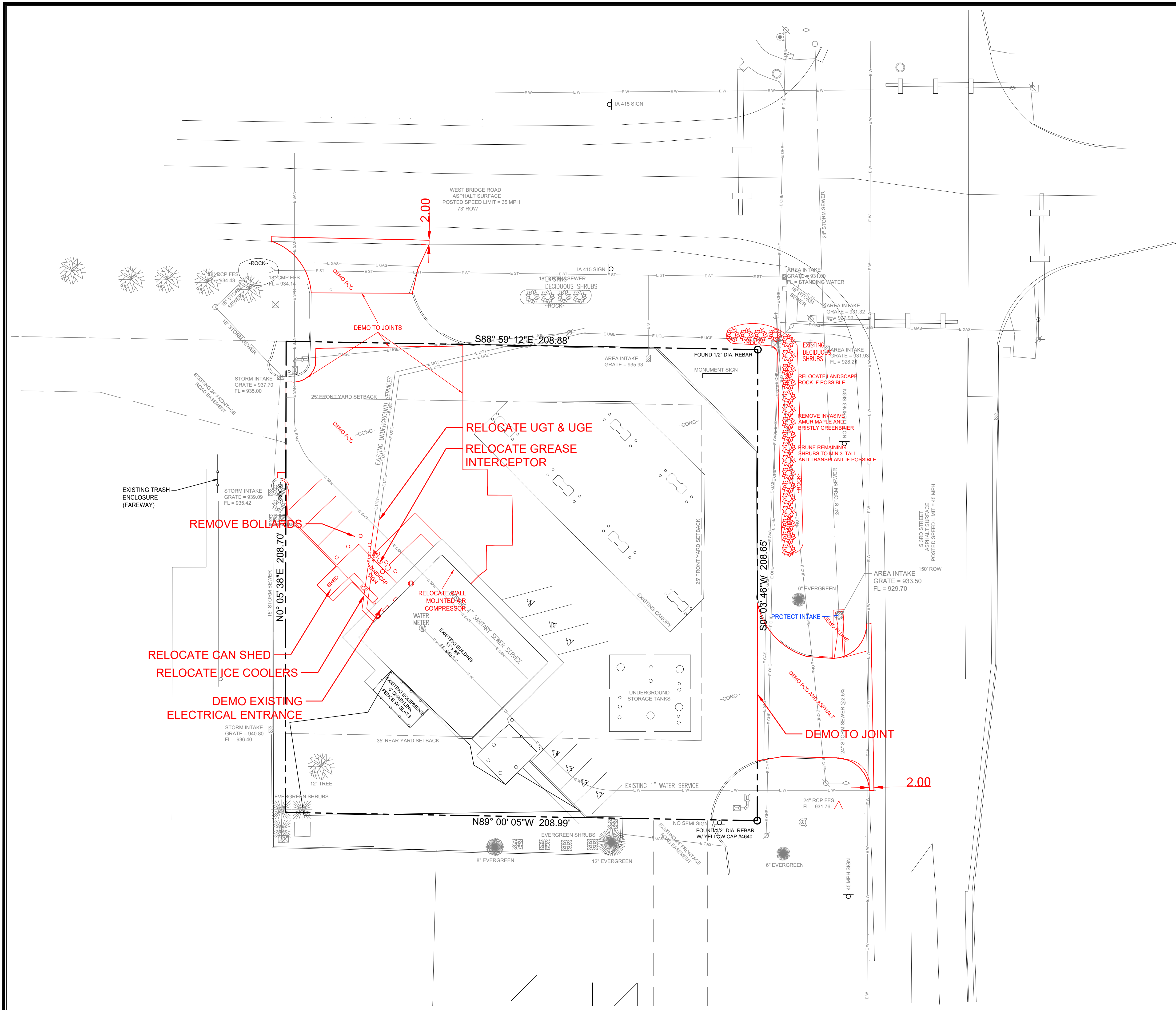
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123.45G	GUTTER ELEVATION	⊙	SANITARY SEWER MANHOLE
123.45TC	TOP OF CURB ELEVATION	⊙	STORM SEWER MANHOLE
123.45/123.45	EXISTING/ PROPOSED ELEVATION	⊙	TRAFFIC MANHOLE
FL	FLOWLINE ELEVATION	⊙	CLEANOUT
⊙	CONTROL POINT	⊙	DOWNSPOUT
⊙	CALCULATED CORNER	⊙	AREA INTAKE
⊙	FOUND CORNER	⊙	SINGLE INTAKE
⊙	CALCULATED SECTION CORNER	⊙	THROAT INTAKE
⊙	FOUND SECTION CORNER	⊙	FLARED END SECTION
⊙	PARKING SPACE SIGN	⊙	GAS VALVE
⊙	STREET LIGHT	⊙	FIRE HYDRANT
⊙	POWER POLE	⊙	WATER VALVE
⊙	LIGHT POLE	⊙	P XX — PROPOSED UTILITY LINE
⊙	AREA LIGHT	⊙	E XX — EXISTING UTILITY LINE
⊙	GUY ANCHOR	⊙	CATV — CABLE TELEVISION
⊙	TEL. JUNCTION BOX	⊙	FO — FIBER OPTIC
⊙	ELEC. TRANSFORMER	⊙	GAS — GAS LINE
⊙	ELEC. METER	⊙	OHE — OVERHEAD ELEC.
⊙	ELEC. BOX	⊙	OHT — OVERHEAD TEL.
⊙	ELEC. VAULT	⊙	SS — SANITARY SEWER
⊙	FIBER OPTIC VAULT	⊙	ST — STORM SEWER
⊙	GAS METER	⊙	UGE — UNDERGROUND ELEC.
⊙	CABLE TV JUNCTION BOX	⊙	UGT — UNDERGROUND TEL.
⊙	WATER METER	⊙	W — WATER
		⊙	— FENCE LINE

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**CGS POLK CITY**  
**1100 S 3RD STREET**  
**POLK CITY, IOWA**

REVISIONS: **FINAL**

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**LEGEND:**

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123.45G	GUTTER ELEVATION	⊙	SANITARY SEWER MANHOLE
123.45TC	TOP OF CURB ELEVATION	⊙	STORM SEWER MANHOLE
123.45/123.45	EXISTING/ PROPOSED ELEVATION	⊙	TRAFFIC MANHOLE
FL	FLOWLINE ELEVATION	⊙	CLEANOUT
⊙	CONTROL POINT	⊙	DOWNSPOUT
⊙	CALCULATED CORNER	⊙	AREA INTAKE
⊙	FOUND CORNER	⊙	SINGLE INTAKE
⊙	CALCULATED SECTION CORNER	⊙	THROAT INTAKE
⊙	FOUND SECTION CORNER	⊙	FLARED END SECTION
⊙	PARKING SPACE SIGN	⊙	GAS VALVE
⊙	STREET LIGHT	⊙	FIRE HYDRANT
⊙	POWER POLE	⊙	WATER VALVE
⊙	LIGHT POLE	⊙	P XX — PROPOSED UTILITY LINE
⊙	AREA LIGHT	⊙	E XX — EXISTING UTILITY LINE
⊙	GUY ANCHOR	⊙	CATV — CABLE TELEVISION
⊙	TEL. JUNCTION BOX	⊙	FO — FIBER OPTIC
⊙	ELEC. TRANSFORMER	⊙	GAS — GAS LINE
⊙	ELEC. METER	⊙	OHT — OVERHEAD ELEC.
⊙	ELEC. BOX	⊙	OHT — OVERHEAD TEL.
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⊙	GAS METER	⊙	UGE — UNDERGROUND ELEC.
⊙	CABLE TV JUNCTION BOX	⊙	UGT — UNDERGROUND TEL.
⊙	WATER METER	⊙	W — WATER
		⊙	— FENCE LINE

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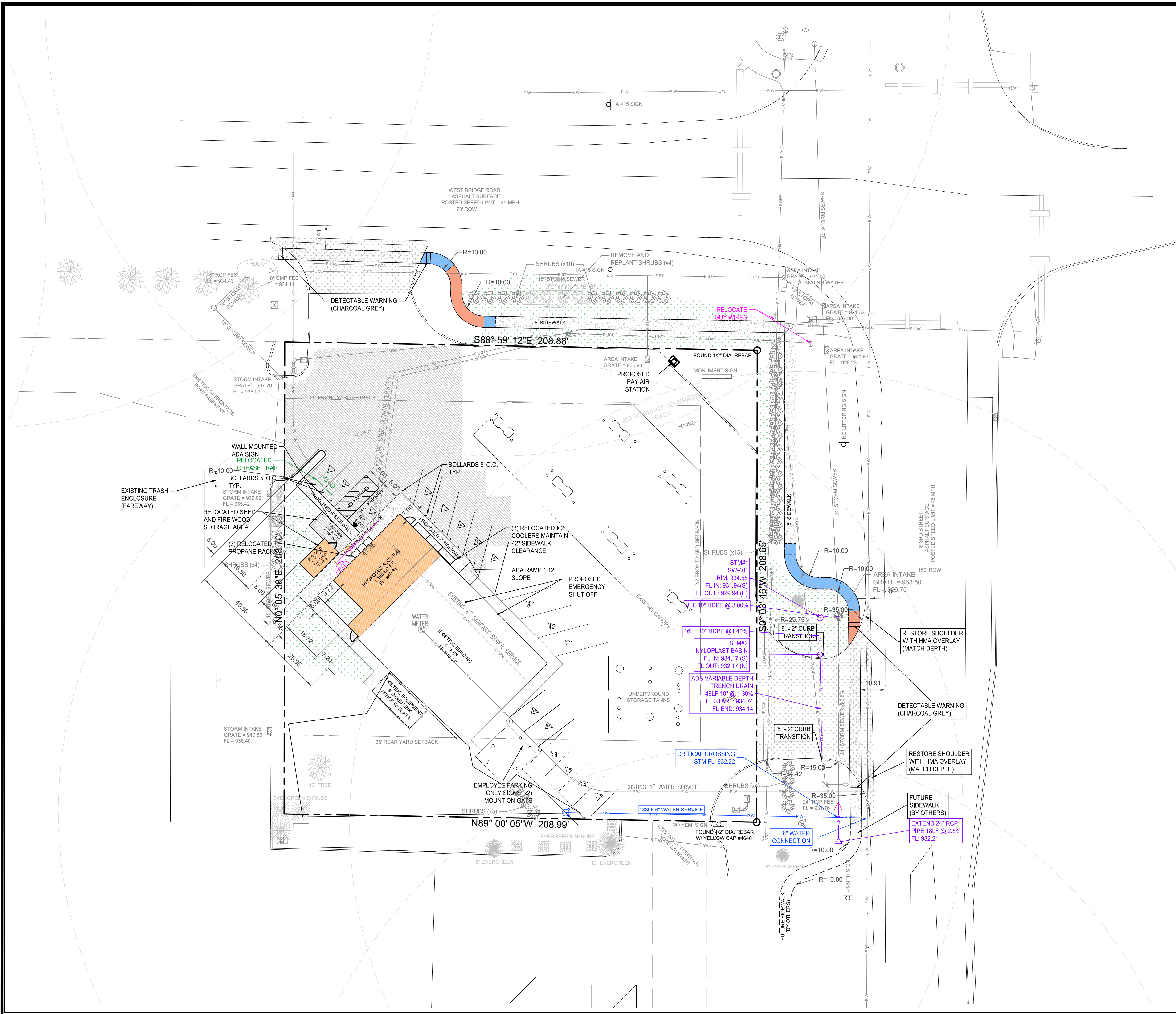
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**1100 S 3RD STREET**  
**POLK CITY, IOWA**

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**C-100 - DEMO SHEET**



- NOTES:**
- THERE WILL BE A NEGLIGIBLE CHANGE IN IMPERVIOUS AREA, THEREFORE NO ADDITIONAL TREES WILL BE PROVIDED. 31 DECIDUOUS SHRUBS WILL BE PROVIDED TO COMPLETE SCREENING REQUIREMENTS. PROPOSED SHRUBS SHALL MATCH THE EXISTING SHRUB SPECIES. EXISTING SHRUBS WILL BE PRUNED TO NO LESS THAN 3 FEET TALL.
  - ACCESS TO THIS SITE WILL BE IN CONFORMANCE WITH THE 2004 ACCESS MANAGEMENT PLAN APPROVED BY IOWA DOT AND THE CITY OF POLK CITY
  - APPROVED PERMIT IS REQUIRED FROM DOT FOR ALL WORK IN THEIR ROW
  - THERE SHALL BE NO OUTDOOR SALES OR STORAGE ON SITE, OTHER THAN THE THREE ICE COOLERS, THREE PROPANE RACKS, AND FIREWOOD STORAGE
  - THE OPAQUE SCREENING GATE ON THE TRASH ENCLOSURE SHALL REMAIN CLOSED AT ALL TIMES
  - NO CHANGES ARE PROPOSED TO THE LED PARKING LOT LIGHT FIXTURES
  - NO CHANGES ARE PROPOSED TO THE LED LIGHT FIXTURES OR BULBS MOUNTED BELOW THE GASLINE CANOPY
  - THE EXISTING CANOPY LEXAN DETAILING WILL BE UPDATED TO THE NEW BTR RED 3MM ACM PANELING. NO LIGHTING WILL BE ADDED TO THE CANOPY. 3 SIGNS WILL BE ADDED.
  - NO TEMPORARY SIGNS OR PERMANENT SIGNS SHALL BE MOUNTED ON THE BUILDING OR APPURTENANCES WITHOUT AN APPROVED SIGN PERMIT
  - ALL SIGNAGE UNDERNEATH THE CANOPY, WHETHER TEMPORARY OR PERMANENT, SHALL HAVE LETTERS THAT ARE NO GREATER THAN 4" IN HEIGHT

**LEGEND:**

	PROPOSED BUILDING		PROPOSED SOD
	PROPOSED 6" P.C.C		PROPOSED 8" P.C.C
	PROPOSED SIDEWALK		
	ADA TURNING SPACE		
	ADA CURB RAMP		

Scale in Feet  
1" = 20'

**LEGEND:**

+/-	MORE OR LESS		ELEC. MANHOLE
F.F.	FINISHED FLOOR		SANITARY SEWER MANHOLE
123.45G	GUTTER ELEVATION		STORM SEWER MANHOLE
123.45TC	TOP OF CURB ELEVATION		TRAFFIC MANHOLE
123.45/123.45	EXISTING/PROPOSED ELEVATION		CLEANOUT
FL	FLOWLINE ELEVATION		DOWNSPOUT
	CONTROL POINT		AREA INTAKE
	CALCULATED CORNER		SINGLE INTAKE
	FOUND CORNER		THROAT INTAKE
	CALCULATED SECTION CORNER		FLARED END SECTION
	FOUND SECTION CORNER		GAS VALVE
	PARKING SPACE		FIRE HYDRANT
	SIGN		WATER VALVE
	STREET LIGHT		P XX PROPOSED UTILITY LINE
	POWER POLE		E XX EXISTING UTILITY LINE
	LIGHT POLE		CATV CABLE TELEVISION
	AREA LIGHT		FO FIBER OPTIC
	GUY ANCHOR		GAS GAS LINE
	TEL. JUNCTION BOX		OHE OVERHEAD ELEC.
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	FIBER OPTIC VAULT		UGT UNDERGROUND TEL.
	GAS METER		W WATER
	CABLE TV JUNCTION BOX		--- FENCE LINE
	WATER METER		

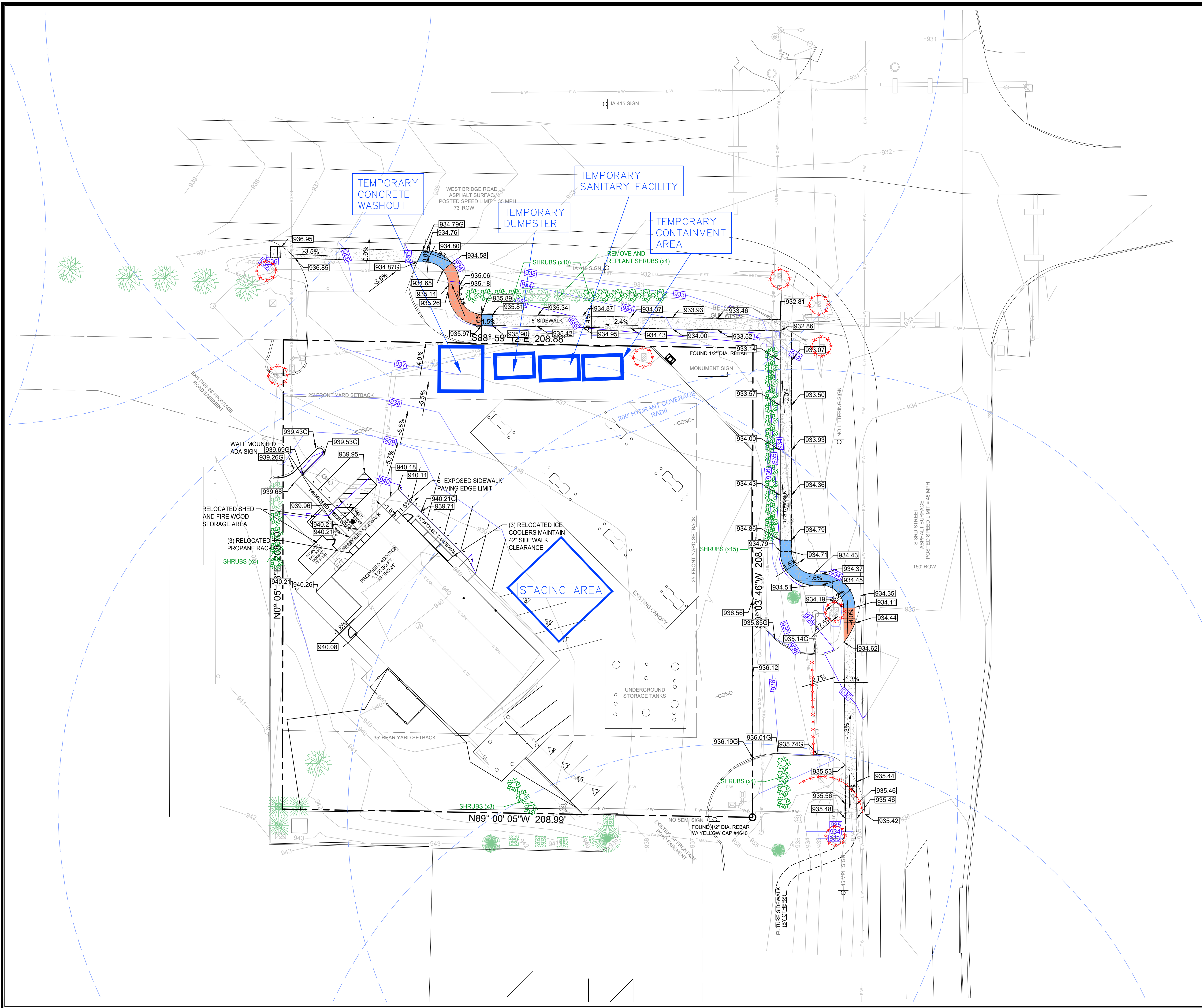
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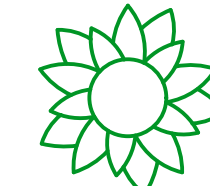
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C-103 - SITE SHEET



 31 PROPOSED DECIDUOUS SHRUBS  
(MATCH EXISTING SPECIES)  
PLANTING SIZE: 3 GALLON

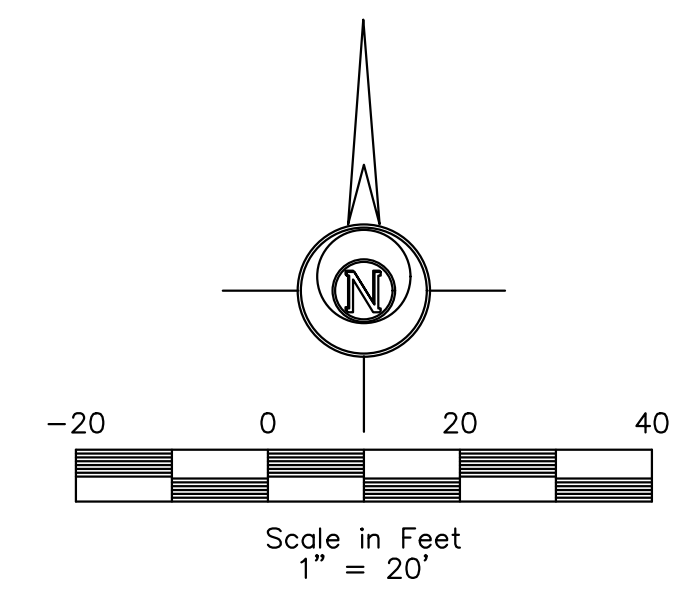
 FILTER SOCK

 HYDRANT COVERAGE RADII
















































 ADA TURNING SPACE


 ADA CURB RAMP

 PROPOSED SIDEWALK



**LEGEND:**

+/-	MORE OR LESS FINISHED FLOOR		ELEC. MANHOLE
123.45G	GUTTER ELEVATION		SANITARY SEWER MANHOLE
123.45TC	TOP OF CURB ELEVATION		STORM SEWER MANHOLE
123.45/123.45	EXISTING/PROPOSED ELEVATION		TRAFFIC MANHOLE
FL	FLOWLINE ELEVATION		CLEANOUT
	CONTROL POINT		DOWNSPOUT
	CALCULATED CORNER		AREA INTAKE
	FOUND CORNER		SINGLE INTAKE
	CALCULATED SECTION CORNER		THROAT INTAKE
	FOUND SECTION CORNER		FLARED END SECTION
	PARKING SPACE		GAS VALVE
	SIGN		FIRE HYDRANT
	STREET LIGHT		WATER VALVE
	POWER POLE		P XX PROPOSED UTILITY LINE
	LIGHT POLE		E XX EXISTING UTILITY LINE
	AREA LIGHT		CATV CABLE TELEVISION
	GUY ANCHOR		FO FIBER OPTIC
	TEL. JUNCTION BOX		GAS GAS LINE
	ELEC. TRANSFORMER		OHE OVERHEAD ELEC.
	ELEC. METER		OHT OVERHEAD TEL.
	ELEC. BOX		SS SANITARY SEWER
	ELEC. VAULT		ST STORM SEWER
	FIBER OPTIC VAULT		UGE UNDERGROUND ELEC.
	GAS METER		UGT UNDERGROUND TEL.
	CABLE TV JUNCTION BOX		W WATER
	WATER METER		FENCE LINE



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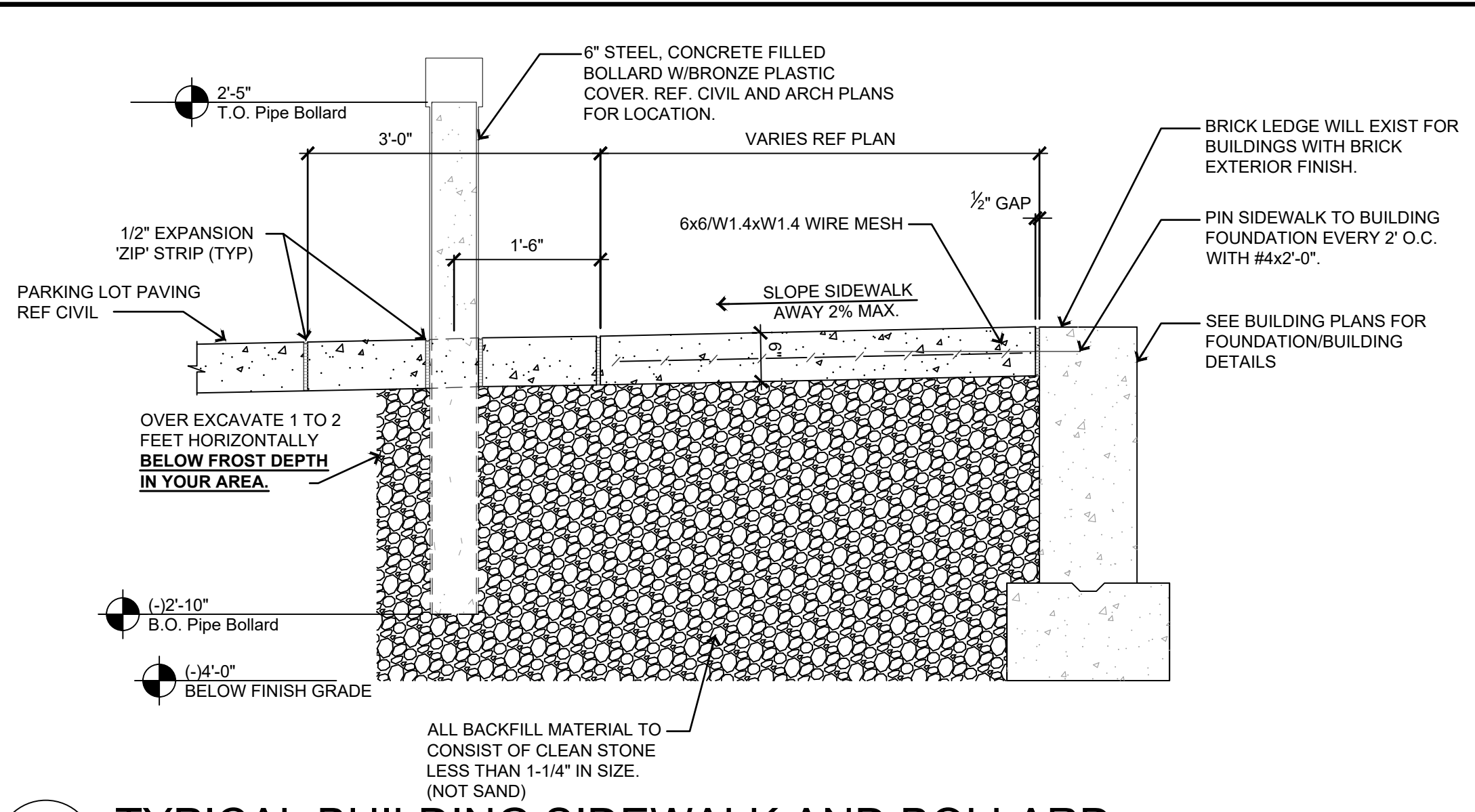
**CGS POLK CITY**  
**1100 S 3RD STREET**  
**POLK CITY, IOWA**

**FINAL**

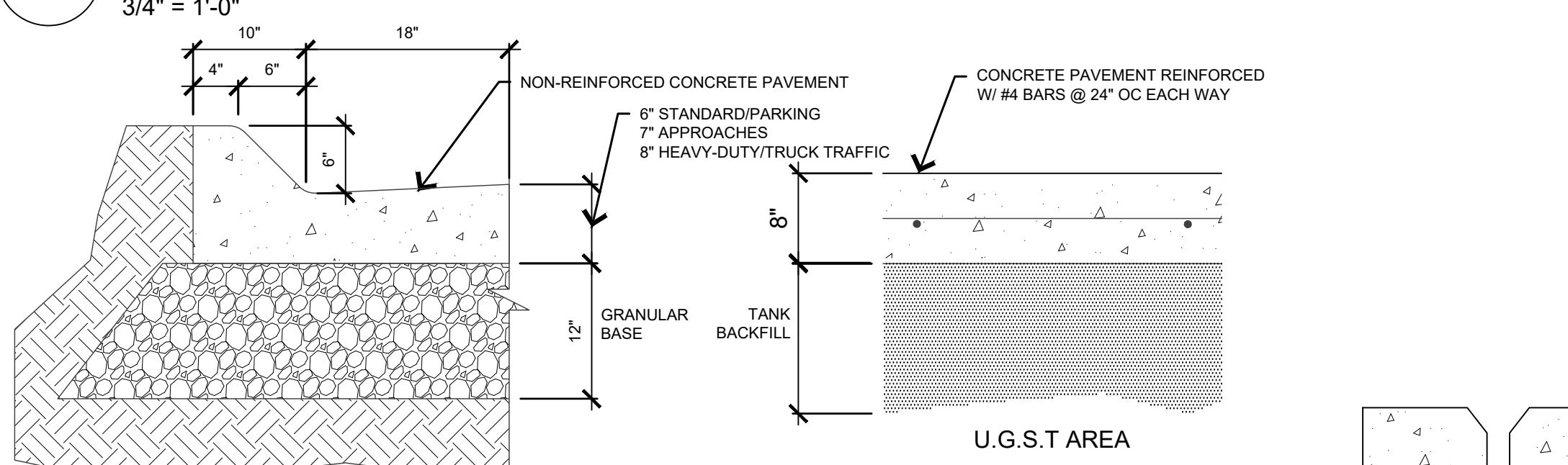
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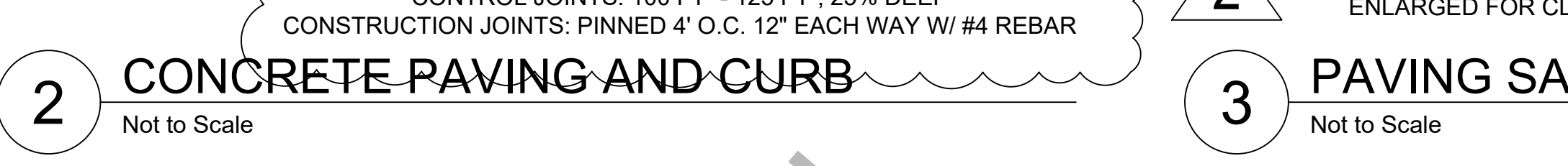
**C-201 - GRADING SHEET**



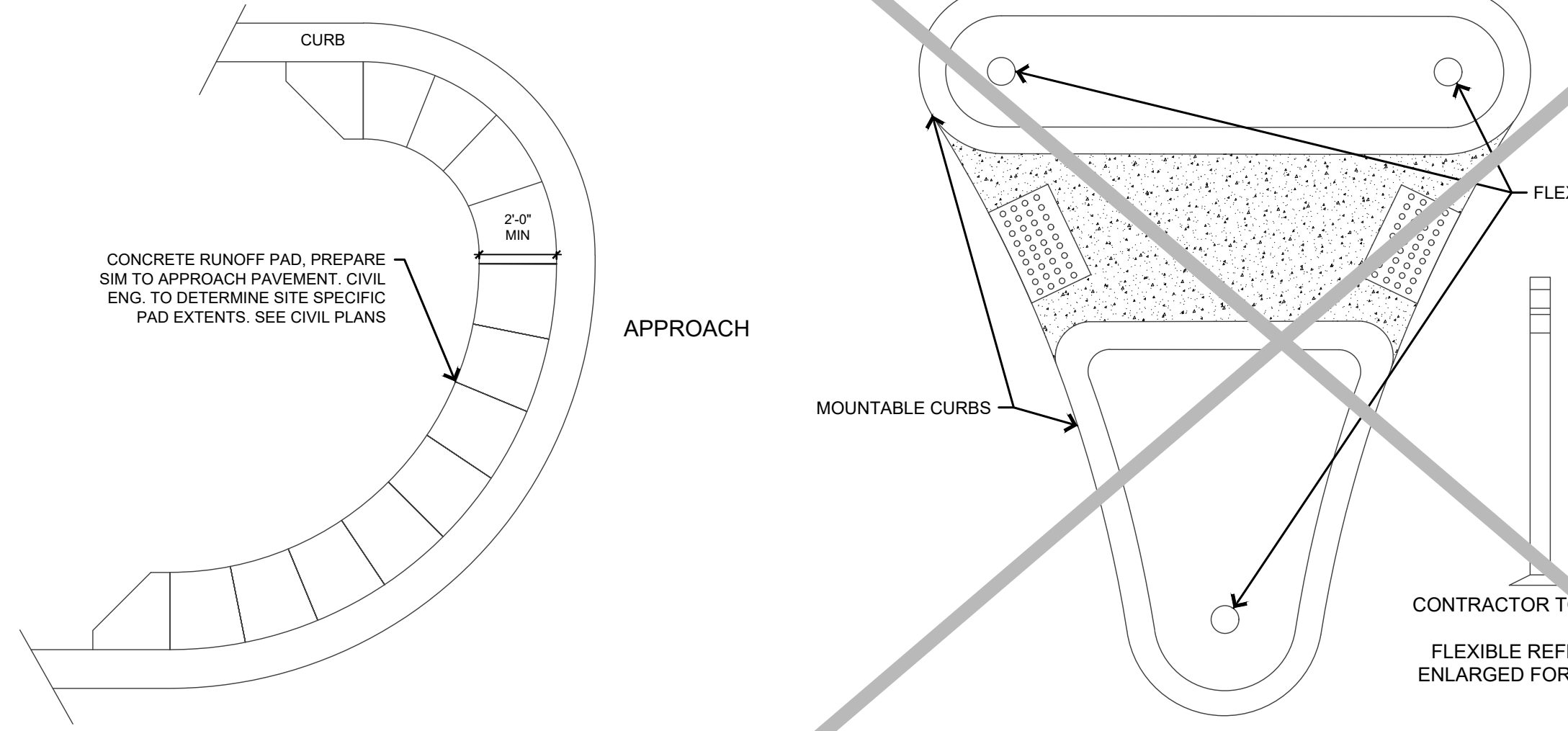
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3/4" = 1'-0"



**2 CONCRETE PAVING AND CURB**  
Not to Scale

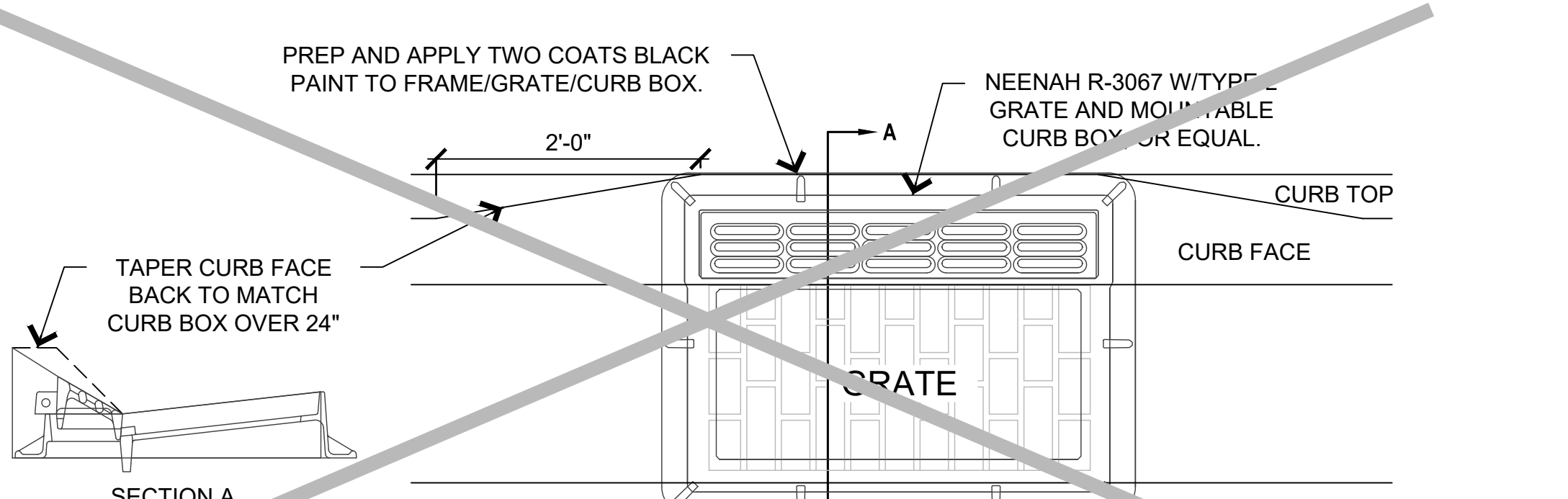


**3 PAVING SAW-CUT**  
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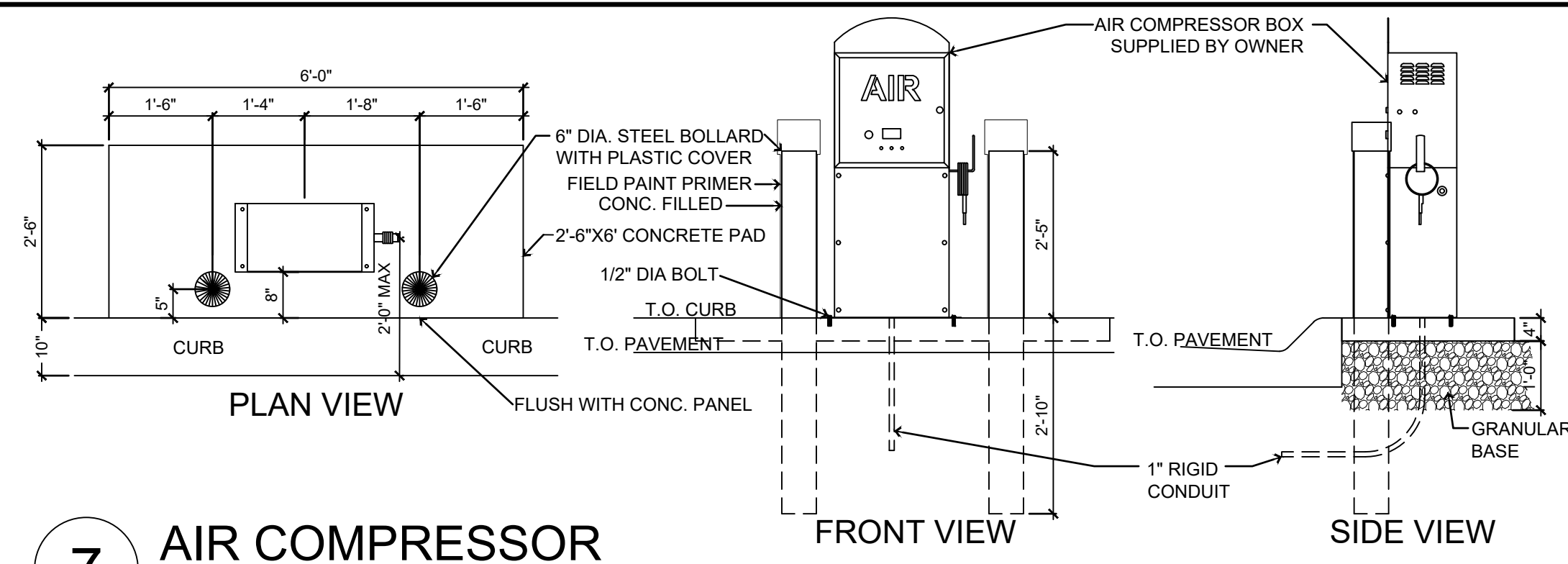


**4 LANDSCAPE PROTECTOR**  
Not to Scale

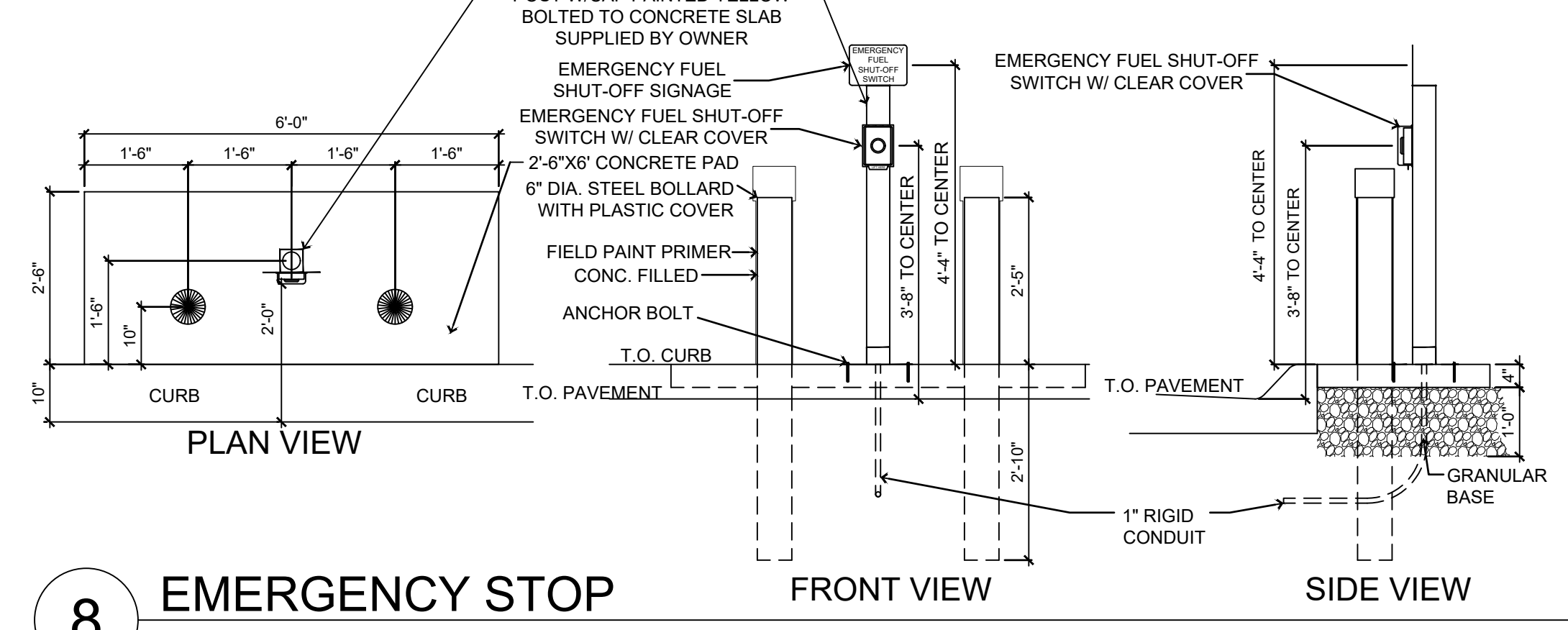
**5 PORK CHOP WITH REFLECTORS**  
Not to Scale



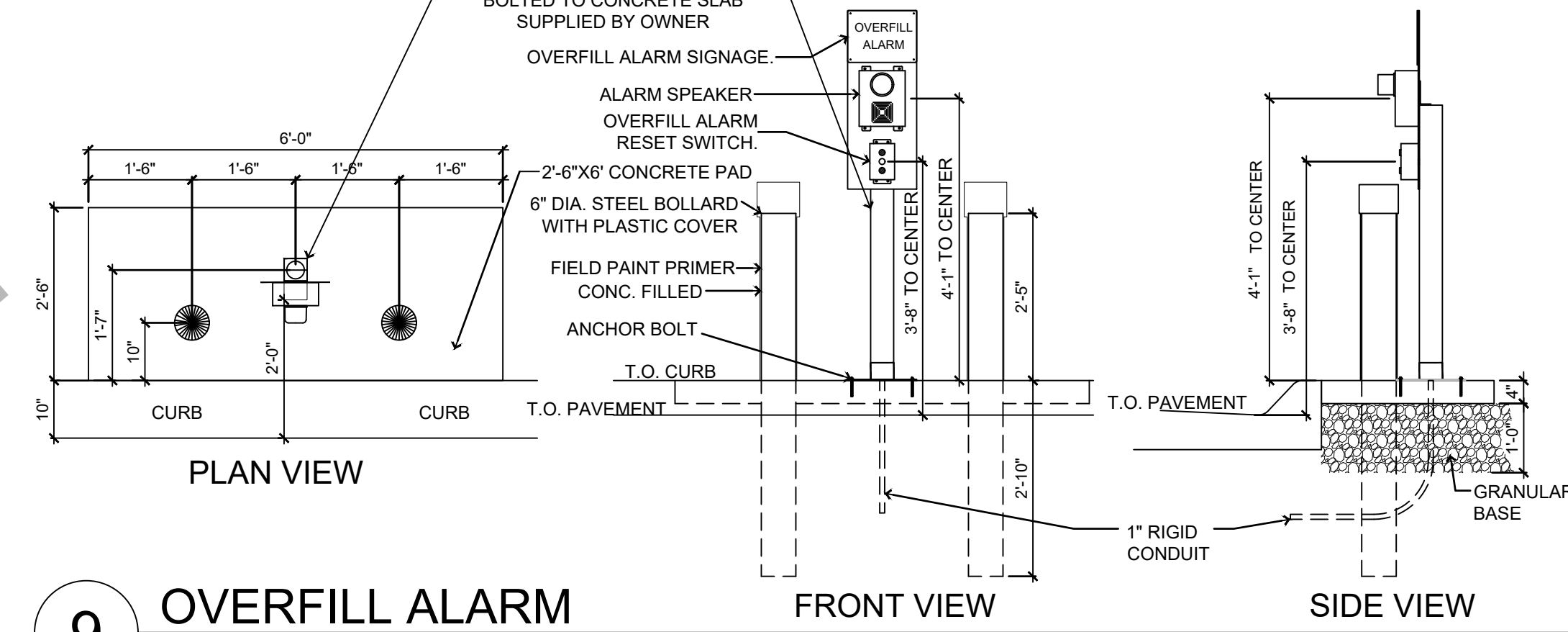
**6 CURB INLET**  
Not to Scale



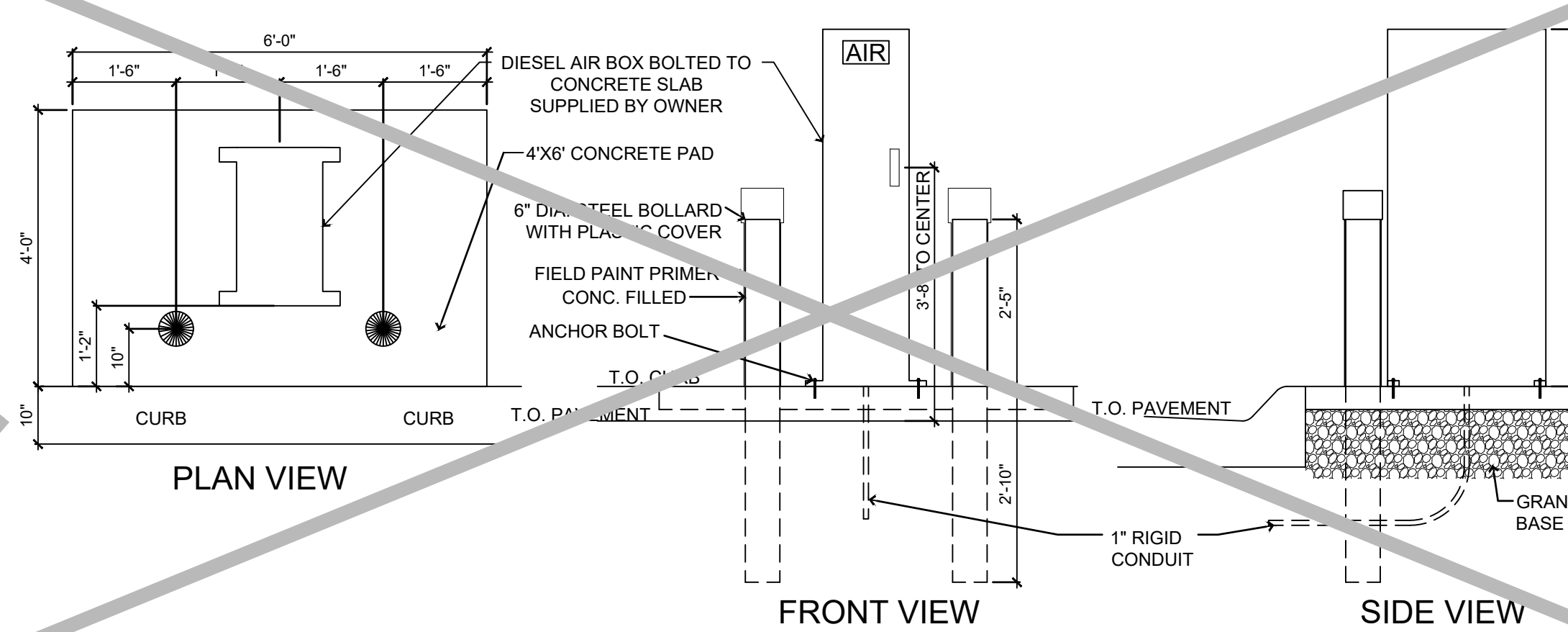
**7 AIR COMPRESSOR**  
1/2" = 1'-0"



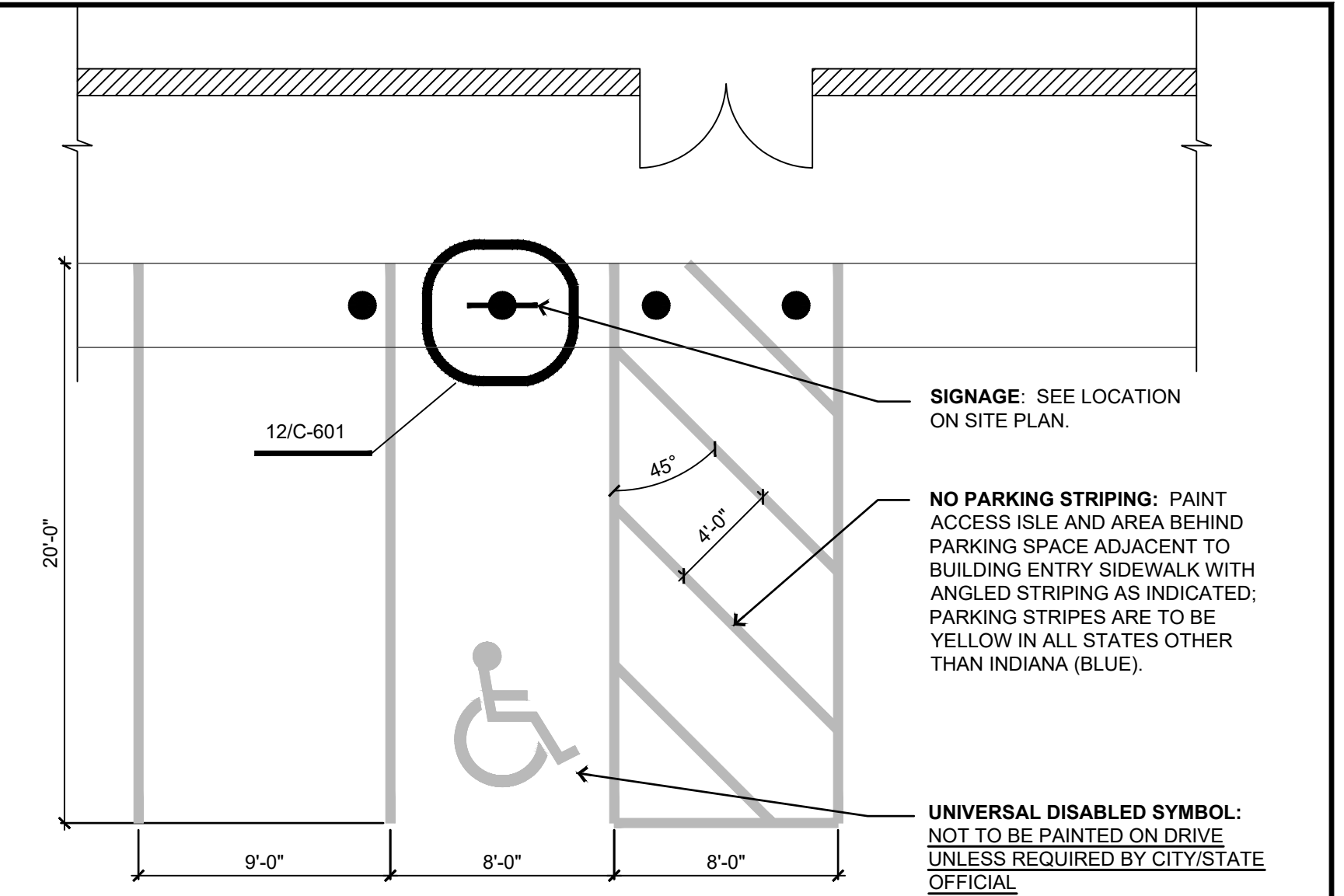
**8 EMERGENCY STOP**  
1/2" = 1'-0"



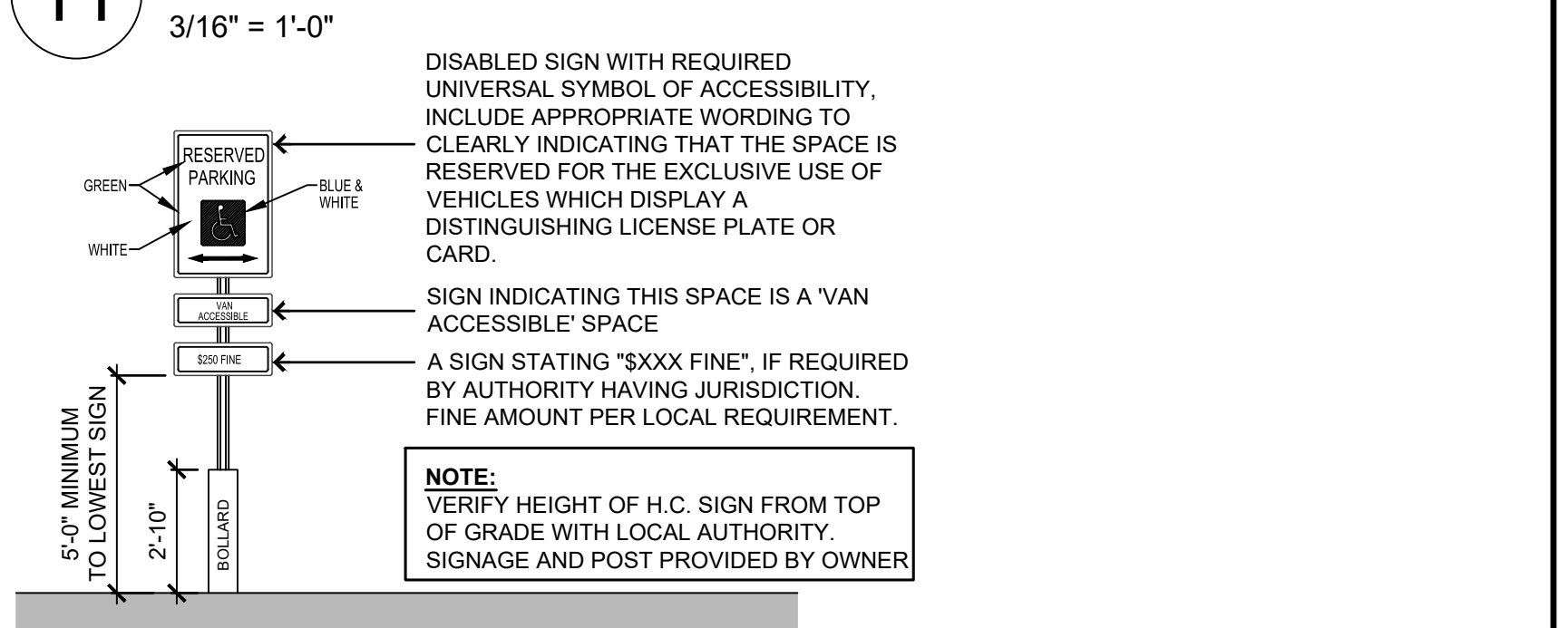
**9 OVERFILL ALARM**  
1/2" = 1'-0"



**10 DIESEL AIR COMPRESSOR (ONLY FOR < 3 DIESEL LANES)**  
1/2" = 1'-0"



**11 ADA PARKING SPACES**  
3/16" = 1'-0"



**12 ADA PARKING SIGN**  
1/4" = 1'-0"

**GENERAL NOTES**

- Concrete:**
- All concrete and reinforcing work shall conform to the latest edition of the American Concrete Institute's "Standard Building Code Requirements for Reinforced Concrete," (ACI 318) and "Specifications for Structural Concrete for Buildings," (ACI 301).
  - Concrete shall use type II cement. Concrete mix designs shall meet the following requirements:

	MINIMUM 28-DAY f <sub>c</sub>	MAXIMUM W/C RATIO	SLUMP	AIR ENTRAIN.
Exterior exposed concrete	4,000 psi	0.42	4" ± 1"	6% ± 1%
  - If Contractor desires to increase slump above allowable limits to facilitate placement or pumping, this shall be done utilizing a superplasticizer approved by the Ready Mix Designer at a dosage rate provided by Ready Mix Designer.
  - The Contractor shall reject any concrete that exceeds the slump limits noted above (prior to adding superplasticizer) or concrete that can not be placed within ninety (90) minutes of batch time.
  - No aluminum shall be placed in concrete.
  - All concrete is reinforced unless specifically noted as Unreinforced. Reinforce all concrete not otherwise shown with the same reinforcing as in similar sections or areas.
  - During hot weather (80 degrees F and above), the Contractor shall comply with the recommendations ACI-305 "Hot Weather Concrete". During cold weather (40 degrees and below), the Contractor shall comply with the recommendations of ACI-306 "Cold Weather Concreteing".
  - The concrete mix designs are to be submitted as a formal submittal to the Owner for acceptance PRIOR to concrete being delivered to the site.
  - Verify with local authorities the required thickness of poured concrete for approaches and parking lot.
- Sub-Base:**
- Sub-base Course Under Exterior Concrete Paved Surfaces: Spread and compact sub-base in 6"-9" lifts compacted to 98% Standard Proctor.

<b>Casey's</b>		<b>Casey's</b>	
CASEY'S CONSTRUCTION DIVISION One Convenience Blvd., P.O. Box 3001, Ankeny, Ia. 50021 515-965-6100			
PROJECT	2021 Civil Details	DATE	03/08/21 03/08/21 08/30/21
DRAWING INFORMATION	CONSTRUCTION DIVISION	CHECKED BY	CIVIL DETAILS
DRAWN BY	ARLON GOFORTH III	CHECKED BY	
			<b>C-601</b>

We can only accept this document on legal size (8 1/2" x 14") paper due to recording requirements by Iowa Code.



**APPLICATION TO PERFORM WORK  
WITHIN STATE HIGHWAY RIGHT-OF-WAY**

Print Form

**FOR DEPARTMENT USE ONLY**

Permit Number <b>77A-2021-076</b>	Highway Number <b>IA 415</b>	County <b>Polk</b>
DOT Project Number <b>NHSN-415-1 (60)--2R-77</b>		Expiration/Completion Date <b>11/17/22</b>

**APPLICANT (INDIVIDUAL OR COMPANY) (ASSISTANCE FROM DEPARTMENT AVAILABLE UPON REQUEST)**

First Name <b>Kevin</b>	Middle Initial	Last Name <b>Schulze</b>	Phone Number <b>515-965-6223</b>	Ext.
Company Name <b>Casey's Marketing Company</b>			Phone Number	Ext.
Street Address <b>3305 SE Delaware Ave</b>		City/Town <b>Ankeny</b>	State <b>IA</b>	ZIP Code <b>50021</b>

**WORK TO BE ACCOMPLISHED**

Approval is hereby requested to enter within the state right-of-way and to complete the proposed work as detailed on the attachments and further described as follows:  
The East access to the site will be repaved with larger return radii.

and shall be located as shown on the detailed plan attached hereto. (See current Iowa Department of Transportation Utility Accommodation Policy for submittal of detailed plan requirements.)

**WORK SITE LOCATION**

The proposed work as described above is located in Section 2, Twp. 80N, Range 25W on Highway No. 415 generally located 0 (miles) (direction) from Polk City (city, county line, or other land line). Work proposed is more specifically located as being from 13.08 (Milepost #) and 104+35 (Highway Station) to 13.08 (Milepost #) and 105+32 (Highway Station) on the West side of highway.

**Applicant Signature and Agreement**

The undersigned have read the stipulations of this permit agreement as stated as well as attachments which may be included and by signing this application agree to abide by all stipulations and to complete the work as proposed in compliance with the stipulations and attachments within one year from the date Department approval is received for said request. Failure on the part of the applicant to abide by the stipulations or to construct the work desired as stipulated and within the time frame stated shall render this agreement and request null and void. The undersigned also agrees to save harmless the State of Iowa and the Iowa Department of Transportation from any damage or losses that may be sustained by any person or persons on account of the conditions and requirements of this agreement.

Applicant Name (First, M.I., Last - Print or Type) <b>Kevin G Schulze</b>	Applicant Signature (Handwritten) <i>Kevin Schulze</i>	Date <b>11.12.2021</b>
--	---	---------------------------

**CITY ACTION (IF PROPOSED WORK IS WITHIN AN INCORPORATED CITY, CITY ACTION IS REQUIRED)**

"The undersigned city joins in the grants embodied in the above permit executed by the Iowa Department of Transportation on condition that all of the covenants and undertakings therein running to the Iowa Department of Transportation shall inure to the benefit of the undersigned city and recommends action on said permit application as noted below by the delegated city official".

Recommend Approval     Do Not Recommend Approval     None Required

Handwritten Signature <i>Mike Schulte</i>	Title <b>Director of Public Works</b>	Date <b>11/17/21</b>
Type or Print Name <b>Mike Schulte</b>	Authorized Official for the City of <b>Polk City</b>	

**FEDERAL HIGHWAY ADMINISTRATION ACTION (DEPARTMENT REPRESENTATIVE WILL REVIEW THE REQUEST AND OBTAIN FHWA ACTION, WHEN NECESSARY)**

Recommend Approval     Do Not Recommend Approval     None Required

Authorized FHWA Representative Signature	Date
--	------

(DOT Final Action and Agreements on next page)



DEPARTMENT OF TRANSPORTATION FINAL ACTION

Application Approved       Application Denied

Permit Number: **77A-2621-076**

Authorized Highway District Representative Jeffrey Cunningham	Signature <i>Jeffrey Cunningham</i>	Date 11/17/21
--	--	------------------

Notice of intention to commence activities on the highway rights-of-way shall be submitted by the applicant a minimum of 48 hours prior to actually commencing the activities as herein granted by this approved application. Notice is to be given to the following Iowa Department of Transportation representative:

Local DOT Contact Person (Type or Print Name) Jacob Bennett		Phone Number 515-265-1614	
Street Address 1530 NE 53rd Ave	City/Town Des Moines	State IA	ZIP Code 50313

AGREEMENTS

The applicant agrees that if granted a permit to do said work the following stipulations shall govern.

1. The applicant shall carry on the construction, repair, and maintenance with serious regard to the safety of the traveling public and adjacent property owners and shall save the State and the Iowa Department of Transportation harmless of any damage or losses that may be sustained by the traveling public on account of such construction, repair, or maintenance operations.
2. The applicant shall indemnify and save harmless the State of Iowa, its agencies, and employees, from any and all causes or actions, suits at law or in equity, for losses, damages, claims, or demands, and from any and all liability and expense of whatsoever nature, arising out of or in connection with the applicant's use or occupancy of the public highway.
3. The applicant shall hold the State and the Iowa Department of Transportation harmless of any damage that may result to said highway because of the construction or maintenance of the facility, and shall reimburse the State or the Iowa Department of Transportation for any expenditures that the State of Iowa or the Iowa Department of Transportation may have to make on said highway rights-of-way on account of said applicant's construction or maintenance activity or lack thereof.
4. Traffic protection shall be in accordance with Part VI of the current Manual on Uniform Traffic Control Devices for Streets and Highways. The applicant shall be responsible for correctly using signs as needed while work is in progress. Flagging operations are the responsibility of the applicant.
5. Before beginning any work within the highway rights-of-way, it is the responsibility of the applicant to contact utility companies whose installations may be affected or encountered. Contact should be made at 1-800-292-8989, a minimum of 48 hours in advance of starting construction. If the work requested in this application should cause a need to relocate or modify an existing utility, any cost associated shall be as negotiated between the applicant and the utility owner.
6. A copy of the approved application shall be available on the job site at all times for examination by Department of Transportation officials.
7. The applicant shall seed and mulch all disturbed areas within the highway right-of-way and shall be responsible for the vegetative cover until it becomes well established. Any surfaced areas such as driveways or shoulders and sodded waterways and plantings which are disturbed shall be restored to their original condition.
8. If the proposed work results in a pool of water on the applicant's property, this pool of water will be exclusively owned, controlled, and maintained by the applicant. That part of the modification located on highway right-of-way will be maintained by the Iowa Department of Transportation for road purposes only.
9. The applicant shall maintain any drainage structure built within the right-of-way that is built for the benefit of the applicant and not necessary for highway use.
10. This permit is subject to any laws now in effect as well as any new laws which may be hereafter enacted and all applicable rules and regulations of local, state, and federal agencies.
11. This permit is subject to all the rules and regulations of the Iowa Department of Transportation, and to revocation by the Iowa Department of Transportation at any time and at no cost to the Department, when in the judgment of the Department it is necessary in the improvement or maintenance of the highway or for other reasonable cause.
12. The applicant agrees to give the Iowa Department of Transportation 48 hours notice of intention to start construction or perform maintenance on the highway right-of-way. Any modification to the proposed work shall be approved by the Department prior to making the change.
13. Unless specifically noted in item #15, all work performed within the right-of-way shall be restricted to a time frame of 30 minutes after sunrise to 30 minutes before sunset.
14. After November 24, 2008, all personnel in the highway right-of-way shall wear ANSI 107 Class 2 apparel at all times when exposed to traffic or construction equipment.

**15. All proposed work covered by this permit shall be at the applicant's expense. The applicant shall reimburse the Iowa Department of Transportation for any materials removed from the highway right-of-way described as follows:**

--

**16. The following special requirements shall apply to this permit:**

See Attachments

--

Disclosure Statement: The information furnished on this form will be used by the Department of Transportation to determine approval or denial of the application. Failure to provide all information will result in denial of the application. Information furnished is public information and copies may be provided to the public upon request.



District One  
Des Moines Area Engineer's Office

November 17, 2021

Casey's Marketing Company  
Attn: Kevin Schulze  
2727 SW Snyder Blvd  
Ankeny, IA 50021

Enclosed is a copy of approved permit, 77A-2021-076, Application to Perform Work within State Highway Right of Way for Repave existing entrance. at stations 104+35 to 105+32 on IA 415.

Please note any stipulations or changes that we may have made since the permit was submitted.

If you have any questions, please feel free to call.

Sincerely,

*Jeffrey Cunningham*

Jeffrey Cunningham  
Access\Utility Specialist

**Attachments**

JC/jc

CC: Tami Bailiff, IDOT 800 Lincoln Way Ames IA 50010  
Jacob Bennett, IDOT 1530 NE 53<sup>rd</sup> Ave Des Moines IA 50313  
Mike Schulte, City of Polk City, 112 S 3<sup>rd</sup> Street Polk City Iowa 50226  
File

Special Requirements:

All Material or equipment shall be kept 10 feet off the Right of Way during non-working hours.

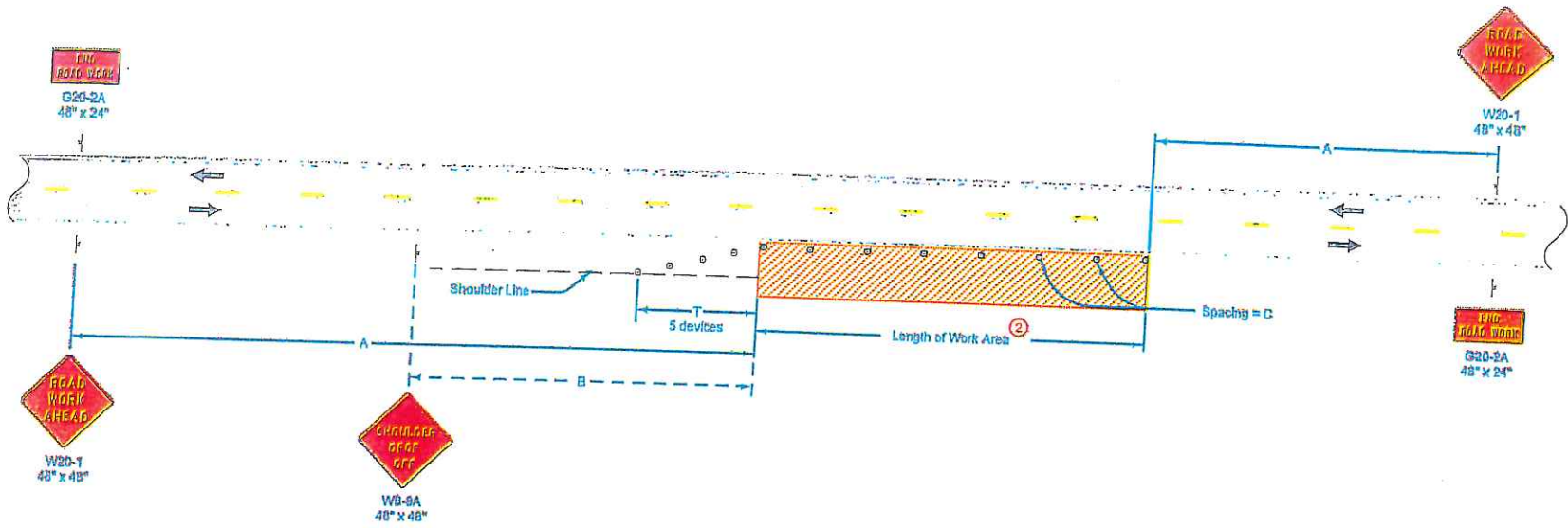
No hole shall remain open within the Right of Way during non-working hours.

Right of Way shall be restored immediately upon completion of project.

No parking on shoulders.

No digging into side slopes of any road or highway shall be allowed.

Proper traffic control shall be used at all times.



**LEGEND**

- Traffic Sign
- 42" Channelizer
- Work Area
- Direction of Traffic

SPEED LIMIT (mph)	A	B	C <sup>②</sup>	T
35 or less	500'	250'	40'	100'
40 - 45	700'	350'	80' <sup>①</sup>	200'
50 or greater	1000'	500'	100' <sup>①</sup>	200'

When a pavement edge drop-off exists, install a SHOULDER DROP-OFF sign.

No pavement edge drop-offs greater than pavement depth will be allowed during non-working hours.

Shoulder edge drop-offs shall be mitigated according to Article 1107.08.12 of the Standard Specifications.

For work lasting less than one hour, refer to TC-1.

- ① When the length of a pavement edge drop-off is 1000 feet or less, the temporary fillet requirement of Article 1107.08 of the Standard Specifications does not apply. Reduce channelizer spacing to 40 feet.
- ② For work areas less than 200 feet long, use channelizers spaced at 20 foot centers or use a vehicle with an amber revolving light or amber strobe light.

Possible Contract Item:  
Traffic Control

**IOWA DOT**

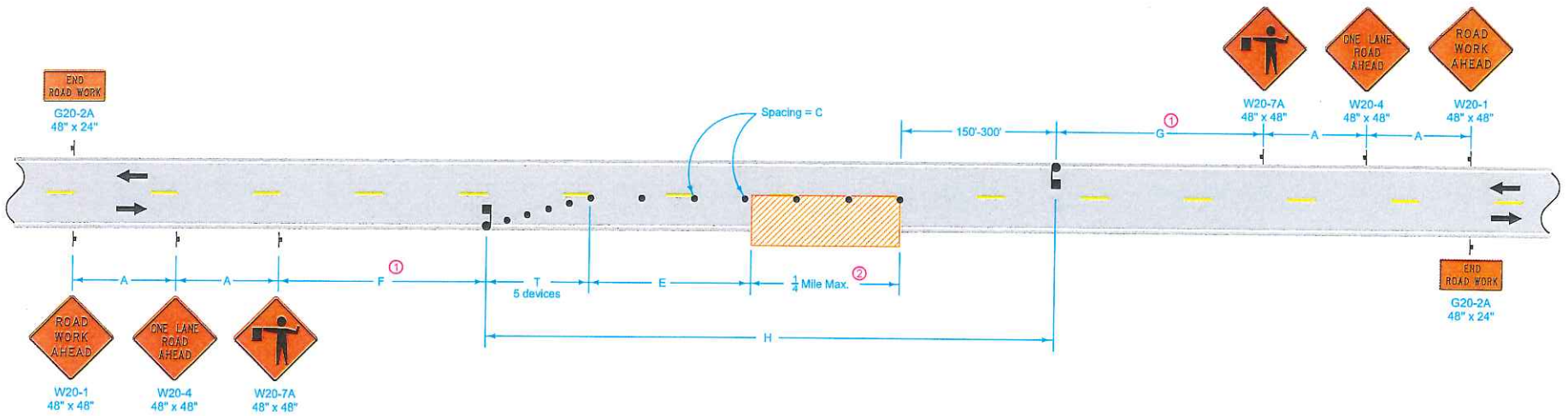
**STANDARD ROAD PLAN**

REVISIONS: Modified general notes, changed title and replaced the DOT logo in the title block with the new version.

*Brian Smith*  
APPROVED BY DESIGN METHODS ENGINEER

**WORK WITHIN 15 FT OF TRAVELED WAY**

REVISION	04-21-15
B	TC-202
SHEET 1 of 1	



**LEGEND**

- Traffic Sign
- Flagger
- 42" Channelizer
- Work Area
- Direction of Traffic

SPEED LIMIT (mph)	A	C	E	F and G Range	F + G Max.	H Max.	T
35 or less	250'	40'	0'-200'	500'-3000'	3500'	2000'	50'
40 - 45	350'	80'	0'-200'	700'-3000'	3700'	2000'	100'
50 or greater	500'	100'	200'-300'	1000'-3000'	4000'	2000'	100'

① Keep F and G distances as near to minimum values as work permits. However, to allow advancement of the work area without moving signs, F and G distances may be varied within the limits of the table. Maximum movement can be achieved by setting one F or G value at the minimum and the other value at its maximum.

② If length of work area exceeds 1/4 mile, use TC-214.

Possible Contract Items:  
 Flaggers  
 Traffic Control

**IOWA DOT** REVISION 4 | 10-15-19

**STANDARD ROAD PLAN** **TC-213** SHEET 1 of 1

REVISIONS: New logo.

*Scott Miller*  
 APPROVED BY DESIGN METHODS ENGINEER

**LANE CLOSURE WITH FLAGGERS**

## 511 Information Required

Before setting up a lane closure or a vertical/horizontal restriction of any kind on a primary highway extension, call your local Iowa DOT maintenance garage to discuss timing and date of the closure/restriction. Once the maintenance garage concurs with the timing and date, call the Iowa DOT Traffic Management Center (TMC) at 515-237-3300. The TMC will put the information in the 511 system, which generates an automatic message to Iowa DOT Motor Carrier Services (MCS) and the District office.

The following information is required to enter a maintenance/construction event into the Iowa DOT 511 system.

Requestor: \_\_\_\_\_ Contact number: \_\_\_\_\_

Route(s) affected:

\_\_\_\_\_

Project description:

\_\_\_\_\_  
\_\_\_\_\_

Project begin location (detailed description including cross streets and mile markers):

\_\_\_\_\_  
\_\_\_\_\_

Project end location (detailed description including cross streets and mile markers):

\_\_\_\_\_  
\_\_\_\_\_

County/Counties:

\_\_\_\_\_

24 hour project contact:

Name \_\_\_\_\_ Phone \_\_\_\_\_

Describe the impact on traffic:

- |  |  |
|--|--|
| <input type="checkbox"/> Closed                    | <input type="checkbox"/> Right lane closed     |
| <input type="checkbox"/> Closed intermittently     | <input type="checkbox"/> Left lane closed      |
| <input type="checkbox"/> Intermittent lane closure | <input type="checkbox"/> Center lane closed    |
| <input type="checkbox"/> Alternating lane closures | <input type="checkbox"/> Right shoulder closed |
| <input type="checkbox"/> Reduced to one lane       | <input type="checkbox"/> Left Shoulder closed  |
| <input type="checkbox"/> Reduced to two lanes      | <input type="checkbox"/> Exit ramp closed      |
| <input type="checkbox"/> Reduced to three lanes    | <input type="checkbox"/> Entrance ramp closed  |

- Two center lanes are closed
- Left exit ramp closed
- Shoulder closed
- Bridge closed
- Intersecting road closed
- Local road closures in area
- Left lane of exit ramp closed

- Road construction
- Work in the median
- Opposing traffic
- Single lane traffic alternating directions

Additional project information (pilot car, flagger, etc.):

---

Will there be temporary overhead signals? (15' standard height restriction)

- Yes  No

If yes, please provide the location of the temporary overhead signals in the space provided.

---

Are there any other width or height restrictions:

- Yes  No

If yes, please describe:

---

Additional public website comments:

---

Project beginning date and time:

---

Project ending date and time:

---

Times of closure

- Continuous  Weekdays (Monday – Friday)  Nights

Times of closure:

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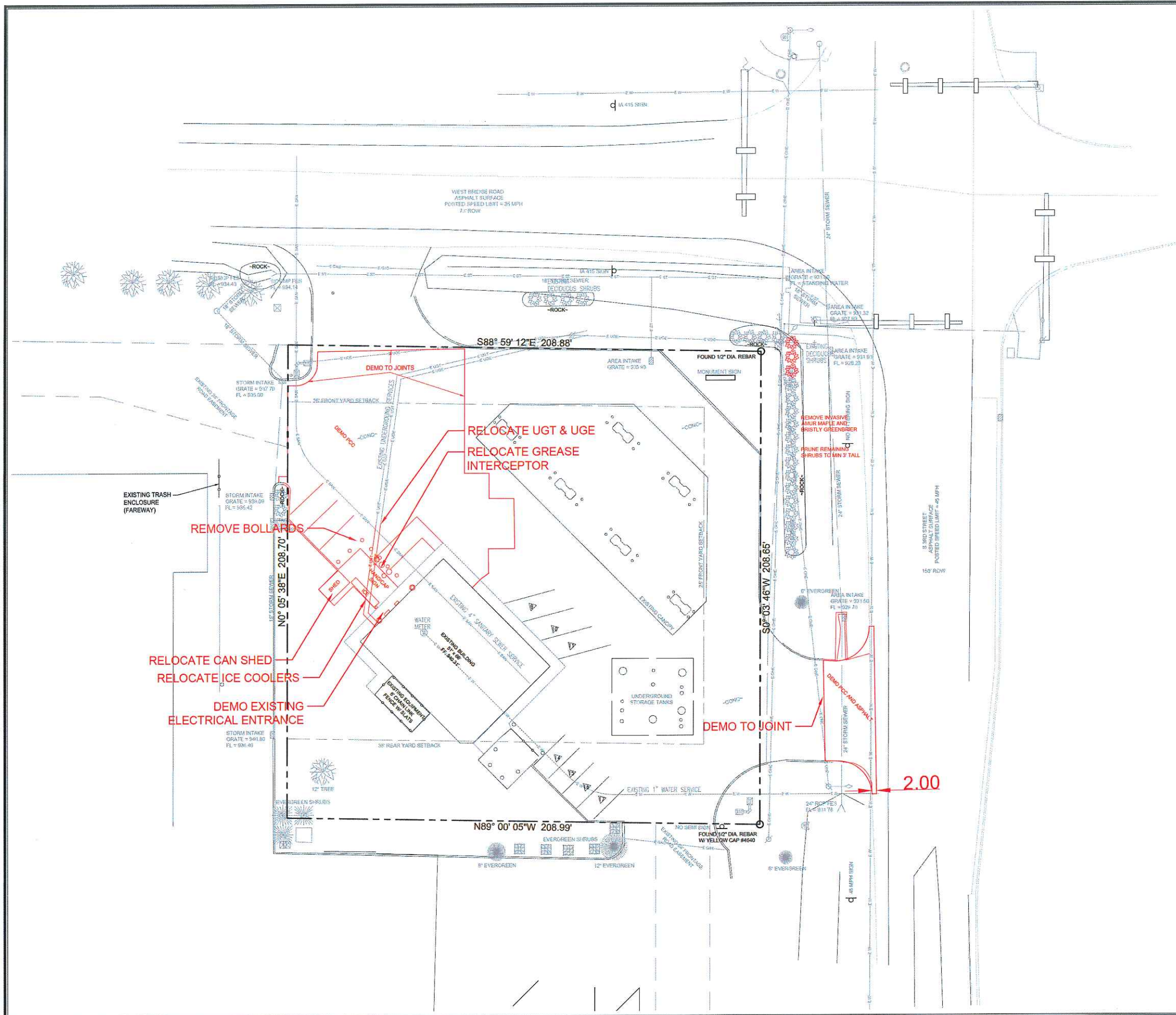
Acceptable Clear Zone Distances (feet)  
(Based on AASHTO Roadside Design Guide, 4<sup>th</sup> edition)

design speed	design ADT	FORESLOPES			BACKSLOPES		
		6:1 or flatter	Steeper than 6:1, up to and including 4:1	Steeper than 4:1	Steeper than 4:1*	4:1 or flatter, up to 6:1	6:1 or flatter
40 mph or less	ADT < 750	7	7	**	7	7	7
	750 ≤ ADT < 1500	10	12	**	10	10	10
	1500 ≤ ADT < 6000	12	14	**	12	12	12
	ADT ≥ 6000	14	16	**	14	14	14
45–50 mph	ADT < 750	10	12	**	8	8	10
	750 ≤ ADT < 1500	14	16	**	10	12	14
	1500 ≤ ADT < 6000	16	20	**	12	14	16
	ADT ≥ 6000	20	24	**	14	18	20
55 mph	ADT < 750	12	14	**	8	10	10
	750 ≤ ADT < 1500	16	20	**	10	14	16
	1500 ≤ ADT < 6000	20	24	**	14	16	20
	ADT ≥ 6000	22	26	**	16	20	22
60 mph	ADT < 750	16	20	**	10	12	14
	750 ≤ ADT < 1500	20	26	**	12	16	20
	1500 ≤ ADT < 6000	26	30	**	14	18	24
	ADT ≥ 6000	30	30	**	20	24	26
65–70 mph	ADT < 750	18	20	**	10	14	14
	750 ≤ ADT < 1500	24	28	**	12	18	20
	1500 ≤ ADT < 6000	28	30	**	16	22	26
	ADT ≥ 6000	30	30	**	22	26	28

\* Backslopes as steep as 2.5:1 can be considered as part of the clear zone, as long as they are relatively smooth and do not contain any fixed objects. Refer to Section 8A-4 of the Design Manual for information regarding backslopes steeper than 2.5:1.

\*\* Since a vehicle traveling on a slope steeper than 4:1 is likely to be diverted to the bottom of the slope, the width of any slope steeper than 4:1 cannot be counted in the clear zone determination. Refer to Section 8A-2 of the Design Manual for information on providing clear recovery areas at the base of steep slopes.





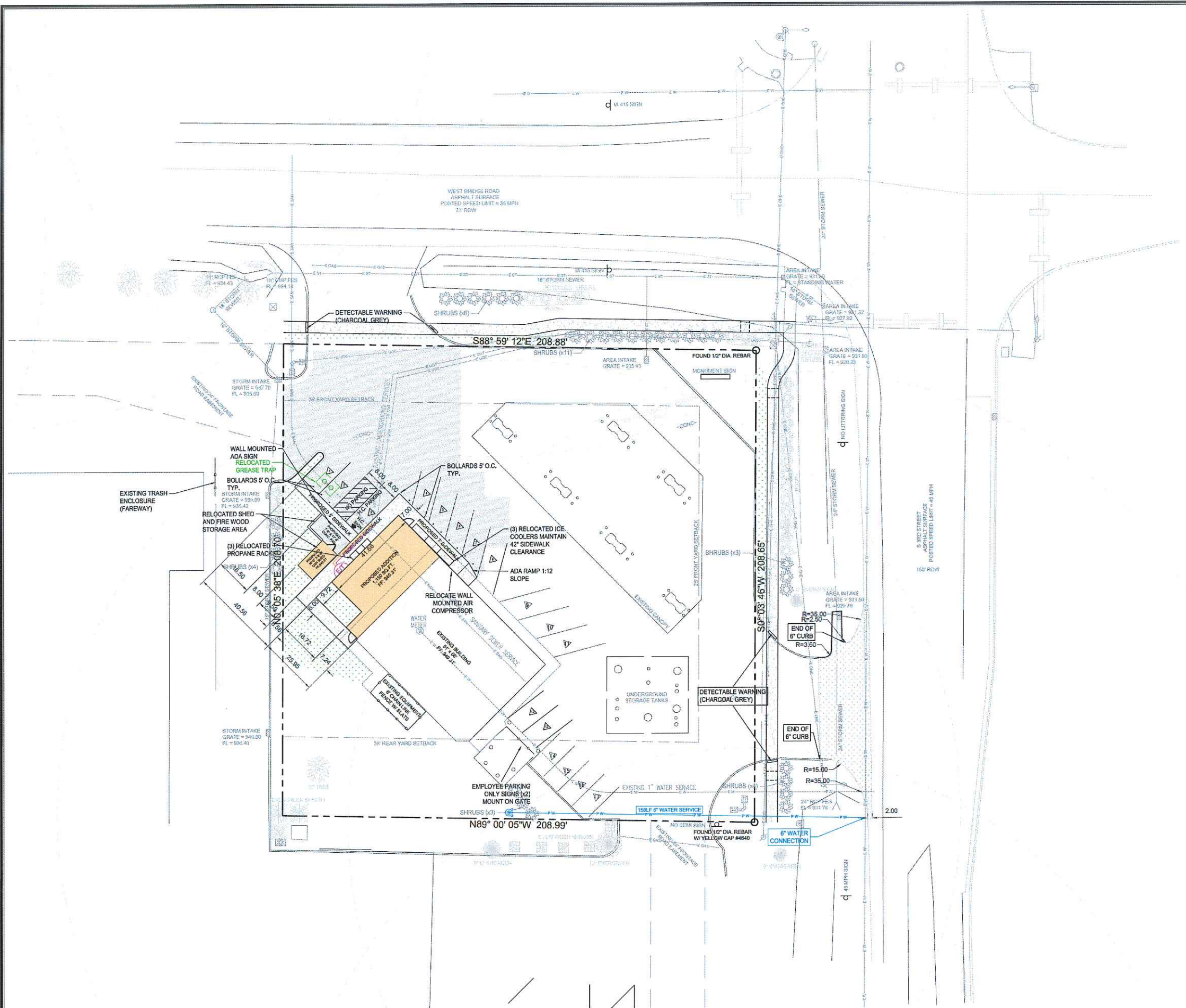
**LEGEND:**

+/-	MORE OR LESS	⊕	ELEC. MANHOLE
F.F.	FINISHED FLOOR	⊙	SANITARY SEWER MANHOLE
123.45G	GUTTER ELEVATION	⊗	STORM SEWER MANHOLE
123.45TC	TOP OF CURB ELEVATION	⊠	TRAFFIC MANHOLE
123.45 (123.45)	EXISTING PROPOSED ELEVATION	⊡	CLEANOUT
FL	FLOWLINE ELEVATION	⊞	DOWNSPOUT
+	CONTROL POINT	⊟	AREA INTAKE
⊙	CALCULATED CORNER	⊠	SINGLE INTAKE
●	FOUND CORNER	⊡	THROAT INTAKE
⊙	CALCULATED SECTION CORNER	⊟	FLARED END SECTION
▲	FOUND SECTION CORNER	⊠	GAS VALVE
□	PARKING SPACE	⊡	FIRE HYDRANT
⊞	SIGN	⊟	WATER VALVE
⊞	STREET LIGHT	P XX	PROPOSED UTILITY LINE
⊞	POWER POLE	E XX	EXISTING UTILITY LINE
⊞	LIGHT POLE	CATV	CABLE TELEVISION
⊞	AREA LIGHT	FO	FIBER OPTIC
⊞	GLY ANCHOR	GA	GAS LINE
⊞	TEL. JUNCTION BOX	OHE	OVERHEAD ELEC.
⊞	ELEC. TRANSFORMER	OHT	OVERHEAD TEL.
⊞	ELEC. METER	SS	SANITARY SEWER
⊞	ELEC. BOX	ST	STORM SEWER
⊞	ELEC. VAULT	UGE	UNDERGROUND ELEC.
⊞	FIBER OPTIC VAULT	UGT	UNDERGROUND TEL.
⊞	GAS METER	W	WATER
⊞	CABLE TV JUNCTION BOX	—○—○—○—	FENCE LINE
⊞	WATER METER		

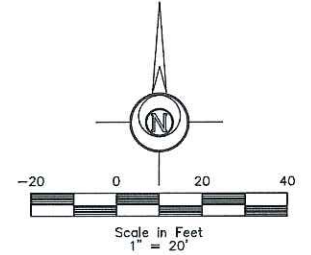
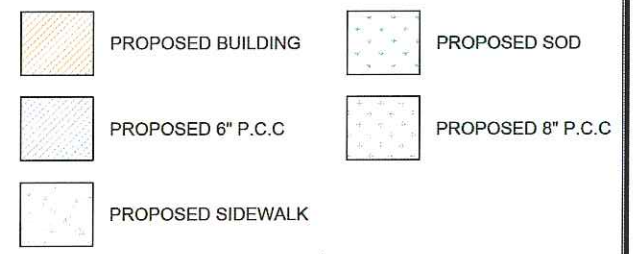
**ELDS DESIGN SERVICES**  
 Architecture | Engineering | Surveying  
 2323 Dixon Street, Des Moines, Iowa 50316 | PO Box 4626, Des Moines, Iowa 50305 | Ph: 515 265 8196

**CGS POLK CITY**  
 1100 S 3RD STREET  
 POLK CITY, IOWA

DATE: 11.10.2021  
 SHEET: 21-108  
 PROJECT: CGS Polk City Engineering Site Plan/Sheet Set  
 SHEET: C-100 - DEMO SHEET



- NOTES:**
1. THERE WILL BE A NEGLIGIBLE CHANGE IN IMPERVIOUS AREA. THEREFORE NO ADDITIONAL TREES WILL BE PROVIDED. 31 SHRUBS WILL BE PROVIDED TO COMPLETE SCREENING REQUIREMENTS. EXISTING SHRUBS WILL BE PRUNED TO NO LESS THAN 3 FEET TALL.
  2. ACCESS TO THIS SITE WILL BE IN CONFORMANCE WITH THE 2004 ACCESS MANAGEMENT PLAN APPROVED BY IOWA DOT AND THE CITY OF POLK CITY
  3. APPROVED PERMIT IS REQUIRED FROM DOT FOR ALL WORK IN THEIR ROW
  4. THERE SHALL BE NO OUTDOOR SALES OR STORAGE ON SITE, OTHER THAN THE THREE ICE COOLERS, THREE PROPANE RACKS, AND FIREWOOD STORAGE
  5. THE OPAQUE SCREENING GATE ON THE TRASH ENCLOSURE SHALL REMAIN CLOSED AT ALL TIMES
  6. NO CHANGES ARE PROPOSED TO THE LED PARKING LOT LIGHT FIXTURES
  7. NO CHANGES ARE PROPOSED TO THE LED LIGHT FIXTURES OR BULBS MOUNTED BELOW THE GASOLINE CANOPY
  8. THE EXISTING CANOPY LEXAN DETAILING WILL BE UPDATED TO THE NEW BTR RED 3MM ACM PANELING. NO LIGHTING WILL BE ADDED TO THE CANOPY. 3 SIGNS WILL BE ADDED.
  9. NO TEMPORARY SIGNS OR PERMANENT SIGNS SHALL BE MOUNTED ON THE BUILDING OR APPURTENANCES WITHOUT AN APPROVED SIGN PERMIT
  10. ALL SIGNAGE UNDERNEATH THE CANOPY, WHETHER TEMPORARY OR PERMANENT, SHALL HAVE LETTERS THAT ARE NO GREATER THAN 4" IN HEIGHT



**LEGEND:**

±	MORE OR LESS FINISHED FLOOR	⊕	ELEC. MANHOLE
123.45G	GUTTER ELEVATION	⊕	SANITARY SEWER MANHOLE
123.45TC	TOP OF CURB ELEVATION	⊕	STORM SEWER MANHOLE
123.45/123.45	EXISTING/ PROPOSED ELEVATION	⊕	TRAFFIC MANHOLE
FL	FLOWLINE ELEVATION	⊕	CLEANOUT
⊕	CONTROL POINT	⊕	DOWNSPOUT
⊕	CALCULATED CORNER	⊕	AREA INTAKE
⊕	FOUND CORNER	⊕	SINGLE INTAKE
⊕	CALCULATED SECTION CORNER	⊕	THROAT INTAKE
⊕	FOUND SECTION CORNER	⊕	FLARED END SECTION
⊕	PARKING SPACE SIGN	⊕	GAS VALVE
⊕	STREET LIGHT	⊕	FIRE HYDRANT
⊕	POWER POLE	⊕	WATER VALVE
⊕	LIGHT POLE	P XX	PROPOSED UTILITY LINE
⊕	AREA LIGHT	E XX	EXISTING UTILITY LINE
⊕	GUY ANCHOR	CATV	CABLE TELEVISION
⊕	TEL. JUNCTION BOX	FO	FIBER OPTIC
⊕	ELEC. TRANSFORMER	GAS	GAS LINE
⊕	ELEC. METER	OHE	OVERHEAD ELEC.
⊕	ELEC. BOX	OHT	OVERHEAD TEL.
⊕	ELEC. VAULT	SS	SANITARY SEWER
⊕	FIBER OPTIC VAULT	ST	STORM SEWER
⊕	GAS METER	UGE	UNDERGROUND ELEC.
⊕	CABLE TV JUNCTION BOX	UGT	UNDERGROUND TEL.
⊕	WATER METER	W	WATER
		⊕	FENCE LINE

**ELDS DESIGN SERVICES**  
 Architecture | Engineering | Surveying  
 2323 Dixon Street, Des Moines, Iowa 50316 | PO Box 4626, Des Moines, Iowa 50305 | Ph: 515.265.8196

**CGS POLK CITY**  
 1100 S 3RD STREET  
 POLK CITY, IOWA

**PRELIMINARY**

DATE: N. DAY 1" = 20' 11.10.2021 21-108  
 C-103 - SITE SHEET





## City of Polk City, Iowa

### City Council Agenda Communication

**Date:** January 24, 2022 City Council Meeting  
**To:** Mayor Steve Karsjen & City Council  
**From:** Chelsea Huisman, City Manager

**Subject:** Des Moines International Airport Terminal project request

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**BACKGROUND:** In December the City Council heard a presentation from the Des Moines Airport for a proposed new terminal project, with an estimated cost of \$530,000,000. An estimated timeframe for the construction is 2024-2026. The airport is requesting funding assistance, which is based on population from the metro communities. The full request is available in your packet for review. Polk City's contribution is \$49,610 payable in 4 annual payments beginning in FY2023.

The City Council discussed the request at the January 10<sup>th</sup> City Council meeting and tabled the discussion to January 24, 2022. I have gathered some new information since the January 10<sup>th</sup> meeting.

I have continued to communicate with the representatives at the airport and the communities that have approved the request include Altoona, Ankeny, Bondurant, Des Moines, Clive, Urbandale, Waukee, West Des Moines, and Windsor Heights. Pleasant Hill is planning to vote next week, and they have planned presentations with Jasper County, Norwalk, Indianola, Warrant County, and Mitchellville.

**ALTERNATIVES:** Do not approve the recommendation

**FINANCIAL CONSIDERATIONS:** \$49,610

**RECOMMENDATION:** It is my recommendation that we approve the request for assistance from the DSM International airport. The airport is an amenity that is highly utilized by our residents, and I believe their request from Polk City is reasonable, and something we can contribute and budget over a 4 year period.



## New Terminal Project

The New Terminal Project at the Des Moines International Airport began by creating a Terminal Area Concept Plan in 2014. After completing the Federal Aviation Administration’s Environmental Analysis process, the Airport Authority received a Finding of No Significant Impact, signaling the environmental clearance to proceed with the new terminal and associated enabling projects. In 2017 a Program Development Document provided more detailed development plans and cost estimates. To date, the Authority has spent approximately \$64 million of its reserves on enabling projects to reposition tenants and infrastructure on the airport in preparation of the future terminal site. Signature Flight Support and UPS self-funded construction on their facilities for private investment estimated to be \$18 million.

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## Funding Plan

The funding plan for completing the new terminal relies on a variety of fund sources, to include Authority reserves and bonding capacity, contributions from regional municipal and county government, the Federal Aviation Administration, and State / Federal infrastructure grants.

### Costs

Enabling Projects	\$ 85,300,000
Entrance Road Remaining Phases	\$ 29,000,000
Parking Garage Expansion / Rental Car Facilities	\$ 63,200,000
Terminal / Demo Existing Terminal	<u>\$398,000,000</u>
<b>Total</b>	<b>\$575,500,000</b>

### Funding Sources

Private Investment on Airport	\$ 18,300,000 (Signature and UPS)
Authority Reserves / Revenues / Bonding	223,200,000
Regional Municipalities / Polk County	34,000,000
State / Federal Infrastructure Grants	<u>300,000,000</u>
<b>Total</b>	<b>\$575,500,000</b>

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## Timeline

The timeline for terminal construction will adjust to funding availability, but design could begin as soon as 2022 with construction 2024 - 2026. Municipal and County contributions are requested no later than 2026, but contribution timeline is flexible. Should funding from the State / Federal level sufficient to build the terminal not materialize, contributions would be returned.

## Requested Regional Support

Requested support for the Terminal Project includes a contribution from regional municipalities and counties detailed below, along with a declination of interest in a regional Authority in return for the contribution. The regional support for this project will further enhance the Authority's ability to secure the funding needed from State / Federal sources.

	Population*	Per Capita	Total	Proposed Payment Schedule			
				2023	2024	2025	2026
Des Moines	214,237	\$50	\$ 10,000,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000
West Des Moines	67,899	\$30	2,036,970	509,243	509,243	509,243	509,243
Ankeny	67,355	\$30	2,020,650	505,163	505,163	505,163	505,163
Urbandale	44,379	\$30	1,331,370	332,843	332,843	332,843	332,843
Waukee	24,089	\$30	722,670	180,668	180,668	180,668	180,668
Johnston	22,582	\$30	677,460	169,365	169,365	169,365	169,365
Altoona	19,221	\$30	576,630	144,158	144,158	144,158	144,158
Clive	17,242	\$30	517,260	129,315	129,315	129,315	129,315
Grimes	14,804	\$30	444,120	111,030	111,030	111,030	111,030
Pleasant Hill	10,019	\$30	300,570	75,143	75,143	75,143	75,143
Bondurant	6,958	\$10	69,580	17,395	17,395	17,395	17,395
Polk City	4,961	\$10	49,610	12,403	12,403	12,403	12,403
Windsor Heights	4,809	\$10	48,090	12,023	12,023	12,023	12,023
Mitchellville	2,258	\$10	22,580	5,645	5,645	5,645	5,645
Elkhart	918	\$10	9,180	2,295	2,295	2,295	2,295
Runnells	504	\$10	5,040	1,260	1,260	1,260	1,260
Alleman	452	\$10	4,520	1,130	1,130	1,130	1,130
Polk County			10,000,000	2,500,000	2,500,000	2,500,000	2,500,000
Dallas County and Cities			2,000,000	500,000	500,000	500,000	500,000
Jasper County and Cities			500,000	125,000	125,000	125,000	125,000
Story County and Cities			2,000,000	500,000	500,000	500,000	500,000
Warren County and Cities			1,000,000	250,000	250,000	250,000	250,000
			<u>\$ 34,336,300</u>				

\* 2019 population estimate from Census.gov will be used for the per capita calculation



**RESOLUTION NO. 2022-04**

**RESOLUTION OF SUPPORT FOR NEW DES MOINES INTERNATIONAL AIRPORT  
TERMINAL PROJECT**

WHEREAS, the Des Moines Airport Authority (“the Authority”) has prepared a Terminal Area Concept Plan in support of needed improvements to the Des Moines International Airport (“the Airport”) terminal complex; and

WHEREAS, the existing Airport terminal building was first built in 1948 and, although it has been subject to upgrades and improvements over the years, it has reached the end of its useful economic life; and

WHEREAS, the total estimated cost for the new terminal and all associated design and construction is more than five hundred thirty million dollars (\$530,000,000); and

WHEREAS, to date, the Authority has spent approximately sixty four million (\$64,000,000) of its reserves on enabling projects to reposition tenants and infrastructure on the Airport in preparation of the future terminal site; and

WHEREAS, the timeline for terminal construction is dependent on funding availability, but design could begin as soon as 2022 with construction in years 2024 – 2026; and

WHEREAS, the City desires to support the new Airport terminal project as it will benefit the current and future residents and businesses of the City by providing a vibrant regional airport.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF Polk City, IOWA that:

1. City agrees to contribute \$49,610 in monetary support for the new Airport terminal project.
2. City’s contribution shall be made by 2027 and contingent on the Airport Authority obtaining the remaining funding needed to complete construction.
3. City is not seeking a role in the governance of the Airport Authority in exchange for this contribution.
4. This contribution is subject to the City’s participation on an advisory committee to provide input and recommendations to the Authority during the design and construction of the new Airport terminal project.

Passed and approved this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Steve Karsjen, Mayor

ATTEST:

\_\_\_\_\_  
Jenny Coffin, City Clerk

**LETTER OF AGREEMENT**  
**Between**  
**THE DES MOINES AIRPORT AUTHORITY**  
**And**  
**The City of Polk City Iowa**

The Des Moines Airport Authority (hereinafter “the Authority”) and the City of Polk City Iowa (hereinafter “the City”) enter into this Letter of Agreement.

WHEREAS, the Authority has prepared a Terminal Area Concept Plan in support of needed improvements to the Des Moines International Airport (“the Airport”) terminal complex; and

WHEREAS, the existing Airport terminal building was first built in 1948 and, although it has been subject to upgrades and improvements over the years, it has reached the end of its useful economic life; and

WHEREAS, the total estimated cost for the new terminal and all associated design and construction is more than five hundred thirty million dollars (\$530,000,000); and

WHEREAS, to date, the Authority has spent approximately sixty-four million (\$64,000,000) of its reserves on enabling projects to reposition tenants and infrastructure on the Airport in preparation of the future terminal site; and

WHEREAS, the timeline for terminal construction is dependent on funding availability, but design could begin as soon as 2022 with construction in years 2024 – 2026; and

WHEREAS, the City desires to support the new Airport terminal project as it will benefit the current and future residents and businesses of the City by providing a vibrant regional airport.

Based upon the foregoing, the parties agree as follows:

1. City agrees to contribute \$49,610 in monetary support for the new Airport terminal project.
2. City’s contribution shall be made by 2027, contingent on the Airport Authority obtaining the remaining funding needed to complete construction.
3. City is not seeking a role in the governance of the Airport Authority in exchange for this contribution.
4. Authority agrees that it will establish an advisory committee to provide input and recommendations to the Authority during the design and construction of the new Airport terminal project. City shall be entitled to participate in this advisory committee.

For the Authority:

For the City of Polk City:

\_\_\_\_\_  
Mark Feldmann  
Chair

\_\_\_\_\_  
Steve Karsjen  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





**Date** January 10, 2022

**To:** Chelsea Huisman  
 City of Polk City  
 P.O. Box 426  
 Polk City, IA 50226-0426

**INVOICE SUMMARY - NOVEMBER SERVICES**

Services from November 1, 2021 through November 30, 2021

**GENERAL ENGINEERING**

<u>2021 General Engineering</u>	121.0001	\$	2,291.25
<i>Council Meetings, P&amp;Z meeting, and coordination with staff re: agendas, resolutions, minutes.</i>			
<u>Building and Development issues:</u>	121.0001	\$	1,877.75
<i>Research, meetings and coordination with developers, engineers, building inspector, and staff regarding various potential and ongoing projects, and building permits.</i>			
<u>Water Dept:</u>	121.0001	\$	-
-			
<u>Sanitary Sewer Dept:</u>	121.0001	\$	-
-			
<u>Miscellaneous Projects:</u>	121.0001	\$	1,311.50
<i>Projects include survey and exhibit for proposed sidewalk along W. Broadway at Kings Place, and printing Future Streets Plan and FLUP.</i>			
<b>SUBTOTAL</b>		<b>\$</b>	<b>5,480.50</b>

**CAPITAL IMPROVEMENT PROJECTS**

N. 3rd Street & Vista Lake Avenue Intersection Improvements	121.0455	\$	-
<b>SUBTOTAL</b>		<b>\$</b>	<b>-</b>

**REIMBURSABLE DEVELOPMENT REVIEW PROJECTS**

Big Creek Commons Plat 1: Construction Phase Services	121.0433	\$	1,687.50
Casey's: Site Plan	121.1034	\$	1,500.00
Creekview Estates Plat 2: Construction Phase Services	121.0195	\$	1,891.00
Four Seasons Polk City Plat 1: Construction Phase Services	121.0138	\$	3,003.75
HyVee Dollar Fresh: Rezoning, Site Plan, Plat of Survey, TIS, SWMP	121.0436	\$	2,378.25
Kwik Star: Construction Phase	119.0816	\$	1,688.00
Ledgestone Ridge: Construction Phase Services	121.0204	\$	2,332.00
Wolf Creek Townhomes Plat 13: Construction Phase Services	121.0204	\$	769.00
<b>SUBTOTAL</b>		<b>\$</b>	<b>15,249.50</b>

**TOTAL**

**\$ 20,730.00**