

Agenda -Notice of Meeting

Polk City | City Council

May 24, 2021 | 6:00 pm

City Hall-Council Chambers | Electronic Meeting

**Due to Covid-19 Mayor and Council will meet in person with
Public Meeting participation via phone**

Call in local 515-329-8019 Participant Code 593054

Public members can also provide comments directly to support@polkcityia.gov

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

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

Jason Morse | Mayor

Mandy Vogel | Pro Tem

City Council Members: Jeff Walters | Dave Dvorak | Ron Anderson | Rob Sarchet

1. Call to Order

2. Roll Call

3. Approval of Agenda

4. Public Comments: *This is the time and place for comments for any item other than those that are a Public Hearing. If you wish to speak, please contact the City Clerk by 5pm on the date of the meeting by email at jgibbons@polkcityia.gov with your name and address for the record including the phone number you will be calling in with. The Mayor will recognize you for five minutes of comment during which time your line will be unmuted.*

5. Consent Items

- a. City Council Meeting Minutes for May 10, 2021
- b. Receive and file P&Z Commission Meeting Minutes for May 17, 2021
- c. Claims listing May 24, 2021
- d. April 2021 Finance Report
- e. PFM Engagement Letter
- f. Acknowledge amending Resolution 2021-43 authorizing application for COVID-19 Relief Recreational Trails program
- g. Resolution 2021-44 re-setting a Public Hearing for June 14, 2021 at 6pm on the Vacation of Drainage Easement in Big Creek Valley Plat 1
- h. Receive and file the April 2021 Police Department Report
- i. Receive and file the April 2021 Fire Department Report
- j. Resolution 2021-45 to apply for Prairie Meadows Grant in the amount of \$85,000
- k. Set pay for new FD employee Theodor (T.J.) Schaffer, part-time Firefighter/EMT, Part-time rate of \$15.11 per hour and rate of \$13.73 per hour for paid-on-call rate
- l. Set pay for FD employee Chrissy Bristle for successfully obtaining the Emergency Medical Technician certificate and Firefighter I certificate, Part-time rate of \$14.21 per hour and rate of \$13.73 per hour and paid-on-call rate
- m. Set pay Parks & Recreation seasonal employee, Jaden Nickles, Recreation Assistant II at \$10.00 per hour starting May 27, 2021, contingent upon successful completion of background check
- n. Update Organizational Chart
- o. Resolution 2021-46 approving agreement on sidewalk expenses for Lot 4 & Outlot Z in Deer Haven Plat 3

- p. Resolution 2021-47 setting Public Hearing for June 14, 2021 at 6pm on an amendment to zoning restrictions for a portion of Lot 39 and Outlot Z of Crossroads at the Lakes Plat 2 to allow grocery stores as a permitted use
- q. Resolution 2021-48 setting a public hearing on June 14, 2021 at 6pm on an amendment to the Comprehensive Plan from commercial to low density residential along E Broadway
- r. Resolution 2021-49 setting a public hearing for June 14, 2021 at 6pm on the rezoning petition for 117 E Broadway from C-1 to PUD
- s. Resolution 2021-50 approving Construction Drawings for Creekview Estates Plat 2
- t. Resolution 2021-51 approving Construction Drawings for Four Seasons Polk City Plat 1
- u. Twelve-month Tobacco Permit for Fareway Stores, Inc. #137 effective July 1, 2021

6. Business Items

- a. Resolution 2021-52 approving Big Creek Commons Preliminary Plat
- b. Resolution 2021-53 authorizing the Real Estate Purchase Agreement in the amount of \$800,000
- c. Snyder & Associates March 2021 Services invoice in the amount of \$43,370.00
- d. Discuss mask mandate

7. Reports & Particulars

Recognition: Ron Anderson –East High School Hall of Fame Inductee *Council Member Anderson exemplifies EHS's motto "For the Service of Humanity" through ongoing involvement & leadership Mayor, Council, City Manager, Staff, Boards, and/or Commissions*

8. Adjournment

--next meeting date June 14, 2021

MEETING MINUTES
The City of Polk City
City Council Meeting
6:00 p.m., May 10, 2021
City Hall – Council Chambers

Polk City, City Council held a meeting in the City Hall Council Chambers with public participation via phone at 6:00 p.m., on May 10, 2021. The Agenda was posted at the City Hall office as required by law.

These tentative minutes reflect all action taken at the meeting.

1. **Call to Order** | Mayor Morse called the meeting to order at 6:00 p.m.
2. **Roll Call** | Walters, Dvorak, Vogel, Anderson, Sarchet | In attendance
3. **MOTION:** A motion was made by Anderson and seconded by Walters to approve the agenda
MOTION CARRIED UNANIMOUSLY
4. **Presentation** | Cris Christenson and Justin Vogel, Board Members of Iowa Foundation for Parks and Recreation presented Jason Thraen and the Parks & Recreation Department with a check in the amount of \$1000 for equipment purchases and a check in the amount of \$2500 for Derecho Repairs.
5. **Public Hearings:**
 - a. Mayor Morse opened the Public Hearing for the proposed FY 20.21 Budget Amendment at 6:01p.m. City Clerk, Jenny Gibbons, said that the notice was published April 23, 2021 and no comments had been received for or against the proposed budget amendment. City Manager, Huisman provided a report and reviewed the overall proposed amendment.
MOTION: A motion was made by Dvorak and seconded by Vogel to close the public hearing at 6:05 p.m.
MOTION CARRIED UNANIMOUSLY
 - i. **MOTION:** A motion was made by Dvorak and seconded by Sarchet to approve Resolution 2021-35 approving FY 20.21 Budget Amendment
MOTION CARRIED UNANIMOUSLY
 - b. Mayor Morse opened the Public Hearing for the proposed Vacation of Drainage Easement at 6:08p.m. City Clerk, Jenny Gibbons, said that the notice was published April 30, 2021 and no comments had been received for or against the proposed easement vacation. City Engineering Representative, Connor provided a report.
MOTION: A motion was made by Vogel and seconded by Anderson to close the public hearing at 6:11 p.m.
MOTION CARRIED UNANIMOUSLY
 - i. **MOTION:** A motion was made by Walters and seconded by Dvorak to approve the first reading of Ordinance 2021-1400 vacating Drainage Easement
MOTION CARRIED UNANIMOUSLY
 - a) **MOTION:** A motion was made by Walters and seconded by Vogel to approve waiving the second and third reading of Ordinance 2021-1400 vacating Drainage Easement
MOTION CARRIED UNANIMOUSLY
 - ii. **MOTION:** A motion was made by Vogel and seconded by Walters to approve Resolution 2021-36 approving Record of Lot Tie Agreements, acceptance of 30' Surface Water Flowage Easement and Plat of Survey for Parcels 2021-5 and 2021-6
MOTION CARRIED UNANIMOUSLY
6. **Public Comments** | None
7. **Consent Items**
MOTION: A motion was made by Vogel and seconded by Dvorak to approve the consent agenda items.
 - a. City Council Meeting Minutes for April 26, 2021
 - b. City Council Work Session Meeting Minutes for April 26, 2021
 - c. Receive and file Parks Commission Meeting Minutes for May 3, 2021
 - d. Claims listing May 10, 2021
 - e. RFP for Soil Quality Restoration
 - f. Receive and file April 2021 Water Report
 - g. Receive and file April 5, 2021 Library Board Meeting Minutes
 - h. Receive and file the March and April Library Director Reports
 - i. Acknowledge Library Resolution 2021-03L Authorizing appropriate disposal of certain Library furniture
 - j. Resolution 2021-37 Acceptance of Public Improvements for Creekview Estates Plat 1

- k. Resolution 2021-38 approving Construction Drawings for Ledgestone Ridge Public Improvements
- l. Resolution 2021-40 to apply for Wellmark Foundation small grant application in the amount of \$25,000
- m. Resolution 2021-41 setting public hearing on the vacation of a drainage easement in Big Creek Valley Plat 1
- n. Resolution 2021-42 to apply for Prairie Meadows Community Betterment Grant in the amount of \$75,000
- o. Resolution 2021-43 to apply for the COVID-19 Recreational Trails Program in the amount of \$550,000
- p. Receive and File the April 2021 Parks & Recreation Department Report
- q. Firefighter/Paramedic Job Description

MOTION CARRIED UNANIMOUSLY

8. Business Items

- a. **MOTION:** A motion was made by Dvorak and seconded by Vogel to approve Resolution 2021-39 approving Pay App No 2 for 2021 Street Repairs Project in the amount of \$68,914.20

MOTION CARRIED UNANIMOUSLY

- b. **MOTION:** A motion was made by Walters and seconded by Dvorak to approve the Third Reading of Ordinance 2021-1300 rezoning 77.66 acres of Knapp Properties located North and East of 220 E. Vista Lake Avenue from A-1 to R-1, from A-1 to R-1A, and from R-1 to R-1A

YES: Dvorak, Vogel, Walters

NO: Anderson, Sarchet

MOTION CARRIED

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

Mayor Proclamations:

National Emergency Medical Services (EMS) Week May 16-22

National Public Works Week May 16-22

- Parks & Recreation Director Thraen reported MidAmerican CARES, their corporate Citizenship Program awarded the City with funding in the amount of \$10,000 for Lost Lake Estates Park Phase II. CARES stands for Community Enhancement, Arts and Culture, Environmental Respect, Education/STEM and Safety.
- Council Member Anderson requested staff check with the user groups on the plan for the Sports Complex Concession Stand.
- Council Member Sarchet said he is in support of the groups using the sports complex and hopes as things move forward a two-way dialogue can develop with the City and if the City can provide suggestions for improving safety concerns with the limited parking available regarding scheduling, he'd hope the groups would be open to suggestions.
- Council Member Vogel said the transition period between games at the Sports Complex is the most congested but since concessions and scheduling are currently handled by non-city groups it may take a few transition years to see how they fit together with the City. Vogel also thanked the Staff for the effort on grant applications and finding outside funding sources.
- City Manager Huisman thanked Council for allowing the CARES act money awarded to Polk City in November to be used amongst the departments to help them get caught up after a tough year with a spending freeze due to COVID.
- Council Member Sarchet said he received information from MAC regarding the Senate and the House property tax issues and is anxious to see where that ends up.

10. Adjournment

MOTION: A motion was made by Anderson and seconded by Vogel to adjourn at 6:33 p.m.

MOTION CARRIED UNANIMOUSLY

Next Meeting Date –May 24, 2021

Jason Morse, Mayor

Attest

Jenny Gibbons, City Clerk

MEETING MINUTES
The City of Polk City
Planning and Zoning Commission
6:00 p.m., Monday, May 17, 2021

Polk City, Planning and Zoning Commission (P&Z) held a meeting at 6:00 p.m., on May 17, 2021 in the City Hall Council Chambers with public participation via phone. The Agenda was posted at the City Hall office as required by law.

These tentative minutes reflect all action taken at the meeting.

1. **Call to Order** | Chair Bowersox called the meeting to order at 6:00 p.m.
2. **Roll Call** | Hankins, Sires, Bowersox, Ohlfest, Vogel, Dietz | In attendance
Triplett in attendance via zoom
3. **Approval of Agenda**
MOTION: A motion was made by Ohlfest and seconded by Hankins to approve the agenda.
MOTION CARRIED UNANIMOUSLY
4. **Public Comments** | None
5. **Approval of Meeting Minutes**
MOTION: A motion was made by Dietz and seconded by Vogel to approve the April 19, 2021 meeting minutes.
YES: Vogel, Dietz, Hankins, Triplett, Sires, Bowersox
ABSTAIN: Ohlfest
MOTION CARRIED
6. **Amendment to zoning restrictions for the purpose of a Hy-Vee Value Fresh Grocery Store** | Kathleen Connor, City Engineering Representative reviewed the proposed amendment to add grocery store as a permitted use to the C-2 area that was previously restricted to limited uses. Rob Wadle, Director of Real Estate for HyVee discussed the proposed concept for this site. Elevations and buffers were discussed.
MOTION: A motion was made by Sires and seconded by Ohlfest to recommend Council approval of the amendment to the zoning restrictions for a portion of Lot 39 and Outlot Z of Crossroads at the Lakes Plat 2 to include grocery stores.
MOTION CARRIED UNANIMOUSLY
7. **117 E Broadway** | Kathleen Connor, City Engineering Representative reviewed the rezoning request and PUD Master Plan concept the builder is proposing. Kyle Hout, Ridgewood Homes said he wants to clean up this area and changing the zoning to allow for the smaller lots mirrors the rest of the neighborhood's unique circumstances. Hankins suggested defining areas like this with unique characteristics differently on the Future Land Use Plan.
 - a. **MOTION:** A motion was made by Dietz and seconded by Hankins to recommend Council approve a Comp Plan Amendment from commercial to low density residential and the Rezoning Petition for 117 E Broadway from C-1 to PUD
MOTION CARRIED UNANIMOUSLY
 - b. **MOTION:** A motion was made by Dietz and seconded by Ohlfest to recommend Council approve the PUD Master Plan
MOTION CARRIED UNANIMOUSLY
8. **Big Creek Commons Preliminary Plat** | Kathleen Connor, City Engineering Representative reviewed the Preliminary Plat for Big Creek Commons, discussing streets, trail connectivity, traffic impact study requirement and Storm Water Management Plan.
MOTION: A motion was made by Hankins and seconded by Sires to recommend Council approve the Preliminary Plat for Big Creek Commons subject to Staff and Engineering comments dated May 14, 2021, recommend requiring the installation of a sidewalk instead of a trail on the northside of E. Vista Lake Dr. east of the 10' crosswalk at the east entrance of the North Polk Intermediate School Site.
MOTION CARRIED UNANIMOUSLY

9. **Update: Comprehensive Plan Recommendations and Responsibilities** | Chelsea Huisman, City Manager reviewed three code section changes proposed to align with P&Z Commission recommendations. Huisman reviewed the Major Streets Plan Parkway Designations and suggested identifying future Parkway Designations for future developments.

10. Reports & Particulars

- City Council Member Sarchet reported the City Council had approved an agreement with the school on intersection improvements to be located at N 3rd and E Vista Lake Drive. He said he appreciated the Commission's perspective on the E. Broadway area and sharing his viewpoint regarding commercial. Sarchet mentioned the City had hired outside firms for a Facility Needs Assessment and a Regional Park Master Plan and he is anxious to see the final reports. He thanked the Commission for their work on updating the Subdivision Ordinance as it puts Council in a good position for future planning.
- City Manager Huisman gave an overview of the Facility Needs Assessment

11. Adjournment

MOTION: A motion was made by Hankins and by Vogel to adjourn at 7:24 p.m.

MOTION CARRIED UNANIMOUSLY

Next Meeting Date – Monday, June 21, 2021

Attest:

Jenny Gibbons - City Clerk

CLAIMS REPORT		
CITY OF POLK CITY	DATED	5/24/2021
VENDOR	REFERENCE	AMOUNT
Amazon	LIBRARY BOOKS	\$ 2,475.73
AMAZON BUSINESS	SUPPLIES	\$ 634.07
AMES FORD	TRUCK REPAIRS	\$ 2,425.30
BAKER & TAYLOR	LIBRARY BOOKS	\$ 1,419.84
BANLEACO	COPIER LEASE + COLOR OVERAGE	\$ 454.22
BUSINESS PUBLICATIONS CORP	PUBLICATIONS	\$ 104.52
CANDICE FOSTER	SPR PRESENTER	\$ 180.00
CANINE TACTICAL	K-9 TRAINING	\$ 150.00
CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	\$ 90.96
CARROLL CONSTRUCTION SUPPLY	TILE FOR 12 OAKS PARK	\$ 67.50
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	\$ 42.54
Central Pump & Motor	LIFT STATION REPAIRS	\$ 454.50
CENTURY LINK	PHONE SERVICE	\$ 673.69
CFI TIRE SERVICE	FRONT TIRES/ALIGNMENT M-4	\$ 466.78
CITY OF POLK CITY	UB ASSISTANCE PROGRAM	\$ 372.34
CLEANING CONNECTION INC	MAY JANITORIAL	\$ 1,626.48
CORE AND MAIN	HYDRANT REPAIRS	\$ 1,013.08
Crystal Clear Water Co	PURCHASED WATER	\$ 42.25
DANKO EMERGENCY EQUIPMENT	BUNKER COAT NAME PLATES	\$ 342.25
DARCY MAULSBY	SPR PRESENTER	\$ 200.00
Des Moines Lock Service	PADLOCKS	\$ 186.60
DEVON DISTRIBUTING CORP	SPR PRESENTER	\$ 100.00
EPIC OUTDOOR CINEMA	MOVIE SCREEN SYSTEM	\$ 9,999.00
ETECH SOLUTIONS LLC	FRONT DESK NOTEBOOK INSTALL	\$ 1,192.98
Ferguson Waterworks	EQUIPMENT REPAIRS	\$ 10,744.65
Fire Service Training Bureau	MANUALS FOR INSTRUCTOR	\$ 560.30
FIRST BANK CARD	CITY CREDIT CARD	\$ 5,080.73
G.C.M.O.A.	ANNUAL MEMBERSHIP - 2 YEARS	\$ 70.00
GALL'S INC.	HAT BADGES - CARES	\$ 740.42
Gehrke Quarries Inc	BALL DIAMOND LIME	\$ 127.36
Gurnsey Electric Co	BANDSTAND LIGHT REPLACEMENT	\$ 3,370.34
HAWKEYE TRUCK EQUIPMENT	F450 EQUIPMENT REPAIRS	\$ 2,467.00
IOWA SIGNAL INC	REPAIR SCHOOL FLASHERS	\$ 240.00
IOWA STATE UNIVERSITY TREASURER	INCINERATION OF DRUGS	\$ 70.00
JENNY GIBBONS	GCMOA MEETING REIMBURSEMENT	\$ 40.15
KEYSTONE LABORATORIES INC.	WATER TESTING	\$ 75.00
LINDA BETSINGER MCCANN	SRP PRESENTER	\$ 75.00
MEDIACOM	INTERNET SERVICE	\$ 6.95
MENARD'S	SUPPLIES	\$ 990.33
MERCYONE NORTH PHARMACY	RX SUPPLIES	\$ 117.56
METRO WASTE AUTHORITY	CONTRACT MANAGEMENT - APR 2021	\$ 15,659.10
MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$ 9,228.11
MIDLAND POWER CO-OP	STREET LIGHTING	\$ 509.58

NICHOLS EQUIPMENT LLC	TWELVE OAKS TILE PROJECT	\$ 979.70
NORWALK READY-MIXED CONCRETE	CONCRETE FOR STREET REPAIRS	\$ 549.50
NUTRITIONAL BALANCE COACHING	SPR PRESENTER	\$ 150.00
OVERDRIVE INC	DIGITAL BOOKS	\$ 606.98
P & M APPAREL	SIGNAGE FOR STATION	\$ 278.00
PC Print Center	OFFICE SUPPLIES	\$ 199.00
PCC AMBULANCE BILLING	MARCH AMBULANCE BILLING	\$ 940.26
POLK COUNTY HEATING & COOLING	WATER LINE REPAIRS	\$ 505.00
RANGEMASTERS TRAINING CENTER	RIFLE SLING	\$ 242.63
SCHOLASTIC	PRIZES	\$ 193.45
Speck Enterprises	STREET SWEEPING	\$ 9,200.00
STAPLES	OFFICE SUPPLIES	\$ 738.82
STRYKER SALES CORPORATION	LUCAS DEVICE SUPPLIES	\$ 249.90
SYNOLOGY	SYNOLOGY BACK-UP	\$ 414.94
UPHDM OCCUPATIONAL MEDICINE	NEW HIRE DRUG TEST	\$ 50.00
VERIZON WIRELESS	PHONE AND DATA PLAN	\$ 370.20
WEX - WRIGHT EXPRESS FLEET SERVICES	FUEL - FIRE, POLICE, PUBLIC WORKS	\$ 4,090.21
Accounts Payable Total		\$ 94,645.80
GENERAL		\$ 35,867.50
ROAD USE		\$ 14,285.09
L.M.I		\$ 372.34
WATER		\$ 17,287.97
SEWER		\$ 11,173.80
SOLID WASTE/RECYCLING		\$ 15,659.10
TOTAL FUNDS		\$ 94,645.80



POLK CITY - A City For All Seasons -

Monthly Finance Report

April 2021

Prepared By:

Jenny Gibbons
City Clerk/Treasurer

ACCOUNT TITLE	LAST REPORT END BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILILTY	ENDING BALANCE
001 GENERAL	4,856,383.74	1,188,982.89	422,220.34	1,294.70	5,982,609.55
110 ROAD USE	129,127.87	91,854.97	16,938.73	1.50	204,045.61
111 I-JOBS	.00	.00	.00	.00	.00
121 LOCAL OPTION SALES TAX	.00	.00	.00	.00	.00
125 TIF	70,854.86	137,375.16	.00	.00	70,854.86
135 L.M.I	1,481,959.64	.00	281.40	.00	1,481,678.24
167 PC COMM. LIB TRUST	13,874.34	.00	.00	.00	13,874.34
177 ASSET FORFEITURE	1,685.81	.00	.00	.00	1,685.81
200 DEBT SERVICE	30,108.44-	208,067.75	.00	.00	30,108.44-
301 CAPITAL IMPROVEMENTS	587,162.36-	12,725.65	57,503.82	.00	644,666.18-
302 CAPITAL WATER PROJECT	1,183,633.20	.00	.00	.00	1,183,633.20
303 CAPITAL EQUIPMENT/VEHIC	.00	.00	.00	.00	.00
600 WATER	1,202,358.03	94,638.63	118,750.29	2.64	1,178,249.01
610 SEWER	1,528,880.03	136,439.34	84,997.65	2.48	1,580,324.20
670 SOLID WASTE/RECYCLING	14,772.31	22,734.59	22,404.24	.00	15,102.66
740 STORM WATER UTILITY	.00	6,953.60	.00	.00	6,953.60
920 ESCROW	.00	.00	.00	.00	.00
Report Total	9,866,259.03	1,899,772.58	723,096.47	1,301.32	11,044,236.46

BANK CASH REPORT
2021

BANK FUND	BANK NAME	MARCH CASH BALANCE	APRIL RECEIPTS	APRIL DISBURSMENTS	APRIL CASH BALANCE	OUTSTANDING TRANSACTIONS	APR BANK BALANCE
Grinnell State Bank BK#1							
BANK 001	Grinnell State Bank						6,382,751.88
001	CHECKING - GENERAL	800,337.09	1,558,253.89	433,986.18	1,924,604.80	42,623.49	
110	CHECKING - ROAD USE	129,127.87	91,913.19	16,995.45	204,045.61	1,654.57	
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	0.00	0.00	0.00	0.00		
125	CHECKING - TIF	70,854.86	0.00	0.00	70,854.86		
135	CHECKING - L.M.I.	762,916.78	0.00	281.40	762,635.38		
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	30,108.44	0.00	0.00	30,108.44		
301	CHECKING - CAPITAL PROJECT	587,162.36	0.00	57,503.82	644,666.18	54,310.17	
302	CHECKING - CAPITAL WATER PROJ	1,183,633.20	0.00	0.00	1,183,633.20		
303	CHECKING - CAP EQUIP/VEHICLE	0.00	0.00	0.00	0.00		
600	CHECKING - WATER UTILITY	1,202,357.03	103,913.80	128,022.82	1,178,248.01	8,659.84	
610	CHECKING - SEWER UTILITY	1,528,879.03	136,888.16	85,443.99	1,580,323.20	8,686.72	
670	CHECKING-SOLID WASTE/RECYCLING	14,772.31	22,818.59	22,488.24	15,102.66		
740	CHECKING	0.00	6,970.76	17.16	6,953.60		
920	CHECKING - ESCROW BANK ACCOUNT	0.00	0.00	0.00	0.00		
	DEPOSITS					715.70	
	WITHDRAWALS					345.94	
Grinnell State Bank TOTALS		5,091,167.52	1,920,758.39	744,739.06	6,267,186.85	115,565.03	6,382,751.88
LUANA SAV. BK MM BK#2							
BANK 001	LUANA SAV. BK MM						3,243,255.62
001	Luana Savings Bank - M.M. Acco	2,522,255.66	1,958.10	0.00	2,524,213.76		
135	Luana Money Market Account	719,041.86	0.00	0.00	719,041.86		
LUANA SAV. BK MM TOTALS		3,241,297.52	1,958.10	0.00	3,243,255.62	0.00	3,243,255.62
GRINNELL STATE BK- C.D. BK#3							
BANK 001	GRINNELL STATE BK- C.D.						1,080,521.37
001	GRINNELL STATE BANK CD	1,080,521.37	0.00	0.00	1,080,521.37		
GRINNELL STATE BK- C.D. TOTALS		1,080,521.37	0.00	0.00	1,080,521.37	0.00	1,080,521.37
GRINNELL STATE BK-MM BK#4							
BANK 001	GRINNELL STATE BK-MM						452,833.62
001	SUPER MONEY MKT II	452,833.62	0.00	0.00	452,833.62		
GRINNELL STATE BK-MM TOTALS		452,833.62	0.00	0.00	452,833.62	0.00	452,833.62

**BANK CASH REPORT
2021**

BANK NAME FUND GL NAME	MARCH CASH BALANCE	APRIL RECEIPTS	APRIL DISBURSMENTS	APRIL CASH BALANCE	OUTSTANDING TRANSACTIONS	APR BANK BALANCE
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
=====						
TOTAL OF ALL BANKS	9,865,820.03	1,922,716.49	744,739.06	11,043,797.46	115,565.03	11,159,362.49
=====						

BUDGET REPORT
CALENDAR 4/2021, FISCAL 10/2021

PCT OF FISCAL YTD 83.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	GENERAL TOTAL	4,945,696.00	422,220.34	3,172,286.62	64.14	1,773,409.38
	ROAD USE TOTAL	444,573.00	16,938.73	360,047.87	80.99	84,525.13
	TIF TOTAL	335,461.00	.00	153,217.23	45.67	182,243.77
	L.M.I TOTAL	273,552.00	281.40	241,298.57	88.21	32,253.43
	ASSET FORFEITURE TOTAL	.00	.00	4,276.44	.00	4,276.44-
	DEBT SERVICE TOTAL	342,120.00	.00	70,868.32	20.71	271,251.68
	CAPITAL IMPROVEMENTS TOTAL	2,759,560.35	57,503.82	2,579,956.74	93.49	179,603.61
	CAPITAL WATER PROJECT TOTAL	2,254,476.00	.00	1,054,827.20	46.79	1,199,648.80
	WATER TOTAL	1,138,867.00	118,750.29	943,090.49	82.81	195,776.51
	SEWER TOTAL	1,473,685.00	84,997.65	657,334.24	44.60	816,350.76
	SOLID WASTE/RECYCLING TOTAL	267,430.00	22,404.24	208,834.37	78.09	58,595.63
	TOTAL EXPENSES BY FUND	=====	=====	=====	=====	=====
		14,235,420.35	723,096.47	9,446,038.09	66.36	4,789,382.26
		=====	=====	=====	=====	=====

REVENUE REPORT
CALENDAR 4/2021, FISCAL 10/2021

PCT OF FISCAL YTD 83.3%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	4,229,902.00	1,188,982.89	3,756,643.75	88.81	473,258.25
	ROAD USE TOTAL	445,000.00	91,854.97	432,283.22	97.14	12,716.78
	TIF TOTAL	363,013.00	137,375.16	344,895.16	95.01	18,117.84
	L.M.I TOTAL	.00	.00	37,256.83	.00	37,256.83-
	ASSET FORFEITURE TOTAL	.00	.00	1,636.00	.00	1,636.00-
	DEBT SERVICE TOTAL	339,525.00	208,067.75	504,170.83	148.49	164,645.83-
	CAPITAL IMPROVEMENTS TOTAL	2,698,573.35	12,725.65	2,125,375.39	78.76	573,197.96
	WATER TOTAL	1,174,000.00	94,638.63	1,246,600.87	106.18	72,600.87-
	SEWER TOTAL	1,475,360.00	136,439.34	1,401,277.10	94.98	74,082.90
	SOLID WASTE/RECYCLING TOTAL	267,430.00	22,734.59	223,937.03	83.74	43,492.97
	STORM WATER UTILITY TOTAL	.00	6,953.60	6,953.60	.00	6,953.60-
	TOTAL REVENUE BY FUND	10,992,803.35	1,899,772.58	10,081,029.78	91.71	911,773.57

BUDGET REPORT
CALENDAR 4/2021, FISCAL 10/2021

PCT OF FISCAL YTD 83.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	POLICE TOTAL	988,321.00	76,242.84	824,565.49	83.43	163,755.51
	CIVIL DEFENSE TOTAL	6,500.00	1,591.40	4,489.22	69.06	2,010.78
	FIRE TOTAL	745,658.00	38,655.23	598,294.32	80.24	147,363.68
	BUILDING/HOUSING TOTAL	594,361.00	101,615.91	479,064.09	80.60	115,296.91
	DOG CONTROL TOTAL	2,000.00	.00	783.82	39.19	1,216.18
	PUBLIC SAFETY TOTAL	2,336,840.00	218,105.38	1,907,196.94	81.61	429,643.06
	ROAD USE TOTAL	564,772.00	24,661.50	419,232.72	74.23	145,539.28
	STREET LIGHTING TOTAL	60,000.00	8,554.25	40,563.00	67.61	19,437.00
	PUBLIC WORKS TOTAL	624,772.00	33,215.75	459,795.72	73.59	164,976.28
	ENV.HEALTH SERVICES TOTAL	27,000.00	.00	.00	.00	27,000.00
	HEALTH & SOCIAL SERVICES TOTA	27,000.00	.00	.00	.00	27,000.00
	LIBRARY TOTAL	363,480.00	33,362.06	291,211.27	80.12	72,268.73
	PARKS TOTAL	469,518.00	30,531.52	251,332.44	53.53	218,185.56
	COMMUNITY CENTER TOTAL	15,000.00	1,694.88	10,805.36	72.04	4,194.64
	CULTURE & RECREATION TOTAL	847,998.00	65,588.46	553,349.07	65.25	294,648.93
	TIF/ECON DEV TOTAL	581,461.00	281.40	366,963.98	63.11	214,497.02
	COMMUNITY & ECONOMIC DEV TOTA	581,461.00	281.40	366,963.98	63.11	214,497.02
	MAYOR COUNCIL TOTAL	99,848.00	7,581.02	95,400.84	95.55	4,447.16
	POLICY ADMINISTRATION TOTAL	285,411.00	18,158.70	238,098.10	83.42	47,312.90
	CITY ATTORNEY TOTAL	61,000.00	3,280.00	35,106.60	57.55	25,893.40
	CITY HALL TOTAL	919,650.00	2,659.26	71,024.16	7.72	848,625.84
	OTHER CITY GOVERNMENT TOTAL	187,750.00	90,570.50	176,639.50	94.08	11,110.50
	GENERAL GOVERNMENT TOTAL	1,553,659.00	122,249.48	616,269.20	39.67	937,389.80
	DEBT SERVICE TOTAL	342,120.00	.00	70,868.32	20.71	271,251.68
	DEBT SERVICE TOTAL	342,120.00	.00	70,868.32	20.71	271,251.68
	CAPITAL IMPROVEMENT TOTAL	2,759,560.35	57,503.82	2,579,956.74	93.49	179,603.61
	WATER UTILITY TOTAL	2,254,476.00	.00	1,054,827.20	46.79	1,199,648.80
	CAPITAL PROJECTS TOTAL	5,014,036.35	57,503.82	3,634,783.94	72.49	1,379,252.41

BUDGET REPORT
CALENDAR 4/2021, FISCAL 10/2021

PCT OF FISCAL YTD 83.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	WATER UTILITY TOTAL	1,138,867.00	118,750.29	943,090.49	82.81	195,776.51
	SEWER UTILITY TOTAL	913,892.00	84,997.65	657,334.24	71.93	256,557.76
	RECYCLING TOTAL	267,430.00	22,404.24	208,834.37	78.09	58,595.63
	ENTERPRISE FUNDS TOTAL	2,320,189.00	226,152.18	1,809,259.10	77.98	510,929.90
	TRANSFER TOTAL	587,345.00	.00	27,551.82	4.69	559,793.18
	TRANSFER OUT TOTAL	587,345.00	.00	27,551.82	4.69	559,793.18
	TOTAL EXPENSES	14,235,420.35	723,096.47	9,446,038.09	66.36	4,789,382.26

**BALANCE SHEET
CALENDAR 4/2021, FISCAL 10/2021**

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1110	CHECKING - GENERAL	1,124,267.71	1,924,604.80
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	74,917.74	204,045.61
111-000-1110	CHECKING - I-JOBS	.00	.00
121-000-1110	CHECKING - LOCAL OPTION	.00	.00
125-000-1110	CHECKING - TIF	.00	70,854.86
135-000-1110	CHECKING - L.M.I.	281.40-	762,635.38
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	.00	30,108.44-
301-000-1110	CHECKING - CAPITAL PROJECT	57,503.82-	644,666.18-
302-000-1110	CHECKING - CAPITAL WATER PROJ	.00	1,183,633.20
303-000-1110	CHECKING - CAP EQUIP/VEHICLE	.00	.00
600-000-1110	CHECKING - WATER UTILITY	24,109.02-	1,178,248.01
600-000-1805	ACCUM. DEPR. - WATER	.00	.00
610-000-1110	CHECKING - SEWER UTILITY	51,444.17	1,580,323.20
610-000-1805	ACCUM. DEPR. - SEWER	.00	.00
670-000-1110	CHECKING-SOLID WASTE/RECYCLING	330.35	15,102.66
740-000-1110	CHECKING	6,953.60	6,953.60
920-000-1110	CHECKING - ESCROW BANK ACCOUNT	.00	.00
	CHECKING TOTAL	1,176,019.33	6,267,186.85
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 4/2021, FISCAL 10/2021

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

BALANCE SHEET
CALENDAR 4/2021, FISCAL 10/2021

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	1,958.10	2,524,213.76
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	----- 1,958.10	----- 3,243,255.62
600-000-1220	ACCOUNTS RECEIVABLE	.00	.00
610-000-1220	ACCOUNTS RECEIVABLE	.00	.00
	TOTAL	----- .00	----- .00
	TOTAL CASH	=====	=====
		1,177,977.43	11,044,236.46
		=====	=====



City of Polk City, Iowa

City Council Agenda Communication

Date: May 24, 2021 City Council Meeting
To: Mayor Jason Morse & City Council
From: Chelsea Huisman, City Manager
Subject: PFM Engagement Letter

BACKGROUND: On Monday evening, I am requesting that the City Council approve an engagement letter from PFM to act as the City's Financial Advisor for the issuance of our upcoming General Obligation bonds. The City will be issuing bonds for the roundabout, water well project and Bridge Road water loop. We will also be refunding our 2014 General Obligation bonds and refinancing as part of this issuance.

ALTERNATIVES: Do not approve the engagement letter.

FINANCIAL CONSIDERATIONS: \$15,000

RECOMMENDATION: It is my recommendation that the Council approve the engagement letter from PFM, with a do not exceed amount of \$15,000.



April 29, 2021

Ms. Chelsea Huisman
City Manager
City of Polk City
112 3rd Street
Polk City, IA 50226

Dear Chelsea,

The purpose of this letter (this “Engagement Letter”) is to confirm our agreement that PFM Financial Advisors LLC (“PFM”) will act as financial advisor to City of Polk City, Iowa (the “Client”) in connection with the issuance of General Obligation Bonds, Series 2021. PFM will provide, upon request of Client, financial planning and debt issuance development services, as applicable and set forth in Exhibit A to this Engagement Letter. Most tasks requested by Client will not require all services provided for in Exhibit A and as such the specific scope of services for such task shall be limited to just those services required to complete the task.

pfm

801 Grand
Suite 3300
Des Moines, IA 50309
515.243.2600

pfm.com

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

MSRB Rule G-42 requires that municipal advisors make written disclosures to its clients of all material conflicts of interest and certain legal or disciplinary events and certain regulatory requirements. Such disclosures are provided in PFM’s disclosure statement delivered to Client together with this agreement.

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

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

This Engagement Letter shall remain in effect until all related activities associated with this transaction are complete unless canceled in writing by either party upon thirty (30) days written notice to the other party. PFM shall not assign any interest in this Engagement Letter or subcontract any of the work performed under this



Engagement Letter without the prior written consent of Client; provided that upon notice to Client, PFM may assign this Engagement Letter or any interests hereunder to a municipal advisor entity registered with the SEC that directly or indirectly controls, is controlled by, or is under common control with, PFM.

All information, data, reports, and records (“Data”) in the possession of Client or any third party necessary for carrying out any services to be performed under this Engagement Letter shall be furnished to PFM and Client shall, and shall cause its agent(s) to, cooperate with PFM in its conduct of reasonable due diligence in performing the services. To the extent Client requests that PFM provide advice with regard to any recommendation made by a third party, Client will provide to PFM written direction to do so as well as any Data it has received from such third party relating to its recommendation. Client acknowledges and agrees that while PFM is relying on the Data in connection with its provision of the services under this agreement, PFM makes no representation with respect to and shall not be responsible for the accuracy or completeness of such Data.

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

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

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

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

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

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



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

Sincerely,

PFM FINANCIAL ADVISORS LLC

Jon Burmeister
Managing Director



EXHIBIT A **SCOPE OF SERVICES**

Financial planning and debt issue development services (Includes short term financings, bonds, loans, letters of credit and line of credit). Upon the request of Client:

- Analyze financial and economic factors to determine if the issuance of bonds is appropriate.
- Develop a financing plan in concert with Client's staff which would include recommendations as to the timing and number of series of bonds to be issued.
- Assist Client by recommending the best method of sale, either as a negotiated sale, private placement or a public sale. In a public sale, make recommendation as to the determination of the best bid. In the event of a negotiated sale, assist in the solicitation, review and evaluation of any investment banking proposals, and provide advice and information necessary to aid in such selection.
- Advise as to the various financing alternatives available to Client.
- Develop alternatives related to debt transaction including evaluation of revenues available, maturity schedule and cashflow requirements, if necessary.
- If appropriate, develop credit rating presentation and coordinate with Client the overall presentation to rating agencies.
- Assist Client in the procurement of other services relating to debt issuance such as printing, verification agent, escrow agent, paying agent and registrar, etc.
- Identify key bond covenant features and advise as to the financial consequences of provisions to be included in bond resolutions regarding security, creation of reserve funds, flow of funds, redemption provisions, additional parity debt tests, etc.; review and comment on successive drafts of bond resolutions.
- Review the terms, conditions and structure of any proposed debt offering undertaken by Client and provide suggestions, modifications and enhancements where appropriate and necessary to reflect the constraints or current financial policy and fiscal capability.
- Coordinate with Client's staff and other advisors with respect to the furnishing of data for offering documents. PFM will assist Client in the preparation of the offering document, it being specifically understood that PFM is not responsible for the inclusion or omission of any material in published offering documents and that the ultimate responsibility remains with Client.
- Provide regular updates of bond market conditions and advise Client as to the most advantageous timing for issuing its debt.
- Advise Client on the condition of the bond market at the time of sale, including volume, timing considerations, competing offerings, and general economic considerations.
- Arrange for the closing of the transaction.
- Preparation and delivery of bond financing record to Client.



EXHIBIT B
COMPENSATION FOR SERVICES

1. Fixed Rate Transaction Fees

For financial planning and debt issue development services related to the issuance of General Obligation Bonds, Series 2021, PFM will be paid a one-time fee of \$15,000, payable upon closing.

2. Reimbursable Expenses

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



EXHIBIT C
INSURANCE STATEMENT

PFM has a complete insurance program, including property, casualty, general liability, automobile liability and workers compensation. PFM maintains professional liability and fidelity bond coverages which total \$40 million and \$25 million single loss/ \$50 million aggregate, respectively. PFM also carries a \$10 million cyber liability policy.

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

1. Deductibles/SIR:

Automobile \$250 comprehensive & \$250 collision
Cyber Liability \$25,000
General Liability \$0
Professional Liability (E&O) \$1,000,000
Financial Institution Bond \$75,000

2. Insurance Company & AM Best Rating

Professional Liability (E&O)	Endurance American Insurance Company; (A+; XV)
.....	Argonaut Insurance Company; (A+; XIV)
.....	Everest National Insurance Company; (A+; XV)
.....	XL Specialty Insurance Company; (A+; XV)
.....	Continental Casualty Company; (A; XV)
.....	Starr Indemnity & Liability Company; (A; XV)
.....	Federal Insurance Company; (A++; XV)
Financial Institution Bond	Federal Insurance Company; (A++; XV)
.....	Great American Insurance Company; (A+; XV)
.....	U.S. Fire Insurance Company; (A; XV)
Cyber Liability	Greenwich Insurance Company (A+; XV)
.....	Arch Insurance Company; (A+; XV)
General Liability	Great Northern Insurance Company; (A++; XV)
Automobile Liability	Great Northern Insurance Company; (A++; XV)
Excess/Umbrella Liability	Federal Insurance Company; (A++; XV)
Workers Compensation & Employers Liability	Vigilant Insurance Company; (A++; XV)



City of Polk City, Iowa

City Council Agenda Communication

Date: May 24, 2021 City Council Meeting
To: Mayor Jason Morse & City Council
From: Chelsea Huisman, City Manager
Subject: Amendment of Resolution 2021-43

BACKGROUND: At the May 10, 2021 Council meeting, the City Council approved Resolution 2021-43 to apply for the Covid-19 Recreational Trails Program in the amount of \$550,000. Within the resolution was outlined what the City's contribution would be towards the project.

The application was due on May 17, 2021 and with little notice we received an updated cost opinion from the City Engineer, decreasing the cost of the project. The City did apply for the \$550,000 but reduced the City's contribution from \$196,000 to \$162,000. The total estimated project cost is \$712,000.

ALTERNATIVES: Do not approve the amended resolution

FINANCIAL CONSIDERATIONS: None

RECOMMENDATION: It is my recommendation that the Council approve the amended resolution.

RESOLUTION NO. 2021-43 Amended

**A RESOLUTION GIVING AUTHORIZATION TO APPLY FOR THE
COVID-19 RELIEF RECREATIONAL TRAILS PROGRAM**

WHEREAS, the City of Polk City is desirous to apply for funding from the Covid-19 Relief Recreational Trails program in the amount of \$550,000; and

WHEREAS, the City of Polk City has plans to construct a 10' multi-use trail from N. 3rd Street, through the Regional Park Facility and ending at corporate city limits in FY22-23; and

WHEREAS, the City of Polk City has an estimated cost estimate for this project of \$712,000.

WHEREAS, the City of Polk City has committed \$162,000 for FY22-23 towards this trail project utilizing bond proceeds and local option sales tax; and

WHEREAS, the City of Polk City will commit that once the construction project is completed, the City will maintain the multi-use trail for the intended use by the public for a minimum of 20 years; and

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Polk City, Iowa to authorize application to the Covid-19 Relief Recreational Trails program for the proposed multi-use trail from N. 3rd Street to corporate city limits.

PASSED AND APPROVED the 10th day of May 2021.

ACKNOWLEDGEMENT OF AMENDED RESOLUTION the 24th day of May 2021.

Jason Morse, Mayor

Attest:

Jenny Gibbons, City Clerk

RESOLUTION NO. 2021-44

**RESOLUTION SETTING A PUBLIC HEARING ON THE VACATION
OF DRAINAGE EASEMENT AT LOTS 33 & 34
BIG CREEK VALLEY PLAT 1**

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

PART OF THE OVERLAND FLOWAGE EASEMENT BETWEEN LOTS 33 AND 34 OF BIG CREEK VALLEY PLAT 1, AN OFFICIAL PLAT, INCLUDED IN AND A PART OF THE CITY OF POLK CITY, POLK COUNTY, IOWA, TO BE VACATED, IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF LOT 33 BIG CREEK VALLEY PLAT 1;
THENCE ALONG A CURVE CONCAVED NORTHEASTERLY, HAVING A RADIUS OF 748.85 FEET, A
DISTANCE OF 8.00 FEET, SAID CURVE HAS A CHORD BEARING OF S.73°51'27"E., WITH A CHORD
DISTANCE OF 8.00 FEET;

THENCE S.16°26'55"W., A DISTANCE OF 147.19 FEET;

THENCE N.74°05'57"W., A DISTANCE OF 1 THAT 6.00 FEET;

THENCE N.16°26'55"E., A DISTANCE OF 147.34 FEET, TO THE NORTH LINE OF LOT 34, AND THE
BEGINNING OF A CURVE CONCAVED NORTHEASTERLY, HAVING A RADIUS OF 748.85 FEET;

THENCE ALONG SAID CURVE, A DISTANCE OF 8.00 FEET, SAID CURVE HAS A CHORD BEARING
OF S.73°14'44"E., WITH A CHORD DISTANCE OF 8.00 FEET, TO THE POINT OF BEGINNING.
CONTAINING 2355.804 SQ.FT MORE OR LESS.

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Polk
City, Iowa, that a public hearing before this Council on the proposal set forth in the preamble to
this Resolution is set for 6:00 p.m., on the 14 day of June 2021. The City Clerk is directed to
publish the Notice of said hearing at the time and in the manner required by law.

DATED at Polk City, Iowa, this 24 day of May 2021.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk

Roll call vote:

YES

NO

Abstain



Polk City Police Department

309 W Van Dorn St. P.O.Box 381

Polk City, Iowa 50226

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

Service Integrity Respect Quality

To: Honorable Mayor and Council Members

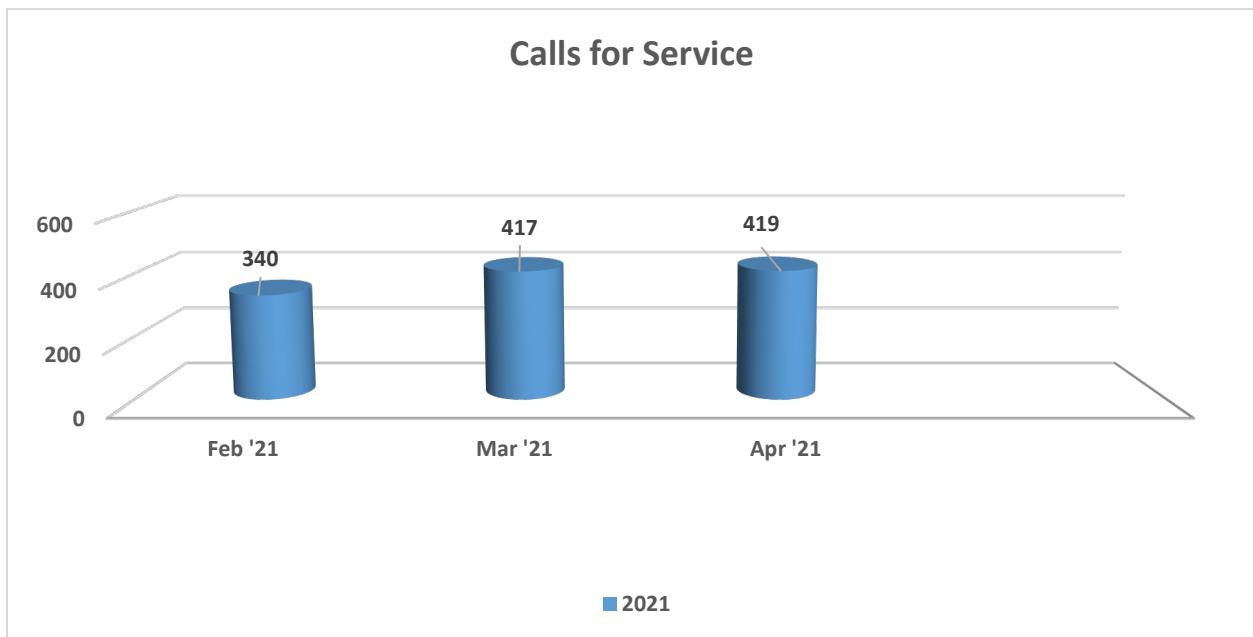
From: Lieutenant Aswegan

Date: May 10th, 2021

Re: April 2021 Monthly Report

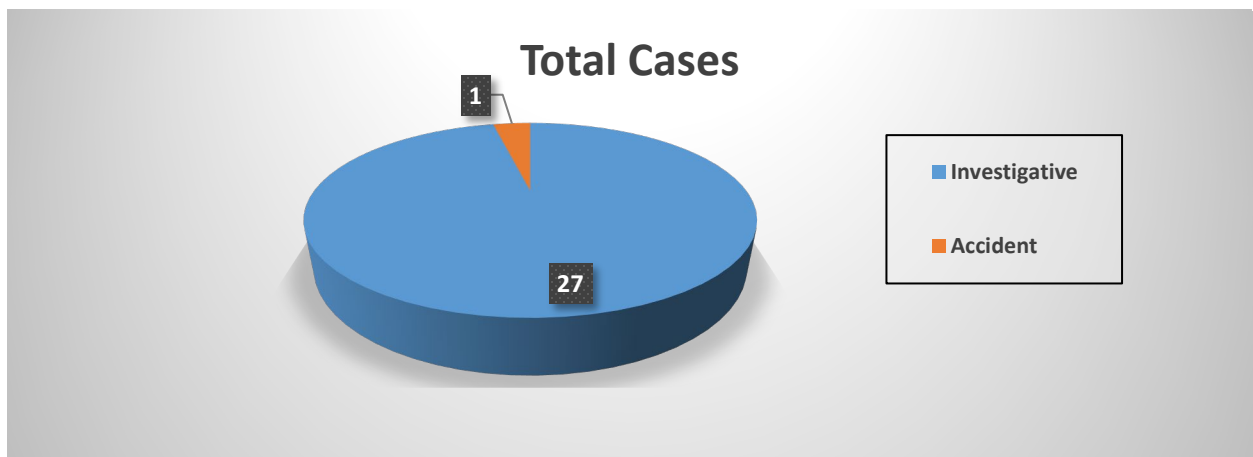
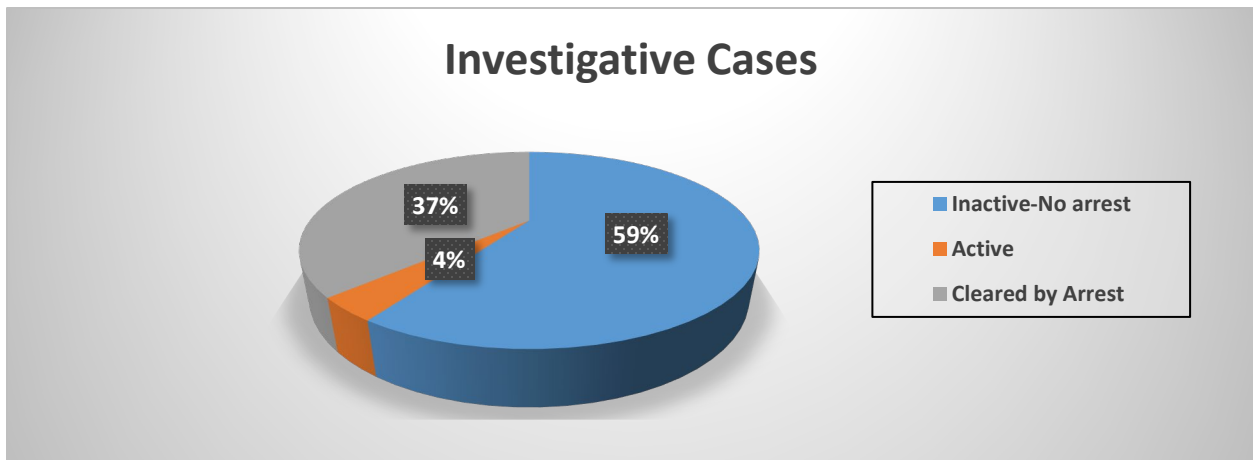
Calls for Service

The total calls for service for the month of April were **419**. 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 **115** traffic stops.



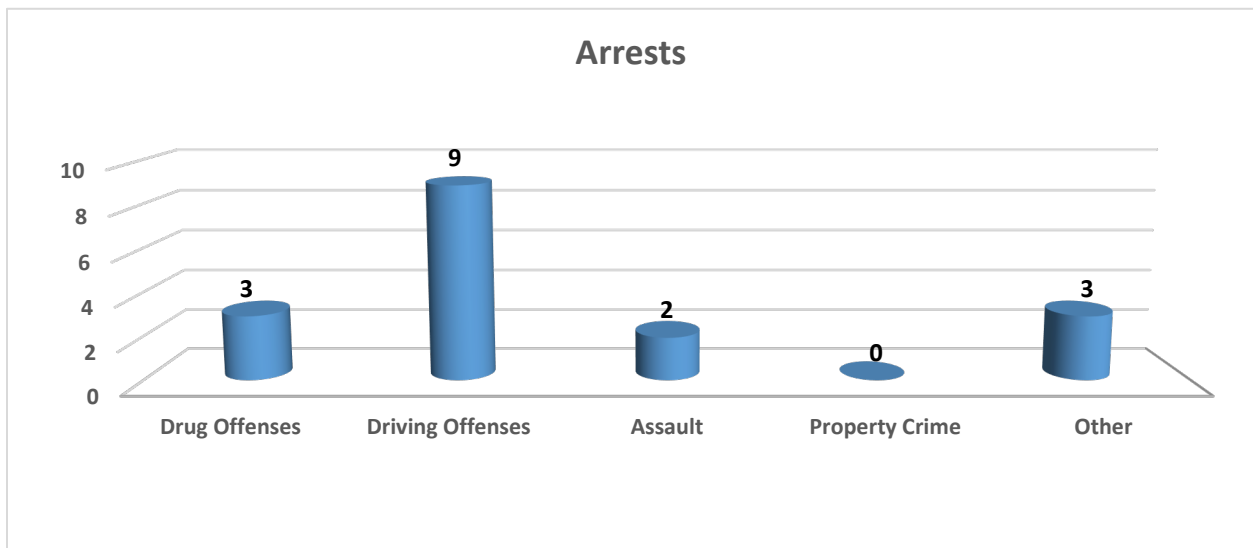
Cases Made

The Police Department had **28** total cases during the month of April. **27** of the cases were investigative incident reports and **1** was a traffic collision. There is **1** active investigation from this month. There was a **37%** rate of cases cleared by arrest, for investigative cases in April.



Arrests Made

The Police Department made **17** arrests and issued **30** citations and **105** warnings. The arrests consisted of **9** driving offenses (including 3 impaired driving arrests and 6 arrests for driving with a suspended, revoked, or barred license), **1** wanted person, **3** drug offenses, **2** Domestic Abuse Assault arrests, **1** arrest for Interference with Official Acts and **1** arrest for a weapons violation.



Notable Incidents

On April 10th at about 7:00 pm, a Polk City Police Officer stopped a vehicle for expired registration. The vehicle was operated by a 33-year-old Des Moines resident. An investigation revealed that she had a barred driver's license. She was also found to have 3 unknown types of controlled substances and some drug paraphernalia in her possession. She was arrested and charged with Driving While License Barred and Possession of Drug Paraphernalia. Additional charges for Possession of Controlled Substance are pending lab results.

On April 12th at about 4:15 pm, a Polk City Police Officer 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. An investigation revealed that the driver and passenger was under the influence of a methamphetamine, opiates, fentanyl, and marijuana. They were found to be in possession of an undetermined type of controlled substance, suspected to be heroin, and hypodermic needles. The driver was found to have a barred driver's license and 2 outstanding warrants for his arrest for violating the conditions of his probation. The driver was charged with Operating While Intoxicated-2nd Offense, Driving While License Barred, Possession of Drug Paraphernalia and Carrying Weapons. The passenger was charged with Possession of Drug Paraphernalia. They were booked into the Polk County Jail. Additional charges for Possession of Controlled Substance are pending lab results.

On April 15th at about 6:30 pm a Polk City Police Officer stopped a vehicle for not displaying license plates. An investigation revealed that the driver, a 34-year-old Des Moines resident, was under the influence of alcohol. His breath alcohol concentration was discovered to be .190%. He was arrested and charged with Operating While Intoxicated-2nd offense.

On April 18th at about 3:00 pm a Polk City Police Officer was dispatched to a reckless driver, who had almost struck other vehicles head-on. The officer located and stopped the vehicle, which was driven by a 31-year-old Des Moines resident. An investigation revealed that his driver's license was barred, and he was intoxicated. The driver became combative with officers on scene and continued being combative with officers at the Polk County Jail. He was charged with Driving While License Barred, OWI-1st Offense and Interference with Official Acts.

Officer Training

Lieutenant Aswegan attended and graduated the Iowa Law Enforcement Academy Open Sight Rifle Instructor Course. This course instructs law enforcement firearms instructors how to instruct officers in the use of modern semi-automatic rifles used for police duty.

In-Service Training

April in-service was focused on our annual Taser re-certification. Officer Wilson is our department's Taser instructor. This tool provides an officer with another option to use to bring a combative person under control and take them into custody with substantially less risk of injury to the officer and suspect alike.

Training Hours: 72

Lamfers	4
Untrauer	4
Aicher	12
Siepkner	4
Wilson	4
Aswegan	40
Delaney	4

Canine Program

Officer Aicher and Eudoris were deployed 4 times in April. All deployments were for narcotics detection.

On April 10th Eudoris was deployed on a vehicle in Polk City resulting in the recovery of 3 types of controlled substances, believed to be psilocybin mushrooms, methamphetamine, and cocaine. The offender was arrested and booked into the Polk County Jail.

On April 12th Eudoris was deployed on a vehicle in Polk City resulting in the recovery of suspected heroin and several hypodermic needles. Two offenders were arrested and booked into the Polk County Jail.

On April 22nd Eudoris was deployed to assist Windsor Heights Police Department. Eudoris alerted to the presence of the odor of narcotics in the vehicle resulting in the recovery of suspected methamphetamine and several items of drug paraphernalia. Windsor Heights Police arrested the offender.

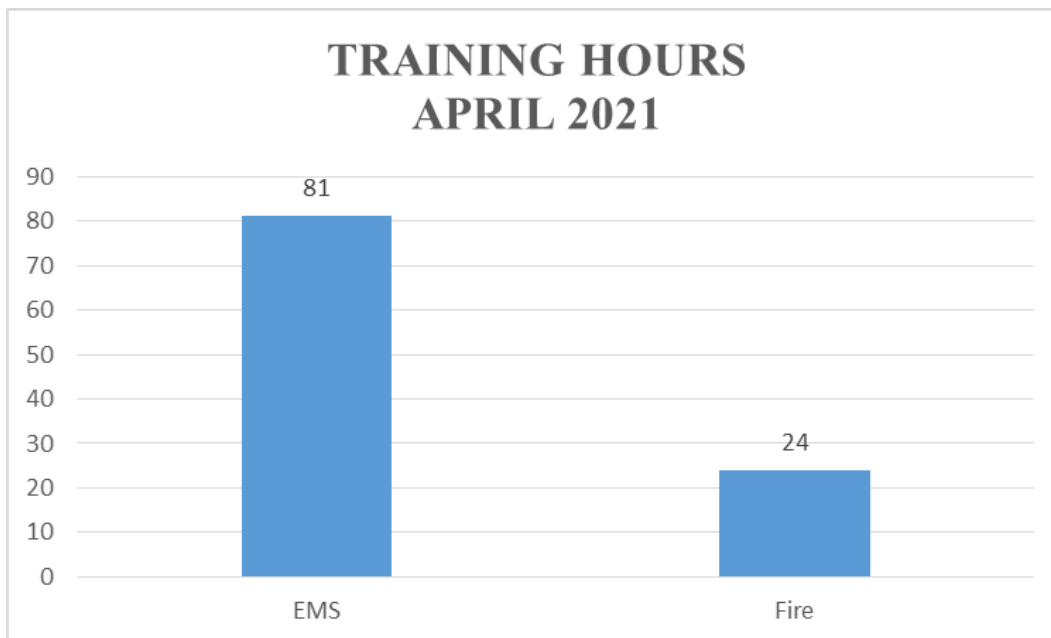


City of Polk City, Iowa City Council Agenda Communication

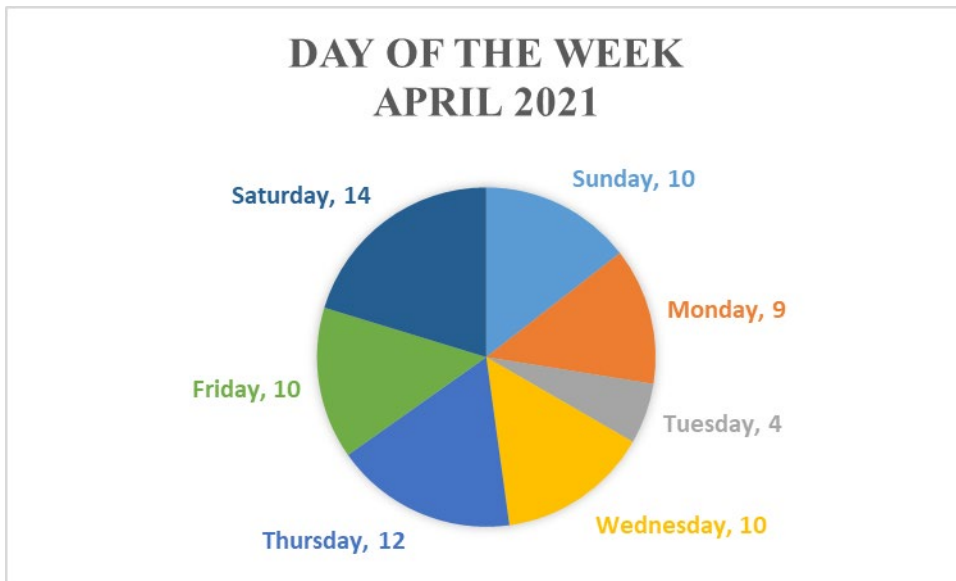
Date: May 24, 2021
To: Mayor & City Council
From: Jim Mitchell – Fire Chief
Subject: April 2021 Monthly Report

BACKGROUND: We not only was busy responding to calls for service this month, but we also dedicated several hours to training and preparing for the State of Iowa Bureau of Emergency and Trauma Services certification inspection. We passed the inspection with flying colors! Special thanks to Captain Hogrefe, Dottie Parsons and Deb Wilkinson.

We conducted 3 of 4 training sessions in person and 1 virtual. All three in person trainings involved hands-on training. We conducted two nights of Emergency Medical Services skills verification. Another hands-on training was deploying ground ladders. The virtual class was ALS and BLS Cardiology.

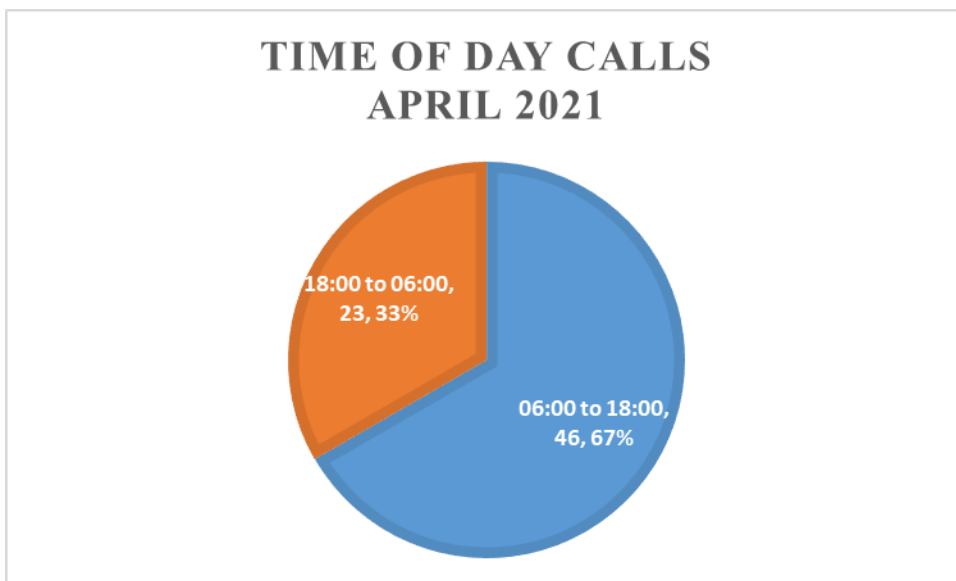


The busiest call volume day, in April, was Saturday at 14 calls per day and Tuesday with the least at 4 each day:

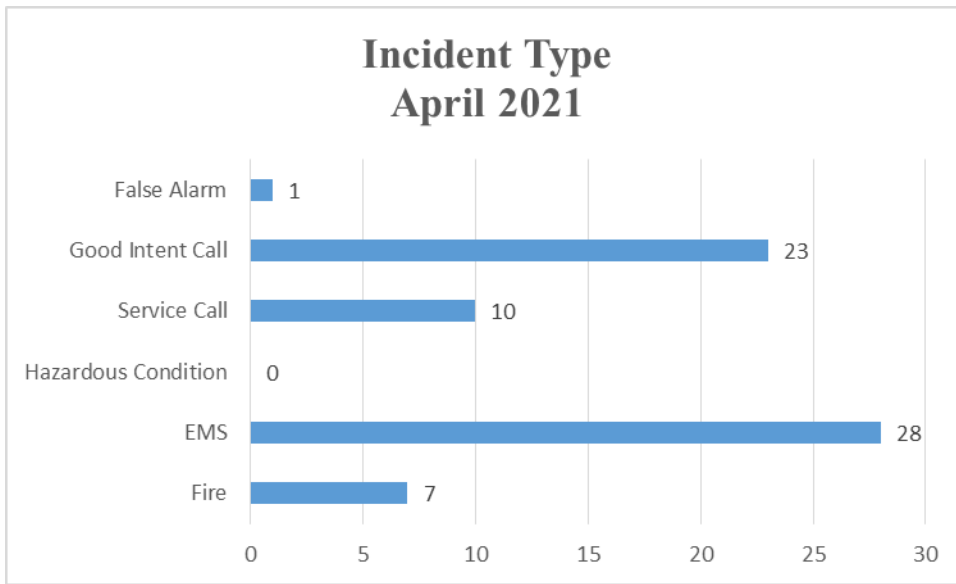


Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	TOTAL
10	9	4	10	12	10	14	69

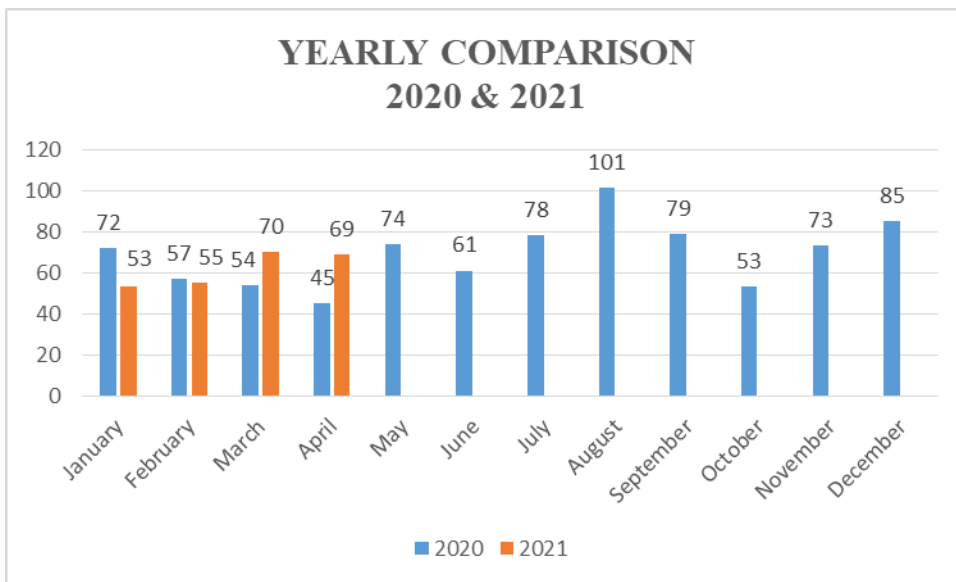
Most of our calls continue to be during the day shift, between 06:00 hours (6:00 AM) and 18:00 hours (6:00 PM):



The “Incident Type” of calls was predominately EMS related with a total of 69 calls for service for April:



This year has proven to be busier than last year-to-date. The number of calls for service seems to be fairly inconsistent with the exception of July through September.



April 2021 provided several more calls for service than 2020. Year-to-date we are 19 calls more than last year.

We continue to recruit candidates for paid-on-call, part-time and full-time positions.



City of Polk City, Iowa

City Council Agenda Communication

Date: May 24, 2021 City Council Meeting
To: Mayor Jason Morse & City Council
From: Jim Mitchell, Fire Chief

Subject: **Prairie Meadows Community Betterment grant application**

BACKGROUND: Prairie Meadows annually accepts applications for Community Betterment grants ranging from \$1,000-\$99,999. We would like to apply for this grant to purchase three (3) new LifePak 15 cardiac monitors/defibrillators. We would like to replace the Life Pak 15 in each ambulance and purchase a third to deploy an ALS non-transport vehicle.

ALTERNATIVES: Do not approve the resolution

FINANCIAL CONSIDERATIONS: The cost for three cardiac monitor/defibrillators is \$111,299.14. We will apply to the foundation for \$85,000, making the city's contribution \$26,299.14. Two of the replacements are funded in the City's CIP for FY22-23, however, we would like to apply to attempt to reduce the City's portion.

RECOMMENDATION: It is my recommendation that the Council approve the resolution to apply for the Prairie Meadows Community Betterment grant.

RESOLUTION NO. 2021-45

**A RESOLUTION GIVING AUTHORIZATION TO APPLY FOR THE
PRAIRIE MEADOWS COMMUNITY BETTERMENT GRANT**

WHEREAS, the City of Polk City is desirous to apply for funding from the Prairie Meadows Community Betterment Grant in the amount of \$85,000 to apply towards the purchase three (3) new LifePak 15 cardiac monitors/defibrillators; and

WHEREAS, the City of Polk City has identified a need for replacing the Life Pak 15 in each ambulance and to add a third LifePak to deploy in an ALS non-transport vehicle with an estimated purchase cost of \$111,299.14; and

WHEREAS, the City's contribution towards the purchase of the three LifePak units would be in the amount of \$26,299.14 for FY22-23; and

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Polk City, Iowa to authorize application to the Prairie Meadows Community Betterment Grant for the proposed purchase of three (3) new LifePak 15 cardiac monitors/defibrillators.

PASSED AND APPROVED the 24th day of May 2021.

Jason Morse, Mayor

Attest:

Jenny Gibbons, City Clerk



City of Polk City, Iowa City Council Agenda Communication

Date: May 24, 2021
To: Mayor & City Council
From: Jim Mitchell – Fire Chief
Subject: Establish Pay Rates

BACKGROUND: We have one employee that has earned a wage increase based on the pay scale approved by Council. We have a new employee, which his employment is pending background check and physical examination, and an increase for a new certification.

ALTERNATIVES: N/A

FINANCIAL CONSIDERATIONS: The following is the adjustment in hourly pay according to the pay scale approved by Council for the 2020-2021 fiscal year:

Theodor (T.J.) Schaffer will be a part-time Firefighter/EMT, Part-time rate of \$15.11 per hour to \$13.73 per hour and paid-on-call rate will remain the same.

Chrissy Bristle has successfully obtained the Emergency Medical Technician certificate and Firefighter I certificate, Part-time rate of \$14.21 per hour to \$13.73 per hour and paid-on-call rate will remain the same.

RECOMMENDATION: To approve the above pay rate based on certifications and experience.



City of Polk City, Iowa

City Council Agenda Communication

Date: May 24, 2021 City Council Meeting
To: Mayor Jason Morse & City Council
From: Chelsea Huisman, City Manager
Subject: Organizational Chart updates

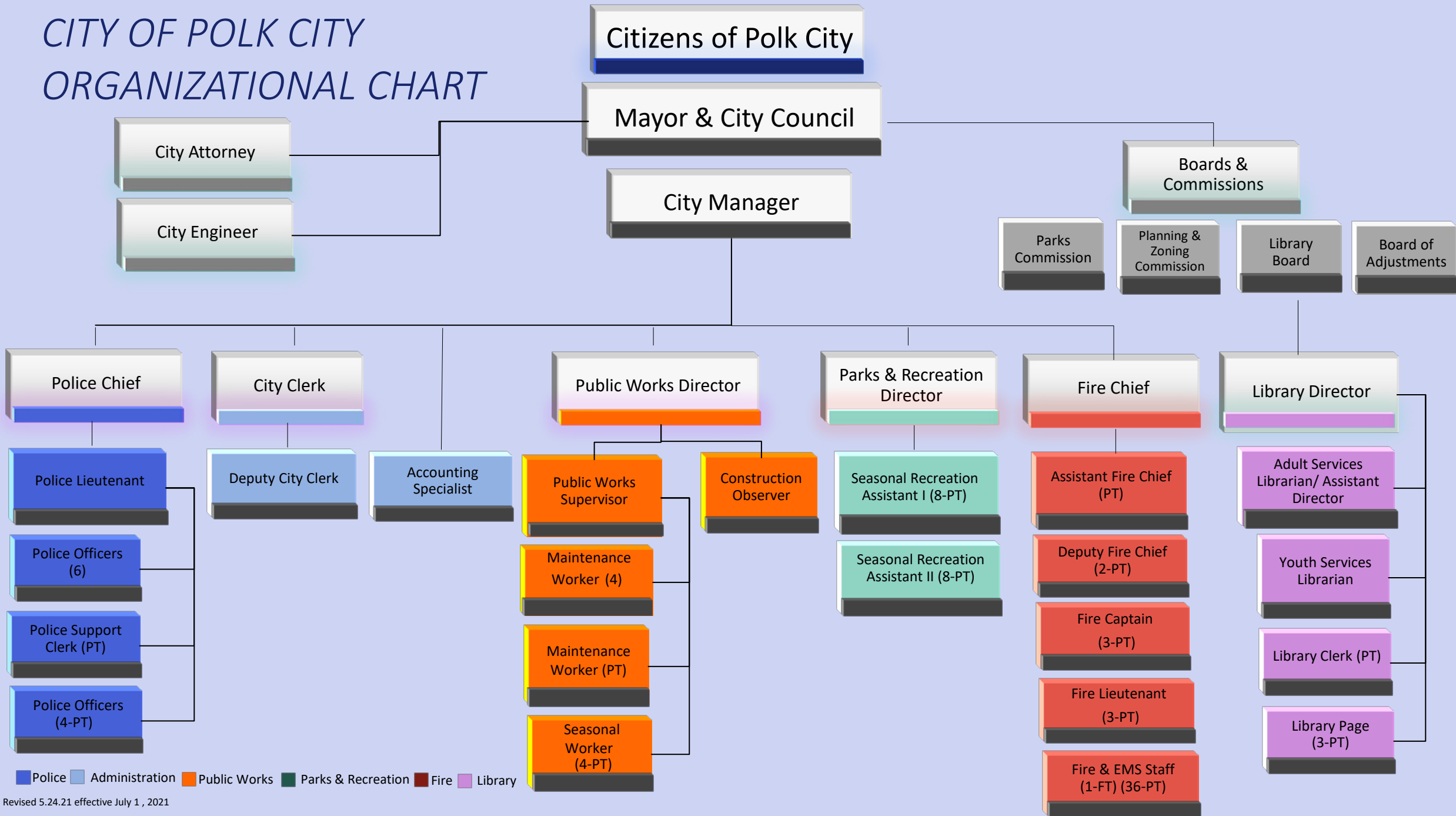
BACKGROUND: For the Council's consideration on Monday is an updated City Organizational Chart. The new chart has the addition of the new police officer and full-time firefighter/paramedic. The organizational chart should be updated anytime the City adds additional staff.

ALTERNATIVES: Do not approve the organizational chart.

FINANCIAL CONSIDERATIONS: None

RECOMMENDATION: It is my recommendation that the Council approve the updated organizational chart.

CITY OF POLK CITY ORGANIZATIONAL CHART



RESOLUTION NO. 2021-46

**A RESOLUTION APPROVING AN AGREEMENT ON SIDEWALK
EXPENSES WITH JAMES AND KATHRYN OLTMANN**

WHEREAS, the property owners of Lot 4 & Outlot Z in Deer Haven Plat 3 have applied for a building permit for 601 E Broadway; and

WHEREAS, City Code requires construction of a public sidewalk be installed at the same time as the commercial structure; and

WHEREAS, the parties acknowledge the City's plan to install a trail in the location of said sidewalk, and therefor are willing to have the Property Owner contribute 40% of the cost of the Improvements in lieu of sidewalk installation of the eastern portion of sidewalk from the driveway to the eastern property line; and

WHEREAS, the City of Polk City is willing to enter into an agreement with the property owners for sidewalk expenses under the terms contained in the Agreement attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Polk City, Iowa, that the Agreement on Sidewalk Expenses attached hereto as Exhibit "A" is approved and the Mayor is hereby authorized to execute the same on behalf of the City of Polk City.

PASSED AND APPROVED this 24th day of May 2021.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk

WHEN RECORDED RETURN TO:

Amy S. Beattie
6701 Westown Parkway, Suite 100
West Des Moines, Iowa 50266

Preparer Information: Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, Iowa 50266 (515) 274-1450
SPACE ABOVE THIS LINE FOR RECORDER

AGREEMENT ON SIDEWALK EXPENSES

This Agreement is made on or as of the ___ day of _____ 2021 by and between the City of Polk City, Iowa, (hereinafter called "City") and James and Kathryn Oltmann (hereinafter called "Property Owner").

Now, therefore, in consideration of the premises and the mutual obligations of the parties hereto, each them does hereby covenant and agree with the other as follows:

Article I. Installation of Sidewalk

Section 1.01. Duty to Install Sidewalk. Property Owner acknowledges its responsibility to install a public sidewalk along E Broadway across the entire street frontage of the Property Owner's property (hereinafter called "Property") which is described as follows:

Lot 4 & OUTLOT Z in Deer Haven Plat 3, an Official Plat in Polk City, Polk County, Iowa

in compliance with the Municipal Code of the City of Polk City, Iowa. Said public sidewalk improvements include a four (4) foot wide, four (4) inch thick PCC sidewalk along the Property's entire frontage, including associated grading, culverts if required for proper drainage, seeding, and surface restoration ("Improvements"). The parties acknowledge the City's plan to install a trail in the location and therefore, are willing to have the Property Owner contribute 40% of the cost of the Improvements in lieu of installation of the eastern portion of sidewalk from the driveway to the eastern property line by the Property Owner.

Article II. Payment of Costs

Section 2.01. Payment Date. Property Owner shall pay for the Improvements within thirty (30) days of written notification from the City, which notification shall be sent after the City's acceptance of the Improvements.

Article III. Miscellaneous

Section 3.01. Binding Upon Successors in Interest. It is intended that this Agreement shall run with the land and that it shall, in any event and without regard to technical classifications or designations, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding for the benefit and in favor of, and enforceable by the City against Property Owner, its successors and assigns.

Section 3.02. Failure of Property Owner to Perform. In the event that Property Owner fails to comply with any of the terms of this Agreement, the City may take such other action the City deems necessary and appropriate, including but not limited to assessment of the costs of the public sidewalk installation against the Property. In such event, the City shall be entitled to the reimbursement for all costs, fees and award amounts, if any, incurred by the City resulting from the Property Owner's failure to comply with this Agreement. In the event that said reimbursement is not paid within thirty (30) days of the City's request for payment the City shall be entitled to assess the Property for the amount paid by it, or to pursue any other remedies, whether in law or in equity, available to it.

Section 3.03. Interpretation of Contract. This Agreement shall be construed in accordance with the laws of the State of Iowa.

Section 3.04. Notices. A notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested; delivered personally; or sent by overnight courier service.

Section 3.05. Counterparts. This Agreement is executed in two counterparts, each of which shall constitute one and the same instrument. A copy of the Agreement, including all Exhibits, shall be maintained in the office of the City Clerk of the City.

In Witness Whereof, the parties have caused this Agreement to be duly executed on or as of the date first above written.

City of Polk City, Iowa

ATTEST:

By: _____
Jason Morse, Mayor

By: _____
Jenny Gibbons, City Clerk

STATE OF IOWA, POLK COUNTY, ss:

On this ____ day of _____, 2021, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jason Morse and Jenny Gibbons, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Polk City, Iowa; that the seal affixed to the foregoing instrument to which this is attached is the corporate seal of the City; that the instrument was signed and sealed on behalf of the City by authority of its City Council, as contained in Ordinance Resolution No. _____ passed by resolution of the City Council under Roll Call No. _____ of the City Council on the ____ day of _____, 2021; and that Jason Morse and Jenny Gibbons, as such officers, acknowledged the execution of the instrument to be the voluntary act and deed of the City, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

By: James Oltmann
James Oltmann

By: Kathryn Oltmann
Kathryn Oltmann

STATE OF IOWA, COUNTY OF POLK, ss:

On the 4th day of May, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared James Oltmann and Kathryn Oltmann to me personally known to be the person named in and who executed the foregoing instrument to which is attached; and acknowledged that James Oltmann and Kathryn Oltmann executed the instrument as a voluntary act and deed.

Kristine L Flater
Notary Public in and for the State of Iowa



RESOLUTION NO. 2021-47

**A RESOLUTION SETTING A PUBLIC HEARING ON THE PETITION TO
AMEND ZONING RESTRICTIONS ON PROPERTY LOCATED IN
CROSSROADS AT THE LAKE PLAT 2**

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 on June 14, 2021 at 6:00 p.m. in the City Hall Council Chambers, Polk City, Iowa, and telephone conferencing on the proposal to amend zoning restrictions on portions of Lot 39 and Outlot Z of Crossroads at the Lakes Plat 2 to include grocery stores as a permitted use and legally described as:

Legal Description for the Restricted Commercial Area including the adjacent Public Road right of way for the area currently zoned to C-2(R):

A parcel of land located in Lot 39 and Outlot Z in Crossroads at the Lakes Plat 2, an official plat in the City of Polk City, Polk County, Iowa, lying East of the centerline of South 3rd Street/Iowa Highway No. 415 as presently established, more particularly described as follows:

Commencing at the SW Corner of said Section 1; thence N00°21'28"W, 664.44 ft. with the West line of the SW ¼ of said Section 1 to the South line of Outlot Z of Crossroads at the Lakes Plat 2 extended and being the SW Corner of the North ½ of the SW1/4 of the SW ¼, said Section 1 and POINT OF BEGINNING; Thence continuing N00°21'28"W, 249.66 ft. with the said Roadway Centerline and said Section Line to a point; Thence N89°19'06"E, 328.06 ft. to a point; Thence S00°41'14"E, 250.00 ft. to the North Line of Pine Ridge Estates, an Official Plat; Thence S89°19'06"W, 329.50 ft. with the North Line of Pine Ridge Estates to the POINT OF BEGINNING, containing 1.882 acres.

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

DATED this 24th day of May 2021.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk

RESOLUTION NO. 2021-48

A RESOLUTION SETTING A PUBLIC HEARING ON AMENDING THE 2016 POLK CITY COMPREHENSIVE PLAN IN THE VICINITY OF AND INCLUDING 117 E. BROADWAY STREET BY UPDATING THE FUTURE LAND USE MAP

WHEREAS, First Choice Renovations have submitted a request to amend the Comprehensive Plan for two properties along the northeast side of E. Broadway Street in Polk City, Iowa; including 117 E. Broadway and the abutting parcel on the southeast side of said property; by revising the Future Land Use Plan and land use designation from Commercial use to Low Density Residential use; and

WHEREAS, on May 17, 2021, the Planning & Zoning Commission recommended City Council approval of the requested amendment to Polk City's Comprehensive Plan's Future Land Use Plan; and

NOW, THEREFORE, 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 on June 14, 2021 at 6:00 p.m. in the City Hall Council Chambers, Polk City, Iowa, and telephone conferencing on amending the Polk City Comprehensive Plan for an area on the northeast side of E. Broadway that includes 117 E. Broadway and the abutting parcel on the southeast side of said property; by revising the Future Land Use Plan and land use designations from Commercial use to Low Density Residential use.

BE IT FURTHER RESOLVED, the City Council authorizes the City Clerk to publish notice of such hearing at the time and in the manner required by the law.

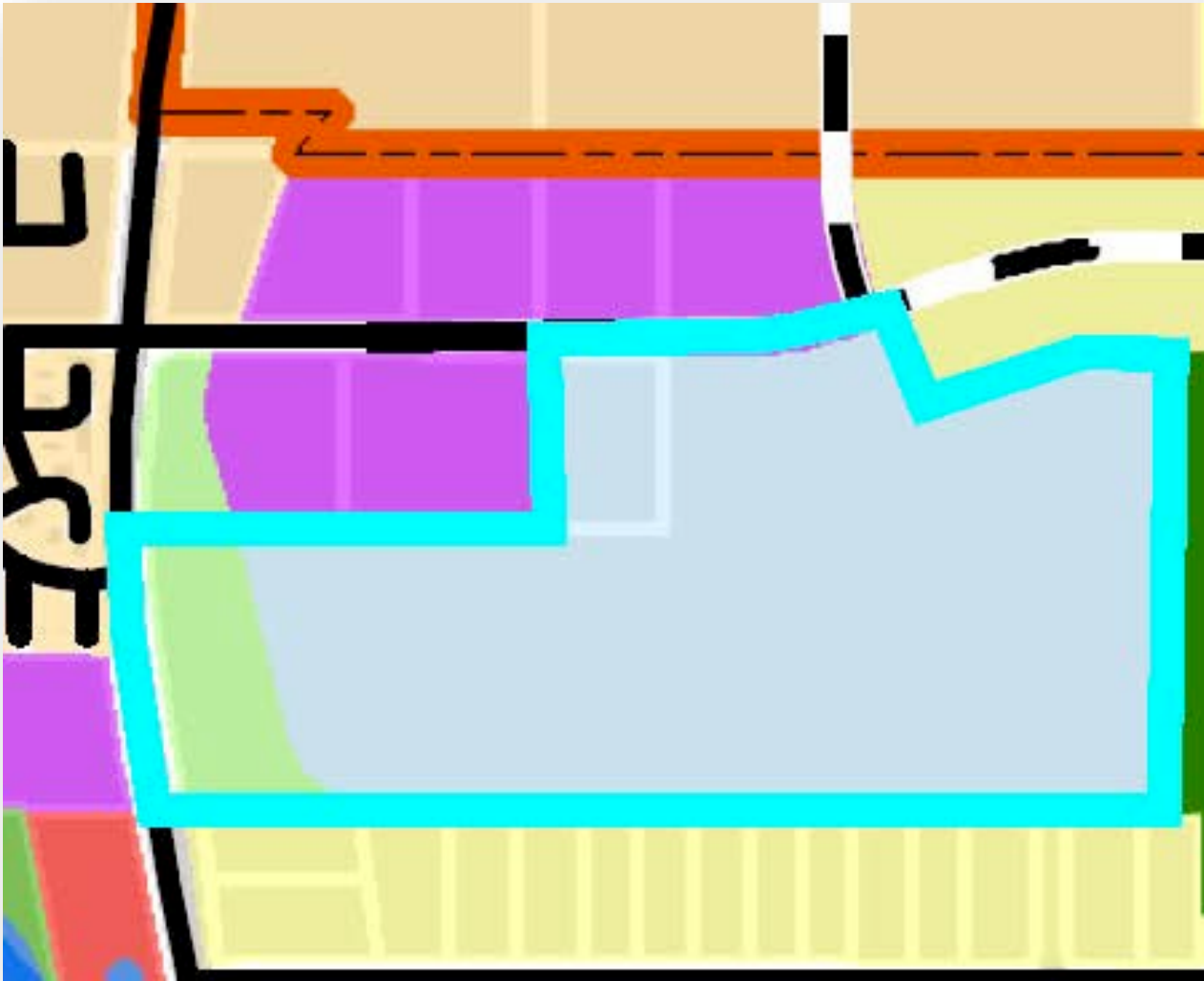
Passed and Approved this 24th day of May 2021.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk

EXHIBIT 'A'



RESOLUTION NO. 2021-49

A RESOLUTION SETTING A PUBLIC HEARING ON THE PROPOSED REZONING FOR PROPERTY LOCATED AT 117 E. BROADWAY ST., POLK CITY, IOWA FROM C-1 TO PUD

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 June 14, 2021 at 6:00 p.m. in the City Hall Council Chambers, Polk City, Iowa, and telephone conferencing on the proposal to rezone property located at 117 E. Broadway St, Polk City, Iowa and legally described as follows:

Rezoning a parcel from zoning classification of C-1 Central Business District to PUD Planned Unit Development District, and legally described as follows:

A PARCEL OF LAND IN POLK CITY, POLK COUNTY, IOWA GENERALLY DESCRIBED AS:

THE SOUTH 132.00 FEET OF THE EAST 8.00 FEET LOT 2 AND THE SOUTH 132.00 FEET OF LOT 1, ALL IN BLOCK 1, BEEBES ADDITION TO POLK CITY, AN OFFICIAL PLAT, POLK CITY, POLK COUNTY, IOWA

AND

THE WEST 66.00 FEET OF THE SOUTH 132.00 FEET OF LOT 7 OF THE O.P. OF THE NORTHWEST FRACTIONAL 1/4, AND THE NORTH 1/2 OF SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 80 NORTH RANGE 25 WEST OF THE 5TH P.M., POLK CITY, POLK COUNTY, IOWA

AND

THE NORTHERLY ½ R.O.W. OF EAST BROADWAY, AS ITS PRESENTLY ESTABLISHED, LYING SOUTHWESTERLY OF AND ADJACENT TO THE PREVIOUSLY DESCRIBED PROPERTY.

SAID TRACT OF LAND SUBJECT TO ALL EASEMENTS OF RECORD.

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 May 2021.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk

May 20, 2021

Honorable Mayor and City Council
City of Polk City
112 3rd Street
Polk City, Iowa 50226

RE: CREEKVIEW ESTATES PLAT 2
APPROVAL OF CONSTRUCTION DRAWINGS

Dear Honorable Mayor and City Council:

On behalf of North Polk Development, Civil Design Advantage has submitted construction drawings for the above referenced plat. These plans represent the second phase of this subdivision, and include 15 single-family lots. The plans cover the construction of Meadows Court and Wolf Creek Drive, along with the associated sanitary sewers, storm sewers, water main and services.

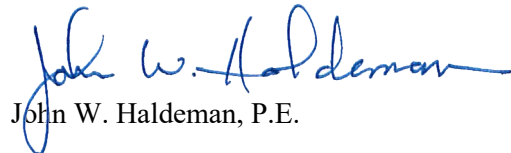
The construction drawings and Storm Water Management Plan appear to be in general conformance to the Subdivision Regulations and SUDAS. Civil Design Advantage remains solely responsible for the design and ensuring it is fully compliant with all applicable code and permit requirements. Civil Design Advantage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

Civil Design Advantage has submitted a written request of deviation from the approved Preliminary Plat for the longitudinal slopes of both streets. The Preliminary Plat had longitudinal grades of 3.98% and 4.10% while the construction drawings show these longitudinal slopes at 6.00%. This deviation from the Preliminary Plat is compliant with the SUDAS Acceptable design criteria, and meets the requirements of the subdivision ordinance at the time of Preliminary Plat approval. The current subdivision regulations, effective January 1, 2021 for new preliminary plats, requires the Preferred SUDAS criteria, which is a 5% maximum longitudinal grade for local streets.

We recommend approval of the construction drawings for Creekview Estates Plat 2. It shall be the developer's responsibility to obtain approval for all necessary permits prior to the start of applicable construction items. These permits include, but are not limited to the Iowa DNR permits for water main and sanitary sewer construction, and the NPDES Storm Water Discharge permit.

Respectfully submitted,

SNYDER & ASSOCIATES, INC.



John W. Haldeman, P.E.

CC: Chelsea Huisman, City of Polk City
Mike Schulte, City of Polk City
Bruce Gates, North Polk Development

RESOLUTION NO. 2021-50

A RESOLUTION APPROVING THE CONSTRUCTION DRAWINGS FOR PUBLIC IMPROVEMENTS FOR CREEKVIEW ESTATES PLAT 2

WHEREAS, Civil Design Advantage, on behalf of North Polk Development, LLC., has submitted the Construction Drawings for Public Improvements associated with Creekview Estates Plat 2, including but not limited to grading, street paving, assessable sidewalk ramps along with associated storm sewers, sanitary sewers, water main and services; and

WHEREAS, said Construction Drawings appear to be in general conformance with Polk City's Subdivision Regulations and SUDAS but CDA has submitted a written request of deviation from the approved Preliminary Plat for Creekview Estates for the longitudinal slopes of both streets; and

WHEREAS, it shall be the Developer's responsibility to obtain approval for all necessary permits including the Iowa DNR permits for water main and sanitary sewer construction, and the NPDES Storm Water Discharge permit; and

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

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

WHEREAS, the City Engineer has reviewed said Construction Drawings for Public Improvements and recommended approval of same.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa hereby accepts the recommendations of the City Engineer and do hereby approve the Construction Drawings for Public Improvements for Creekview Estates Plat 2.

PASSED AND APPROVED the 24th day June 2021.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk

CONSTRUCTION DRAWINGS FOR: CREEKVIEW ESTATES - PLAT 2

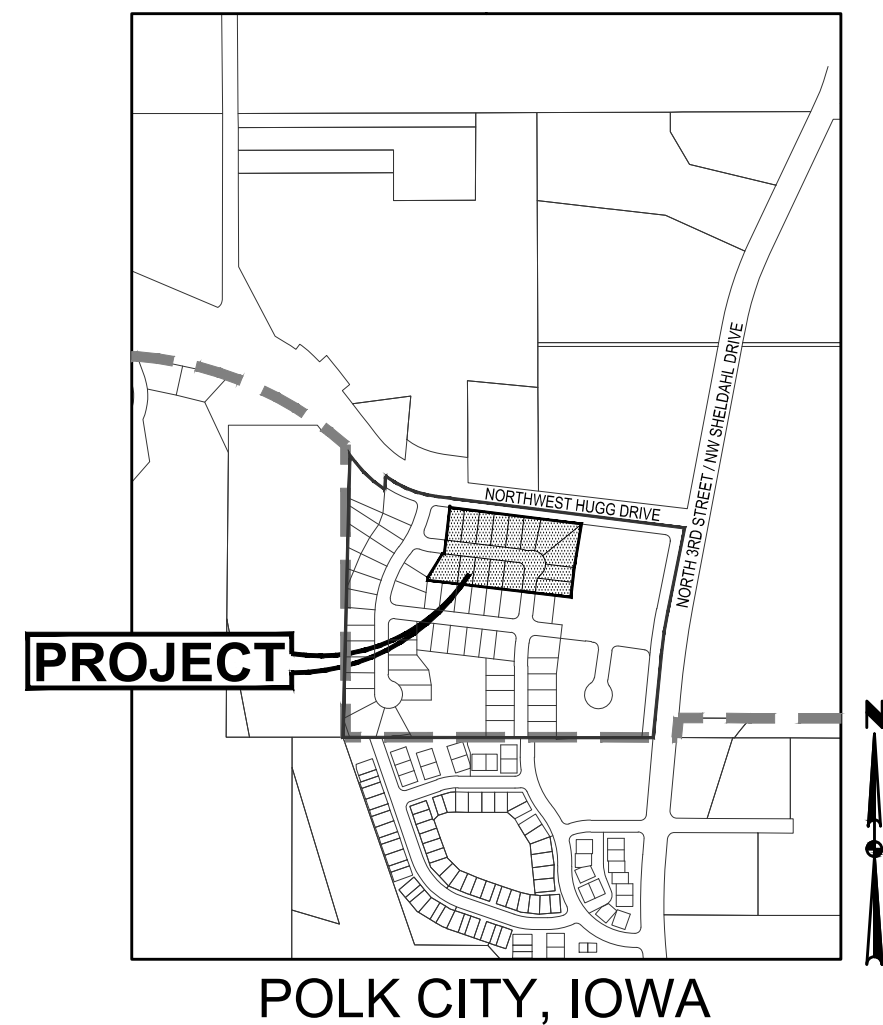
POLK CITY, IOWA INDEX OF SHEETS

NO.	DESCRIPTION
1	COVER SHEET
2	HYDRANT COVERAGE PLAN
3	TYPICAL SECTION AND DETAILS
4	QUANTITIES AND REFERENCE NOTES
5	TYPICAL POLK CITY CONSTRUCTION NOTES
6	GRADING PLAN
7	EROSION AND SEDIMENT CONTROL PLAN
8-9	ROADWAY, STORM AND SANITARY SEWER PLAN AND PROFILE
10-11	WATERMAIN PLAN AND PROFILE
12-13	INTERSECTION DETAILS

GENERAL LEGEND

PROPOSED	EXISTING
PROJECT BOUNDARY	SANITARY MANHOLE
LOT LINE	WATER VALVE BOX
SECTION LINE	FIRE HYDRANT
CENTER LINE	WATER CURB STOP
RIGHT OF WAY	WELL
PERMANENT EASEMENT	STORM SEWER MANHOLE
TEMPORARY EASEMENT	STORM SEWER SINGLE INTAKE
TYPE SW-501 STORM INTAKE	STORM SEWER DOUBLE INTAKE
TYPE SW-503 STORM INTAKE	FLARED END SECTION
TYPE SW-505 STORM INTAKE	ROOF DRAIN/ DOWNSPOUT
TYPE SW-506 STORM INTAKE	DECIDUOUS TREE
TYPE SW-513 STORM INTAKE	CONIFEROUS TREE
TYPE SW-401 STORM MANHOLE	CONIFEROUS SHRUB
TYPE SW-402 STORM MANHOLE	CONIFEROUS SHRUB
TYPE SW-301 SANITARY MANHOLE	ELECTRIC POWER POLE
STORM/SANITARY CLEANOUT	GUY ANCHOR
WATER VALVE	STREET LIGHT
FIRE HYDRANT ASSEMBLY	POWER POLE W/ TRANSFORMER
DETECTABLE WARNING PANEL SIGN	UTILITY POLE W/ LIGHT
STORM SEWER STRUCTURE NO.	ELECTRIC BOX
STORM SEWER PIPE NO.	ELECTRIC TRANSFORMER
SANITARY SEWER STRUCTURE NO.	ELECTRIC MANHOLE OR VAULT
SANITARY SEWER PIPE NO.	TRAFFIC SIGN
SANITARY SEWER WITH SIZE	TELEPHONE JUNCTION BOX
SANITARY SERVICE	TELEPHONE MANHOLE/VAULT
STORM SEWER	TELEPHONE POLE
STORM SERVICE	GAS VALVE BOX
WATERMAIN WITH SIZE	CABLE TV JUNCTION BOX
WATER SERVICE	CABLE TV MANHOLE/VAULT
SAWCUT (FULL DEPTH)	MAIL BOX
SILT FENCE	BENCHMARK
USE AS CONSTRUCTED	SOIL BORING
FINISH GRADE AT HYDRANT	UNDERGROUND TV CABLE
MINIMUM OPENING ELEVATION	GAS MAIN
TOP OF GROUND	FIBER OPTIC
	UNDERGROUND TELEPHONE
	OVERHEAD ELECTRIC
	UNDERGROUND ELECTRIC
	FIELD TILE
	SANITARY SEWER W/ SIZE
	STORM SEWER W/ SIZE
	WATER MAIN W/ SIZE

VICINITY MAP NOT TO SCALE



OWNER / APPLICANT

NORTH POLK DEVELOPMENT
CONTACT: BRUCE GATES
2280 WOODLANDS PARKWAY
CLIVE, IA 50325

ENGINEER

CIVIL DESIGN ADVANTAGE
3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
CONTACT: JOSH TRYGSTAD
PH. (515) 369-4400
FX. (515) 369-4410

SURVEYOR

CIVIL DESIGN ADVANTAGE, LLC
CONTACT: MIKE BROONER
3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH. (515) 369-4400
FX. (515) 369-4410

DATE OF SURVEY

JUNE 6, 2019

BENCHMARKS

- CUT 'X' AT INTERSECTION OF WOLF CREEK DRIVE CENTERLINE AND NORTHERN TRACE DRIVE CENTERLINE AT SOUTHEAST CORNER OF SITE. ELEVATION = 862.26
- CUT 'X' AT INTERSECTION OF WEST TRACE DRIVE CENTERLINE AND NORTHERN TRACE DRIVE CENTERLINE. ELEVATION = 863.86

SUBMITTAL DATES

FIRST SUBMITTAL	02/12/2021
SECOND SUBMITTAL	03/23/2021
THIRD SUBMITTAL	05/11/2021
SIGNED SUBMITTAL	05/19/2021

LEGAL DESCRIPTION

OUTLOT 'Q', CREEKVIEW ESTATES PLAT 1, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA CONTAINING 4.46 ACRES (194,453 SQUARE FEET).

CONSTRUCTION SCHEDULE

PLAT 2: 2021

ZONING

EXISTING: R-2

UTILITY WARNING

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

CIVIL DESIGN ADVANTAGE
3405 SE CROSSROADS DR. SUITE G, GRIMES, IOWA 50111
PH: (515) 369-4400 Fax: (515) 369-4410
PROJECT NO. 2101.048

IOWA ONE CALL
1-800-292-8989
www.iowaonecall.com

REFER TO TERRACON GEOTECHNICAL ENGINEERING REPORT NO. 08195216 FOR GEOTECHNICAL REQUIREMENTS.

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

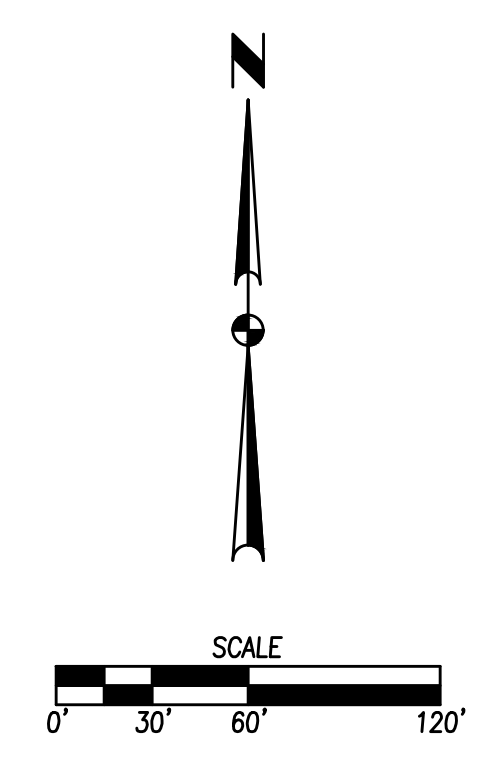
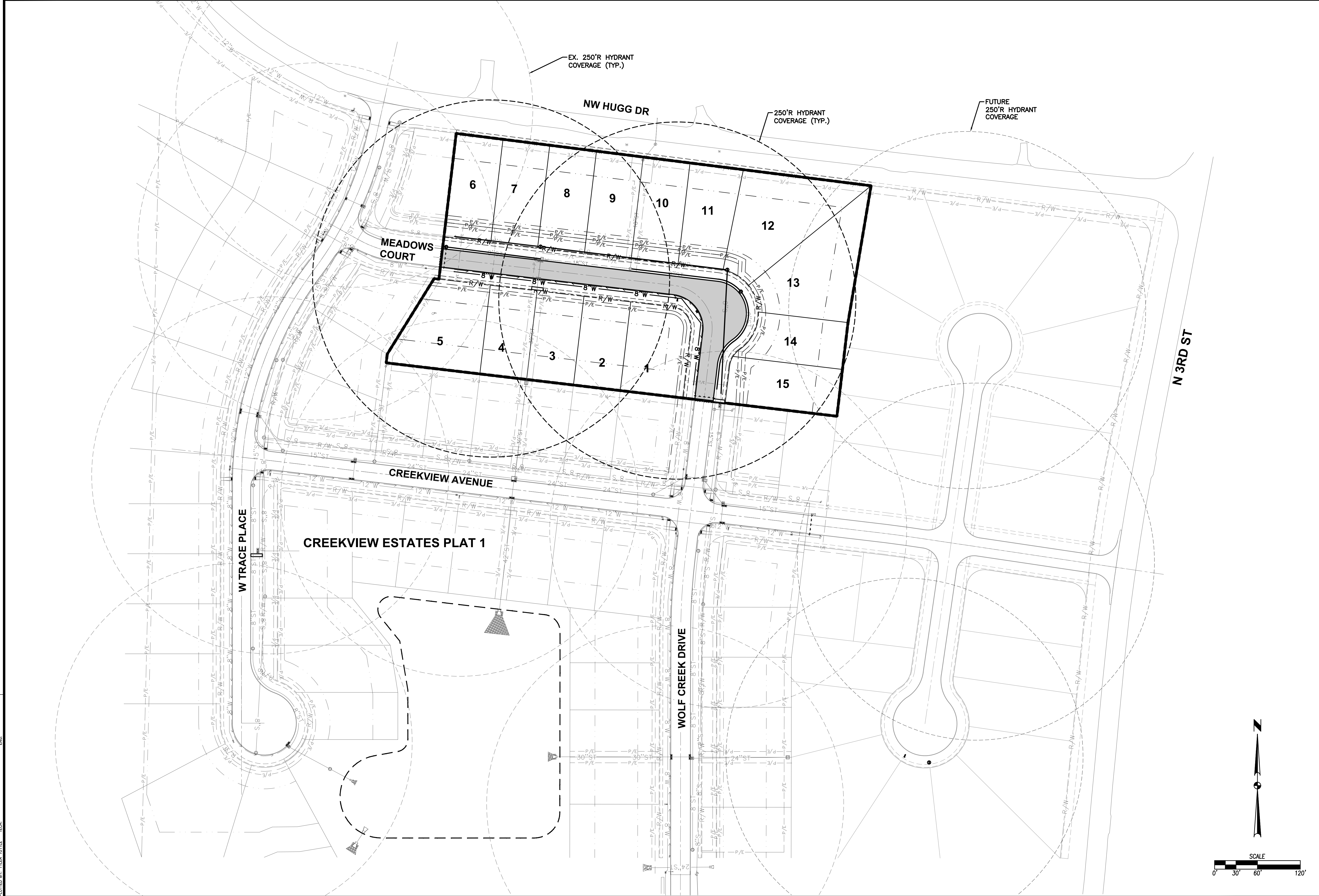
ALL CONSTRUCTION MATERIALS, DUMPSTERS, DETACHED TRAILERS OR SIMILAR ITEMS ARE PROHIBITED ON PUBLIC STREETS OR WITHIN THE PUBLIC R.O.W.

THE 2021 EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTAL SPECIFICATIONS SHALL APPLY TO ALL WORK ON THIS PROJECT EXCEPT AS MODIFIED HEREIN.

AT THE TIME OF FINAL PLATTING, THE CREEKVIEW ESTATES HOMEOWNERS ASSOCIATION WILL BE AMENDED TO INCORPORATE LOTS 1-15 OF CREEKVIEW ESTATES PLAT 2.

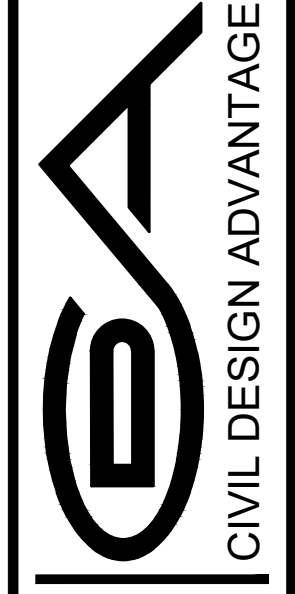
	I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.
	5/19/2021
	JOSHUA A. TRYGSTAD, P.E. DATE
	LICENSE NUMBER 19228 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022 PAGES OR SHEETS COVERED BY THIS SEAL: SHEETS 1-13

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 COMMENT: EXC.



REVISIONS	DATE
SIGNED SUBMITTAL	05/19/21
THIRD SUBMITTAL	05/11/21
SECOND SUBMITTAL	03/23/21
FIRST SUBMITTAL	02/12/21

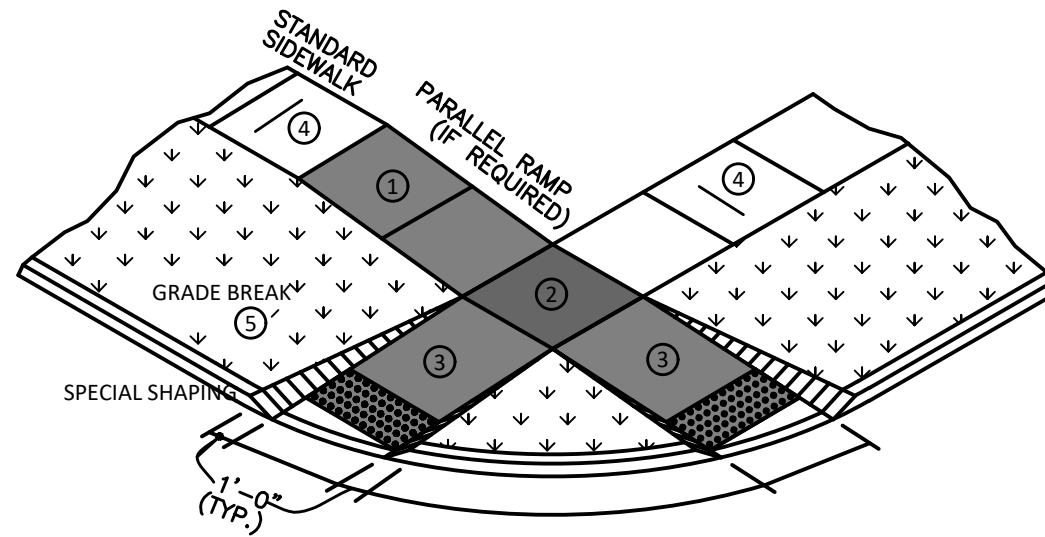
3405 S.E. CROSSROADS DRIVE, SUITE G
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 PHONE: (515) 369-4400 FAX: (515) 369-4410
 ENGINEER: JAT
 TECH: TDT



POLK CITY, IOWA

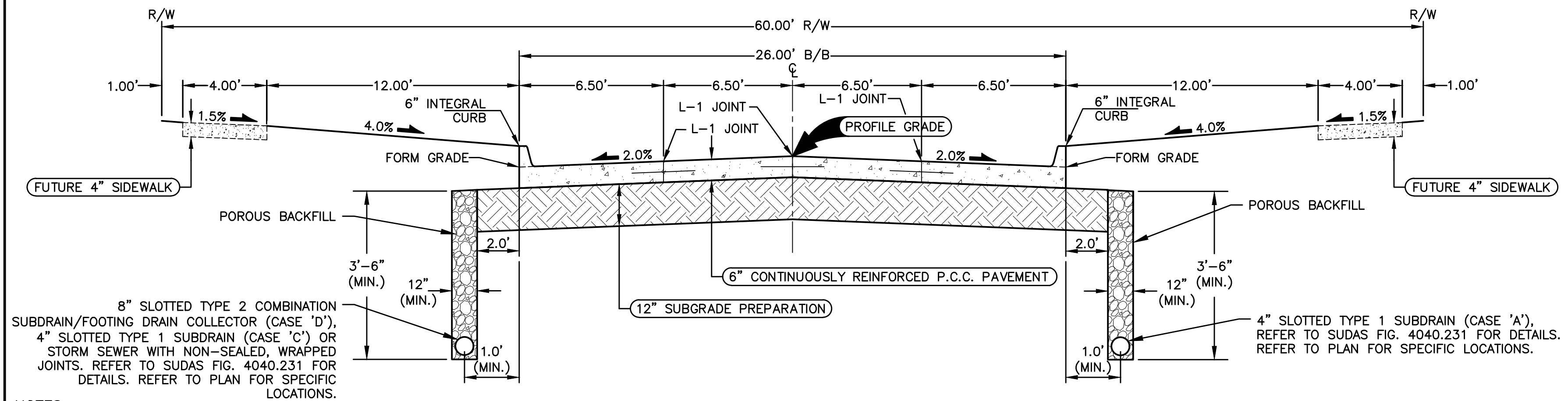
CREEKVIEW ESTATES - PLAT 2
HYDRANT COVERAGE PLAN

1. PARALLEL CURB RAMP: IF NORMAL SIDEWALK ELEVATION CANNOT BE ACHIEVED WITH THE PERPENDICULAR RAMP BETWEEN THE STREET AND LANDING DUE TO LIMITED RAMP LENGTH, PROVIDE A PARALLEL RAMP TO MAKE UP THE ELEVATION DIFFERENCE BETWEEN THE LANDING AND THE STANDARD SIDEWALK. THE LENGTH OF THE PARALLEL RAMP IS NOT REQUIRED TO EXCEED 15 FEET, REGARDLESS OF THE RESULTING SLOPE. DO NOT EXCEED 8.3% SLOPE FOR PARALLEL RAMP SHORTER THAN 15 FEET.
2. TURNING SPACE: TARGET SLOPE OF 1.5% WITH MAXIMUM SLOPE PERPENDICULAR TO THE TRAVEL DIRECTIONS OF 2.0%. MINIMUM 4 FEET BY 4 FEET.
3. PERPENDICULAR CURB RAMP: TARGET RUNNING SLOPE OF 6.25% WITH MAXIMUM RUNNING SLOPE OF 8.3%.
4. TARGET CROSS SLOPE OF 1.5% WITH A MAXIMUM CROSS SLOPE OF 2.0%.
5. MATCH PEDESTRIAN STREET CROSSING CROSS SLOPE OR FLATTER.



CLASS B OR C SIDEWALK

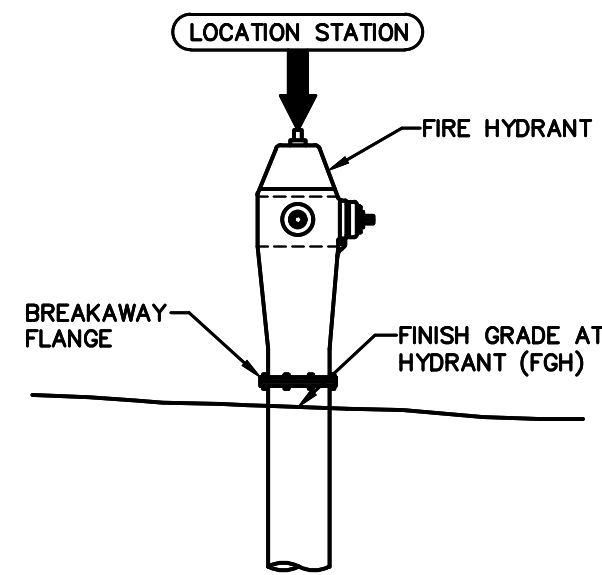
- KEY
- CURB RAMP
 - TURNING SPACE
 - DETECTABLE WARNING
 - GRASS



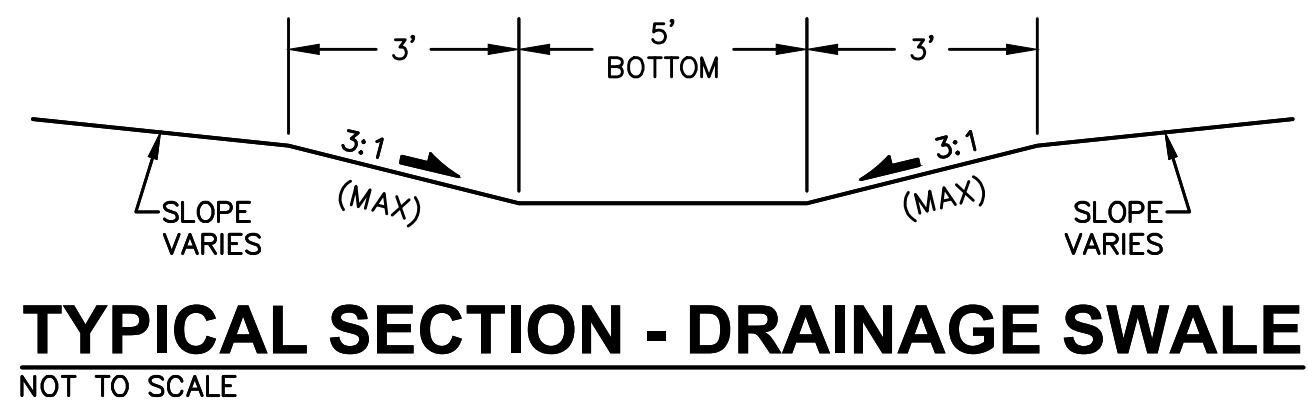
8" SLOTTED TYPE 2 COMBINATION SUBDRAIN/FOOTING DRAIN COLLECTOR (CASE 'D'), 4" SLOTTED TYPE 1 SUBDRAIN (CASE 'C') OR STORM SEWER WITH NON-SEALED, WRAPPED JOINTS. REFER TO SUDAS FIG. 4040.231 FOR DETAILS. REFER TO PLAN FOR SPECIFIC LOCATIONS.

- NOTES:
1. PREPARE SUBGRADE IN 2 - 6" LIFTS.
 2. TYPICAL C JOINT SPACING IS 12'.
 3. CONTRACTOR SHALL TRANSITION EXISTING GUTTERLINE JOINTING TO PROPOSED QUARTER POINT JOINTING WITHIN ONE PANEL.

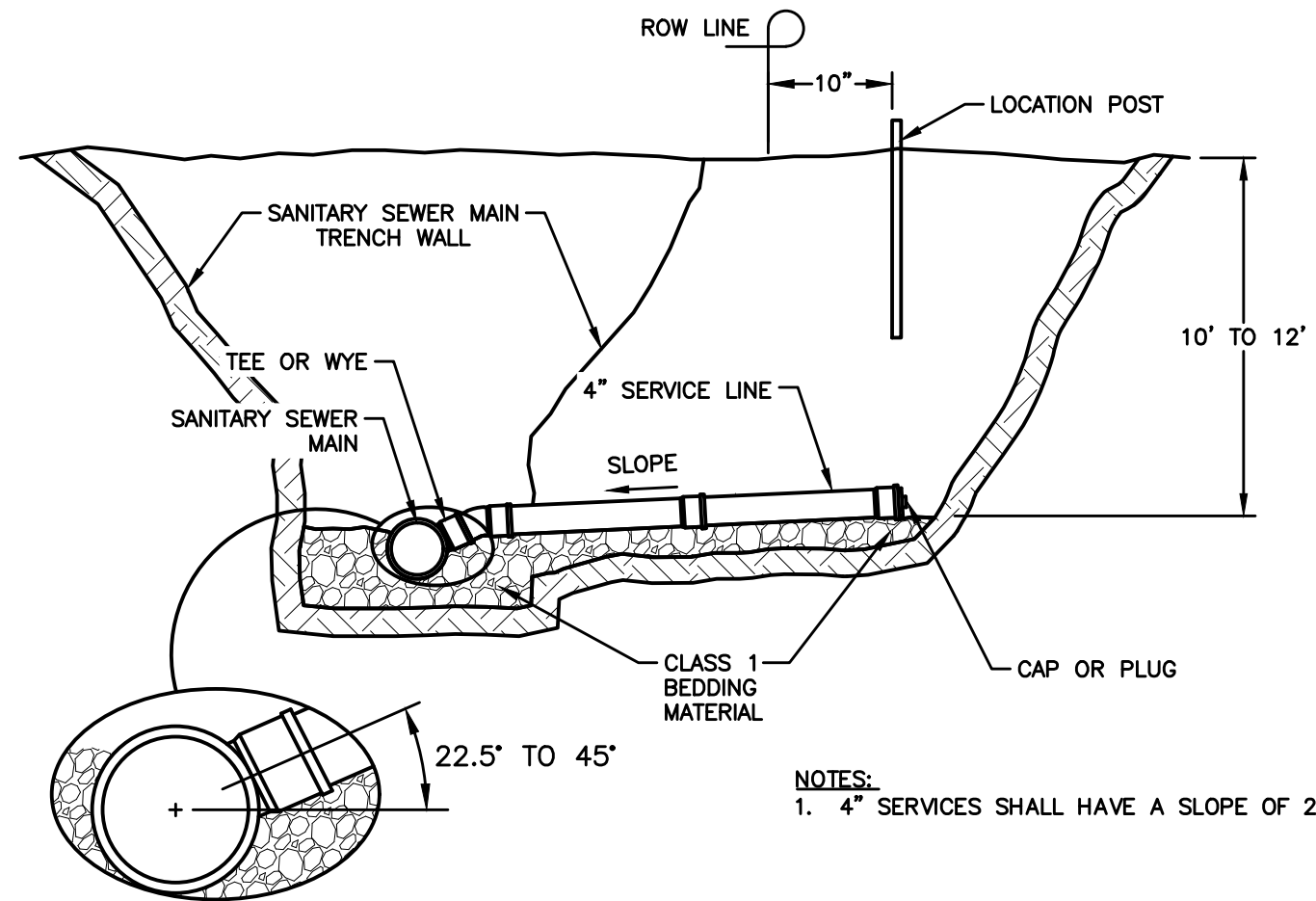
TYPICAL SECTION - 26' B/B P.C.C. ROADWAY WITH 60' R.O.W.
NOT TO SCALE MEADOWS COURT AND WOLF CREEK DRIVE



HYDRANT ASSEMBLY SPOT ELEVATION REFERENCE DETAIL
NOT TO SCALE

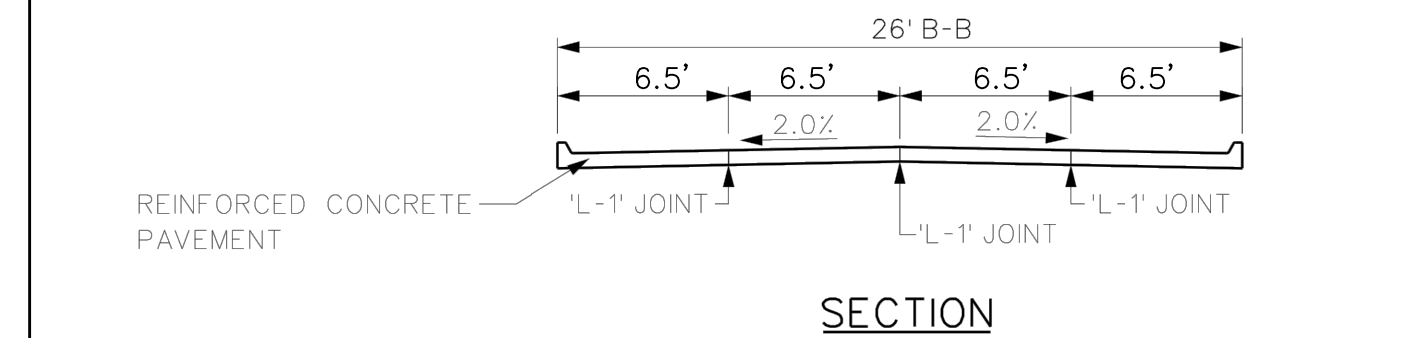


TYPICAL SECTION - DRAINAGE SWALE
NOT TO SCALE

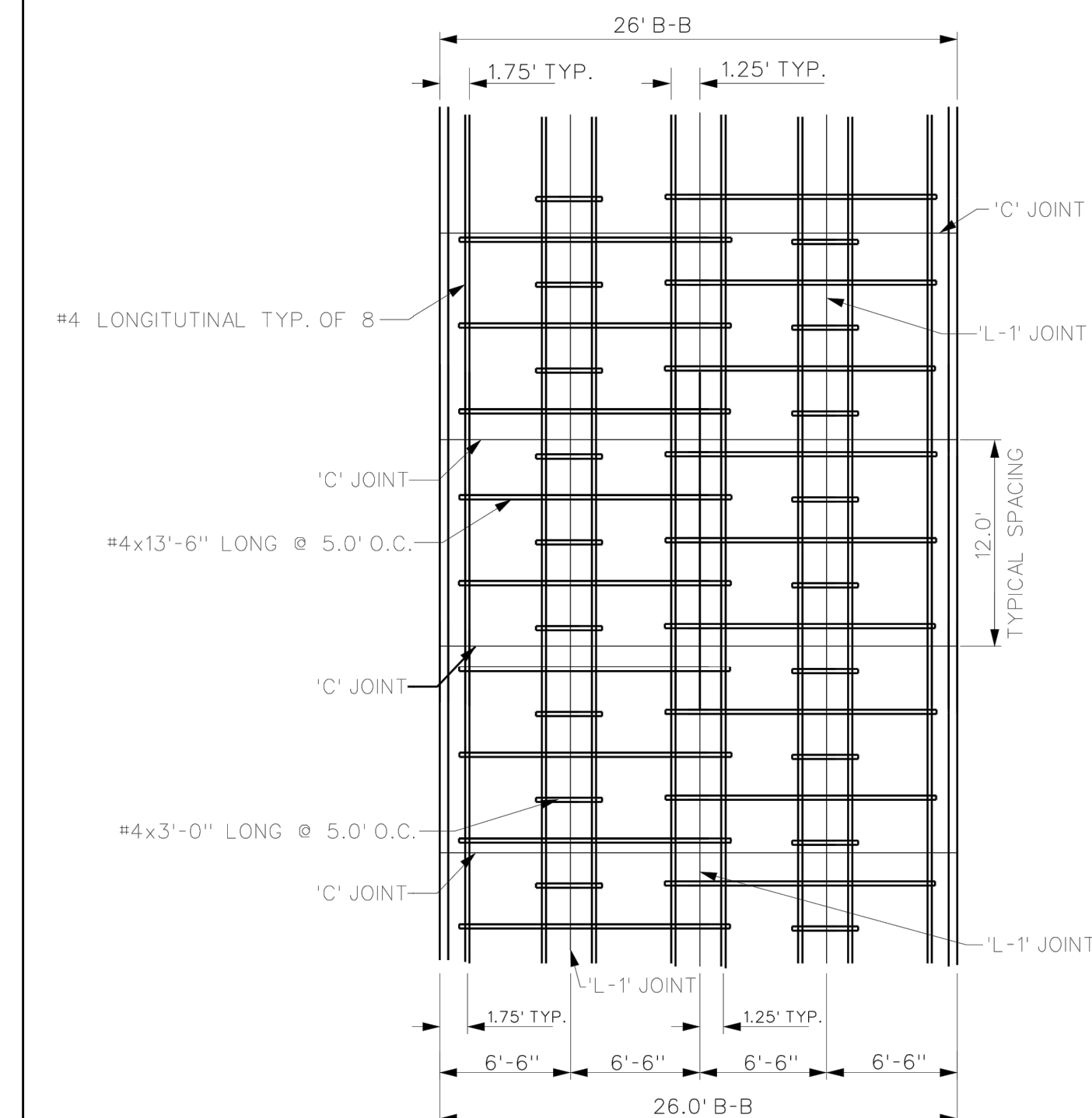


SANITARY SEWER SERVICE STUB
NOT TO SCALE

- NOTES:
1. 4" SERVICES SHALL HAVE A SLOPE OF 2%-5%

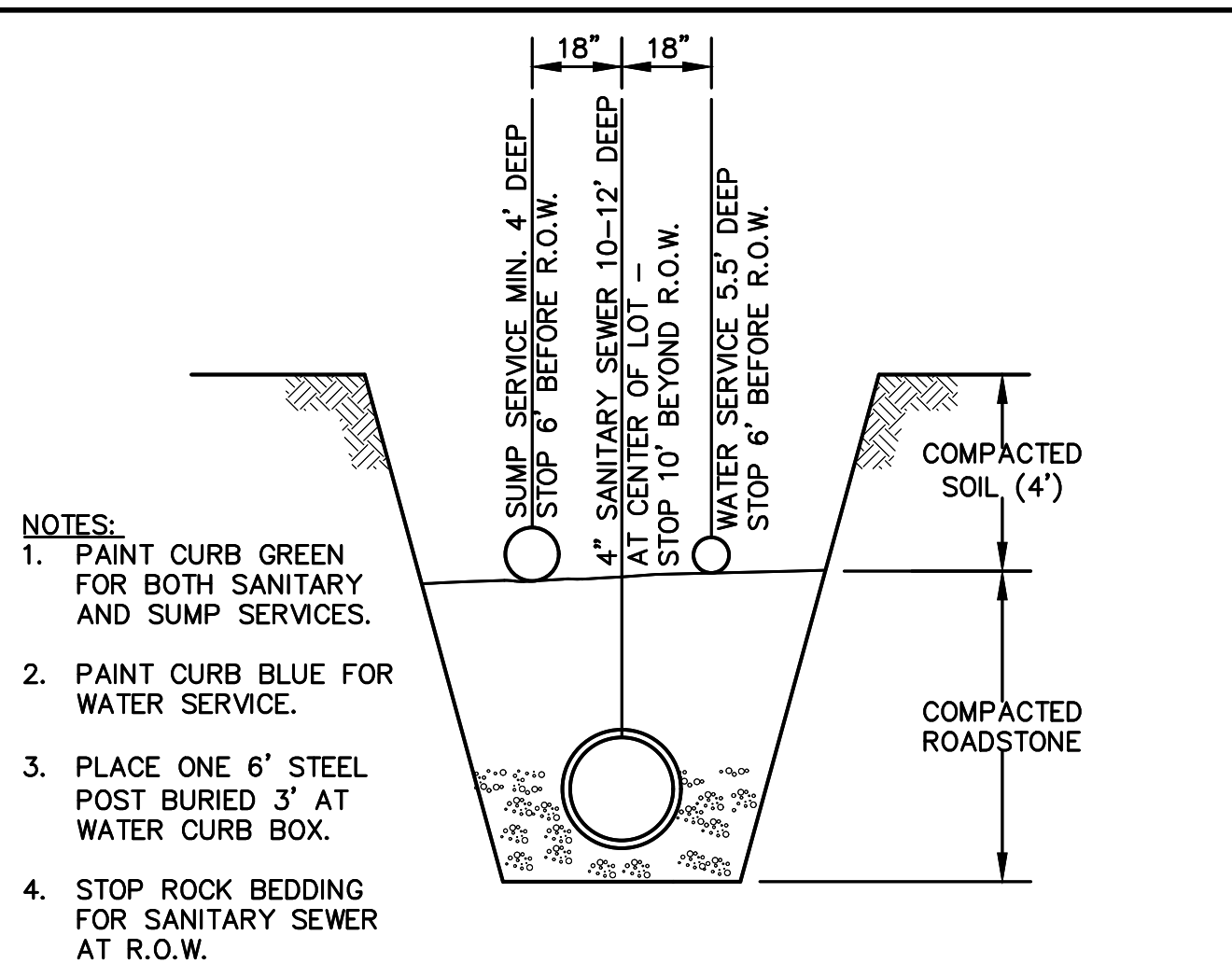


SECTION



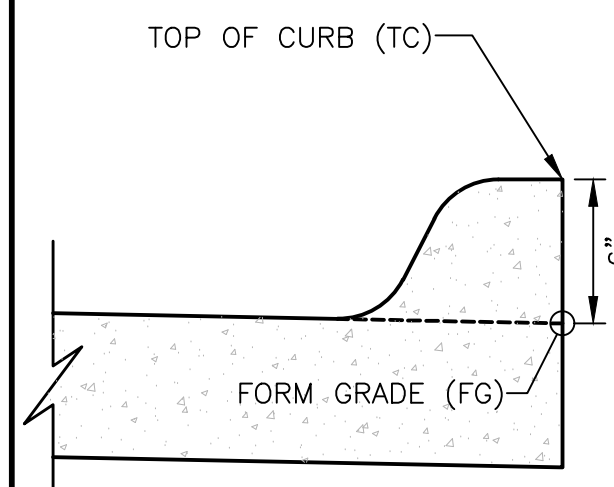
PLAN

26' B-B CONTINUOUSLY REINFORCED JOINTED PCC PAVEMENT
NOT TO SCALE

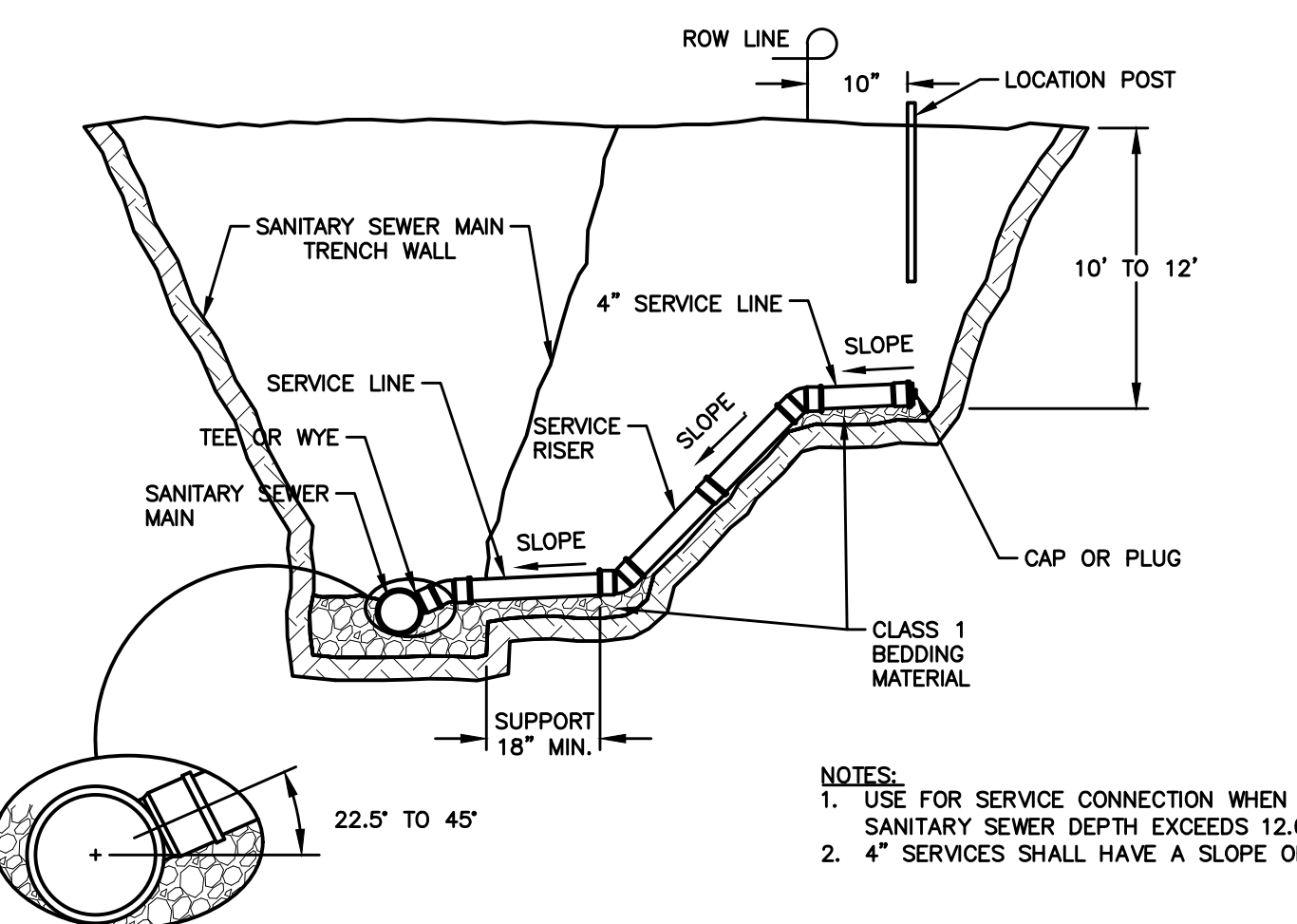


INTERIM SERVICE LOCATION DETAIL
NOT TO SCALE

- NOTES:
1. PAINT CURB GREEN FOR BOTH SANITARY AND SUMP SERVICES.
 2. PAINT CURB BLUE FOR WATER SERVICE.
 3. PLACE ONE 6" STEEL POST BURIED 3" AT WATER CURB BOX.
 4. STOP ROCK BEDDING FOR SANITARY SEWER AT R.O.W.



INTEGRAL 6" STANDARD CURB SPOT ELEVATION REFERENCE DETAIL
NOT TO SCALE



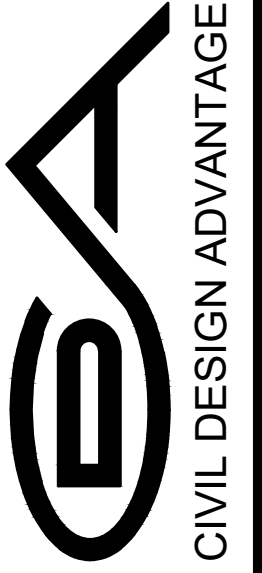
SANITARY SEWER SERVICE STUB WITH RISER
NOT TO SCALE

- NOTES:
1. USE FOR SERVICE CONNECTION WHEN SANITARY SEWER DEPTH EXCEEDS 12.0'
 2. 4" SERVICES SHALL HAVE A SLOPE OF 2%-5%

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DATE	REVISIONS
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TECH: TDT



CIVIL DESIGN ADVANTAGE
POLK CITY, IOWA

CREEKVIEW ESTATES - PLAT 2
TYPICAL SECTIONS AND DETAILS

CITY OF POLK CITY TYPICAL NOTES:

GENERAL NOTES

1. ONE WEEK PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY:
 - A. SNYDER & ASSOCIATES
 - B. CITY OF POLK CITY
 - C. DEVELOPER
 - D. ENGINEER
 - E. IOWA ONE-CALL
2. THE CONTRACTOR SHALL NOTIFY THE POLK CITY PUBLIC WORKS DIRECTOR AND SNYDER & ASSOCIATES PRIOR TO COMMENCING CONSTRUCTION AND PRIOR TO UTILITY CONSTRUCTION, SUBGRADE PREPARATION, MAIN LINE PAVING AND BOX-OUT PAVING.
3. ALL DESIGN AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE STATEWIDE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, CURRENT AT THE COMMENCEMENT OF CONSTRUCTION.
4. THE CONTRACTOR, DEVELOPER, AND DEVELOPER'S ENGINEER SHALL ATTEND A PRE-CONSTRUCTION CONFERENCE WITH THE CITY AND SNYDER & ASSOCIATES PRIOR TO COMMENCEMENT OF CONSTRUCTION.
5. ALL IOWA DNR AND IOWA DOT PERMITS SHALL BE OBTAINED PRIOR TO THE START OF CONSTRUCTION. THE DEVELOPER IS RESPONSIBLE FOR OBTAINING THE NECESSARY NPDES STORM WATER DISCHARGE PERMIT AND FOR MAINTAINING EROSION CONTROL MEASURES IN CONFORMANCE WITH THE SWPPP.
6. THE CONTRACTOR SHALL PROVIDE ALL SHOP DRAWINGS AND MATERIALS SUBMITTALS TO THE DEVELOPER'S ENGINEER FOR REVIEW AND APPROVAL. THE DEVELOPER'S ENGINEER THEN SHALL PROVIDE TO SNYDER & ASSOCIATES PRIOR TO THE PRE-CONSTRUCTION CONFERENCE. MATERIAL SUBMITTALS SHALL INCLUDE MANUFACTURER'S CUT SHEETS, OR SIMILAR, OF PIPE MATERIALS FOR ALL UTILITIES AND UTILITY SERVICE LINES; FIRE HYDRANTS, VALVES, CURB STOPS, SUBDRAIN PIPE MATERIALS, CLEAN-OUTS, APRON GUARDS, CONCRETE MIX, MATURITY CURVES OR OTHER ACCEPTABLE TESTING. SHOP DRAWINGS SHALL INCLUDE MANHOLES, INTAKES, BOX CULVERTS, FENCING/GUARD RAILS AND OTHER SPECIALTY CONSTRUCTION ITEMS.
7. THE DEVELOPER'S ENGINEER SHALL IMMEDIATELY NOTIFY SNYDER & ASSOCIATES AND THE CONSTRUCTION OBSERVER IF FIELD CONDITIONS DO NOT MATCH THE APPROVED CONSTRUCTION DRAWINGS. THESE CONDITIONS MAY INCLUDE, BUT ARE NOT LIMITED TO, STAKING DISCREPANCIES OF MORE THAN 0.2' VERTICAL OR 1.0' HORIZONTAL, DISCOVERY OF PIPES AND/OR FIELD TILES NOT SHOWN ON PLANS, ELEMENTS SHOWN ON PLANS THAT ARE MISSING IN THE FIELD, OR OTHER DISCREPANCIES BETWEEN THE APPROVED PLANS AND FIELD CONDITIONS.
8. THE CONTRACTOR SHALL VERIFY THE LOCATION AND PROTECT ALL UTILITIES AND STRUCTURES. DAMAGE TO UTILITIES AND STRUCTURES SHALL BE REPAIRED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE CITY AND THE OWNER.
9. THE CONTRACTOR SHALL CONDUCT CLEAN-UP OPERATIONS ON EXISTING STREETS AND ADJACENT PRIVATE PROPERTY AT THE END OF EACH WORKING DAY OR MORE OFTEN AS DIRECTED BY THE CITY.
10. THE CONTRACTORS SHALL PROVIDE 4-YEAR MAINTENANCE BONDS, IN AN AMOUNT EQUAL TO THE COST OF CONSTRUCTION, FOR THE PAVING AND FOR WATER MAINS, SANITARY SEWERS, STORM SEWERS, INCLUDING ALL UTILITY SERVICES. THE MAINTENANCE BONDS SHALL BE PROVIDED TO THE CITY ENGINEER PRIOR TO COUNCIL ACCEPTANCE OF THE PUBLIC IMPROVEMENTS.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECORDING THE AS-BUILT LOCATION OF ALL SANITARY SEWER, SUMP AND WATER MAIN SERVICES. A TABLE DIMENSIONING THE DISTANCE FROM THE NEAREST PROPERTY CORNER TO EACH SERVICE SHALL BE PROVIDED TO THE CITY ENGINEER PRIOR TO COUNCIL ACCEPTANCE OF THE PUBLIC IMPROVEMENTS.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING AND MAINTAINING TRAFFIC CONTROL IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
13. HANDICAP RAMPS, IF ANY, FOR DESIGNATED BIKE TRAILS SHALL HAVE BRICK RED TRUNCATED DOMES; ALL OTHER HANDICAP RAMPS SHALL HAVE CHARCOAL GRAY TRUNCATED DOMES FOR DETECTABLE WARNINGS.
14. THE DEVELOPER SHALL BE RESPONSIBLE FOR REIMBURSING THE CITY OF POLK CITY FOR MATERIALS COSTS FOR ALL STREET SIGNS WITHIN THIS PLAT.
15. THE DEVELOPER'S ENGINEER SHALL PROVIDE AS-BUILT MYLARS, CAD FILES IN ELECTRONIC FORMAT, AND PDF FILES OF THE FULL RECORD DRAWINGS SET TO THE CITY ENGINEER PRIOR TO ACCEPTANCE OF THE PUBLIC IMPROVEMENTS. RECORD DRAWINGS SHALL INCLUDE FLOW LINE ELEVATIONS OF ALL SWALES AT EACH PROPERTY LINE AS PER CITY CODE.
16. THE DEVELOPER'S SURVEYOR SHALL PROVIDE A STATEMENT TO THE CITY ENGINEER CERTIFYING THAT ALL PROPERTY CORNERS HAVE BEEN SET PRIOR TO COUNCIL ACCEPTANCE OF THE PUBLIC IMPROVEMENTS.
17. CONSTRUCTION OBSERVATION FEES WILL BE BASED ON THE FOLLOWING:
 - 442 LF OF STORM SEWER
 - 550 LF OF SANITARY SEWER
 - 452 LF OF WATER MAIN
 - 1845 SY OF PAVING
18. PROPERTY OWNERS FOR LOTS 6-12 WILL BE RESPONSIBLE FOR CONSTRUCTION OF SIDEWALK AND THE HOME OWNER'S ASSOCIATION WILL BE RESPONSIBLE FOR SNOW REMOVAL FOR THE SIDEWALK ON THE REAR OF THEIR LOTS ALONG HUGG DRIVE.

SANITARY SEWER NOTES

1. ALL 8" SANITARY SEWER SHALL BE PVC PIPE WITH CLASS "F-3" BEDDING UNLESS OTHERWISE NOTED ON THE DRAWINGS.
2. PROVIDE SANITARY SEWER SERVICE RISERS AS REQUIRED.
3. THE CONTRACTOR SHALL INSTALL SEWER TAPE AT THE END OF EACH SANITARY SEWER SERVICE.
4. ALL INVERTS LOCATED AT AN ELEVATION ABOVE THE CENTERLINE OF THE EXISTING THROUGH PIPE AND LESS THAN 2.0' ABOVE THE MANHOLE FLOOR SHALL HAVE A POURED-IN-PLACE SLOPED INVERT.
5. ALL MANHOLES WITHIN PAVEMENT SHALL HAVE TYPE 'B' ADJUSTABLE CASTINGS. ALL MANHOLES NOT WITHIN PAVEMENT SHALL HAVE TYPE 'A' NON-ADJUSTABLE CASTINGS.
6. ALL MANHOLES SHALL HAVE 1/1 BARRIERS.
7. CORE DRILL ALL CONNECTIONS TO EXISTING MANHOLES AN PROVIDE SLOPE INVERT.
8. ALL 4" AND 6" SANITARY SEWER SERVICES SHALL BE SDR 23.5 IN ACCORDANCE WITH URBAN STANDARD SPECIFICATIONS. ALL SERVICE LINES SHALL BE EXTENDED 10' INSIDE LOT LINES UNLESS OTHERWISE NOTED ON PLANS.
9. ALL SERVICES AND 8-INCH STUB OUTS SHALL BE CAPPED.
10. MANHOLE STEPS ARE REQUIRED IN ALL SANITARY SEWER MANHOLES.
11. MANHOLES COVERS SHALL HAVE RAISED DIAMOND ROUGHNESS PATTERN.
12. THE CONTRACTOR SHALL JET CLEAN AND VACUUM ANY SECTION OF PIPE, FROM MANHOLE TO MANHOLE, WITH MUD OR DEBRIS MORE THAN 1' DEEP, ALONG WITH ANY DOWNSTREAM SEGMENTS AS REQUIRED DUE TO THIS CONSTRUCTION.
13. THE CONTRACTOR SHALL TELEWISE EVERY SANITARY SEWER LINE AND PROVIDE A COPY OF THE VIDEO TAPE AND FILE IN DIGITAL FORMAT TO SNYDER & ASSOCIATES. USING A 500 GALLON TANK AND GARDEN HOSE, THE CONTRACTOR SHALL GRAVITY FLOW WATER DOWN THE PIPE JUST PRIOR TO TELEVISIONING SO DIPS AND SAGS CAN BE IDENTIFIED. THE CITY SHALL NOTIFY THE CONTRACTOR OF ANY NECESSARY REPAIRS AND/OR CLEANING REQUIRED PRIOR TO COMMENCING PAVING. THE SEGMENTS SHALL THEN BE RE-TELEVISED TO DEMONSTRATE PIPES ARE CLEAN. REPAIRS, IF NECESSARY, AND RE-TELEVISIONING SHALL BE AT THE CONTRACTOR'S EXPENSE.
14. CONTRACTOR SHALL SWEEP ALL JOINTS TO REMOVE ROCKS AND DEBRIS FROM THE ENDS OF PIPE PRIOR TO MAKING THE JOINT CONNECTION. REPAIRS, IF NECESSARY, DUE TO ROCKS AND/OR DEBRIS IN JOINT(S) SHALL BE AT THE CONTRACTOR'S EXPENSE.
15. SAGS IN PIPE SHALL NOT EXCEED TOLERANCES AS SPECIFIED BY SUDAS. REPAIRS, IF NECESSARY, AND RE-TELEVISIONING SHALL BE AT THE CONTRACTOR'S EXPENSE.
16. EXISTING MAIN TO BE FLUSHED AFTER SANITARY SEWER SERVICE EXTENSION. IF NEW WYES NEED TO BE CUT IN, SANITARY MAIN WILL NE TO BE RE-TELEVISED AND MAY BE SUBJECT TO ADDITIONAL TESTING.

GRADING/BACKFILL NOTES

1. RECONNECT ANY FIELD TILE THAT ARE INTERCEPTED DURING UTILITY CONSTRUCTION.
2. THE CONTRACTOR SHALL TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES OR STRUCTURES AT THE SITE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNERS OF UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK. THE CONTRACTOR SHALL NOTIFY THE PROPER UTILITY IMMEDIATELY UPON DAMAGING ANY UTILITY LINE OR APPURTENANCE, OR IF THERE IS ANY INTERRUPTION OF THEIR SERVICE. IF EXISTING UTILITY LINES ARE ENCOUNTER THAT CONFLICT IN LOCATION WITH NEW CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE ENGINEER SO THAT THE CONFLICT MAY BE RESOLVED AND APPROVED BY CITY.
3. STRIP TOPSOIL FROM ALL AREAS WHICH ARE TO BE FILLED OR CUT.
4. STOCKPILE SUFFICIENT TOPSOIL TO RESPREAD A MINIMUM DEPTH OF 4-INCHES ON UNPAVED AREAS, INCLUDING FRONT, REAR, AND SIDE YARDS OF ALL LOTS.
5. ALL AREAS TO RECEIVE FILL ARE TO BE BENCHED. PREPARE BOTTOM OF BENCH FOR FILL BY DISCING TO A DEPTH OF 6-INCHES.
6. ALL SITE GRADING FILL SHALL BE COMPACTED TO A DENSITY THAT IS NOT LESS THAN 95% STANDARD PROCTOR DENSITY.
7. THE MOISTURE CONTENT OF THE FILL MATERIAL SHALL FALL WITHIN A RANGE OF OPTIMUM MOISTURE TO 4% ABOVE OPTIMUM MOISTURE.
8. THE CONTRACTOR SHALL PROTECT AND BACKFILL AROUND UNDERGROUND UTILITIES. BACKFILL SHALL BE IN 6-INCH LIFTS, COMPACTED TO 95% STANDARD PROCTOR DENSITY.
9. MAINTAIN ALL CUT AND FILL AREAS FOR SURFACE DRAINAGE AT ALL TIMES.
10. FINAL GRADES WITHIN PAVED AREAS SHALL BE WITHIN 0.1' OF PLAN GRADE, ALL OTHER AREAS TO BE WITHIN 0.2' OF PLAN GRADE.
11. A MINIMUM OF ONE FOOT OF COMPACTED COHESIVE SUBGRADE SHALL BE PROVIDED BENEATH ALL PAVEMENTS.
12. ALL SLOPES WITHIN PUBLIC EASEMENTS, RIGHT-OF-WAY, PARKS, OR LAND TO BE PUBLICALLY OWNED SHALL BE GRADED TO A 4:1, MAXIMUM SLOPE.
13. ALL SLOPES ON PRIVATE PROPERTY SHALL BE 4:1 MAXIMUM, UNLESS THE SPECIFIC LOCATION(S) HAVE BEEN LABELED AS 3:1, MAXIMUM.
14. ALL EXISTING ROADSIDE DITCHES SHALL BE GRADED TO DRAIN.
15. ALL SWALES WITHIN DRAINAGE OR SURFACE WATER FLOWAGE EASEMENTS SHALL BE GRADED TO A 2% MINIMUM SLOPE, MEASURED ALONG THE FLOWLINE OF SAID SWALE. IF THE AS-BUILT CONDITION OF ANY SWALE HAS LESS THAN 2% MINIMUM SLOPE, A 6" SUBDRAIN WILL BE REQUIRED. THE SUBDRAIN SHALL HAVE CLEAN-OUTS LOCATED NEAR PROPERTY LINES WHERE POSSIBLE, BUT IN NO CASE HAVING A SPACING GREATER THAN 200 FEET.
16. HYDRANTS, MANHOLE COVERS, AND VALVE BOXES SHALL BE SET TO CONFORM TO FINISHED PAVEMENT ELEVATIONS.
17. EXISTING TREES SHALL BE SAVED TO THE EXTENT POSSIBLE TO ACCOMMODATE GRADING, UTILITY AND STREET CONSTRUCTION.
18. EXISTING TREES SHALL BE REMOVED FROM EXISTING AND PROPOSED PUBLIC RIGHT-OF-WAY UNLESS THE PUBLIC WORKS DIRECTOR PROVIDES SPECIFIC APPROVAL TO MAINTAIN CERTAIN TREES WITHIN SAID RIGHT-OF-WAY.
19. CONTRACTOR SHALL OBTAIN A GRADING PERMIT PRIOR TO COMMENCING CONSTRUCTION.

WATER MAIN NOTES

1. PIPE MATERIALS SHALL BE AWWA C900, CLASS 150 PVC.
2. INSTALL NO. 10 THHN STANDARD COPPER TRACER WIRE UNDER PIPE, BRING TRACER WIRE TO SURFACE AT HYDRANTS, TERMINATING IN RECEPTACLE BOX.
3. CONNECT NEW TRACER TO EXISTING USING APPROVED SPLICE KIT AND PROVIDE A GROUND ROD AT END OF TRACER WIRE FOR LOCATION AND EXTENSION IN FUTURE. THE CITY WILL TEST THE TRACER WIRE PRIOR TO ACCEPTANCE OF PLAT AND REPAIRS, IF ANY, SHALL BE AT THE CONTRACTOR'S EXPENSE.
4. HYDRANTS SHALL BE SET 3.5 FEET FROM THE WATER MAIN.
5. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL VERIFY THAT FIRE HYDRANTS WILL NOT CONFLICT WITH SIDEWALK CONSTRUCTION.
6. HYDRANTS, MANHOLE COVERS AND VALVE BOXES SHALL BE SET TO CONFORM TO FINISHED PAVEMENT ELEVATIONS.
7. HYDRANTS TO BE WATROUS PRODUCTS, OPEN LEFT, PAINTED YELLOW.
8. ALL VALVES SHALL BE RESILIENT WEDGE GATE VALVES.
9. SERVICES TO BE 1-INCH COPPER.
10. RISER RODS ARE REQUIRED AT ALL CURB STOPS.
11. STOP BOXES FOR 1" THROUGH 2" WATER SERVICE LINES SHALL INCLUDE A STAINLESS STEEL SELF-CENTERING ROD WITH STAINLESS STEEL COTTER PIN WITHIN THE A STOP BOX HOUSING. ALL STOP BOX INSTALLATIONS SHALL BE COMPLETED IN SUCH A MANNER THAT THE LID IS ALLOWED TO RAISE WITH THE FROST AND LOWER IF DRIVEN OVER WITH OUT DAMAGE TO CURB VALVE. FINISH GRADE OF THE LID SHALL BE LEVEL WITH THE SURROUNDING SURFACE AND DOES NOT PRESENT A HAZARD TO THE PUBLIC.
12. WATER MAIN TO HAVE 5 1/2 FEET BURY, TYPICAL EXCEPT AT CRITICAL CROSSINGS.
13. ALL VALVES SHALL HAVE A VALVE BOX ADAPTER INSTALLED TO MAINTAIN ALIGNMENT.
14. THE CONTRACTOR SHALL REMOVE CHAINS ON ALL HYDRANTS.
15. THE CONTRACTOR SHALL WORK WITH THE CITY OF POLK CITY PUBLIC WORKS AND SNYDER & ASSOCIATES WHEN OPERATING EXISTING VALVES. WATER SHALL NOT BE TURNED ON WITHOUT PRIOR APPROVAL OF THE CITY OF POLK CITY.
16. WATER CANNOT BE USED BY THE CONTRACTOR UNLESS IT IS PART OF THE PURIFICATION PROCESS OF THE NEW MAIN. WATER NEEDED FOR ANY REASON AFTER BACTERIA TESTING HAS BEEN COMPLETED AND PASSED WILL NEED PRIOR APPROVAL FROM THE CITY OF POLK CITY.
17. PROVIDE 2' BLOW-OFF AT THE TERMINAL END OF THE 8" WATER LINE UNLESS HYDRANT HAS BEEN PROVIDED.
18. WATER MAIN SHALL BE PRESSURE TESTED AND CHLORINATED WITH THE CONSTRUCTION OBSERVER PRESENT. RESULTS OF TESTS SHALL BE PROVIDED TO PUBLIC WORKS. IF ANY TESTS DO NOT PASS, THE CONTRACTOR SHALL REIMBURSE THE CITY FOR THE COST OF THE WATER ASSOCIATED WITH RE-TESTING.

STORM SEWER NOTES

1. ADDITIONAL RIP-RAP MAY BE REQUIRED AT THE FES BASED UPON FIELD REVIEW BY CITY OF POLK CITY.
2. PROVIDE SUBDRAIN BEHIND BACK OF CURB ON PUBLIC STREETS AS REQUIRED BASED ON SUBSURFACE MOISTURE CONDITIONS. ANY SUBDRAIN CROSSING UNDER THE PAVEMENT SHALL BE RCP PIPE.
3. ALL CURB INTAKES SHALL HAVE TYPE "R" VANE GRATES.
4. ALL INTAKES SHALL BE POURED-IN-PLACE CONCRETE OR PRECAST CONCRETE.
5. ALL 12" AND LARGER STORM SEWERS SHALL BE RCP.
6. 8-INCH FOOTING DRAINS TO BE PVC, SDR 35.
7. FOOTING DRAIN SERVICES TO BE 4-INCH PVC, SDR 35. EXTEND SERVICES 10' INSIDE LOT UNLESS OTHERWISE NOTED.
8. ALL INTAKES SHALL BE LOCATED A MINIMUM OF 7.5 FEET FROM END OF RETURNS.
9. CORE DRILL ALL CONNECTIONS TO EXISTING STRUCTURES.
10. THE CONTRACTOR SHALL PROVIDE A MINIMUM OF 3'-6" COVER ON ALL STORM SEWER, INCLUDING SUMP SERVICES.
11. INSTALL CONTINUOUS PERFORATED SUBDRAIN IN LOCATIONS SHOWN ON PLANS.
12. ALL SUBDRAIN, 6-INCHES OR SMALLER, SHALL HAVE CRITTER GUARDS.
13. ALL CLEAN-OUTS SHALL BE SET IN A 24" ROUND CONCRETE PAD.
14. FLARED END SECTIONS AND LAST 3 PIPE SECTIONS MUST BE TIED. ALL FLARED END SECTIONS SHALL HAVE 48-INCH FOOTINGS AND APRON GUARD.
15. THE CONTRACTOR SHALL JET CLEAN AND VACUUM ANY SECTION OF PIPE, FROM MANHOLE TO MANHOLE, WITH MUD OR DEBRIS MORE THAN 1' DEEP, ALONG WITH ANY DOWNSTREAM SEGMENTS AS REQUIRED DUE TO THIS CONSTRUCTION.
16. THE CONTRACTOR SHALL TELEWISE EVERY STORM SEWER LINE AND PROVIDE A COPY OF THE VIDEO IN DIGITAL FORMAT TO SNYDER & ASSOCIATES. USING A 500 GALLON TANK AND GARDEN HOSE, THE CONTRACTOR SHALL GRAVITY FLOW WATER DOWN THE PIPE JUST PRIOR TO TELEVISIONING SO DIPS AND SAGS CAN BE IDENTIFIED. THE CITY SHALL NOTIFY THE CONTRACTOR OF ANY NECESSARY REPAIRS AND/OR CLEANING REQUIRED PRIOR TO COMMENCING PAVING. THE SEGMENTS SHALL THEN BE RE-TELEVISED TO DEMONSTRATE PIPES ARE CLEAN. REPAIRS, IF NECESSARY, AND RE-TELEVISIONING SHALL BE AT THE CONTRACTOR'S EXPENSE.

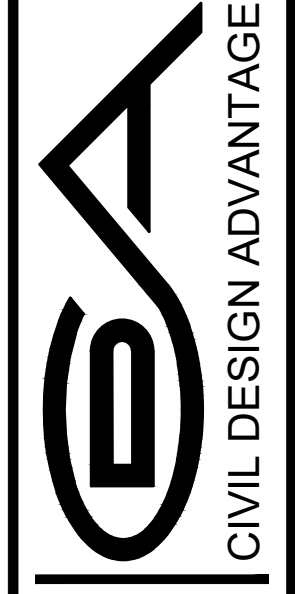
PAVING NOTES

1. THE CONTRACTOR SHALL ATTEND A PRE-POUR MEETING WITH THE CITY AND SNYDER & ASSOCIATES PRIOR TO COMMENCING PAVING OPERATIONS. NO PAVING OPERATIONS SHALL BEGIN UNTIL CONTRACTOR HAS RECEIVED AUTHORIZATION FROM SNYDER & ASSOCIATES.
2. THE CONTRACTOR WILL NEED TO PROVIDE COPIES OF ALL TEST RESULTS REPORTING, INCLUDING BUT NOT LIMITED TO COMPACTION TEST MAP, STORM SEWER TELEVISIONING, AND SANITARY SEWER TELEVISIONING, TO SNYDER & ASSOCIATES FOR REVIEW PRIOR TO REQUESTING THE PRE-POUR MEETING.
3. ALL ELEVATIONS ARE PROPOSED FINISHED GRADE AT TOP OF CURB UNLESS OTHERWISE NOTED.
4. PAVEMENTS SHALL BE 6" CONTINUOUSLY-REINFORCED PCC PAVEMENT UNLESS OTHERWISE NOTED ON THE PLANS.
5. ALL STREETS SHALL HAVE 6" INTEGRAL CURBS.
6. PROVIDE CURB DROPS FOR SIDEWALKS AT INTERSECTIONS.
7. CONSTRUCTION OF HANDICAP ACCESSIBLE RAMPS, WITH DETECTIBLE WARNINGS AND INCLUDING COMMON SQUARE, SHALL BE THE RESPONSIBILITY OF THE HOMEOWNER UNLESS OTHERWISE NOTED ON THE PLANS.
8. ALL REINFORCING STEEL SHALL BE EPOXY-COATED REINFORCING STEEL.

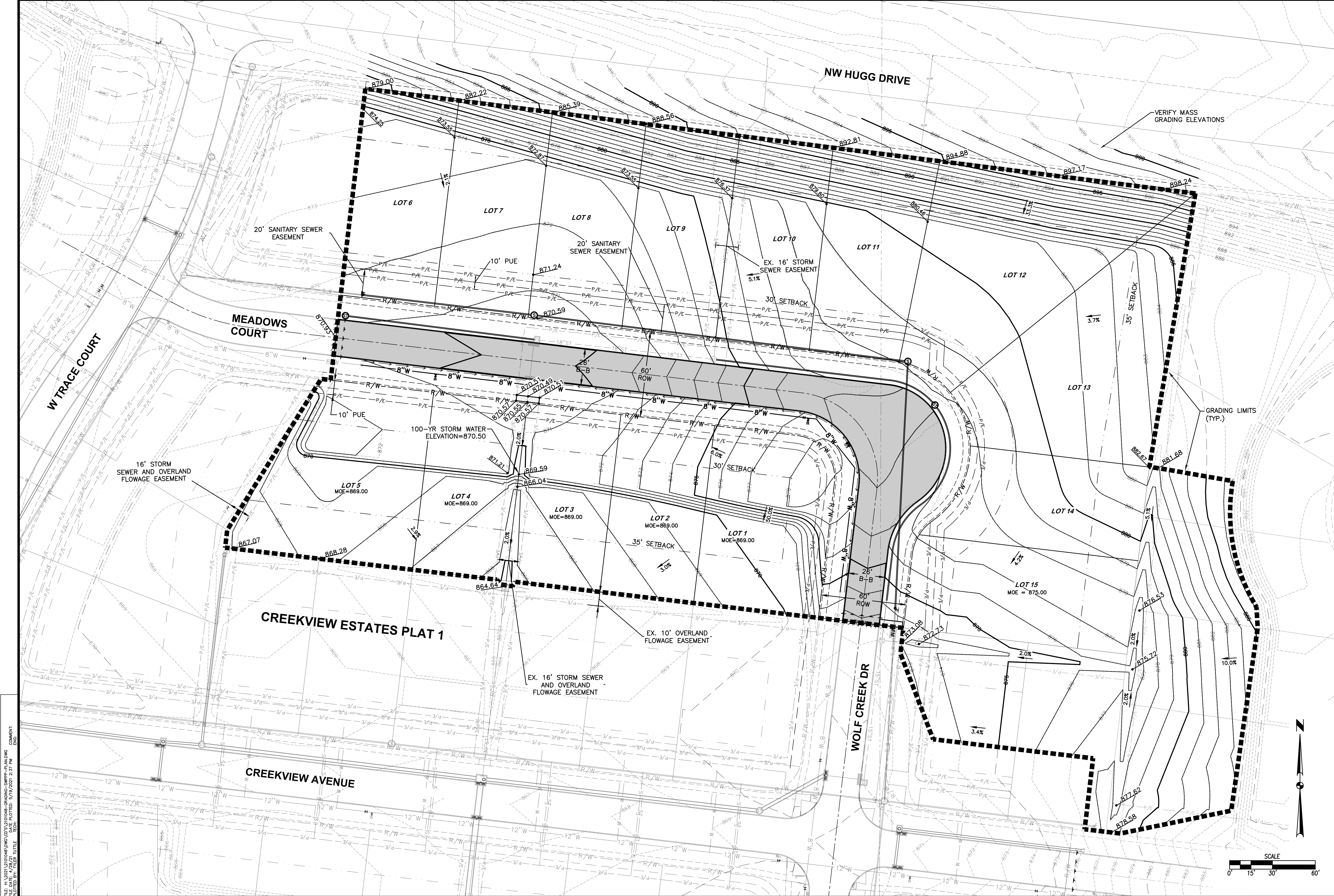
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DATE	REVISIONS
05/19/21	SIGNED SUBMITTAL
05/11/21	THIRD SUBMITTAL
03/23/21	SECOND SUBMITTAL
02/12/21	FIRST SUBMITTAL

3405 S.E. CROSSROADS DRIVE, SUITE G
 GRIMES, IOWA 50111
 PHONE: (515) 369-4400 FAX: (515) 369-4410
 ENGINEER: JAT
 TECH: TDT



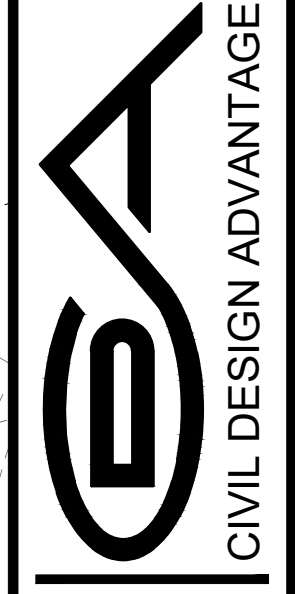
CREEKVIEW ESTATES - PLAT 2
TYPICAL POLK CITY CONSTRUCTION NOTES
 POLK CITY, IOWA



FILE: H:\2021\2101048\CAD\2101048-GRADING-SWPPP-PLAN.DWG
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 PLOTTED BY: TDT
 DATE: 5/19/2021 2:37 PM

REVISIONS	DATE
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 TECH: TDT



POLK CITY, IOWA

CREEKVIEW ESTATES - PLAT 2

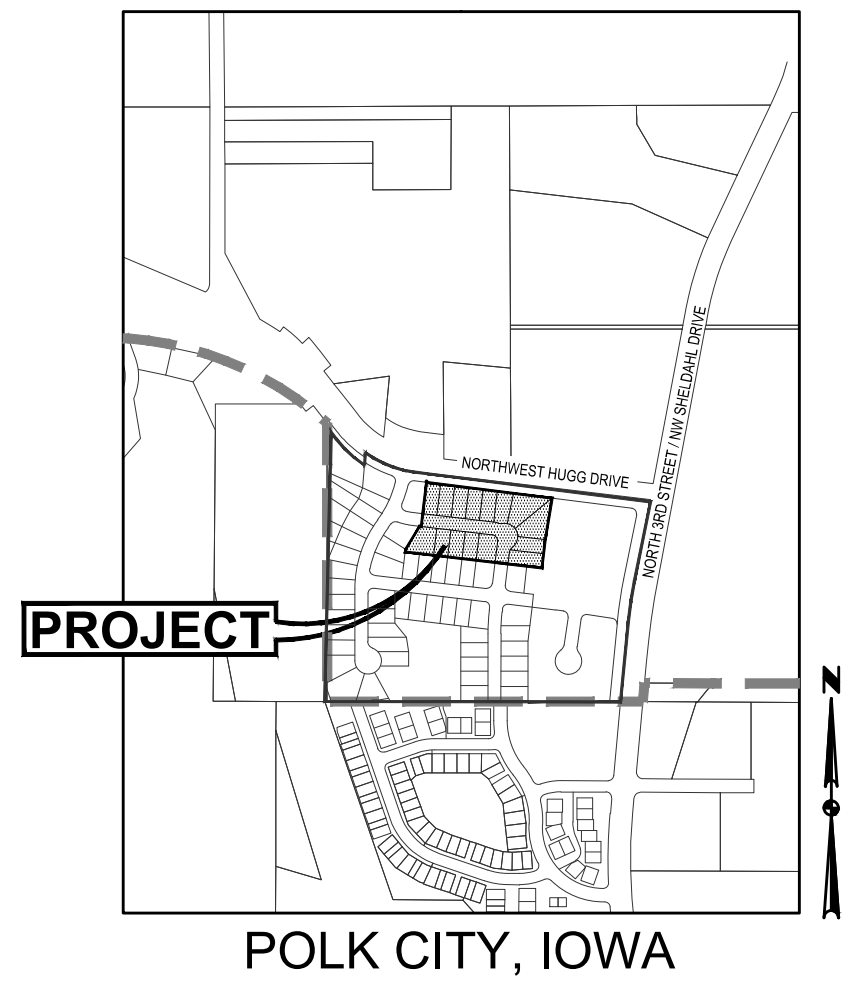
GRADING PLAN

CREEKVIEW ESTATES PLAT 2

EROSION AND SEDIMENT CONTROL PLAN

VICINITY MAP

NOT TO SCALE



POLK CITY, IOWA

NOTES:

- IF DEWATERING IS NEEDED FOR ANY REASON, DISCHARGE OF WATER OFFSITE IS TO CONFORM WITH THE GENERAL PERMIT #2 REQUIREMENT.
- DISTURBED AREAS SHALL BE TEMPORARILY SEEDED OR MULCHED IMMEDIATELY WHENEVER CLEARING, GRADING, EXCAVATING, OR OTHER EARTH DISTURBING ACTIVITIES HAVE PERMANENTLY OR TEMPORARILY CEASED AND WILL NOT RESUME FOR A PERIOD EXCEEDING 14 CALENDAR DAYS.
- STORM SEWERS AND DRAINAGE WAYS SHALL BE PROTECTED FROM CONCRETE SLURRY PRODUCED BY SAWCUTTING AND CONCRETE GRINDING.
- EXISTING CONTOURS THAT ARE SHOWN ARE REFERENCING CREEKVIEW ESTATES PLAT 1 AND CREEKVIEW ESTATES GRADING PLANS. TIE-IN POINTS MAY VARY BASED ON CONSTRUCTED ELEVATIONS. THE CONTRACTOR SHALL VERIFY ALL EXISTING GRADES WITHIN THE PLAT 2 LIMITS.
- SEEDING
 - TYPE TEMPORARY SEEDING (TYPE 4) IS ALLOWED IN ALL OTHER AREAS.

STABILIZATION QUANTITIES

ITEM NO.	ITEM	UNIT	TOTAL
1	SILT FENCE	LF	1670
2	FILTER SOCK	LF	76
3	SEEDING, FERTILIZING, AND MULCHING	AC	5.18
4	INLET PROTECTION DEVICES	EA	4
5	CONCRETE WASHOUT PIT	EA	1

TYPE 4 SEED MIXTURE

COMMON NAME	APPLICATION RATE (LB/ACRE)
SPRING: MARCH 1-MAY 20	
ANNUAL RYEGRASS	40
OATS*	65
SUMMER: MAY 21-AUGUST 14	
ANNUAL RYEGRASS	50
OATS*	95
FALL: AUGUST 15-SEPTEMBER 30	
ANNUAL RYEGRASS	40
GRAIN RYE	65

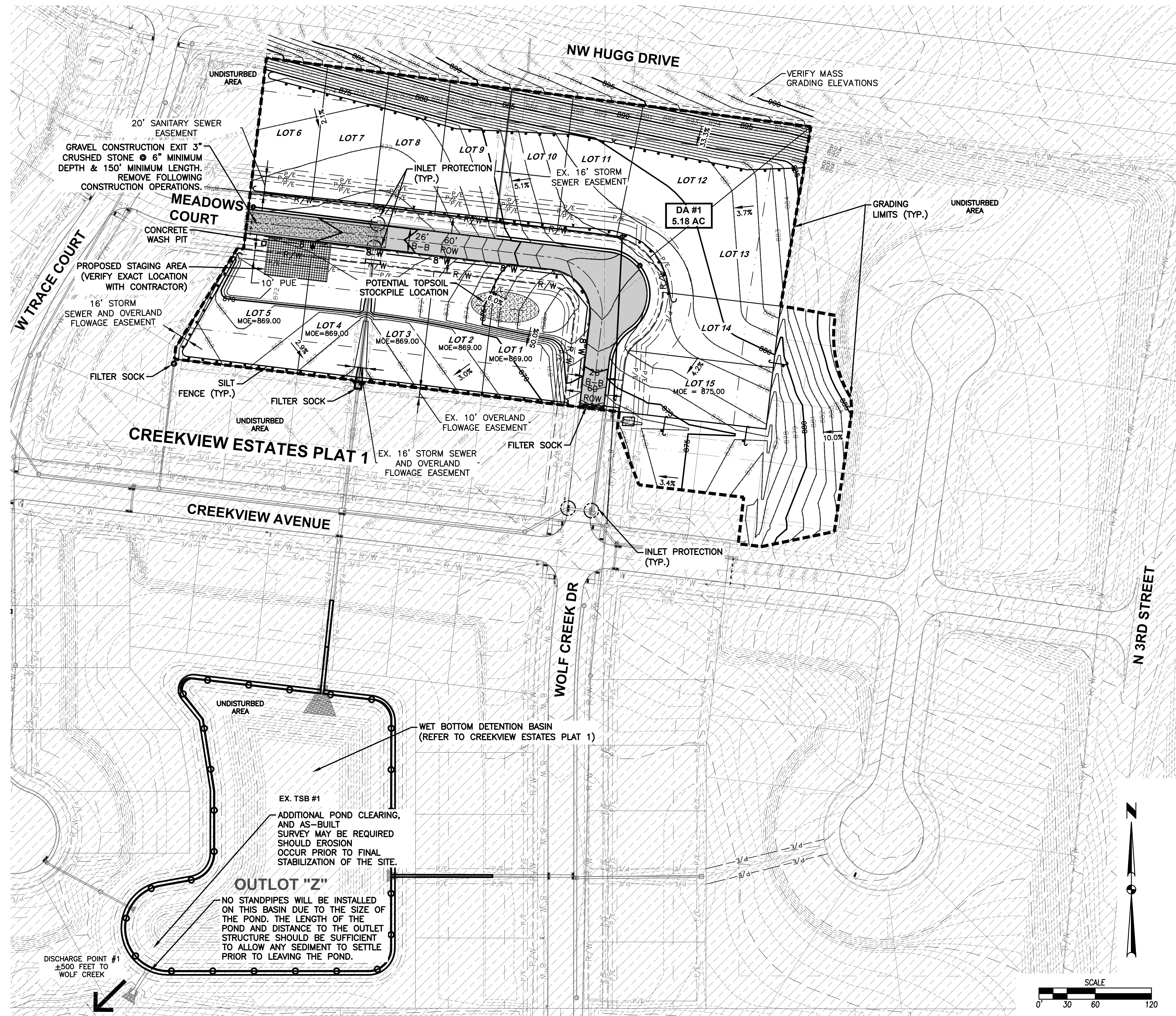
* ENGINEER MAY DELETE FOR PREVIOUSLY ESTABLISHED URBAN AREAS.

DISCHARGE POINT SUMMARY

DISCHARGE POINT #1 TO WOLF CREEK ±500 FT	5.18 ACRES
TOTAL AREA DISTURBED TO DISCHARGE POINT	18,648 CU FT
STORAGE VOLUME REQUIRED (# OF ACRES*3600 CU FT)	
VOLUME PROVIDED IN FILTER SOCK (76 LF @ 2.0 CU FT/LF OF SOCK)	152 CU FT
VOLUME PROVIDED IN SILT FENCE (1670 LF @ 4.5 CU FT/LF OF FENCE)	7,515 CU FT
VOLUME PROVIDED IN SILT FENCE IN SWALE (80 LF @ 10 CU FT/LF OF FENCE)	800 CU FT
VOLUME PROVIDED IN EXISTING TSB #1	408,552 CU FT
TOTAL VOLUME PROVIDED	417,019 CU FT

SWPPP LEGEND

DRAINAGE ARROW		AREA TO BE SEEDED	
GRADING LIMITS		STRAW MAT	
FILTER SOCK		UNDISTURBED AREA	
SILT FENCE		RIP-RAP	
DITCH CHECK		GRAVEL ENTRANCE	
INLET PROTECTION		STAGING AREA	
PORTABLE RESTROOM		TEMPORARY SEDIMENT BASIN	
CONCRETE WASHOUT PIT			

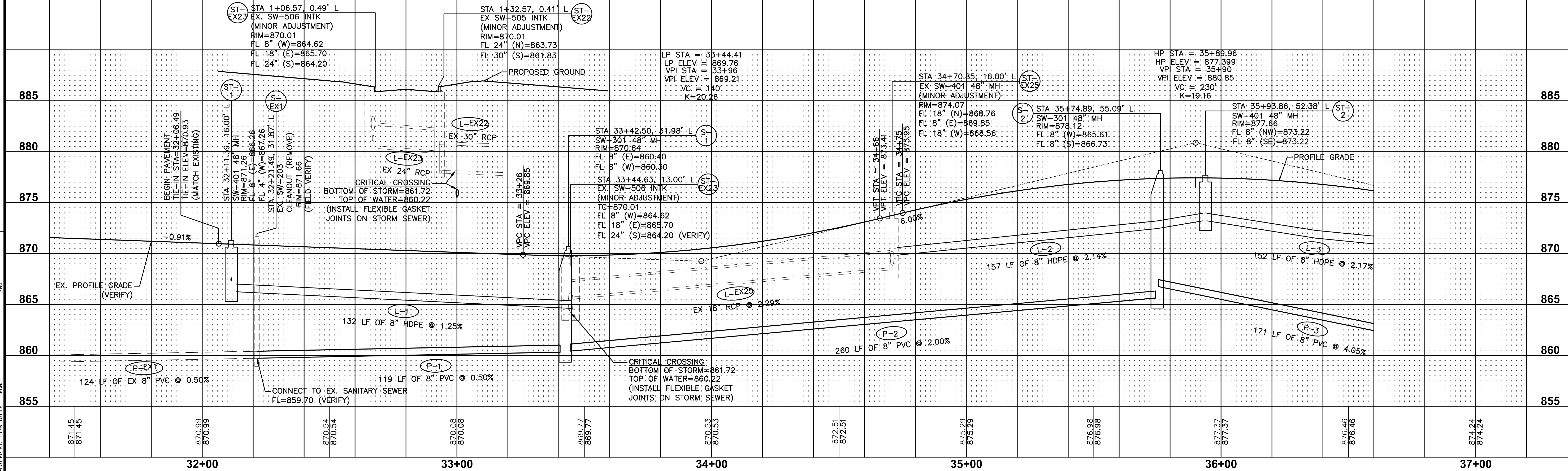
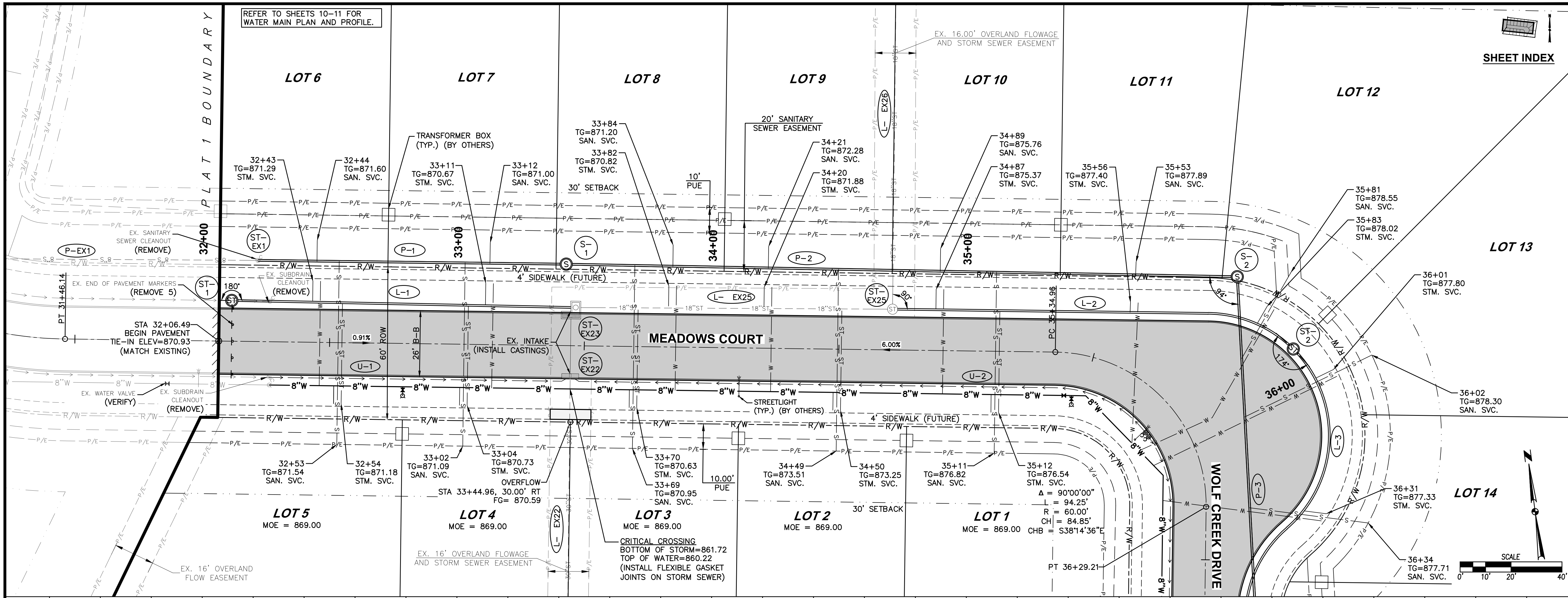


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ENGINEER: JAT



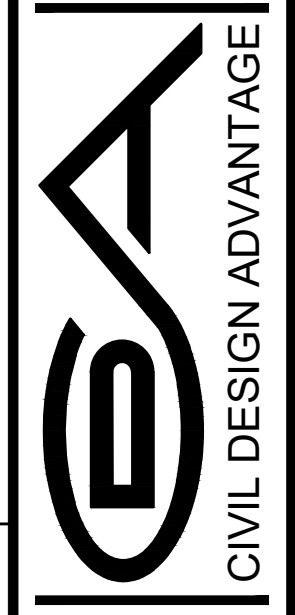
CREEKVIEW ESTATES - PLAT 2
EROSION AND SEDIMENT CONTROL PLAN
POLK CITY, IOWA



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 CHECKED BY:
 PLOTTED BY:
 DATE PLOTTED: 5/19/2021 2:38 PM

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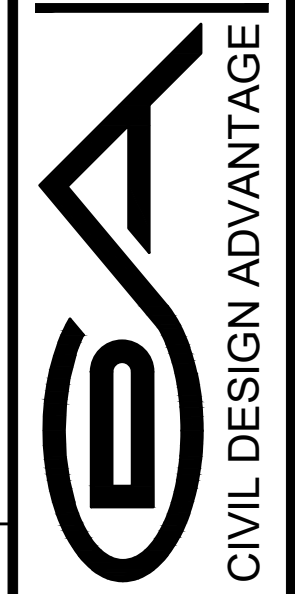


CIVIL DESIGN ADVANTAGE
POLK CITY, IOWA

CREEKVIEW ESTATES - PLAT 2
ROADWAY, STORM AND SANITARY
SEWER PLAN AND PROFILE

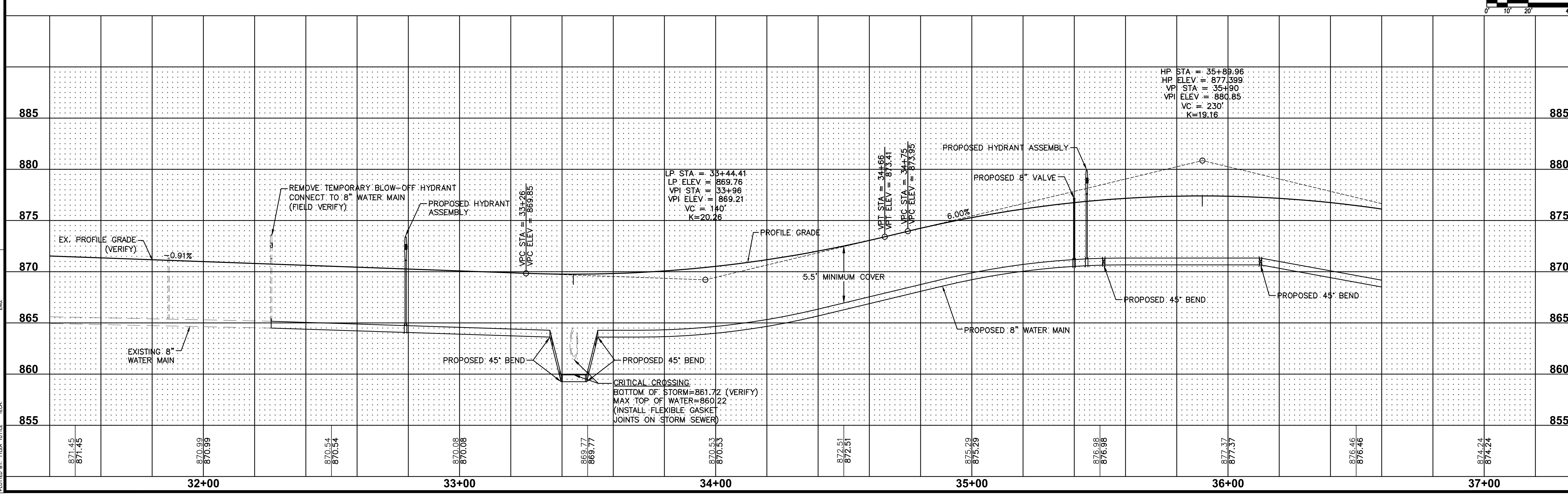
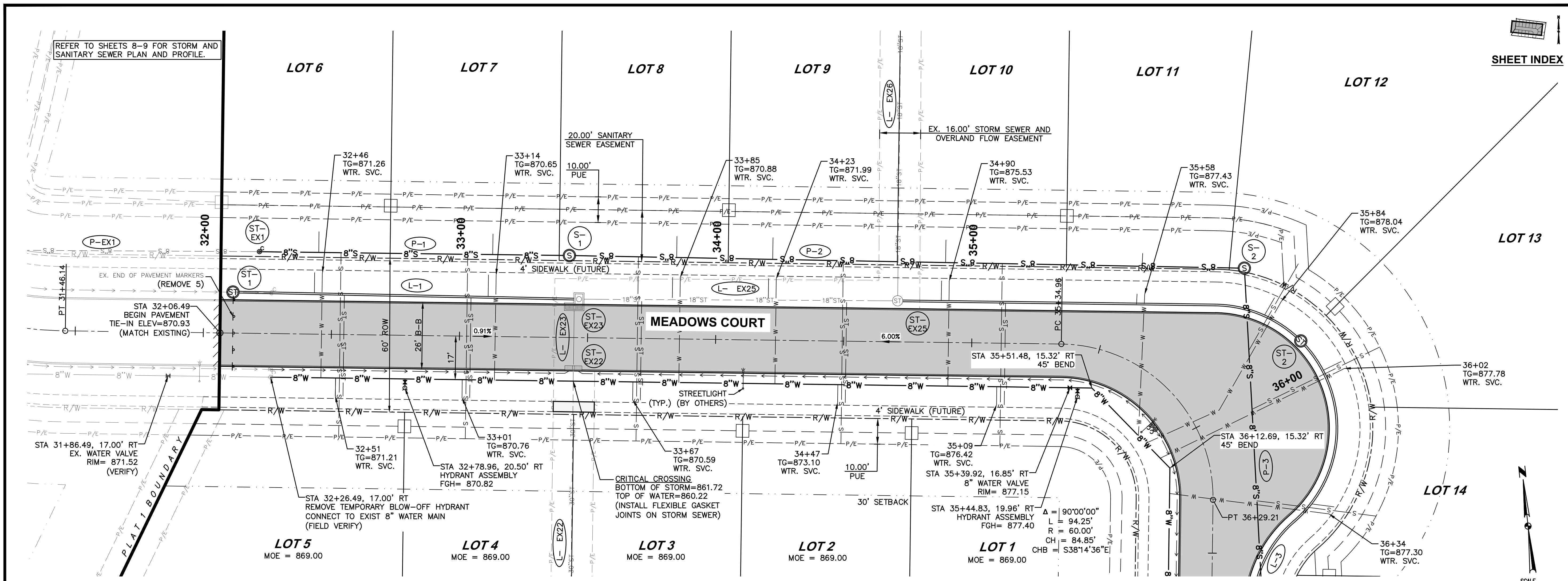
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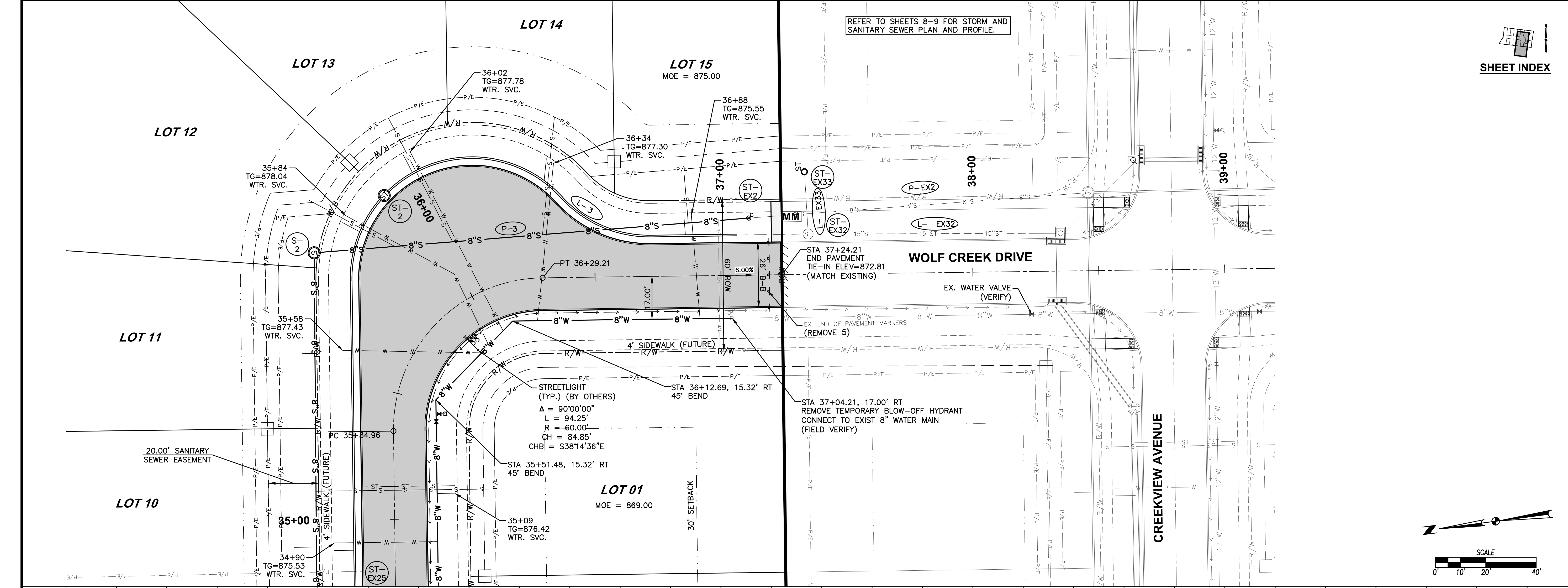


POLK CITY, IOWA

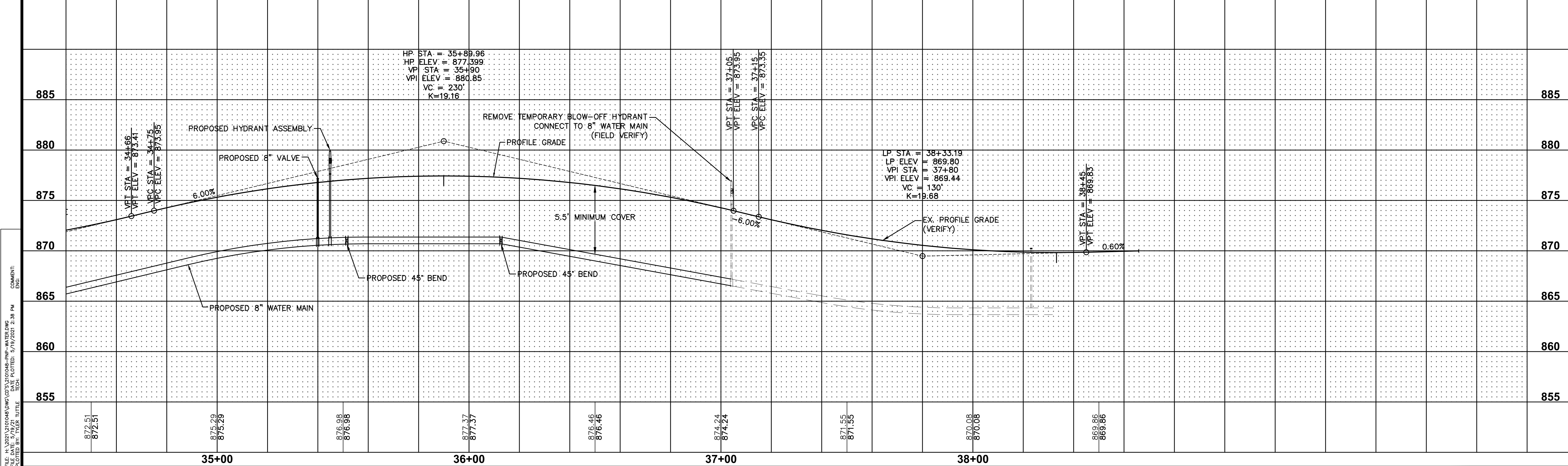
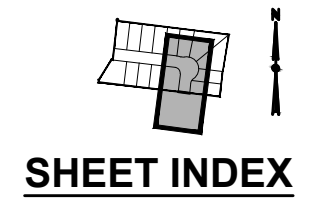
CREEKVIEW ESTATES - PLAT 2
WATER MAIN PLAN AND PROFILE



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REFER TO SHEETS 8-9 FOR STORM AND SANITARY SEWER PLAN AND PROFILE.

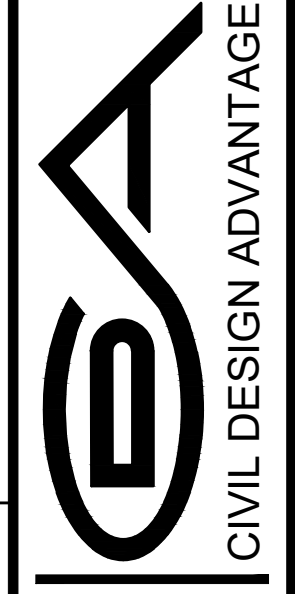


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SHEET INDEX

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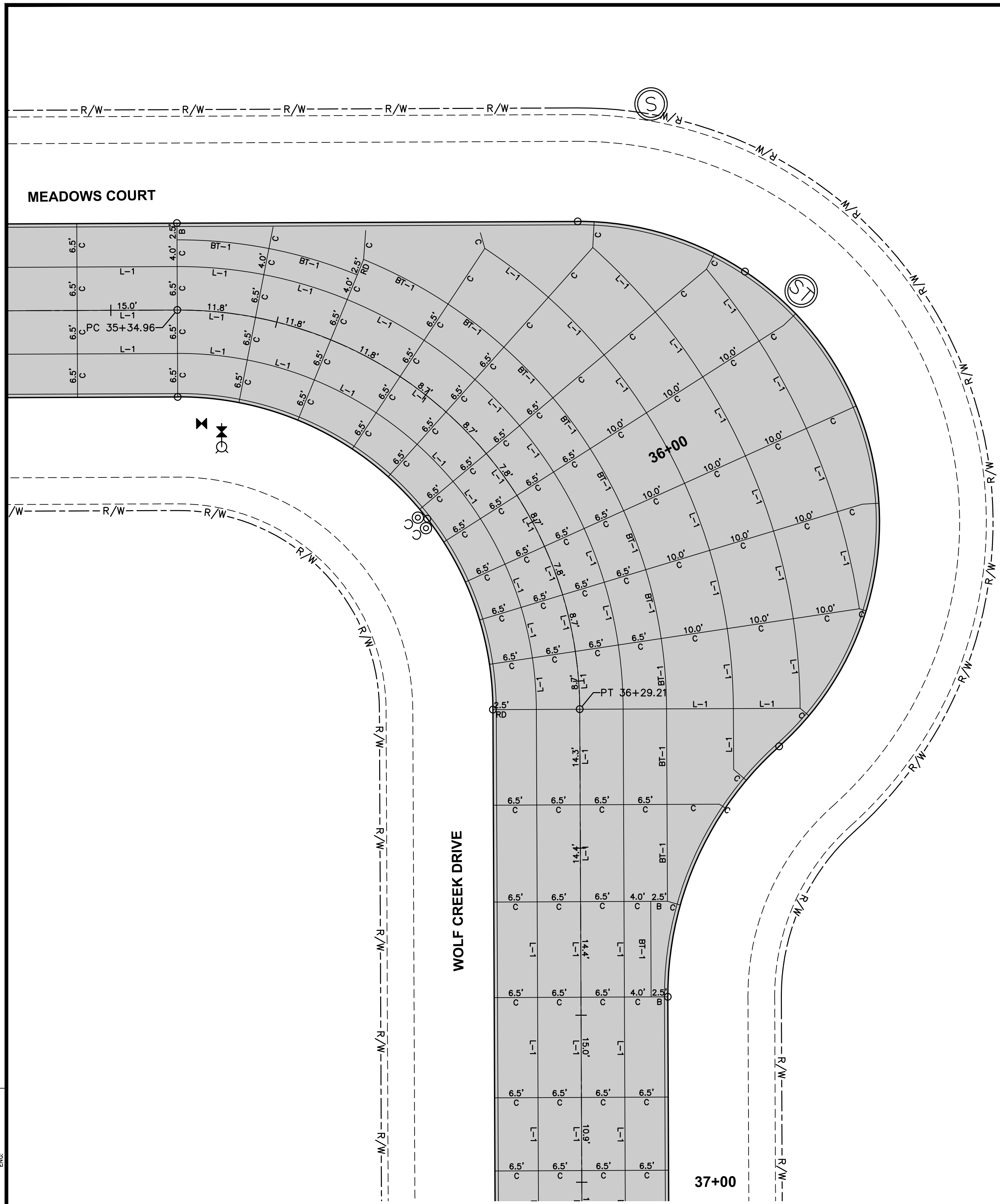
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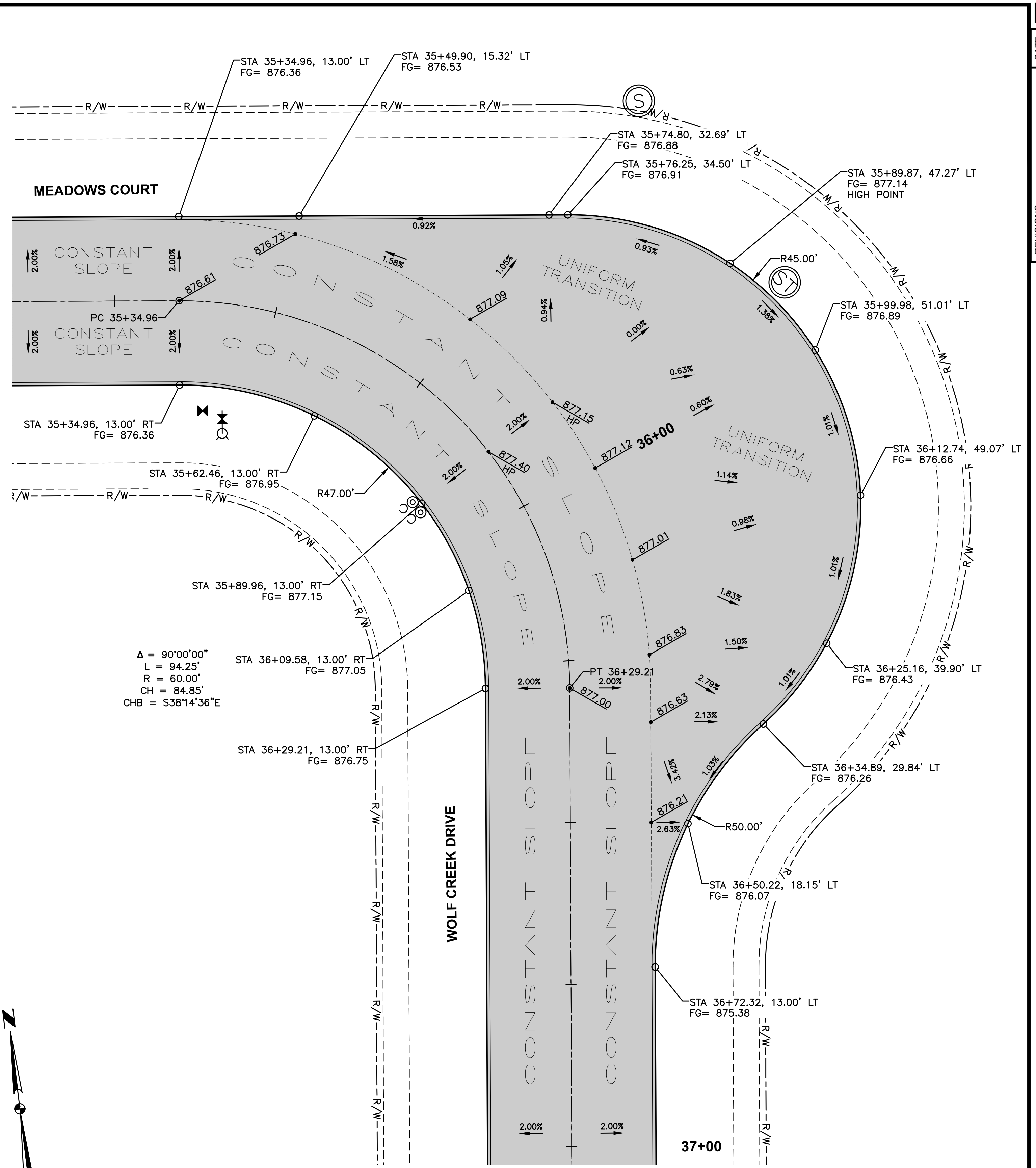
POLK CITY, IOWA

CREEKVIEW ESTATES - PLAT 2
WATER MAIN PLAN AND PROFILE

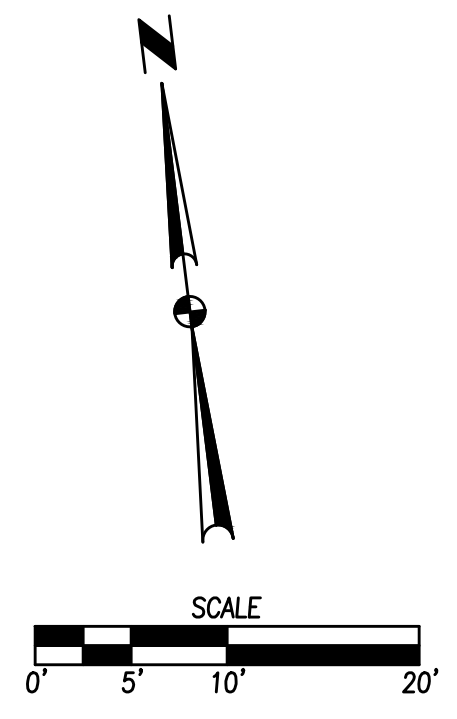
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JOINTING LAYOUT



GEOMETRICS AND STAKING LAYOUT



- NOTES:
- ELEVATIONS SHOWN ARE TOP OF SLAB AND/OR FORM GRADE.
 - REFER TO FIGURE 6010.514 FOR GRATE INTAKE BOXOUT FOR PCC PAVEMENT DETAILS.
 - CONTRACTOR TO SAW OUT A CLEAN EDGE ON EXISTING PAVEMENT AT ALL TIE-IN POINTS.

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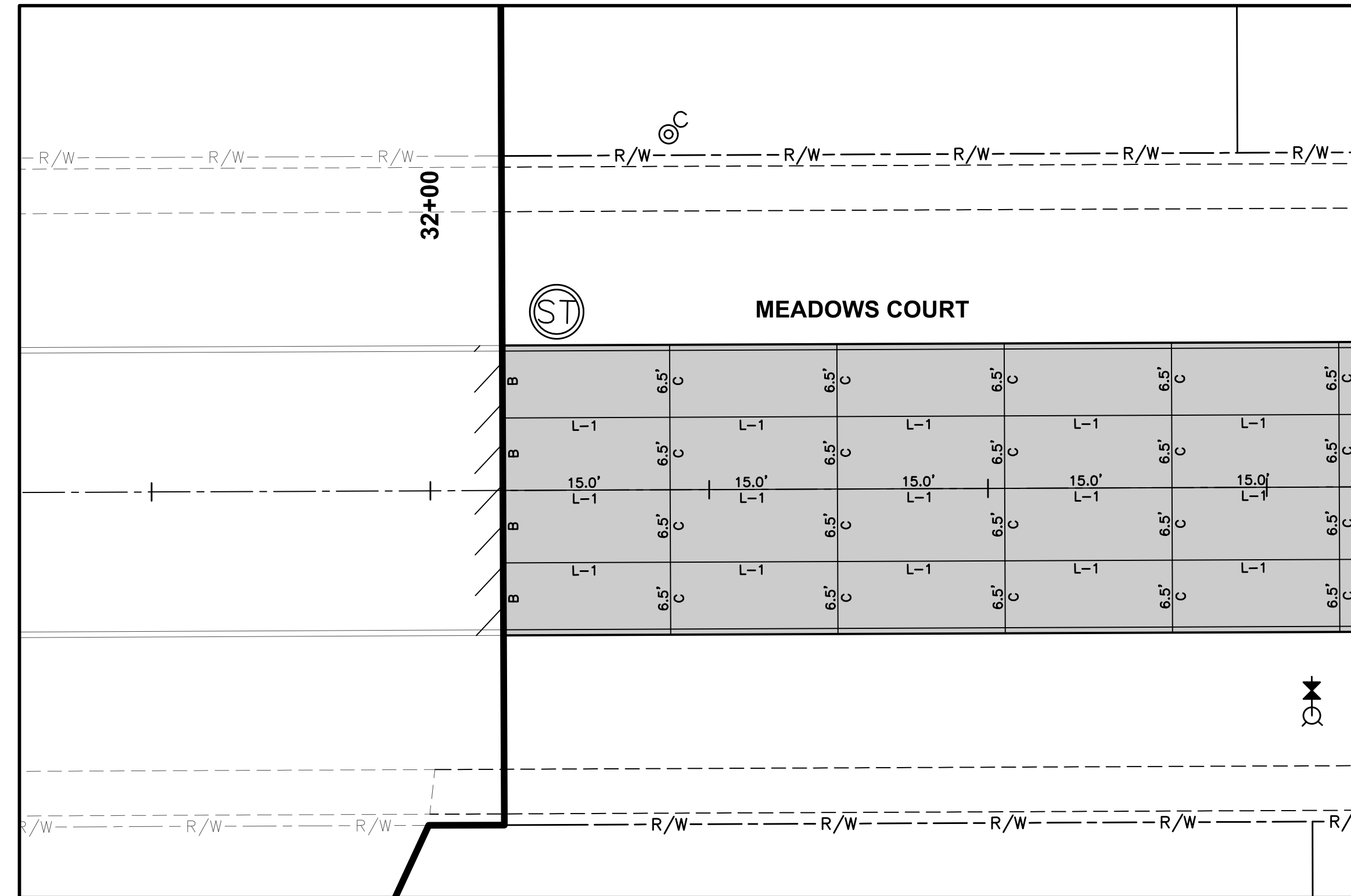
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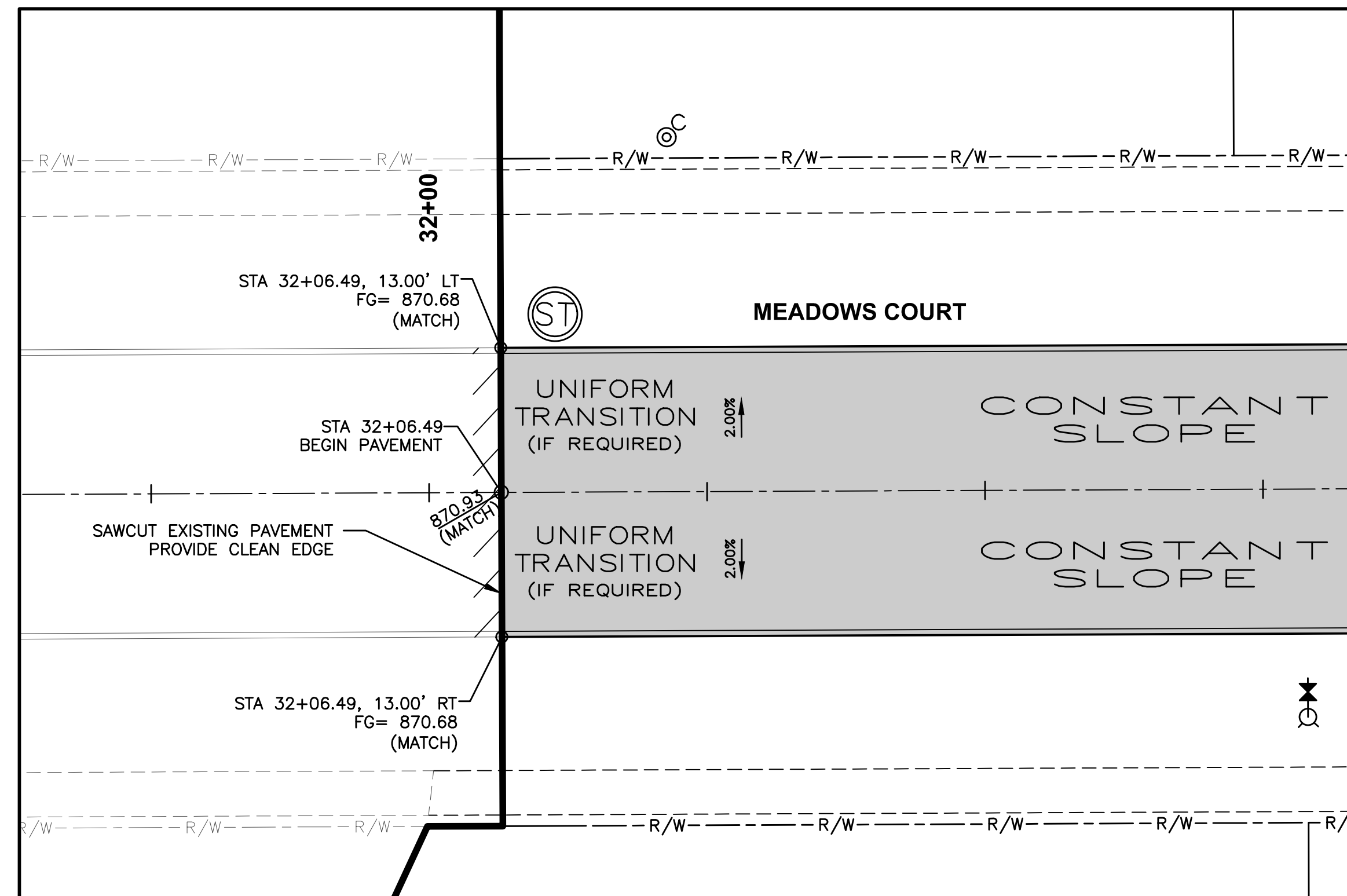
POLK CITY, IOWA

CREEKVIEW ESTATES - PLAT 2
INTERSECTION DETAILS

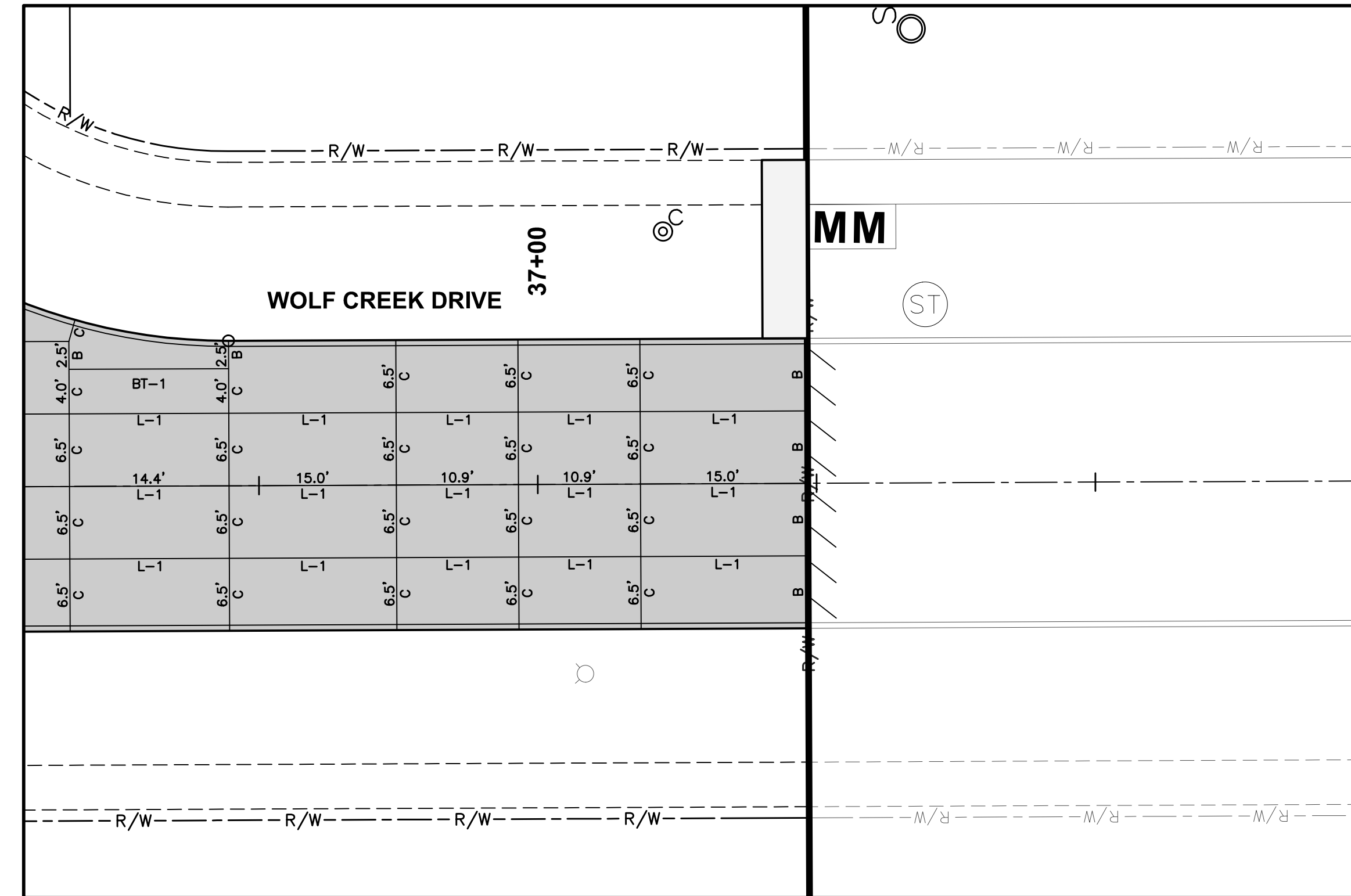
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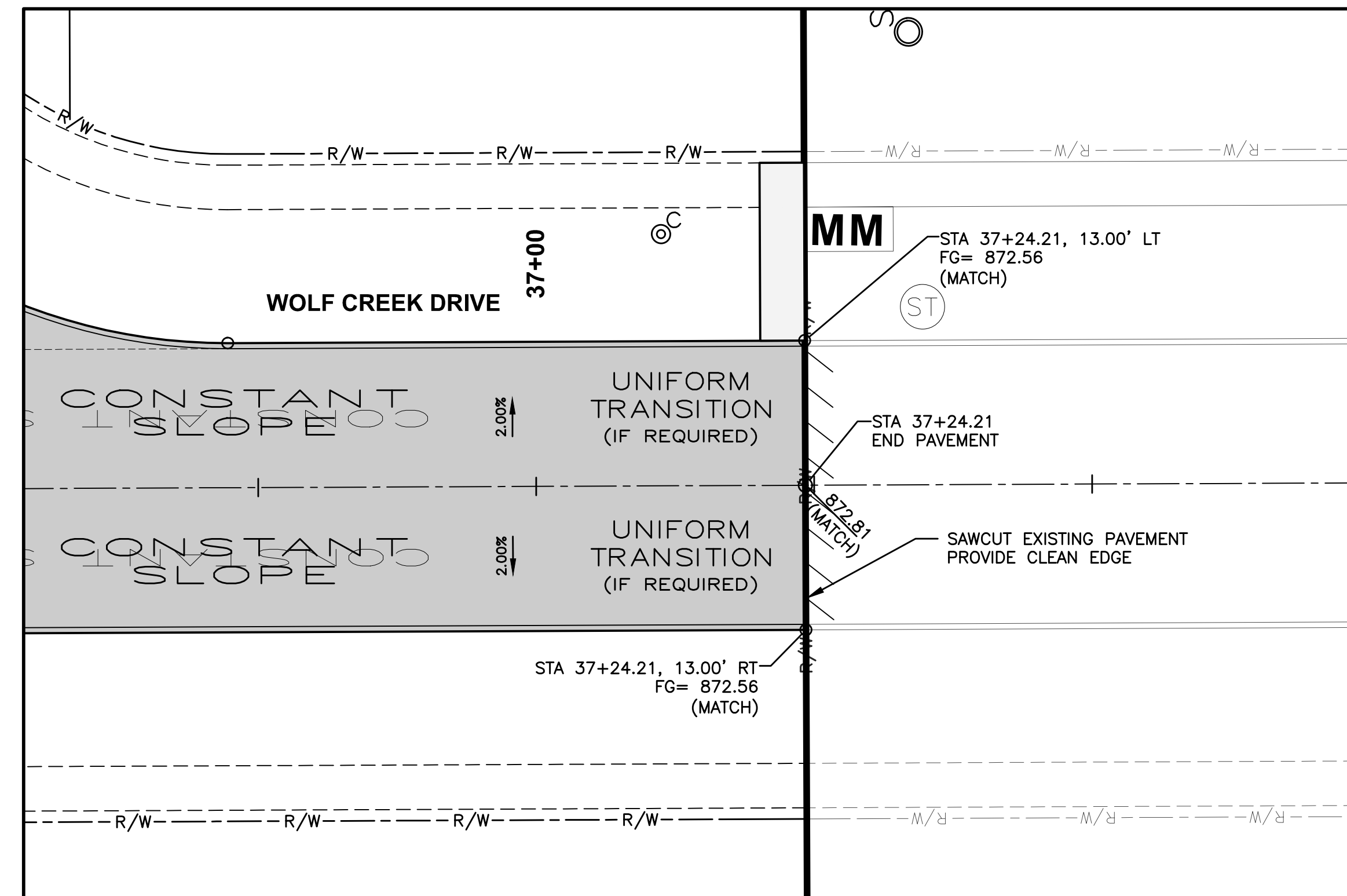
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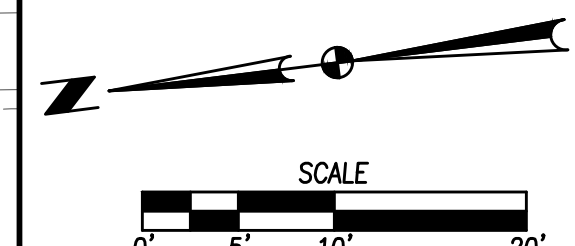
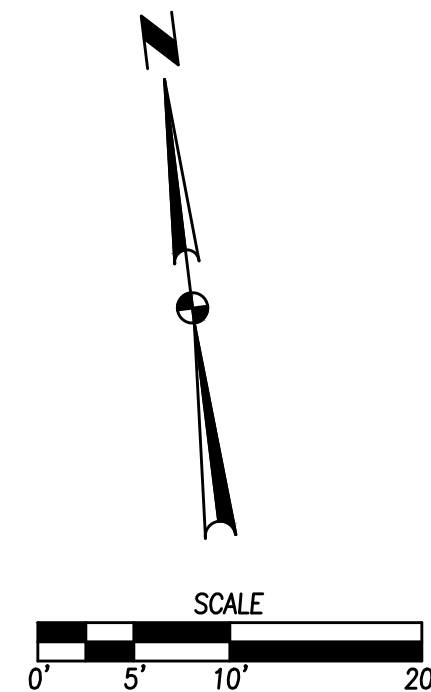
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CIVIL DESIGN ADVANTAGE
POLK CITY, IOWA

CREEKVIEW ESTATES - PLAT 2
INTERSECTION DETAILS

May 20, 2021

Honorable Mayor and City Council
City of Polk City
112 3rd Street
Polk City, Iowa 50226

RE: FOUR SEASONS POLK CITY PLAT 1
APPROVAL OF CONSTRUCTION DRAWINGS

Dear Honorable Mayor and City Council:

On behalf of MJR Developments, LLC, Shive-Hattery, Inc. has submitted the construction drawings for the above referenced plat. These plans represent the first phase of construction for this subdivision, which include 24 single-family lots. The plans include the construction of W. Aspen Ridge Circle, along with the associated sanitary sewers, storm sewers, water main and services.


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

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

We recommend approval of the construction drawings for Four Seasons Polk City Plat 1, provided the terms of the development agreement covering the developer's responsibility for cost sharing for off-site public improvements are mutually agreed upon by the City and developer prior to commencement of construction. We anticipate the Development Agreement will be approved prior to approval of the Final Plat for Four Seasons Polk City Plat 1. Kathleen Connor will be available at Monday night's City Council meeting if there are any questions regarding this project

Respectfully submitted,

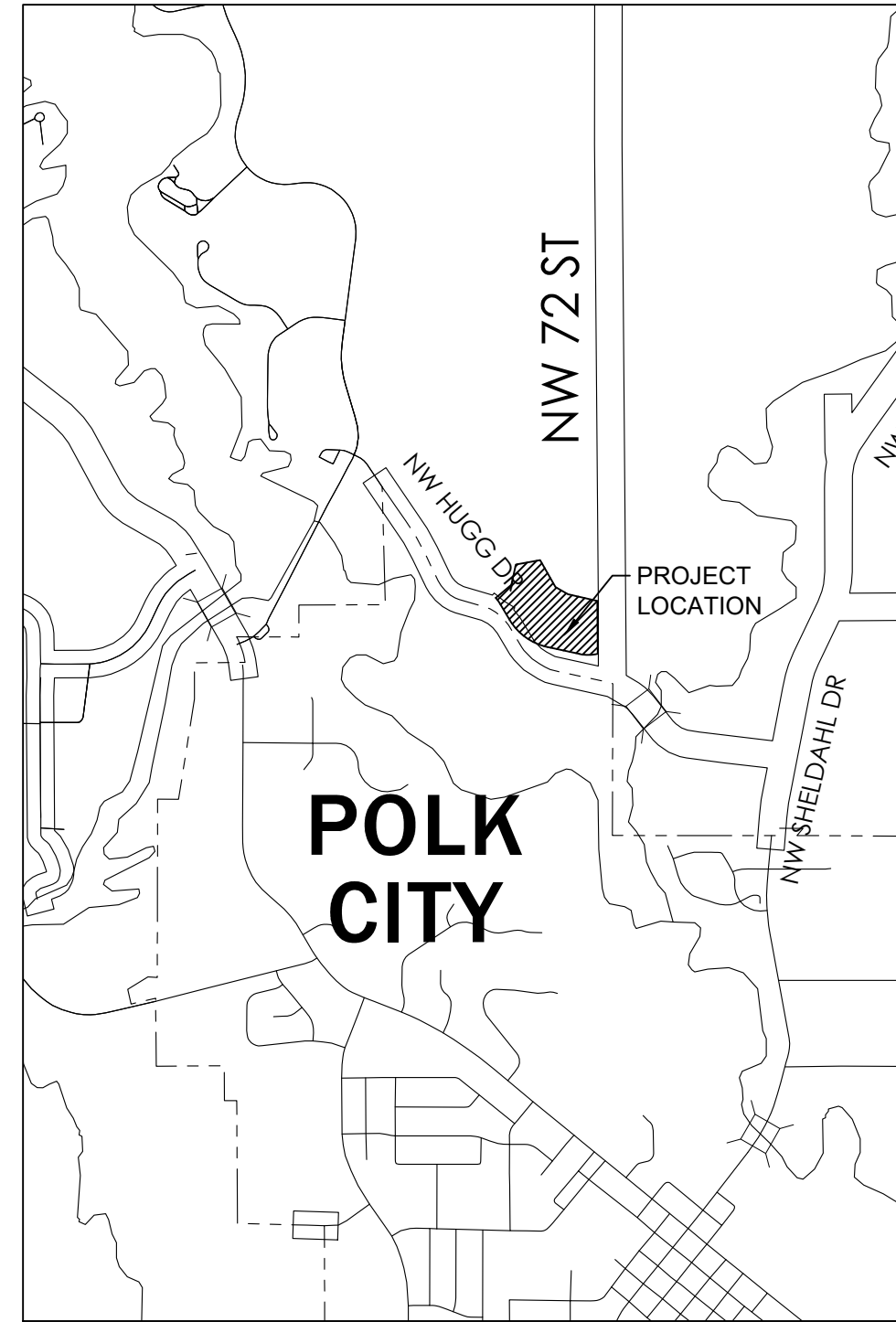
SNYDER & ASSOCIATES, INC.


John W. Haldeman, P.E.

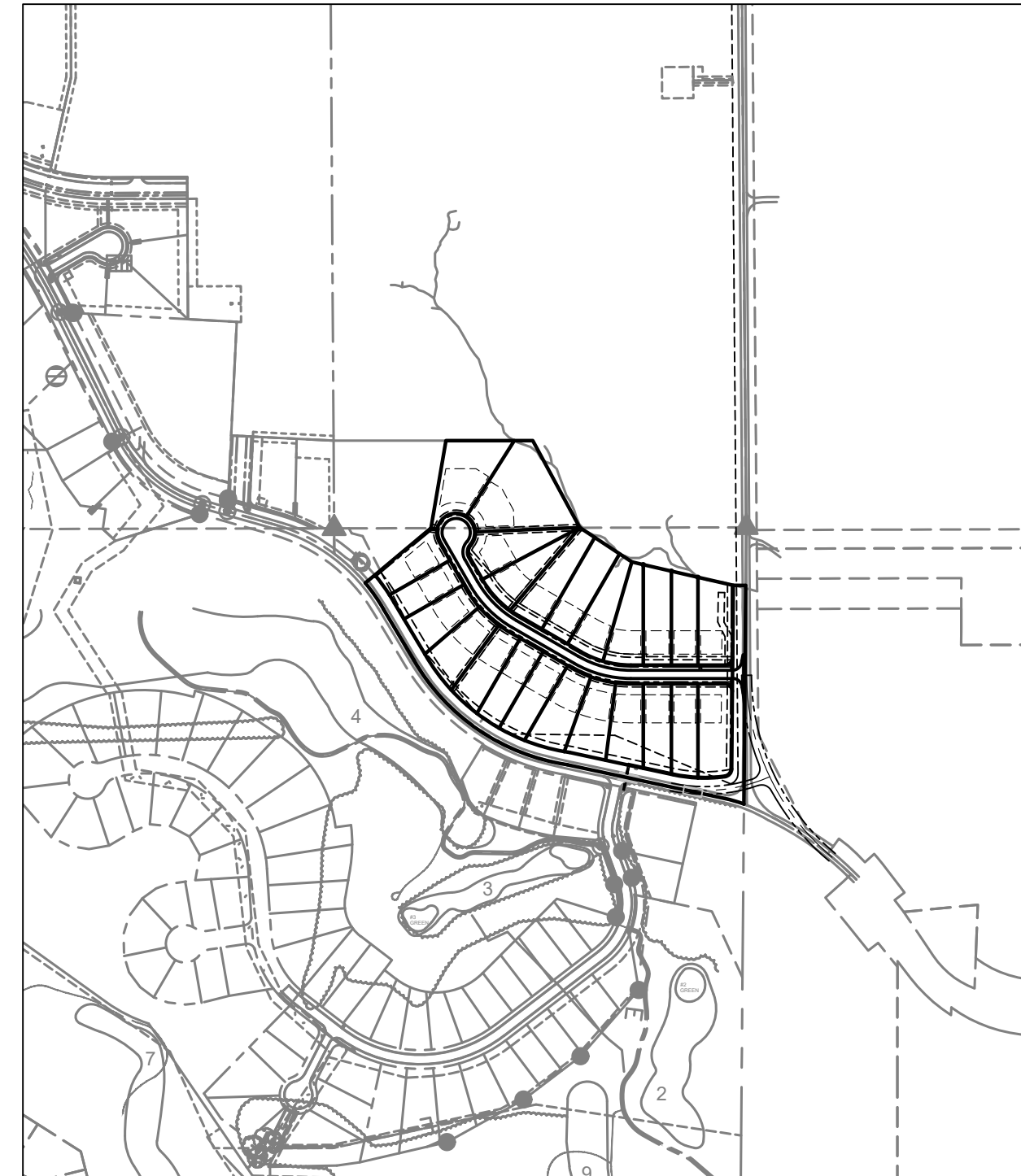
CC: Chelsea Huisman, City of Polk City
Mike Schulte, City of Polk City
Jarrod Ruckle, MJR Developments, LLC.
Chris R. Bauer, Shive-Hattery, Inc.

FOUR SEASONS POLK CITY PLAT #1 PUBLIC IMPROVEMENTS

NW HUGG DRIVE, POLK CITY, IOWA



VICINITY MAP
1" = 2000'



PROJECT MAP
1" = 500'



DEVELOPER
MJR DEVELOPMENTS LLC
ATTN: JARROD RUCKLE
1425 NW HUGG DRIVE
POLK CITY, IOWA 50226
EMAIL: JARROD@MJRIOWA.COM
PHONE: 515-419-2462

PROPERTY OWNER
LEDGESTONE PROPERTIES, LLC
ATTN: JARROD RUCKLE
1425 NW HUGG DRIVE
POLK CITY, IOWA 50226
EMAIL: JARROD@MJRIOWA.COM
PHONE: 515-419-2462

BENCHMARKS
446.46' S OF NW CORNER OF PARCEL 'B', MAG NAIL AT PC OF CENTERLINE CURVE
ELEVATION = 934.93 (NAVD 88)

ENGINEER
SHIVE-HATTERY, INC.
ATTN: KELSEY SCALLON
4125 WESTOWN PARKWAY, SUITE 100
WEST DES MOINES, IA 50266
EMAIL: KSCALLON@SHIVE-HATTERY.COM
PHONE: 515-223-8104

LEGEND:

EXISTING	DESCRIPTION	PROPOSED
	STORM STRUCTURES	
	FLARED END SECTION STORM SEWER	
	STORM SERVICE	
	SANITARY MANHOLE	
	SANITARY SEWER	
	SANITARY SERVICE	
	WATER MAIN	
	WATER SERVICE	
	WATER VALVE	
	FIRE HYDRANT ASSEMBLY	
	OVERHEAD ELECTRIC	
	PROPERTY LINE	
	EASEMENT LINE	
	MAJOR CONTOUR	
	MINOR CONTOUR	
	BASE FLOOD ELEVATION	
	MINIMUM OPENING ELEVATION	

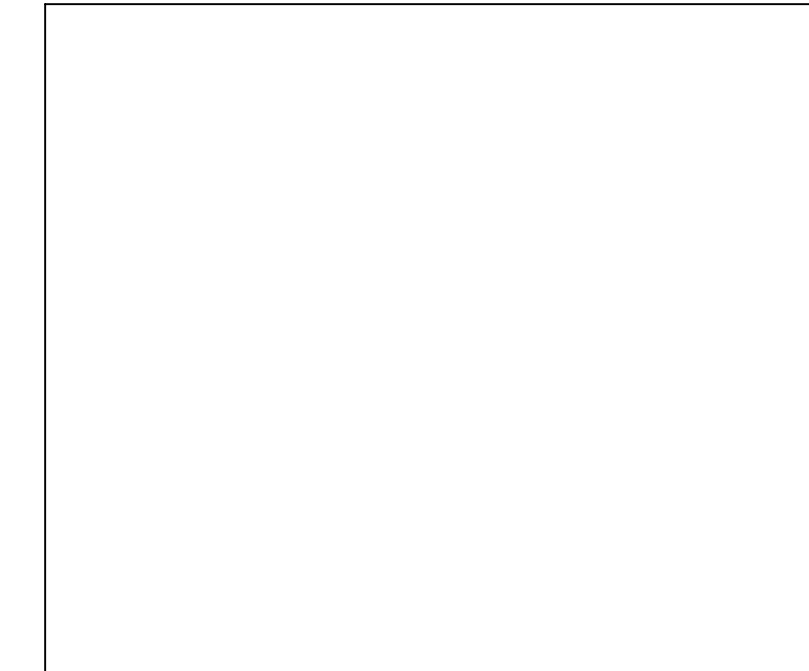
NO.	REVISION	DATE
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2	CITY SUBMITTAL #2	4/16/21
3	CITY SUBMITTAL #3	4/30/21
4	CITY SUBMITTAL #4	5/13/21

NOTE:
ALL REQUIRED TEMPORARY CONSTRUCTION EASEMENTS, AND PERMANENT UTILITY EASEMENTS SHALL BE PROVIDED TO THE CITY PRIOR TO THE CONSTRUCTION OF SAID PUBLIC IMPROVEMENTS.

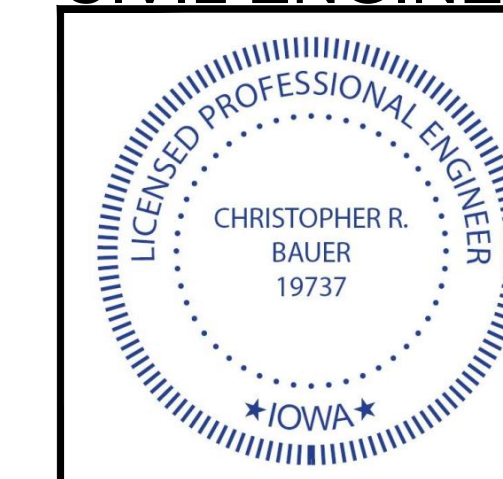
Sheet List Table

Sheet Number	Sheet Title
C000	COVER SHEET
C001	GENERAL INFORMATION
C002	TYPICAL SECTIONS
C100	OVERALL PLAN
C101	ROADWAY PLAN AND PROFILE
C102	ROADWAY PLAN AND PROFILE
C103	ROADWAY PLAN AND PROFILE
C121	JOINTING PLAN
C122	JOINTING PLAN
C123	JOINTING PLAN
C124	JOINTING PLAN
C201	GRADING PLAN
C250	EROSION AND SEDIMENT CONTROL PLAN - PRE-DURING- CONSTRUCTION
C251	EROSION AND SEDIMENT CONTROL PLAN - POST- CONSTRUCTION
C252	EROSION AND SEDIMENT CONTROL NOTES AND DETAILS
C301	SANITARY PLAN AND PROFILE
C302	SANITARY PLAN AND PROFILE
C303	SANITARY PLAN AND PROFILE
C304	SANITARY PLAN AND PROFILE
C305	SANITARY PLAN AND PROFILE
C306	STORM PLAN AND PROFILE
C307	STORM PLAN AND PROFILE
C308	STORM PLAN AND PROFILE
C309	STORM PLAN AND PROFILE
C310	STORM PLAN AND PROFILE
C311	STORM PLAN AND PROFILE
C312	WATER PLAN AND PROFILE
C313	WATER PLAN AND PROFILE
C314	WATER PLAN AND PROFILE
C315	WATER PLAN AND PROFILE
C316	WATER PLAN AND PROFILE
C501	CONSTRUCTION DETAILS
C502	CONSTRUCTION DETAILS
C601	TRAFFIC CONTROL
L101	LANDSCAPE PLAN

CITY APPROVAL



CIVIL ENGINEER



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT DESCRIBED BELOW 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.
Date: 05/20/2021
Signature: Christopher R. Bauer
Printed or typed name: CHRISTOPHER R. BAUER
License Number: 19737
My License Renewal Date is: DECEMBER 31, 2021
PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: ALL SHEETS

THE 2021 EDITION OF THE IOWA STATEWIDE URBAN DESIGN SPECIFICATIONS FOR PUBLIC IMPROVEMENTS SHALL APPLY TO ALL WORK PERFORMED ON THIS PROJECT EXCEPT AS MODIFIED HEREIN.

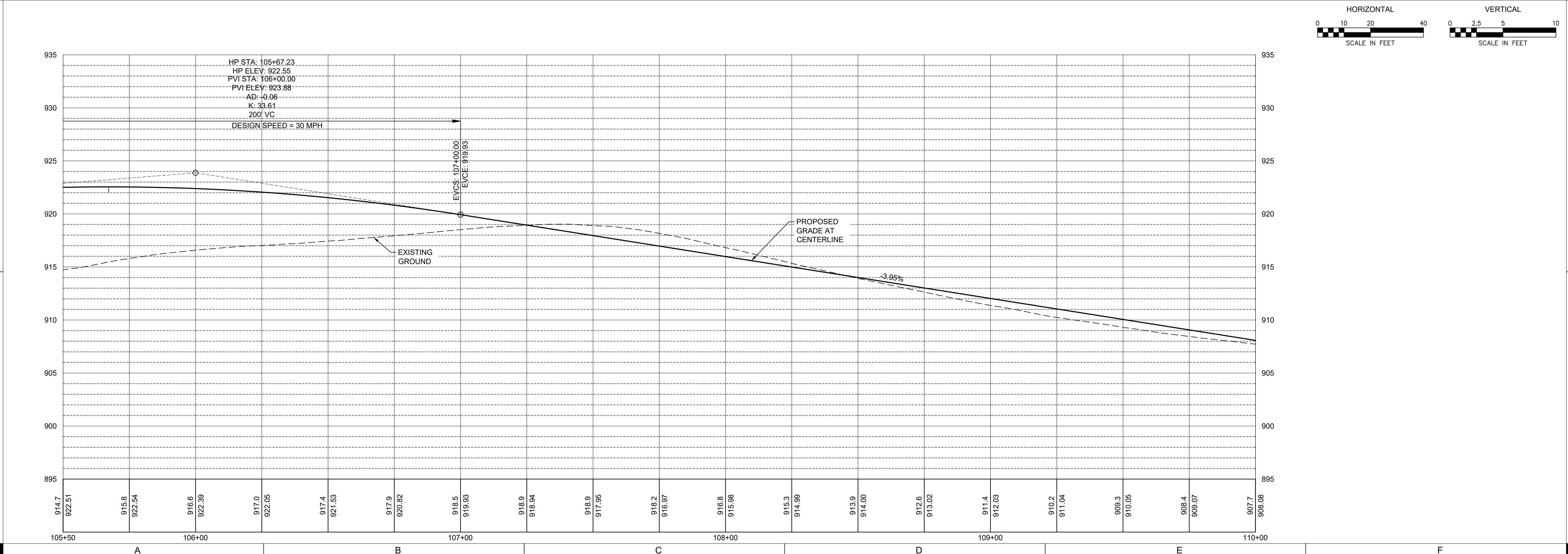
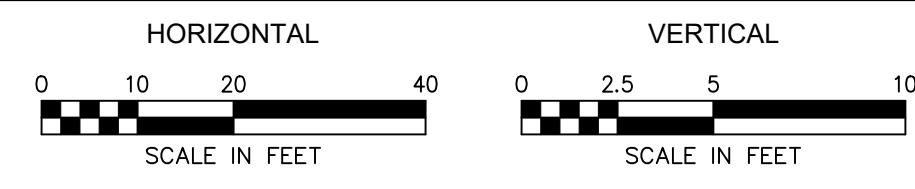
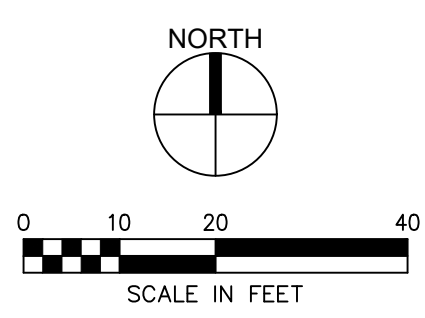
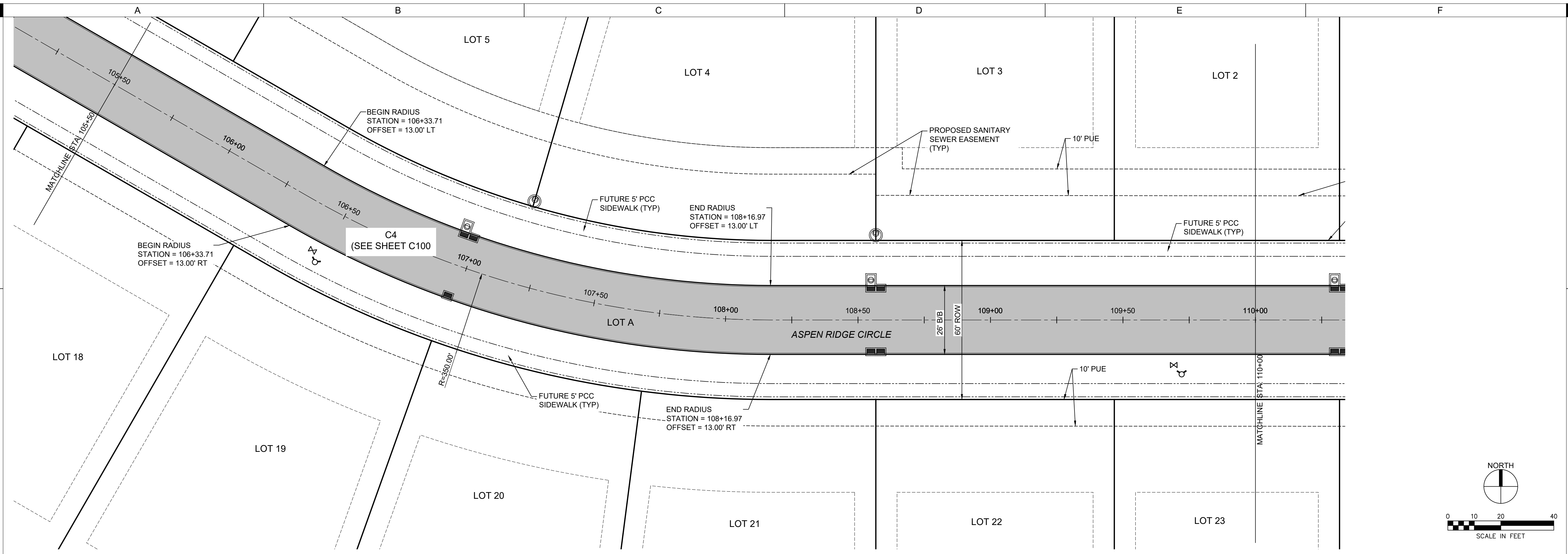
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SHIVEHATTERY
ARCHITECTURE + ENGINEERING
4125 Westown Pkwy, Suite 100 | West Des Moines, Iowa 50266
515.223.8104 | www.shive-hattery.com
Iowa | Illinois | Indiana | Nebraska

**FOUR SEASONS POLK CITY
PLAT #1**
MJR DEVELOPMENTS LLC
POLK CITY, IOWA

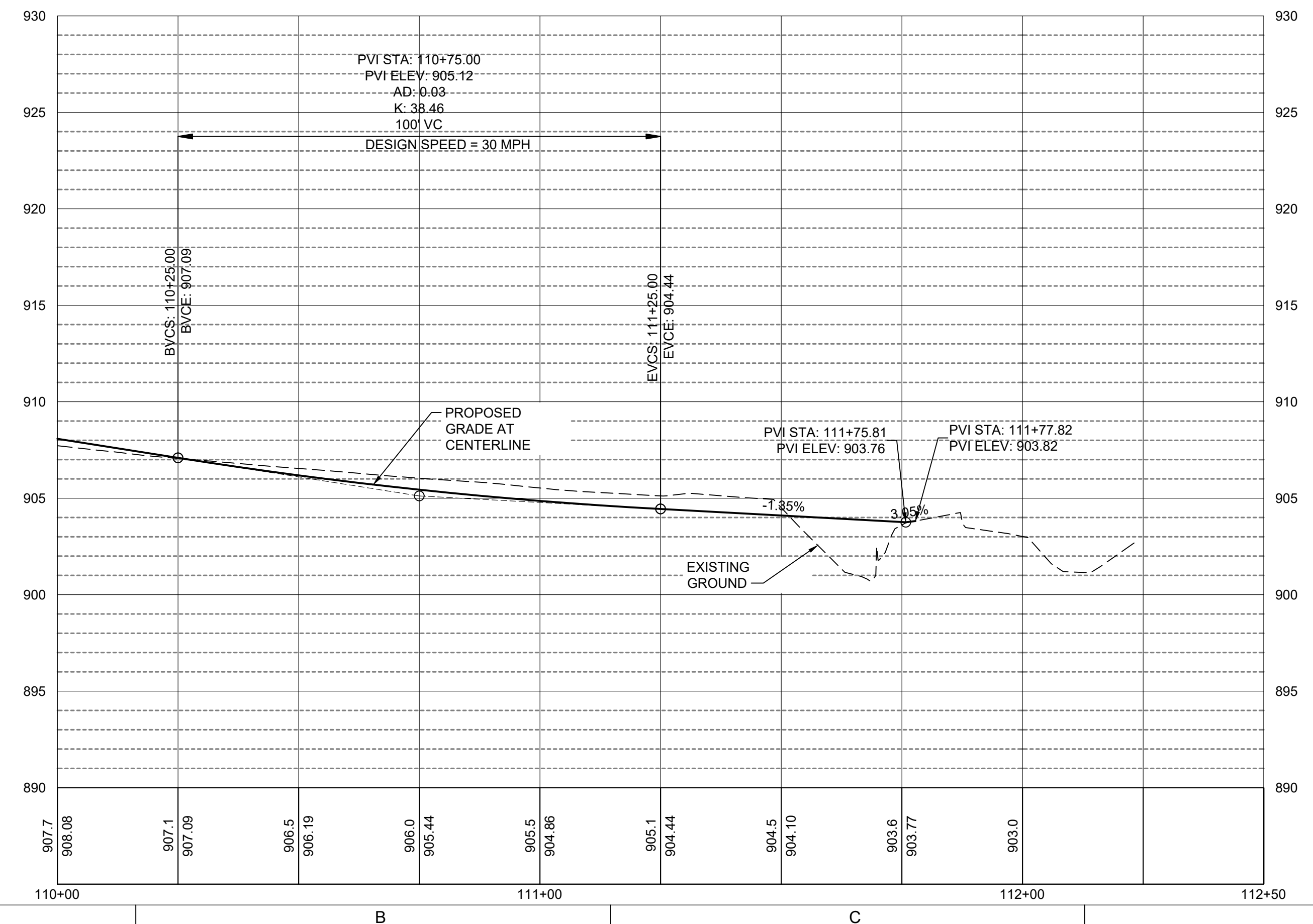
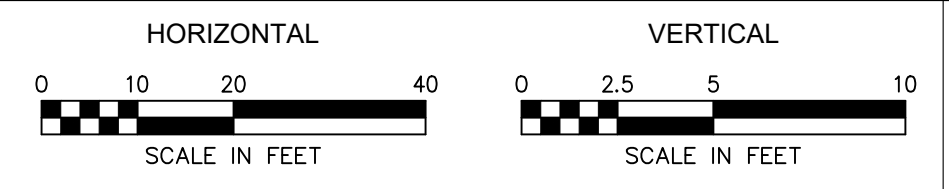
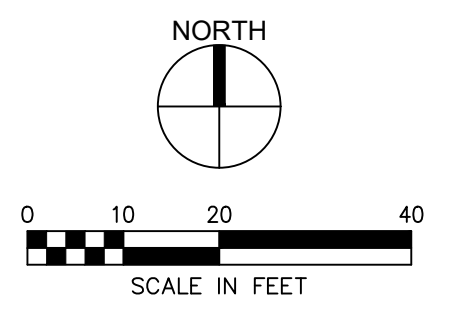
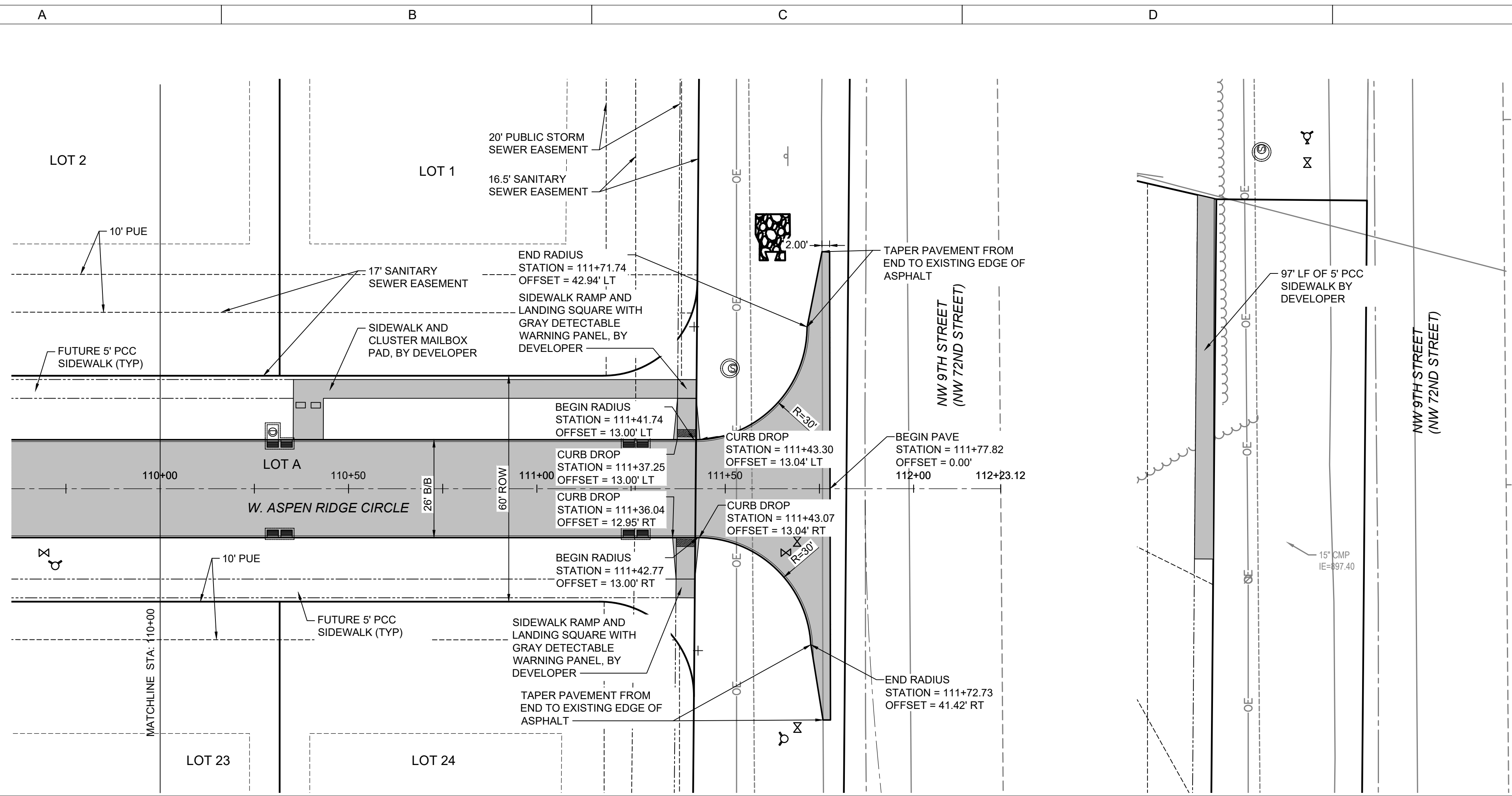
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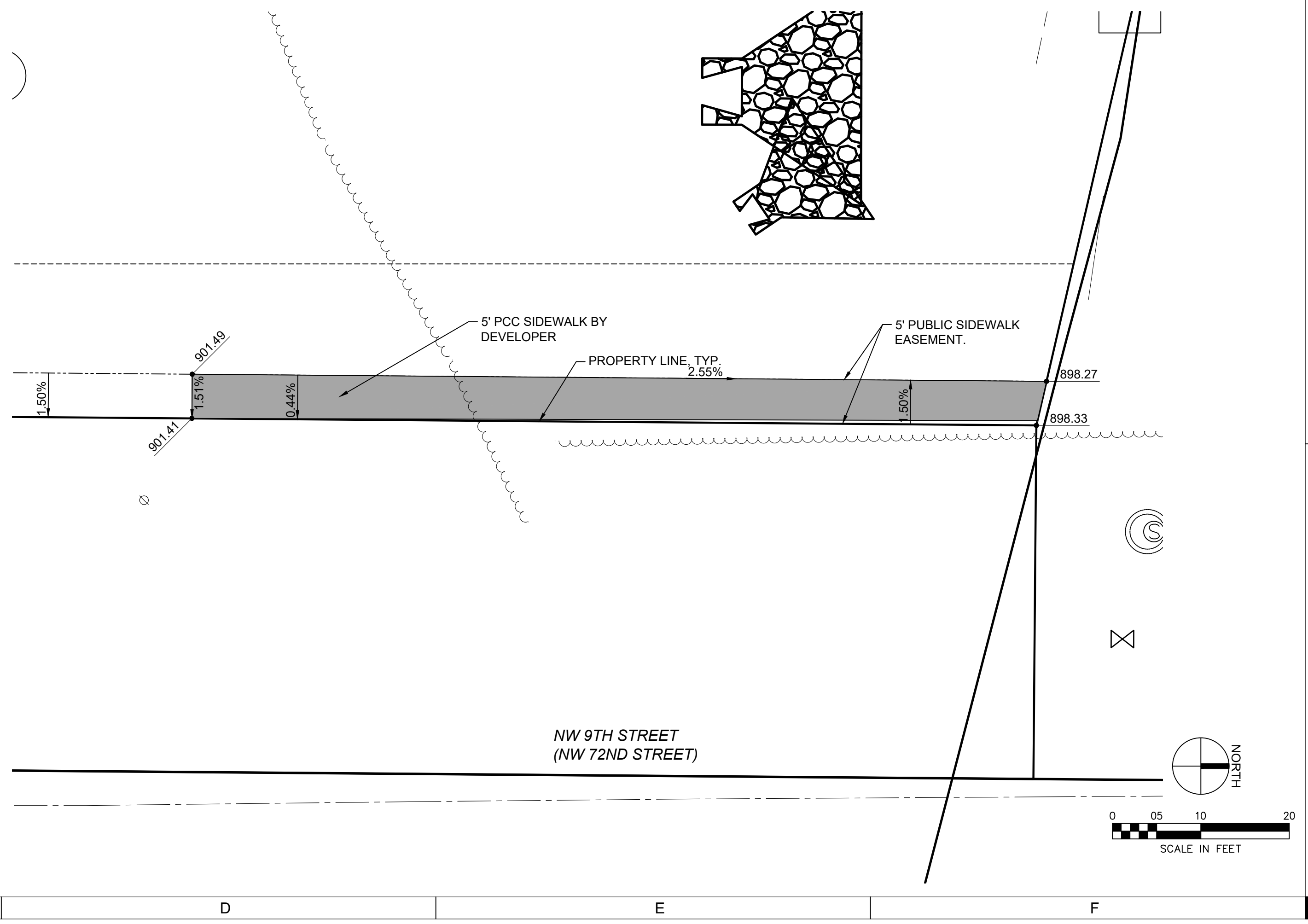
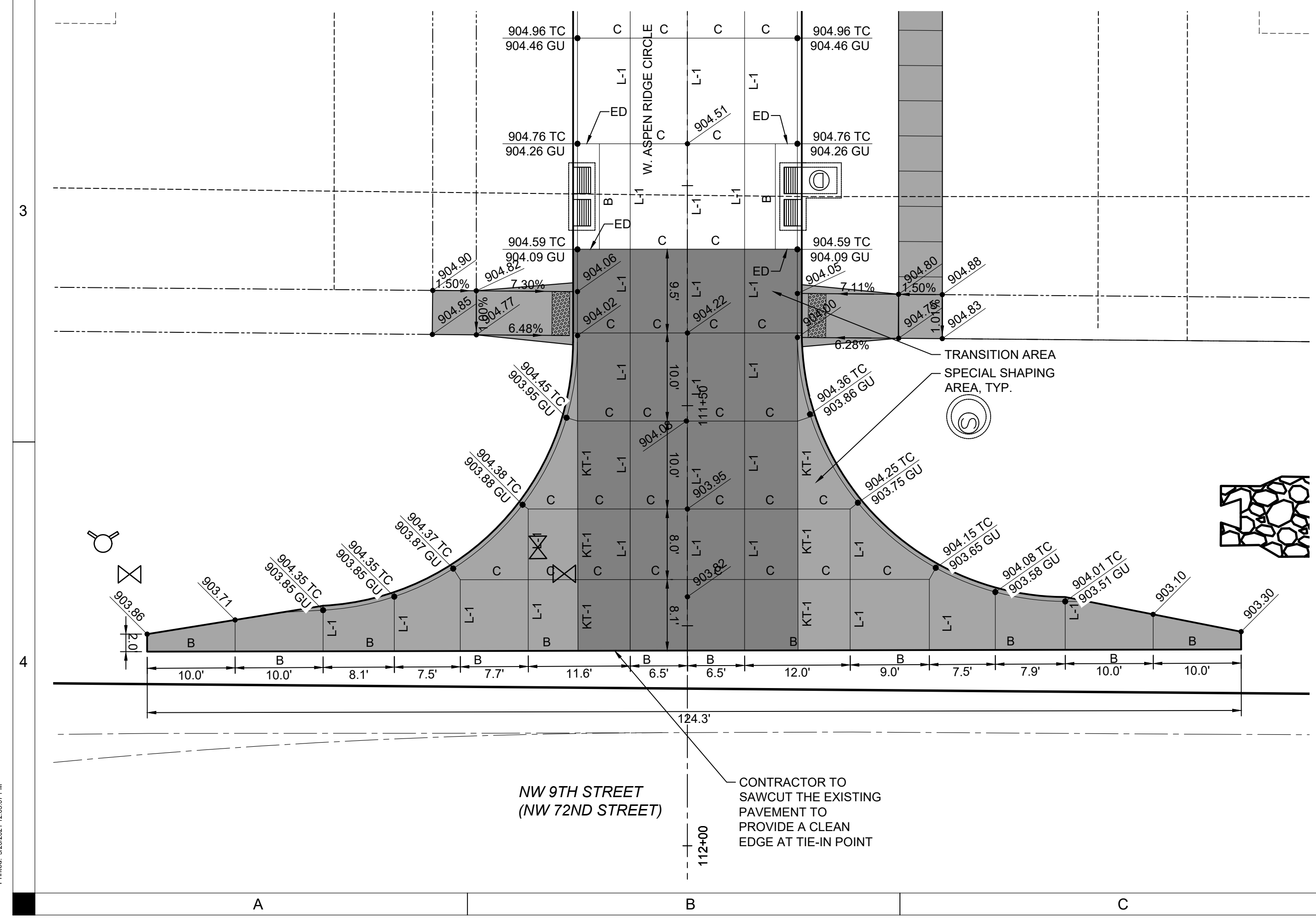
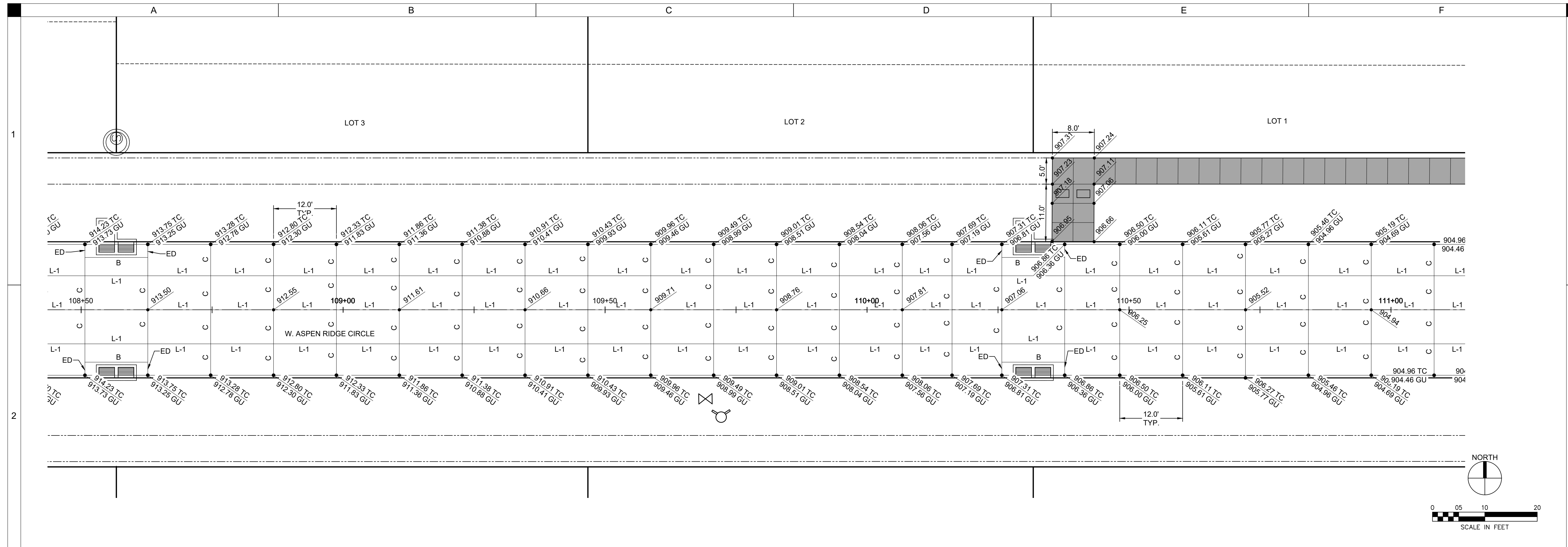
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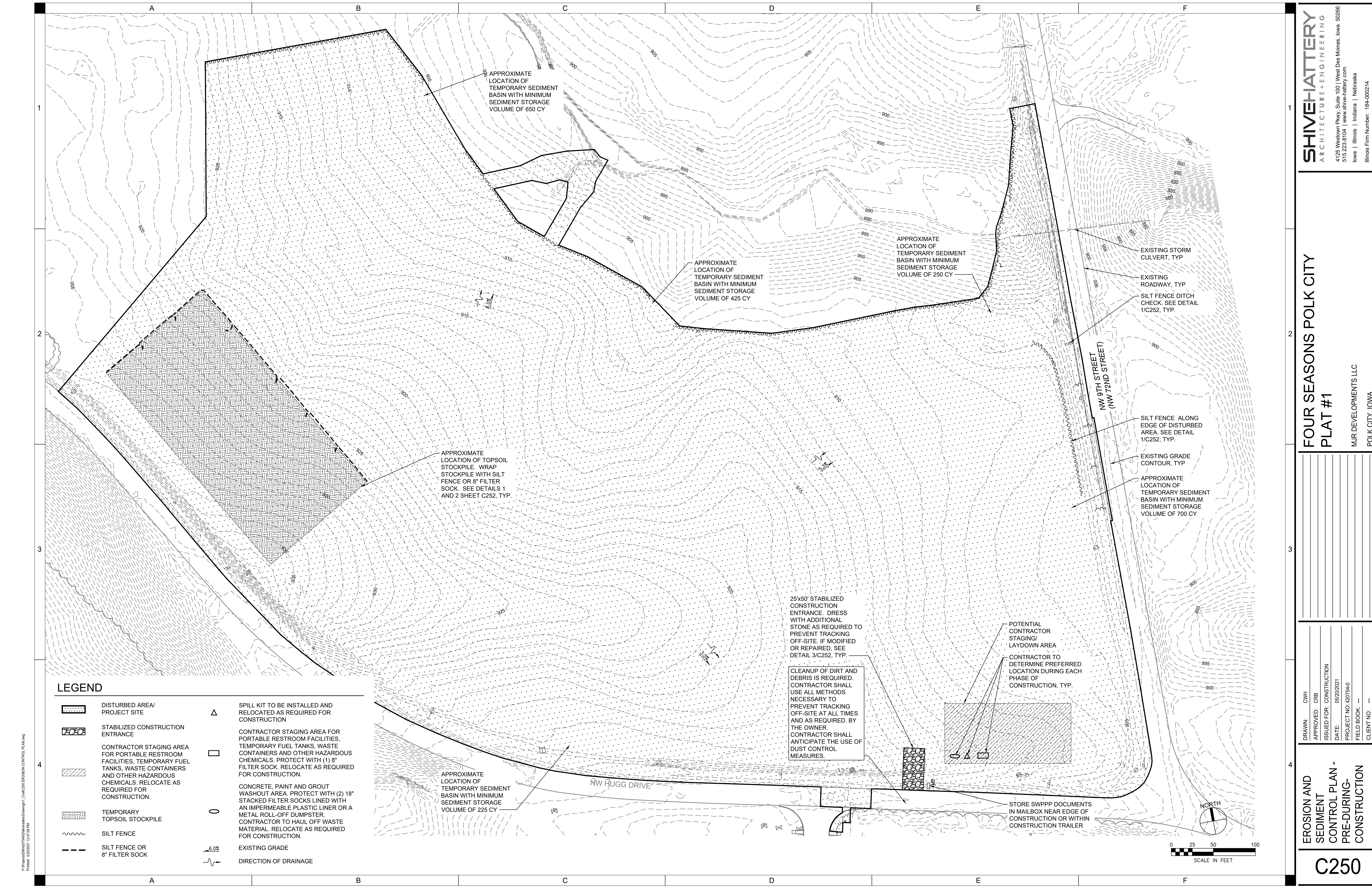


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JOINTING PLAN

C123



APPROXIMATE LOCATION OF TEMPORARY SEDIMENT BASIN WITH MINIMUM SEDIMENT STORAGE VOLUME OF 650 CY

APPROXIMATE LOCATION OF TEMPORARY SEDIMENT BASIN WITH MINIMUM SEDIMENT STORAGE VOLUME OF 425 CY

APPROXIMATE LOCATION OF TEMPORARY SEDIMENT BASIN WITH MINIMUM SEDIMENT STORAGE VOLUME OF 250 CY

APPROXIMATE LOCATION OF TOPSOIL STOCKPILE. WRAP STOCKPILE WITH SILT FENCE OR 8" FILTER SOCK. SEE DETAILS 1 AND 2 SHEET C252, TYP.

EXISTING STORM CULVERT, TYP
EXISTING ROADWAY, TYP
SILT FENCE DITCH CHECK. SEE DETAIL 1/C252, TYP.

SILT FENCE ALONG EDGE OF DISTURBED AREA. SEE DETAIL 1/C252, TYP.

EXISTING GRADE CONTOUR, TYP
APPROXIMATE LOCATION OF TEMPORARY SEDIMENT BASIN WITH MINIMUM SEDIMENT STORAGE VOLUME OF 700 CY

25'x50' STABILIZED CONSTRUCTION ENTRANCE. DRESS WITH ADDITIONAL STONE AS REQUIRED TO PREVENT TRACKING OFF-SITE. IF MODIFIED OR REPAIRED, SEE DETAIL 3/C252, TYP.

CLEANUP OF DIRT AND DEBRIS IS REQUIRED. CONTRACTOR SHALL USE ALL METHODS NECESSARY TO PREVENT TRACKING OFF-SITE AT ALL TIMES AND AS REQUIRED. BY THE OWNER. CONTRACTOR SHALL ANTICIPATE THE USE OF DUST CONTROL MEASURES.

POTENTIAL CONTRACTOR STAGING/ LAYDOWN AREA
CONTRACTOR TO DETERMINE PREFERRED LOCATION DURING EACH PHASE OF CONSTRUCTION, TYP.

STORE SWPPP DOCUMENTS IN MAILBOX NEAR EDGE OF CONSTRUCTION OR WITHIN CONSTRUCTION TRAILER

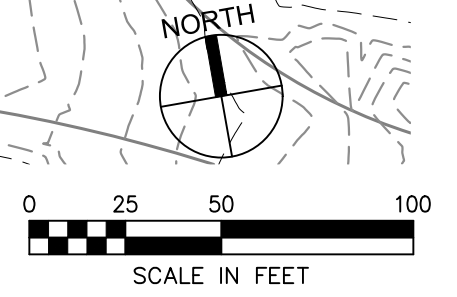
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NW HUGG DRIVE

NW 9TH STREET (NW 72ND STREET)

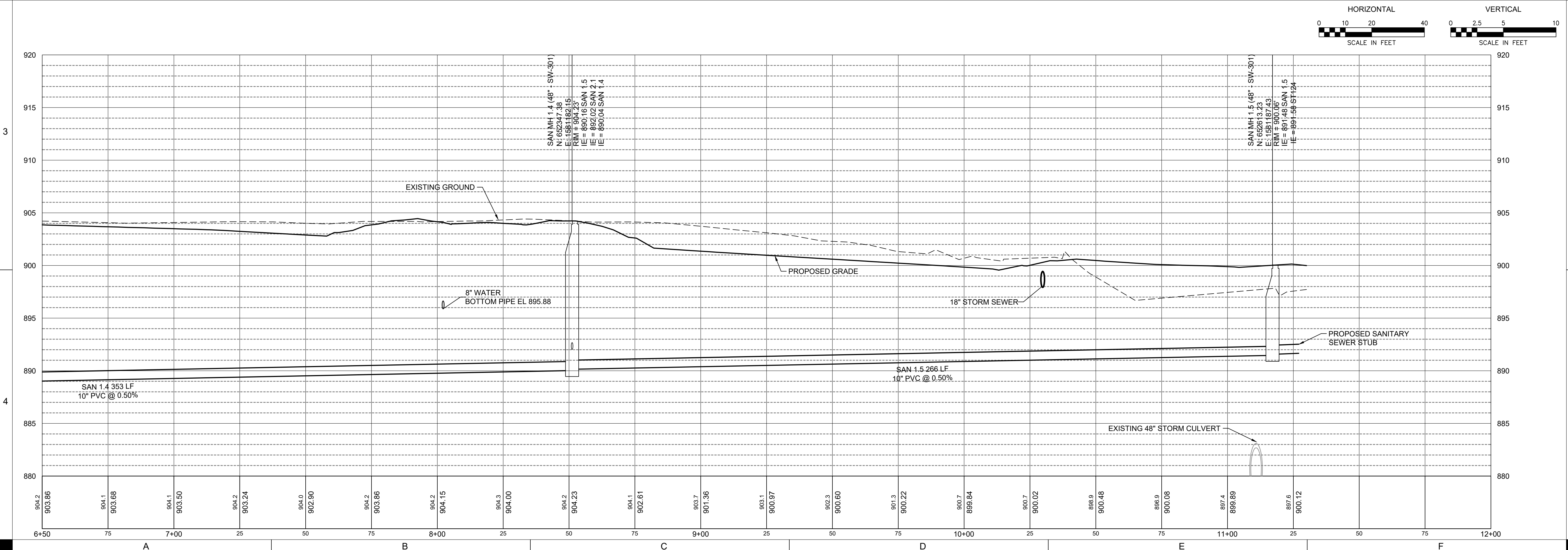
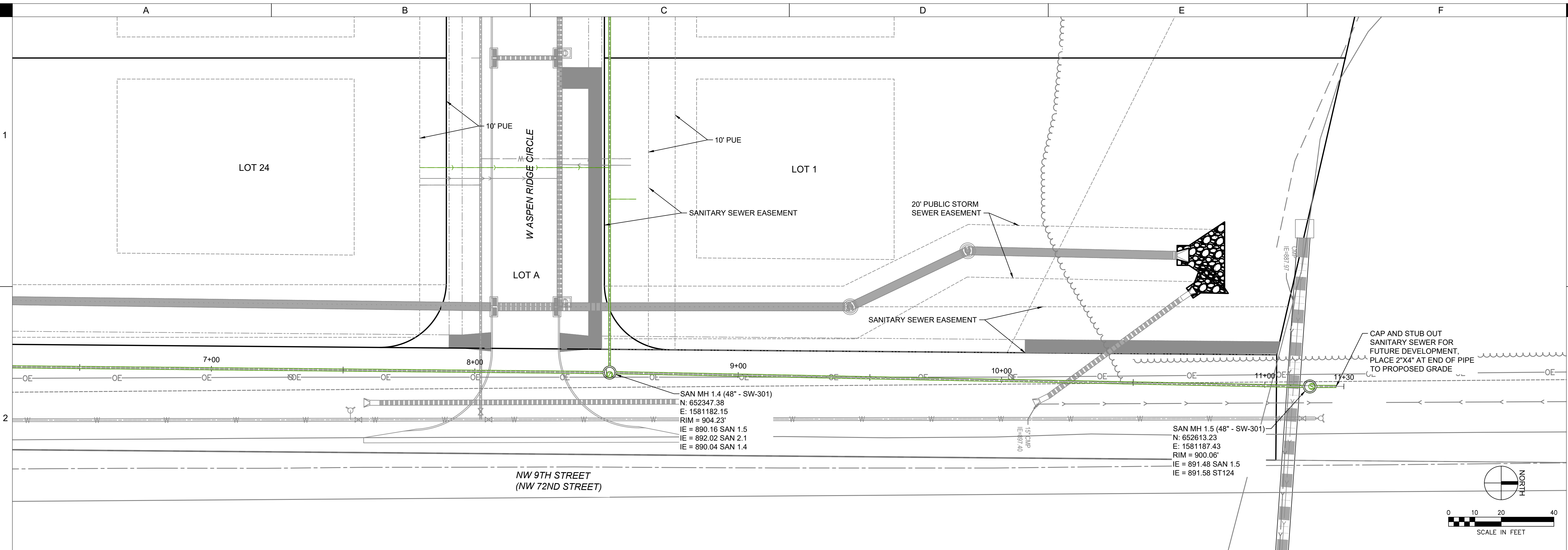
LEGEND

- | | | | |
|--|--|--|---|
| | DISTURBED AREA/ PROJECT SITE | | SPILL KIT TO BE INSTALLED AND RELOCATED AS REQUIRED FOR CONSTRUCTION |
| | STABILIZED CONSTRUCTION ENTRANCE | | CONTRACTOR STAGING AREA FOR PORTABLE RESTROOM FACILITIES, TEMPORARY FUEL TANKS, WASTE CONTAINERS AND OTHER HAZARDOUS CHEMICALS. PROTECT WITH (1) 8" FILTER SOCK. RELOCATE AS REQUIRED FOR CONSTRUCTION. |
| | CONTRACTOR STAGING AREA FOR PORTABLE RESTROOM FACILITIES, TEMPORARY FUEL TANKS, WASTE CONTAINERS AND OTHER HAZARDOUS CHEMICALS. RELOCATE AS REQUIRED FOR CONSTRUCTION. | | CONCRETE, PAINT AND GROUT WASHOUT AREA. PROTECT WITH (2) 18" STACKED FILTER SOCKS LINED WITH AN IMPERMEABLE PLASTIC LINER OR A METAL ROLL-OFF DUMPSTER. CONTRACTOR TO HAUL OFF WASTE MATERIAL. RELOCATE AS REQUIRED FOR CONSTRUCTION. |
| | TEMPORARY TOPSOIL STOCKPILE | | EXISTING GRADE |
| | SILT FENCE | | DIRECTION OF DRAINAGE |
| | SILT FENCE OR 8" FILTER SOCK | | |



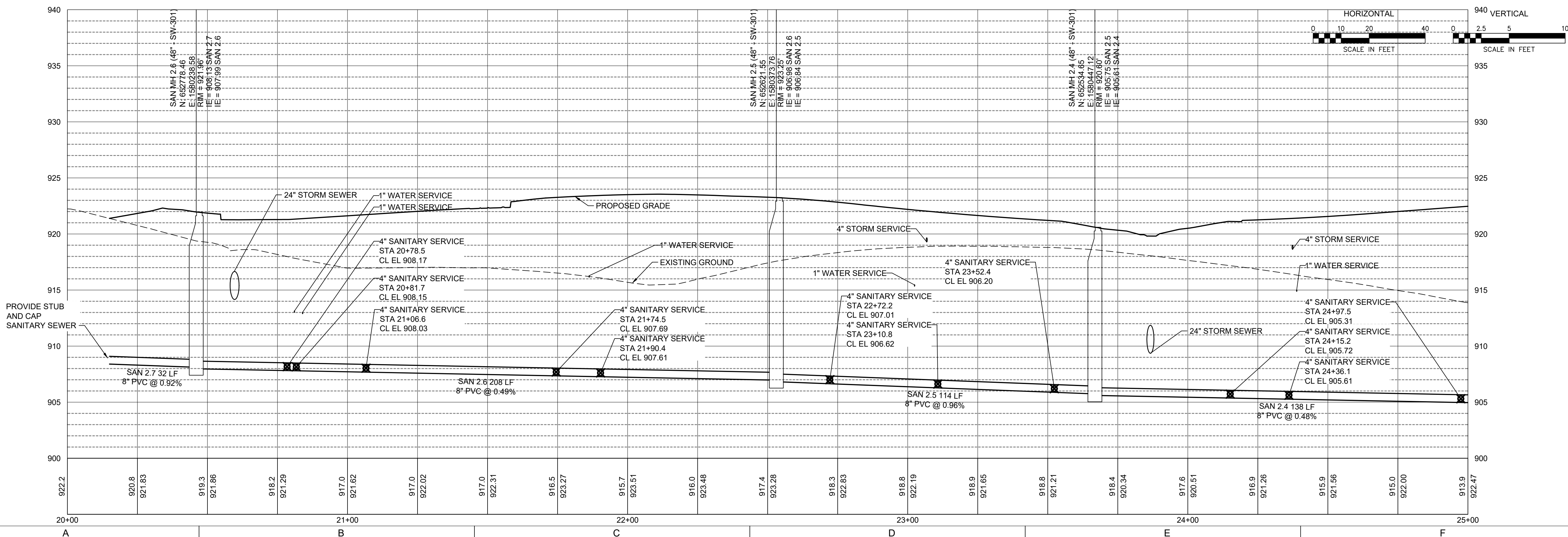
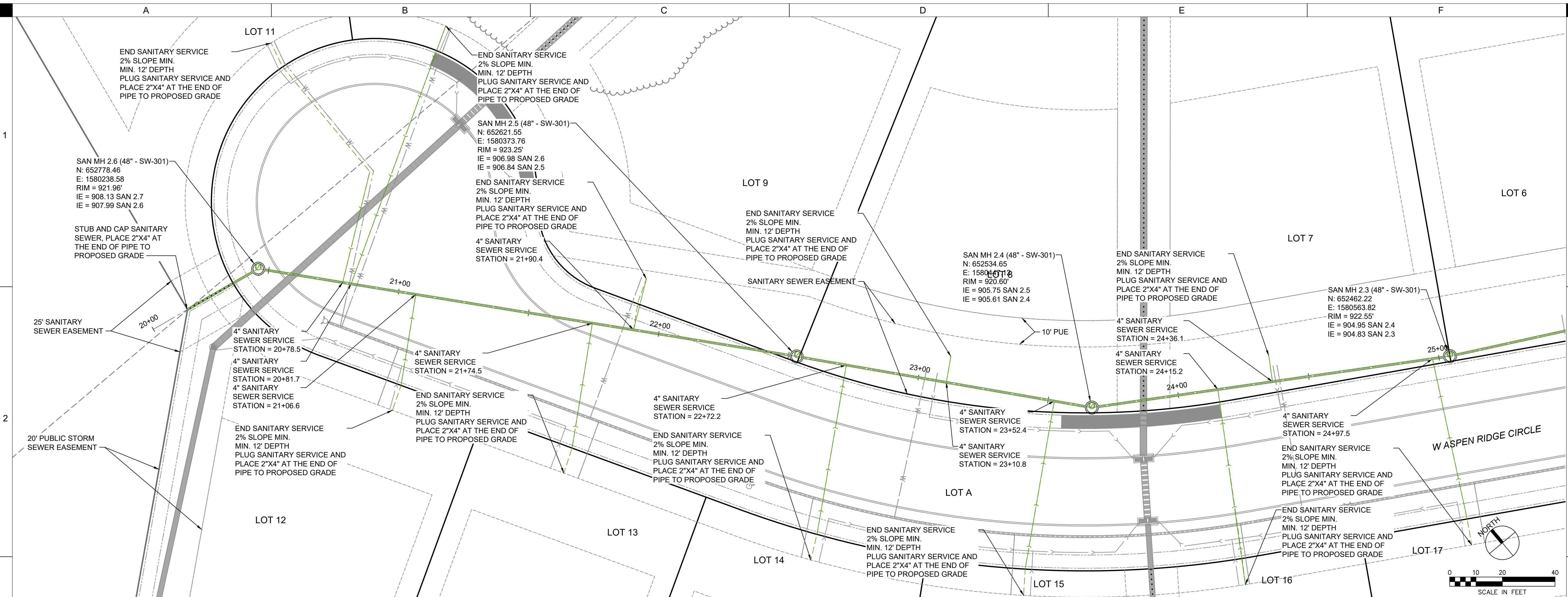
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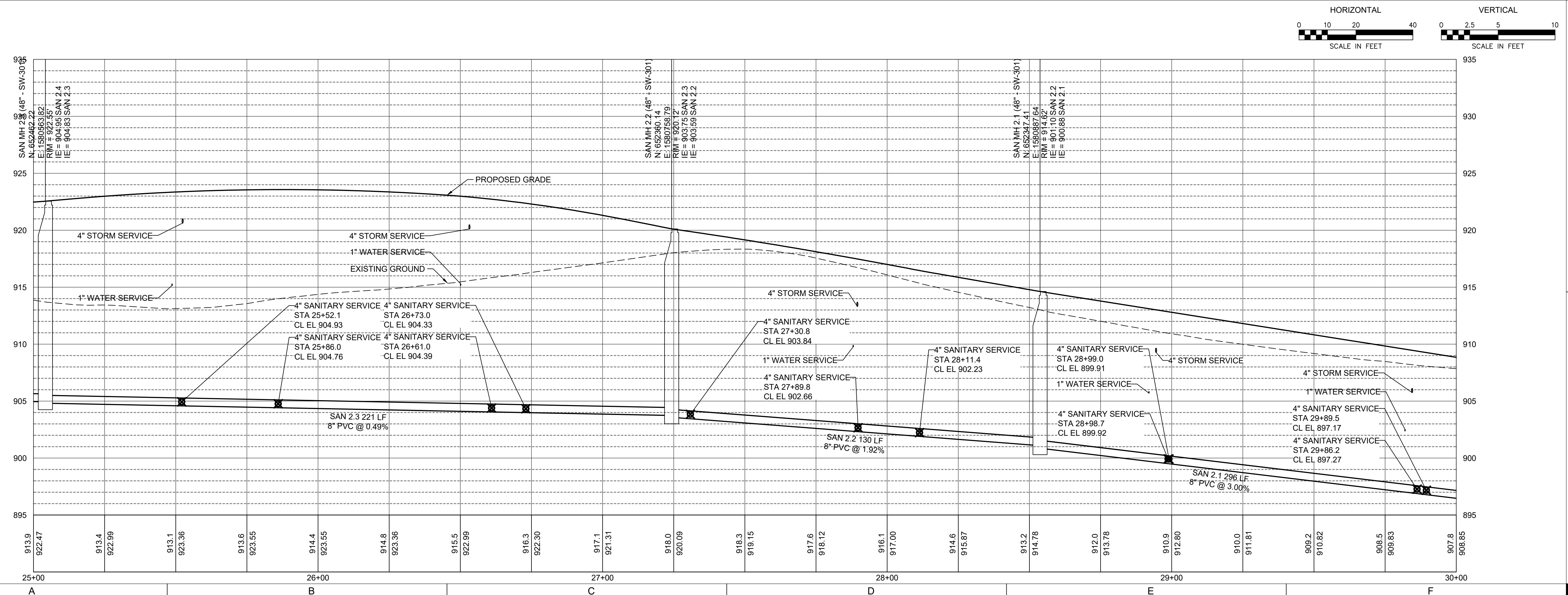
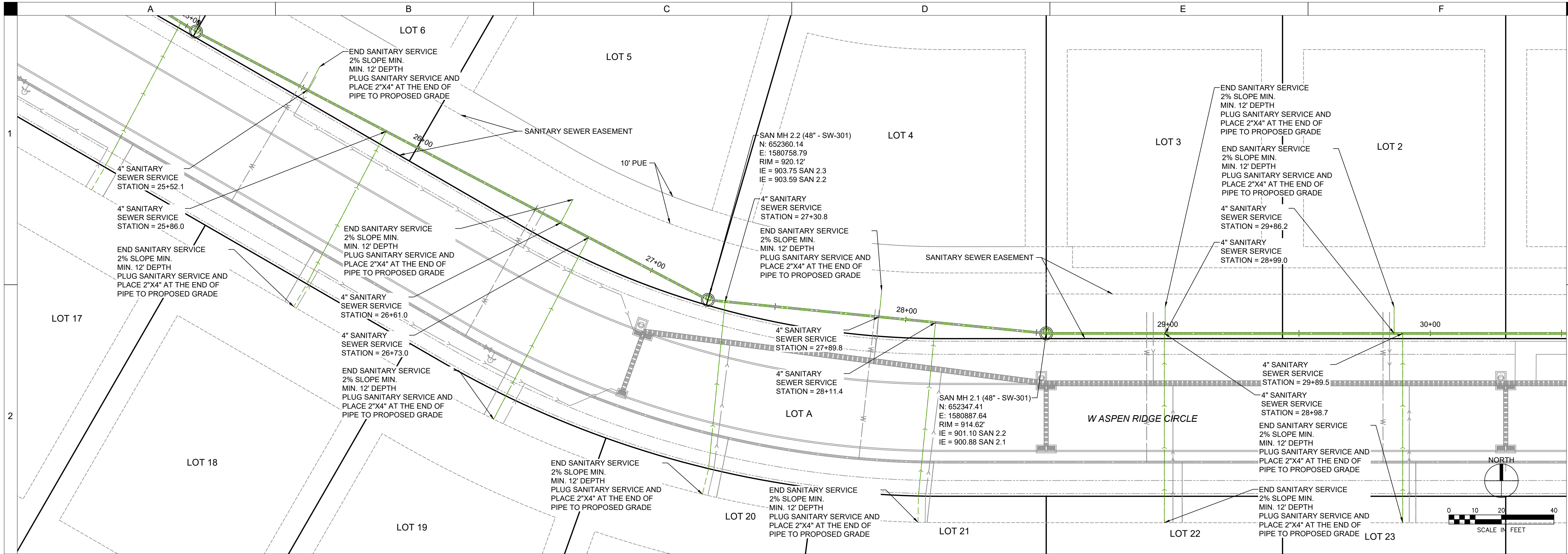
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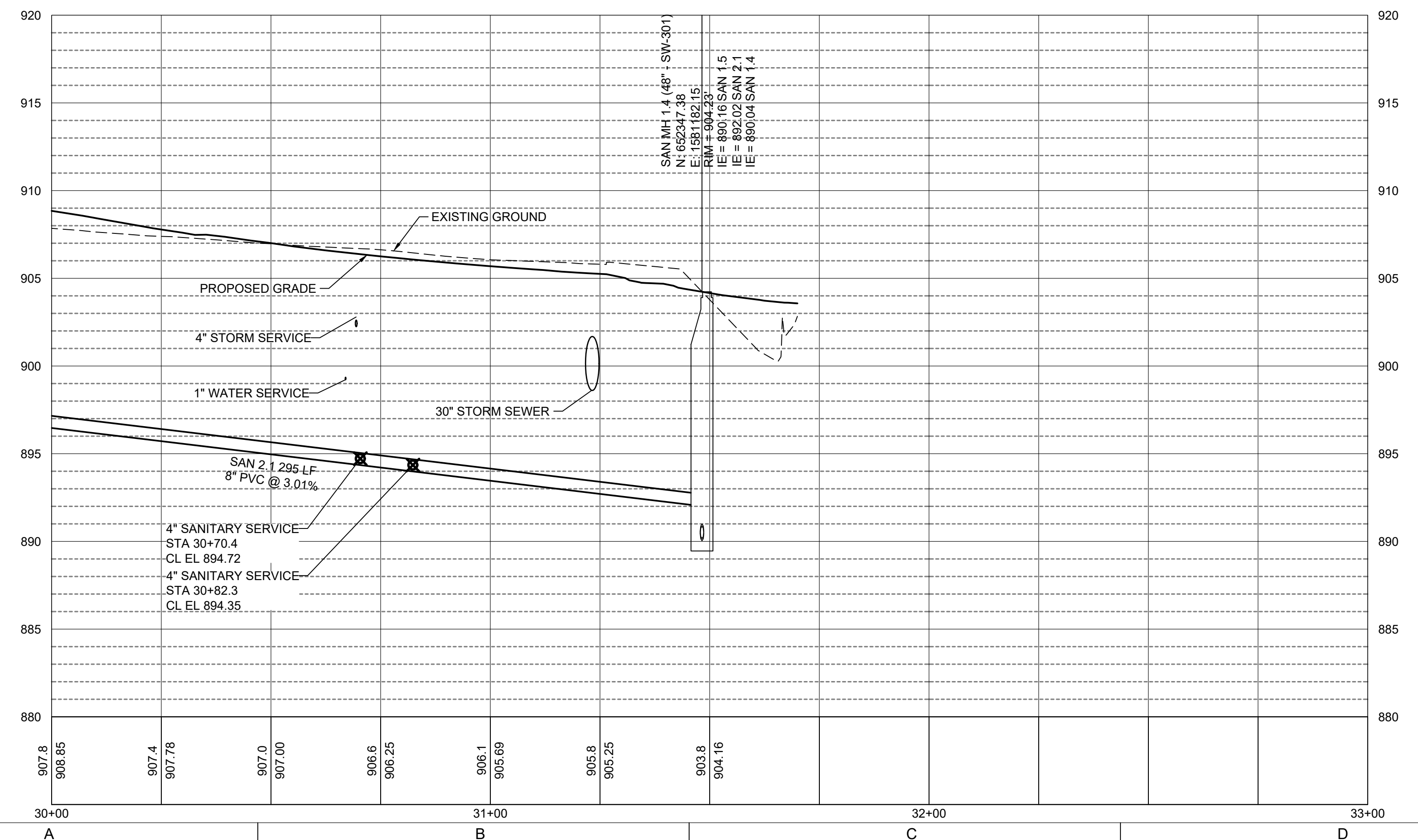
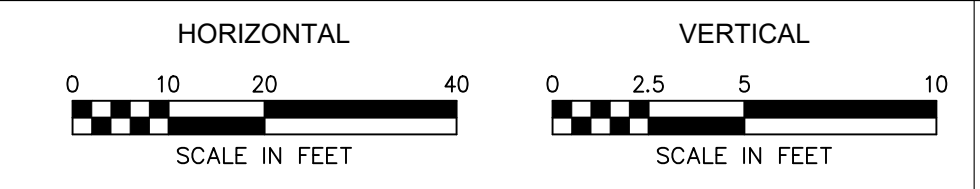
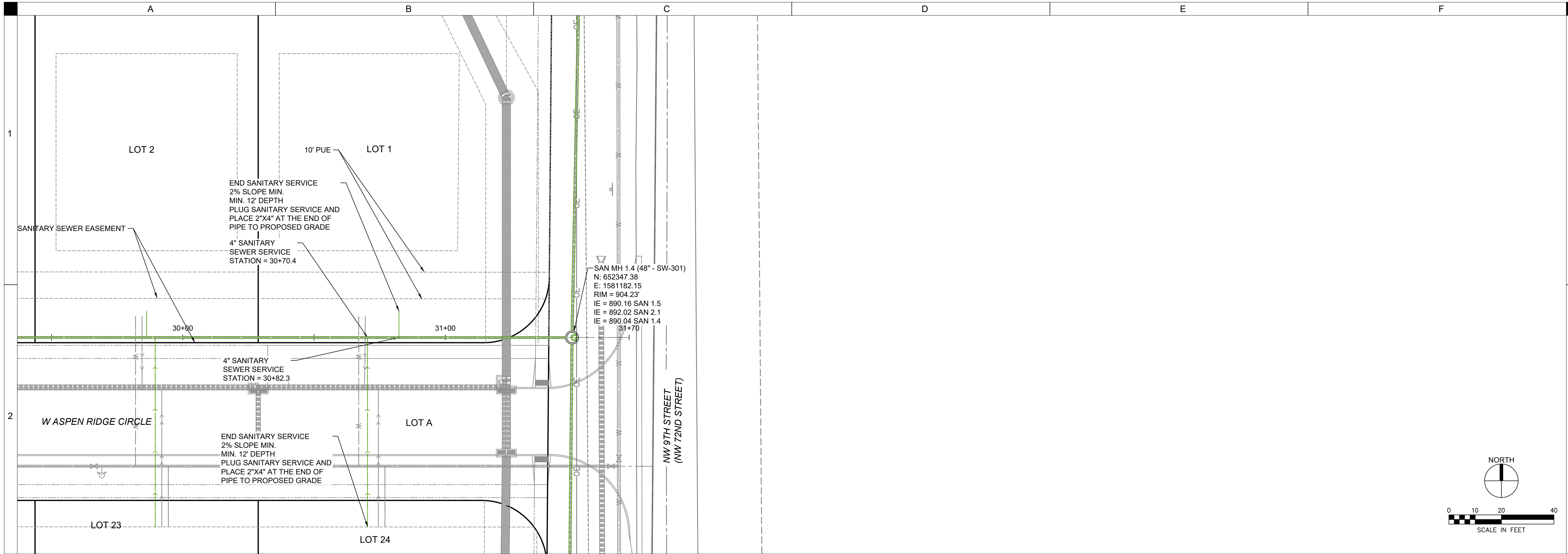
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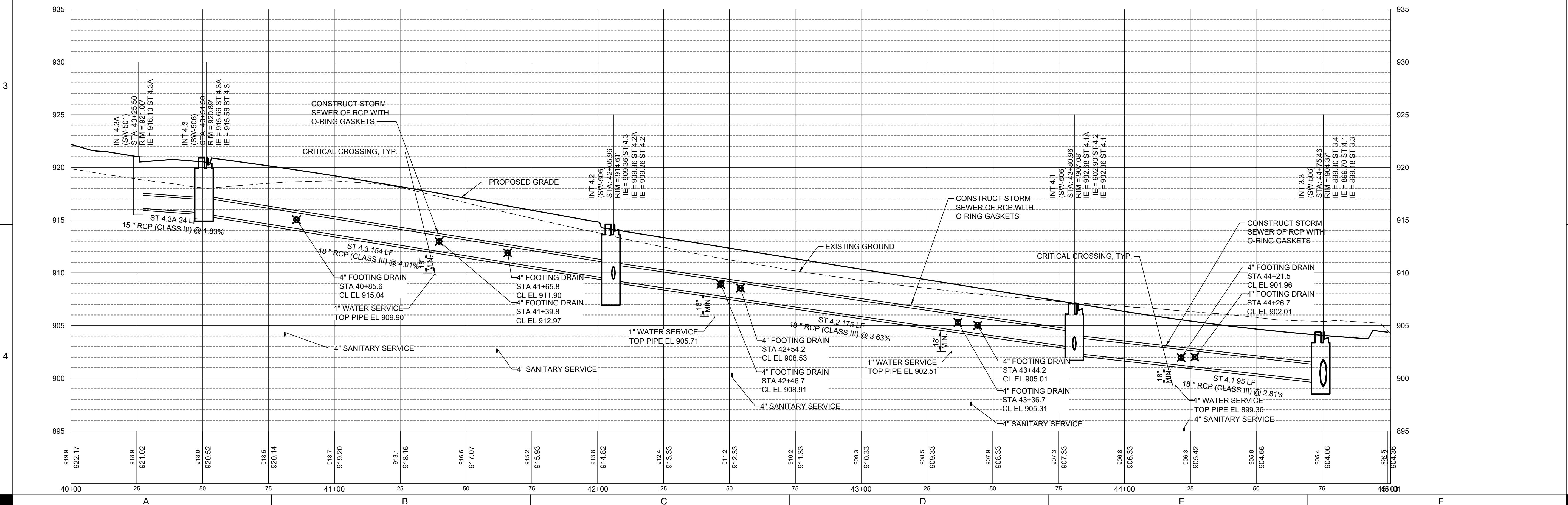
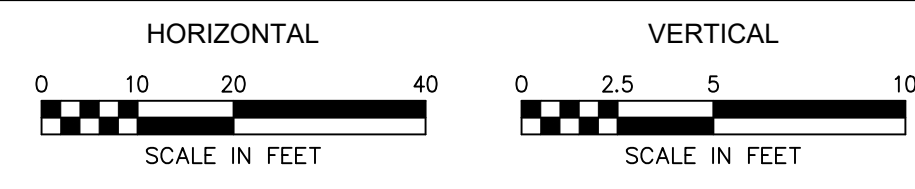
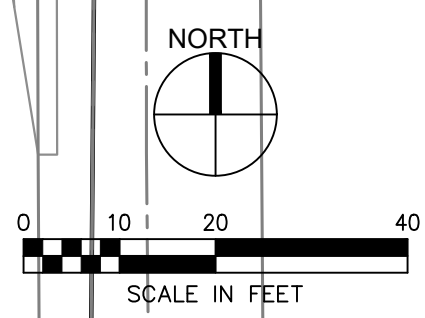
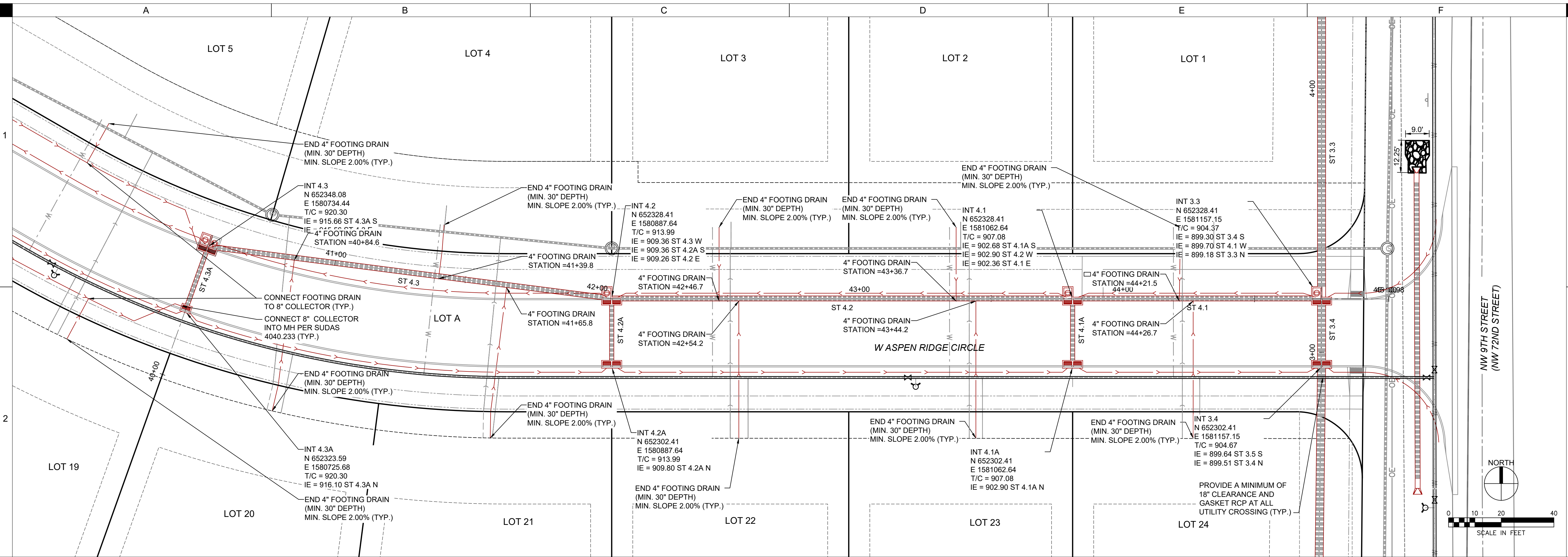
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STORM PLAN AND PROFILE
C308

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RESOLUTION NO. 2021-51

A RESOLUTION APPROVING THE CONSTRUCTION DRAWINGS FOR PUBLIC IMPROVEMENTS FOR FOUR SEASONS POLK CITY PLAT 1

WHEREAS, Shive-Hattery, on behalf of MJR Development, LLC, has submitted the Construction Drawings for Public Improvements associated with Four Seasons Polk City Plat 1, including but not limited to grading, street paving, assessable sidewalk ramps along with associated storm sewers, sanitary sewers, water main and services; and

WHEREAS, said Construction Drawings appear to be in general conformance with Polk City's Subdivision Regulations, SUDAS and the approved Preliminary Plat for Four Seasons Polk City Plat 1; and

WHEREAS, it shall be the Developer's responsibility to obtain approval for all necessary permits including the Iowa DNR permits for water main and sanitary sewer construction, and the NPDES Storm Water Discharge permit; and

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

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

WHEREAS, the City Engineer has reviewed said Construction Drawings for Public Improvements and recommended their approval of same, provided the terms of the development agreement covering the developer's responsibility for cost sharing for off-site public improvements are mutually agreed upon by the City and Developer prior to commencement of construction.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa hereby accepts the recommendations of the City Engineer and hereby approves the Construction Drawings for the Public Improvements associated with Four Seasons Polk City Plat 1 provided construction does not commence until a development agreement is mutually agreed upon by the City and Developer.

PASSED AND APPROVED the 24th day May 2021.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2021 through June 30, 2022

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA Fareway Stores, Inc. # 137
Physical Location Address 1101 South 5th Street City POLK CITY ZIP 50226
Mailing Address 1101 South 5th Street City POLK CITY State IA ZIP 50226
Business Phone Number 515 984-9505

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP Fareway Stores, Inc.
Mailing Address PO Box 70 City Boone State IA ZIP 50036
Phone Number 515-433-5336 Fax Number 515-433-4416 Email twilson@farewaystores.com

Retail Information:

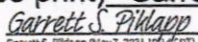
Types of Sales: Over-the-counter Vending machine
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) Garrett S Piklapp Name (please print) _____
Signature  Signature _____
Date 05/07/21 Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: 875
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

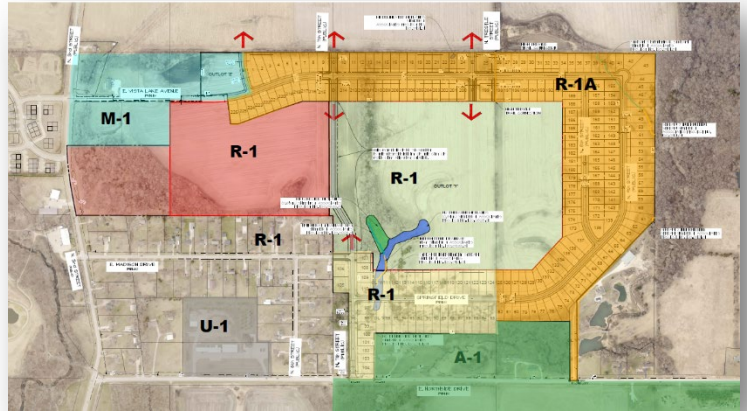
PRELIMINARY PLAT REVIEW

Date: May 20, 2021
 Project: Big Creek Commons

Prepared by: Kathleen Connor
 Travis D. Thornburgh, E.I.

GENERAL INFORMATION:

Applicant /Owner:	William C. Knapp, L.C.
Requested Action:	Approval of Preliminary Plat
Location	Remainder of Big Creek Technology Campus (north and east of DorFrank Acres & NP Intermediate school)
Size:	139.02 acres
Zoning:	R-1, R-1A, and M-1
Proposed Use:	216 single family lots; One 57.36-acre lot for park; one 2.5-acre M-1 lot; and lots for streets



Zoning Map

PROJECT DESCRIPTION:

This Preliminary Plat is in general conformance with the concept plan presented to P&Z and Council at the time the property was rezoned to R-1 and R-1A. The plat includes the only remaining M-1 lot on the north side of E. Vista Lake Avenue. It also includes a large lot for the city’s planned regional park. The subdivision include 216 single-family lots encircling the park, ranging in size from 8,104 sf to 33,120 sf with many lots over 20,000 sf. The R-1 lots, highlighted in pale yellow above, are at least 80 feet wide and 10,000 sf in size. The remaining R-2 lots, highlighted in orange, are at least 65 feet wide and 6,400 sf in size.

The public improvements associated with this plat include the extension of E. Vista Lake Parkway and construction of NE 7th Street as a new north/south major collector street that begins at E. Northside Drive, extends north through the city park, and ends at the north plat boundary. Minor collector and local streets will be constructed on the north, south and east sides of the development. NE 10th Street will provide an additional access point to the northeast side of the park that will also provide for connectivity to future developments to the north. Residential driveway access on corner lots will be restricted to the lower order street on the applicable final plat.

The development contains a number of detention basins, with all pond outlets designed to control runoff velocity and mitigate erosion. All detention basins will be contained within their own Storm Water Management Facility Maintenance Covenant and Permanent Easement. A Homeowner’s Association will be established as part of this development that will be responsible for maintaining detention basins, while the city will be responsible for maintaining pipes and structures.

Water mains, sanitary sewers, and storm sewers will be extended to provide service to each lot, including the park. A portion of the existing sanitary sewer running along the south side of the plat will be abandoned since it is redundant with the sanitary sewer on E. Springfield Drive.

The developer has requested no deviations from SUDAS or the Subdivision Regulations.

The developer proposes to fulfill the 5.17-acre parkland dedication requirement through the city's acquisition of the 57-acre regional park.

The city will be constructing a 10' wide recreational trail across the south side of the school property and through the park. The developer will be responsible for paving a short segment of this trail, from the park to the north plat boundary when the abutting lots are developed. The developer will also be responsible for paving the trail running between Lots 75/76 and 121/122 when those lots are developed. In addition, a 10' wide trail will be paved on the north side of E. Vista Lake Avenue, in front of Lot 1, in conjunction with the Site Plan for that lot. Per P&Z direction, this trail will transition to a 5' wide sidewalk in front of the single-family homes. The developer will also pave the ADA sidewalk ramps within the plat, with ADA ramps at intersections.

ISSUES:

1. Polk City's Comprehensive Plan designates two north/south collector streets in this area, in addition to E. Vista Lake Avenue as an east/west collector street. The west collector will extend from E. Northside Drive, through the park, to the north plat boundary where it will serve future development. The city has agreed to waive the requirement for the east collector due to the challenges associated with constructing a street at the southeast corner of this subdivision, given the existing non-conforming bridge and lack of developable property on either side of the south end of this street. As a result, there is an imperative need for completion of the west collector, including the section through the park, as a 31' wide, through collector street in conformance with SUDAS. This collector street will also serve as a utility corridor for an 8" public water main, storm sewers to drain the street, and franchise utilities.
2. The City is currently working on the Master Plan for the regional park. The location NE 10th Street may need to be moved one or two lots to the west to correspond to the preferred park concept plan. Water and sanitary sewer services may need to be adjusted to serve the park in appropriate locations. A CAD file of the revised preliminary plat will need to be provided for use in updating the park master plans. Adjustments to street or utility locations may be required prior to approval of the construction drawings for Big Creek Commons Plat 2, 3 and/or 4.
3. The city will be constructing a 10' trail across the south side of the school site, through the park, where it will connect to the proposed 10' trail between Lots 25/26 and 198/199. This trail will ultimately run north through unincorporated Polk County and connect to the High Trestle Trail near the oasis. Given this parallel trail and the number of residential driveway conflicts, P&Z recommends the trail on the north side of E. Vista Lake Avenue terminates at the crosswalk on the west side of North Polk Intermediate School's east driveway.
4. In conjunction with a potential future site plan for North Polk Intermediate School for building expansion or a second building, a secondary access drive will be required to connect to the NE 7th Street as it runs through the park.
5. A Traffic Impact Study (TIS) will be required for this subdivision that is to be prepared by the City Engineer per the Subdivision Ordinance. However, since the school recently prepared a TIS for E. Vista Lake Avenue, we recommend deferring the TIS rather than requiring the TIS at this time. This will permit the developer to proceed with Plat 1 which we anticipate will include no more than 30 single-family lots,

one M-1 lot, and the park, all having access off E. Vista Lake Avenue. This future TIS will evaluate the intersection of E. Northside Drive and the north/south collector and determine traffic-related improvements. At this preliminary stage, two southbound turn lanes have been indicated at this intersection, though this may change based on the TIS.

REVIEW COMMENTS:

All of staffs review comments were addressed on Submittal 6.

RECOMMENDATION:

Based on issues identified herein, P&Z and staff recommend approval of the Preliminary Plat for Big Creek Commons, subject to:

1. All professional billings being paid in full to the City of Polk City prior to Council action.

RESOLUTION NO. 2021-52

**A RESOLUTION APPROVING THE PRELIMINARY PLAT FOR
BIG CREEK COMMONS**

WHEREAS, Knapp Properties submitted a Preliminary Plat for Big Creek Commons; and

WHEREAS, on May 17, 2021, the Polk City Planning and Zoning Commission met and recommended approval of the Preliminary Plat for Big Creek Commons subject to completion of the City Engineer's review comments and recommendations being satisfactorily addressed; and

WHEREAS, the City Engineer has reviewed the revised Preliminary Plat and finds that all review comments have been satisfactorily addressed and therefore recommends approval of said Preliminary Plat.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa hereby accepts the recommendations of the Planning and Zoning Commission and the City Engineer and deems it appropriate to approve the Preliminary Plat for Big Creek Commons.

PASSED AND APPROVED the 24th day May 2021.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk

OFFICIAL'S
STAMP

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

Sheet Number	Sheet Title
01	COVER SHEET PRELIMINARY PLAT
02	GEOMETRIC PLAN
03	DIMENSION PLAN
04	DIMENSION PLAN
05	DIMENSION PLAN
06	DIMENSION PLAN
07	DIMENSION PLAN
08	DIMENSION PLAN
09	OVERALL GRADING PLAN
10	OVERALL HYDRANT RADIUS PLAN
11	GRADING & UTILITY PLAN
12	GRADING & UTILITY PLAN
13	GRADING & UTILITY PLAN
14	GRADING & UTILITY PLAN
15	GRADING & UTILITY PLAN
16	GRADING & UTILITY PLAN

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: 515-252-6412

ELECTRIC
MIDAMERICAN ENERGY CORPORATION
SARA LULOW
PHONE: (515)281-2281
EMAIL: SLULOW@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: 319-263-1250

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

HEALTH DEPARTMENT
POLK COUNTY
PUBLIC HEALTH DEPARTMENT
ADDRESS: 1801 CARPENTER AVE,
DES MOINES, IA 50314
PHONE: (515) 286-3798
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 - 515-484-6304
FIREDEPARTMENT@POLKCI.ITY.IA.GOV
WWW.POLKCI.ITY.IA.GOV

DEVELOPMENT SCHEDULE
PLAT 1 - DECEMBER 2021
PLAT 2 - APRIL 2023
PLAT 3 - DECEMBER 2024
PLAT 4 - DECEMBER 2025

PARKLAND DEDICATION
REQUIRED = 485.95 S.F. / SINGLE FAMILY LOTS
= 485.95 x 216 = 1,051,255 S.F.
*PARKLAND DEDICATION WILL BE FULFILLED WITH THE
CITY'S ACQUISITION OF LOT 21T.

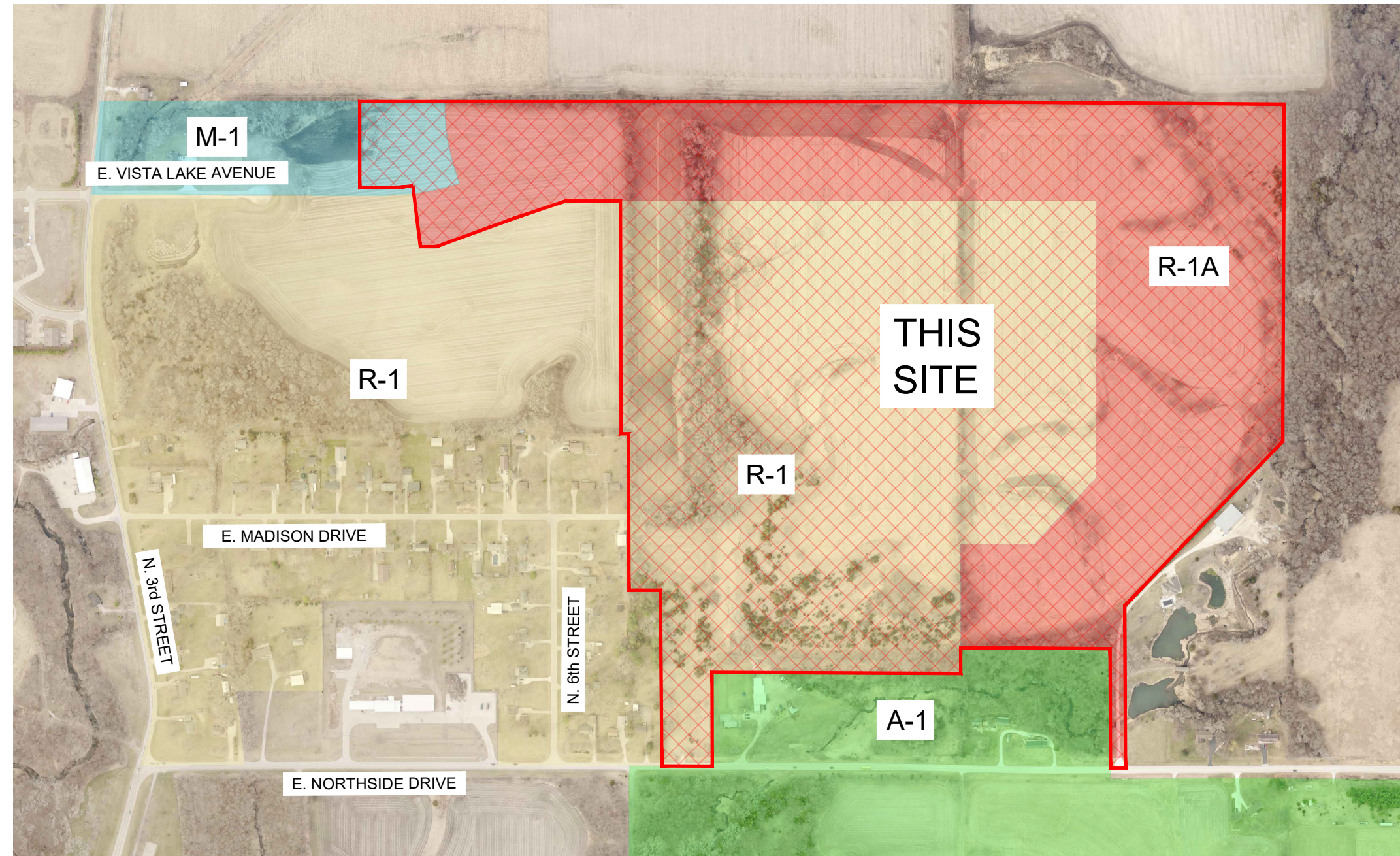
PAVING NOTES

- STREETS WILL BE CONSTRUCTED WITH THE FOLLOWING PAVEMENT THICKNESSES, UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER BASED ON A GEOTECHNICAL REPORT.
- E. VISTA LAKE AVENUE FROM THE BEGINNING OF PAVING THROUGH THE INTERSECTION WITH NE 7TH STREET WILL BE 8" 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 15TH 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.

SUBMITTAL TABLE	
SUBMITTAL DATE	SUBMITTAL NOTES
APRIL 14, 2021	INITIAL SUBMITTAL
MAY 07, 2021	
MAY 13, 2021	
MAY 20, 2021	

LEGAL DESCRIPTION

BEGINNING AT THE NE CORNER OF LOT 2, BIG CREEK TECHNOLOGY CAMPUS PLAT 5, AN OFFICIAL PLAT RECORDED IN BOOK 1812, PAGE 457-471 AT THE POLK COUNTY RECORDER'S OFFICE; THENCE S84°58'42"E, 2388.54 FEET ALONG THE NORTH LINE OF PARCEL 'L', AN OFFICIAL PLAT RECORDED IN BOOK 12498, PAGE 264 AT THE POLK COUNTY RECORDER'S OFFICE, TO A POINT, SAID POINT BEING THE E/4 CORNER OF SECTION 36, TOWNSHIP 01 NORTH, RANGE 25 WEST OF THE 5TH P.M.; THENCE S84°33'07"E, 1247.03 FEET ALONG THE NORTH LINE OF SAID PARCEL 'L' TO THE NE CORNER OF SAID PARCEL 'L'; THENCE S00°15'33"W, 1343.54 FEET ALONG THE EAST LINE OF SAID PARCEL 'L' TO THE NE CORNER OF PARCEL 'C', AN OFFICIAL PARCEL RECORDED IN BOOK 8464, PAGE 658 AT THE POLK COUNTY RECORDER'S OFFICE; THENCE S43°53'44"W, 908.54 FEET ALONG THE EAST LINE OF SAID PARCEL 'L' COINCIDING WITH THE NORTH LINE OF SAID PARCEL 'C' TO THE NE CORNER OF SAID PARCEL 'C'; THENCE S00°16'34"E, 648.00 FEET ALONG THE EAST LINE OF SAID PARCEL 'L' COINCIDING WITH THE WEST LINE OF SAID PARCEL 'C' TO A POINT ON THE SOUTH LINE OF SECTION 36, TOWNSHIP 01 NORTH, RANGE 24 WEST OF THE 5TH P.M.; THENCE S84°43'48"W, 571.80 FEET ALONG SAID SOUTH LINE TO A POINT; THENCE N00°10'56"W, 476.26 FEET TO A POINT; THENCE N84°32'34"W, 545.47 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 36; THENCE S00°11'11"E, 103.77 FEET ALONG THE WEST LINE OF SECTION 36, TO A POINT; THENCE N84°43'09"W, 491.42 FEET TO A POINT; THENCE S00°07'07"E, 373.74 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 36; THENCE N84°47'44"W, 200.64 FEET ALONG THE SAID SOUTH LINE TO A POINT; THENCE N00°24'03"W, 100.11 FEET TO A POINT; THENCE N84°55'19"W, 125.37 FEET TO A POINT; THENCE N00°07'15"W, 623.45 FEET TO A POINT, SAID POINT BEING THE SE CORNER OF LOT 1, 5E/4 OF SAID SECTION 36 AND ALSO BEING THE NE CORNER OF LOT 13 DORFRANK ACRES PLAT NO. 1, AN OFFICIAL PLAT RECORDED IN BOOK 'P', PAGE 84 AT THE POLK COUNTY RECORDER'S OFFICE, POLK CITY, POLK COUNTY, IOWA; THENCE N00°07'11"W, 427.95 FEET ALONG THE EAST LINE OF SAID LOT 1 TO THE NE CORNER OF SAID LOT 1; THENCE N84°58'47"W, 215.73 FEET ALONG THE NORTH LINE OF SAID LOT 1 TO A POINT; THENCE S71°34'40"W, 205.63 FEET ALONG THE NORTH LINE OF SAID LOT 1 TO A POINT; THENCE S70°01'12"W, 344.74 FEET ALONG THE NORTH LINE OF SAID LOT 1 TO A POINT; THENCE N84°55'19"W, 62.50 FEET ALONG THE NORTH LINE OF SAID LOT 1 TO A POINT; THENCE N07°04'29"W, 244.30 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 470.00 FEET AND A CHORD BEARING S06°28'22"W, AN ARC LENGTH OF 120.11 FEET TO A POINT OF ANGECNCT; THENCE N84°58'47"W, 91.83 FEET TO A POINT, SAID POINT BEING THE SE CORNER OF SAID LOT 2 OF BIG CREEK TECHNOLOGY CAMPUS PLAT 5; THENCE N00°02'19"W, 343.45 FEET ALONG THE EAST LINE OF SAID LOT 2 TO THE POINT OF BEGINNING AND CONTAINING 134.02 ACRES MORE OR LESS.



VICINITY MAP
1" = 500'
NORTH

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
○ RIPRAP	○ UNDERGROUND ELECTRIC
	○ UNDERGROUND GAS
	○ 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



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

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

Regulator	SITE DEVELOPMENT REGULATIONS FOR RESIDENTIAL DISTRICTS					
	R-1	R-1A	R-2	R-2A	R-3	R-4
Minimum Lot Area ² (square feet)	10,000	6,400	8,000-SF 10,000-2F 4,000-BI	9,000	7,500-SF 8,750-2F 4,375-BI 12,500-MF	20 acres
Lot Area per Dwelling Unit ⁴ (square feet)				3,000	2,500	5,000 ⁷
Minimum Lot Width ² (linear feet)	80 ²	65	65-SF 85-2F 38-BI	85 ² -TH 100-MF	65-SF 75-2F 38-BI 85 ² -TH 100-MF	
Min. Front Yard Depth (feet)	35	30	30	30	30	50
Min. Rear Yard Depth ³ (feet)						
Dwellings	35	20	35	35	40	50
Other Principal Structures	45	20	35	35		
Min. Side Yard Depth ⁵ (feet)						
One or Two Family Detached Other Principal Structures	8 ⁰	8	8 ¹	12.5	8	50
Building Height Limit						
Principal Structure (stories)	2 1/2	2 1/2	2 1/2	3	3	1
Principal Structure (feet)	35	35	35	40	45	20
Accessory Structure (feet)	16	16	16	16	16	16

Key: SF = Single Family
BI = Single-family Bi-attached
MF = Multiple-family
2F = Duplex, Two-family
TH = Townhome

BENCHMARK (THE VERTICAL DATUM FOR BENCHMARKS ARE ACCORDING TO THE NAVD83 VERTICAL DATUM)
POLK COUNTY BENCHMARK 114. IN NN 1/4 OF SEC. 36-81-25, ON NN HUGS DR. 500' E OF NN T2ND ST AN IDOT PLUS IN TOP OF THE E HEADWALL OF A RC2B CULVERT.
ELEV. = 866.03

USGS BENCH MARK BM 424.6. T-01N, R-25W, NEAR W 16TH COR. BETWEEN SEC. 27 & 34; 31' N, 55' E & 1.4' HIGHER THAN T-DRIVE N, ON CREST OF HILL IN TOP OF IN TOP CONCRETE POST; A STANDARD TABLE STAMPED "26NMC ELEV. = 924.50"

PROPERTY OWNER / DEVELOPER / APPLICANT:
WILLIAM G. KNAPP, L.C.
5000 WESTOWN PARKWAY SUITE 400
WEST DES MOINES, IA 50266-5421
CONTACT: TOM WITTMAN
PH: 515-223-4000
EMAIL: TOM.WITTMAN@KNAPPPROPERTIES.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: KCONNOR@SNYDER-ASSOCIATES.COM

TOTAL LAND AREA:
134.02 ACRES

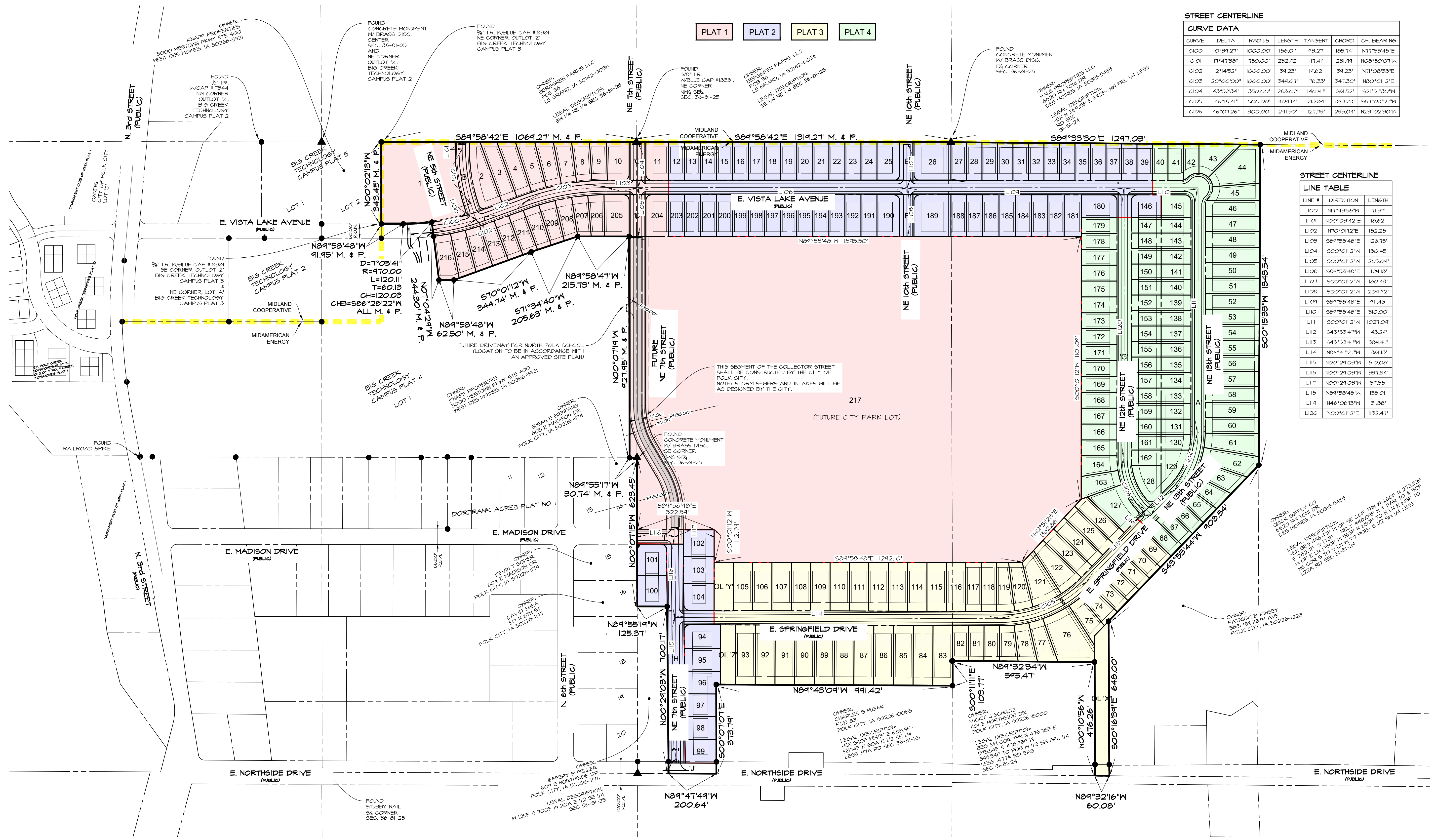
FLOOD ZONE
ZONE 'X' ACCORDING TO FEMA FLOOD INSURANCE RATE MAPS.
COMMUNITY-PANEL #14153G0040F
MAP REVISED FEBRUARY 1, 2014.

- NOTES**
- ALL PUBLIC IMPROVEMENTS SHALL BE CONSIDERED IN ACCORDANCE WITH THE CURRENT SUDAS DESIGN AND SPECIFICATION MANUALS AT THE TIME OF CONSTRUCTION DRAWING APPROVAL.
 - 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, MONUMENT SIGN, 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.
 - OUTLOT 'Y' AND 'Z' SHALL BE OWNED BY THE HOMEOWNERS ASSOCIATION.
 - LOTS 'A' THRU 'I' 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.
 - THE DEVELOPER SHALL PAVE THE 10' TRAIL RUNNING BETWEEN LOTS 26-27, 121-122, AND BETWEEN LOTS 188-189 AT THE TIME THE ABUTTING LOTS ARE DEVELOPED.
 - 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 SUMP 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 30' RECREATIONAL TRAIL EASEMENT ON OUTLOT 'X' WILL BE DEDICATED WITH PLAT 3 OR UPON THE REQUEST OF THE CITY OF POLK CITY AT THE TIME OF TRAIL CONSTRUCTION, WHICHEVER COMES SOONER. THE CITY WILL BE RESPONSIBLE FOR PAVING THE TRAIL BETWEEN LOTS 75/16 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.
 - A HOMEOWNERS ASSOCIATION SHALL BE ESTABLISHED AND WILL BE RESPONSIBLE FOR ALL PRIVATE, COMMON FACILITIES INCLUDING BUT NOT LIMITED TO STORM WATER MANAGEMENT FACILITIES, MONUMENT SIGN, 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 DEVELOPER WILL BE RESPONSIBLE FOR CONSTRUCTING DEPRESSED OVERTFLOW SIDEWALKS, ADA RAMPS AND COMMON SQUARES AT ALL CROSSWALKS AS PLAT IMPROVEMENTS WITH ASSOCIATED OPENING ELEVATIONS. MINIMUM OPENING ELEVATIONS SHALL BE AS SHOWN ON THE PLAT. THE DEVELOPER SHALL BE RESPONSIBLE FOR CONSTRUCTING DEPRESSED OVERTFLOW SIDEWALKS, ADA RAMPS AND COMMON SQUARES AT ALL CROSSWALKS AS PLAT IMPROVEMENTS WITH ASSOCIATED OPENING ELEVATIONS. MINIMUM OPENING ELEVATIONS SHALL BE AS SHOWN ON THE PLAT.
 - THE SITE PLAN FOR LOT 1 WILL NEED TO ADD A HYDRANT TO ACHIEVE HYDRANT COVERAGE.
 - THE EXISTING SANITARY SEWER EASEMENT ON LOTS 83-93, 95, 96, AND OUTLOT 'Z' WILL BE VACATED AT TIME OF FINAL PLATTING.

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

	I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT HAS BEEN PREPARED AND THE RELATED SURVEY WORK HAS BEEN 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 LICENSE RENEWAL DATE IS DECEMBER 31, 2022 5/20/2021
	SHEETS 1-16
	I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT HAS BEEN 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. PAUL J.D. CLAUSEN, IOWA REG. NO. 23772 DATE MY LICENSE RENEWAL DATE IS DECEMBER 31, 2021 PAGES OR SHEETS COVERED BY THIS SEAL. 5-20-2021
	SHEETS 1-16

PLOT BY: PAUL CLAMSEN - 2021/09/20 - q:\E-FILES\80000484\1\3d\drawing\PRV\PRV1818.PDF - ANS EXPAND D (34.00 X 22.00 INCHES) - AUTOCAD PDF (GENERAL DOCUMENTATION)PCS - CEC-XES TEST.CTB - PLOT SCALE = 1/1



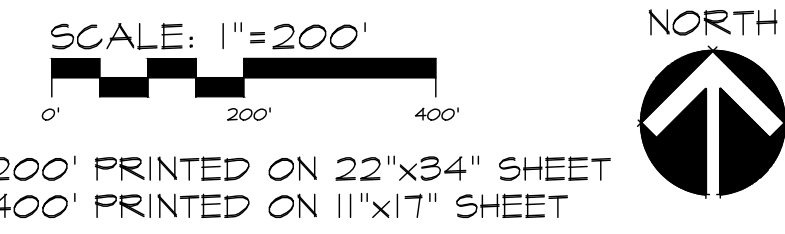
PLAT 1 PLAT 2 PLAT 3 PLAT 4

STREET CENTERLINE CURVE DATA

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CH BEARING
C100	10°34'21"	1000.00'	186.01'	93.21'	185.74'	N71°55'48"E
C101	11°47'38"	750.00'	232.42'	117.41'	231.91'	N08°50'07"W
C102	2°14'52"	1000.00'	34.23'	19.62'	34.23'	N71°08'38"E
C103	20°00'00"	1000.00'	344.01'	176.33'	341.30'	N80°01'12"E
C104	43°52'34"	350.00'	268.02'	140.91'	261.52'	S21°57'30"W
C105	46°18'41"	300.00'	404.14'	219.84'	343.23'	S61°03'07"W
C106	46°07'26"	300.00'	241.50'	121.73'	235.04'	N23°02'30"W

STREET CENTERLINE LINE TABLE

LINE #	DIRECTION	LENGTH
L100	N17°43'56"W	71.31'
L101	N00°03'42"E	18.62'
L102	N70°01'12"E	182.28'
L103	S84°58'48"E	126.75'
L104	S00°01'12"W	180.45'
L105	S00°01'12"W	205.04'
L106	S84°58'48"E	1124.18'
L107	S00°01'12"W	180.43'
L108	S00°01'12"W	204.42'
L109	S84°58'48"E	411.46'
L110	S84°58'48"E	310.00'
L111	S00°01'12"W	1021.04'
L112	S43°53'47"W	143.24'
L113	S43°53'47"W	384.41'
L114	N84°47'27"W	1361.13'
L115	N00°24'03"W	610.08'
L116	N00°24'03"W	337.84'
L117	N00°24'03"W	34.38'
L118	N84°58'48"W	158.01'
L119	N46°06'13"W	31.88'
L120	N00°01'12"E	1192.41'



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

CEC

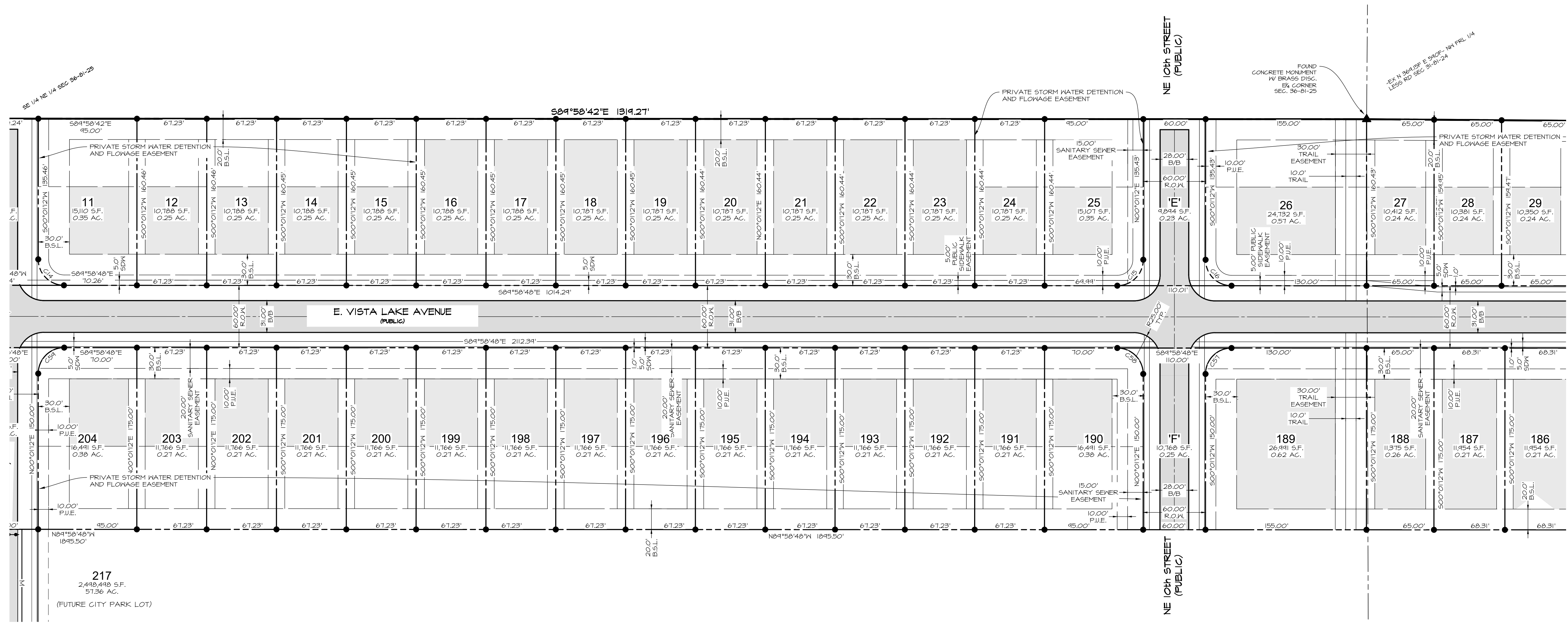
PUBLISH DATE: May 20, 2021
 DATE OF SURVEY: APRIL 02, 2020
 DESIGNED BY: PC
 DRAWN BY: REH

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

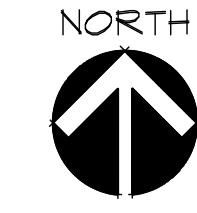
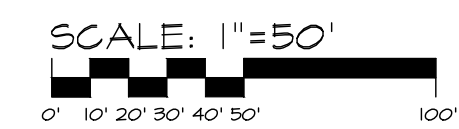
GEOMETRIC PLAN

SHEET 02 OF 16
 E-8474

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CURVE DATA						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CH. BEARING
C14	84°24'26"	25.00'	34.01'	24.74'	35.17'	S44°40'44"E
C15	40°00'03"	25.00'	34.28'	25.00'	35.36'	N45°01'43"E
C16	40°00'00"	25.00'	34.27'	25.00'	35.36'	S44°58'48"E
C57	40°00'04"	25.00'	34.27'	25.00'	35.36'	S45°01'16"W
C58	40°00'00"	25.00'	34.27'	25.00'	35.36'	N44°58'52"W
C54	40°00'00"	25.00'	34.27'	25.00'	35.36'	N45°01'12"E



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

BIG CREEK COMMONS
400 EAST VISTA LAKE AVENUE, POLK CITY, IOWA
DIMENSION PLAN

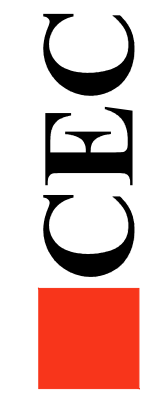
SHEET
04
OF
16

E-8474

PUBLISH DATE: May 20, 2021

DATE OF SURVEY: APRIL 02, 2020
DESIGNED BY: PC
DRAWN BY: MEH

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



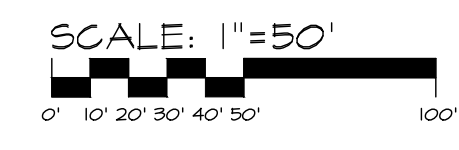
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LEGAL DESCRIPTION:
 FOR BEING A PART OF SEC 36 OF SEC 36 COR THIN N 280' N 772.32' E 242.2' LN 110' W 85' N 65' TO 1' LN E 1' TO 4' SEC 36 NE COR 1/2 S 1/2 N 1/2 TO 1/2 S 1/2 E 1/2 S 1/2 W 1/2 LESS 1/2 1/2 RD SEC 36-1-24

CURVE DATA

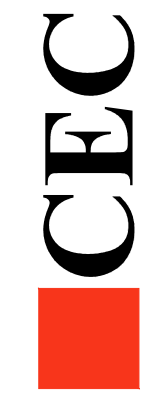
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CH. BEARING
C25	9°05'01"	380.00'	60.24'	30.19'	60.18'	S04°52'39"W
C26	9°05'01"	380.00'	60.24'	30.19'	60.18'	S04°52'39"W
C27	9°05'01"	380.00'	60.24'	30.19'	60.18'	S13°51'39"W
C28	9°05'01"	380.00'	60.24'	30.19'	60.18'	S23°02'40"W
C29	9°05'01"	380.00'	60.24'	30.19'	60.18'	S32°07'40"W
C30	7°13'36"	380.00'	47.93'	24.00'	47.90'	S40°16'59"W
C31	6°38'50"	530.00'	61.49'	30.18'	61.45'	S47°16'39"W
C43	13°14'48"	470.00'	108.66'	54.57'	108.42'	S50°37'41"W
C44	86°15'56"	25.00'	37.64'	23.42'	34.18'	S00°45'49"W
C45	95°24'56"	25.00'	41.63'	27.48'	36.99'	N88°23'45"W
C46	30°42'21"	320.00'	171.49'	87.86'	169.45'	S28°32'36"W
C47	11°45'13"	320.00'	65.65'	32.94'	65.53'	S07°18'49"W
C48	1°25'00"	320.00'	7.91'	3.96'	7.91'	S00°43'42"W
C51	6°55'15"	270.00'	32.61'	16.33'	32.59'	N03°26'25"W
C52	33°47'15"	270.00'	159.22'	82.00'	156.92'	N23°47'40"W
C53	22°30'13"	330.00'	129.61'	65.65'	128.78'	S31°07'02"E
C54	10°36'06"	330.00'	61.06'	30.62'	60.97'	S14°33'53"E
C55	9°11'02"	330.00'	53.47'	26.71'	53.41'	S04°37'19"E



SCALE: 1"=50'
 1"=50' PRINTED ON 22"x34" SHEET
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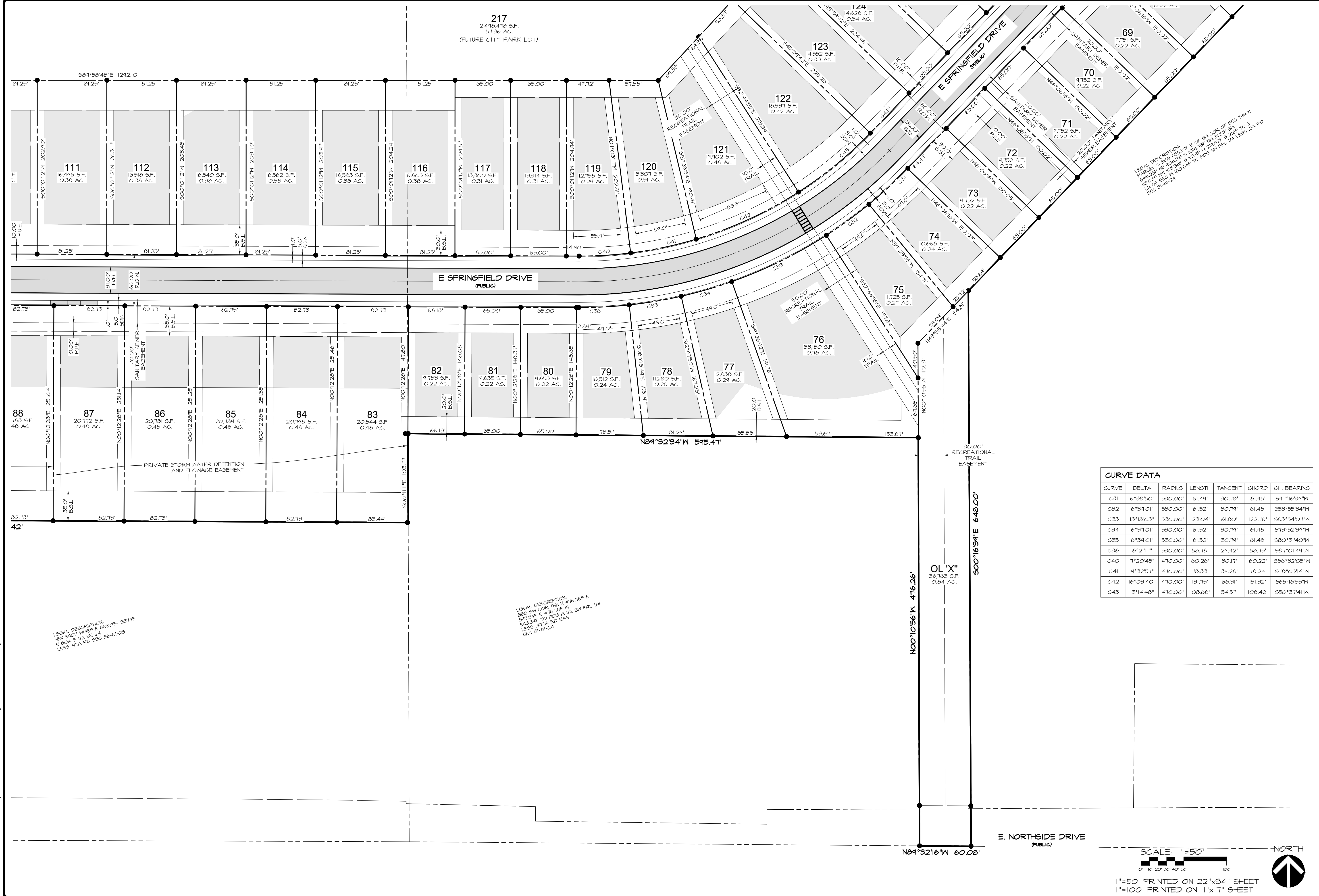
Civil Engineering Consultants, Inc.
 2400 86th Street Unit 12 Des Moines, Iowa 50322
 515.276.4884 Fax: 515.276.7084 mail@cecinc.com



PUBLISH DATE: May 20, 2021
DATE OF SURVEY: APRIL 02, 2020
DESIGNED BY: PC
DRAWN BY: MEH

BIG CREEK COMMONS
 400 EAST VISTA LAKE AVENUE, POLK CITY, IOWA
DIMENSION PLAN

PLOT BY: PAUL CLAMSEN - 2021/09/20 - q:\E-FILES\8000\B47A\1_23d.dwg (P:\P\PREP\B47A\1_PP-DIM.dwg) - ANSIS EXPAND D (84.00 X 22.00 INCHES) - AUTOCAD PDF (GENERAL DOCUMENTATION)R3 - CEC-XES TEST\CTB - PLOT SCALE = 1:1

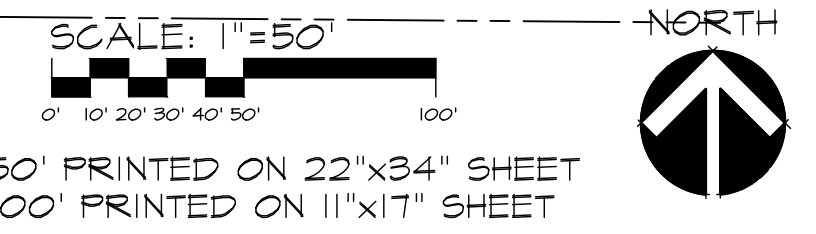


LEGAL DESCRIPTION:
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 E 60A E 1/2 SE 1/4
 LESS 47A RD SEC 36-81-25

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 S48.54F S 476.78F N
 S48.54F TO POB W 1/2 SH FRL 1/4
 LESS 47A RD EAS
 SEC 31-81-24

LEGAL DESCRIPTION:
 PARCEL C BEG 655.71' E OF SH COR OF SEC TRN W
 648.28F N 05.90F S 0.27F N 218.42F S 24F TO S
 LN OF SEC W 186.64F TO POB SH FRL 1/4 LESS 2A RD
 SEC 31-81-24

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CH. BEARING
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C32	6°34'01"	530.00'	61.52'	30.79'	61.48'	S53°55'34"W
C33	13°18'03"	530.00'	123.04'	61.80'	122.76'	S63°54'07"W
C34	6°34'01"	530.00'	61.52'	30.79'	61.48'	S73°52'34"W
C35	6°34'01"	530.00'	61.52'	30.79'	61.48'	S80°31'40"W
C36	6°21'17"	530.00'	58.78'	24.42'	58.75'	S87°01'44"W
C40	7°20'45"	470.00'	60.26'	30.11'	60.22'	S86°32'05"W
C41	4°32'57"	470.00'	78.33'	34.26'	78.24'	S78°05'14"W
C42	16°03'40"	470.00'	131.75'	66.31'	131.32'	S65°16'55"W
C43	13°14'48"	470.00'	108.66'	54.57'	108.42'	S50°37'41"W



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CEC

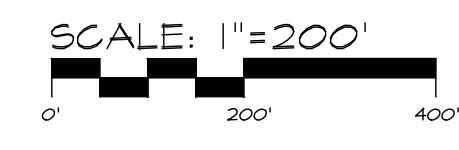
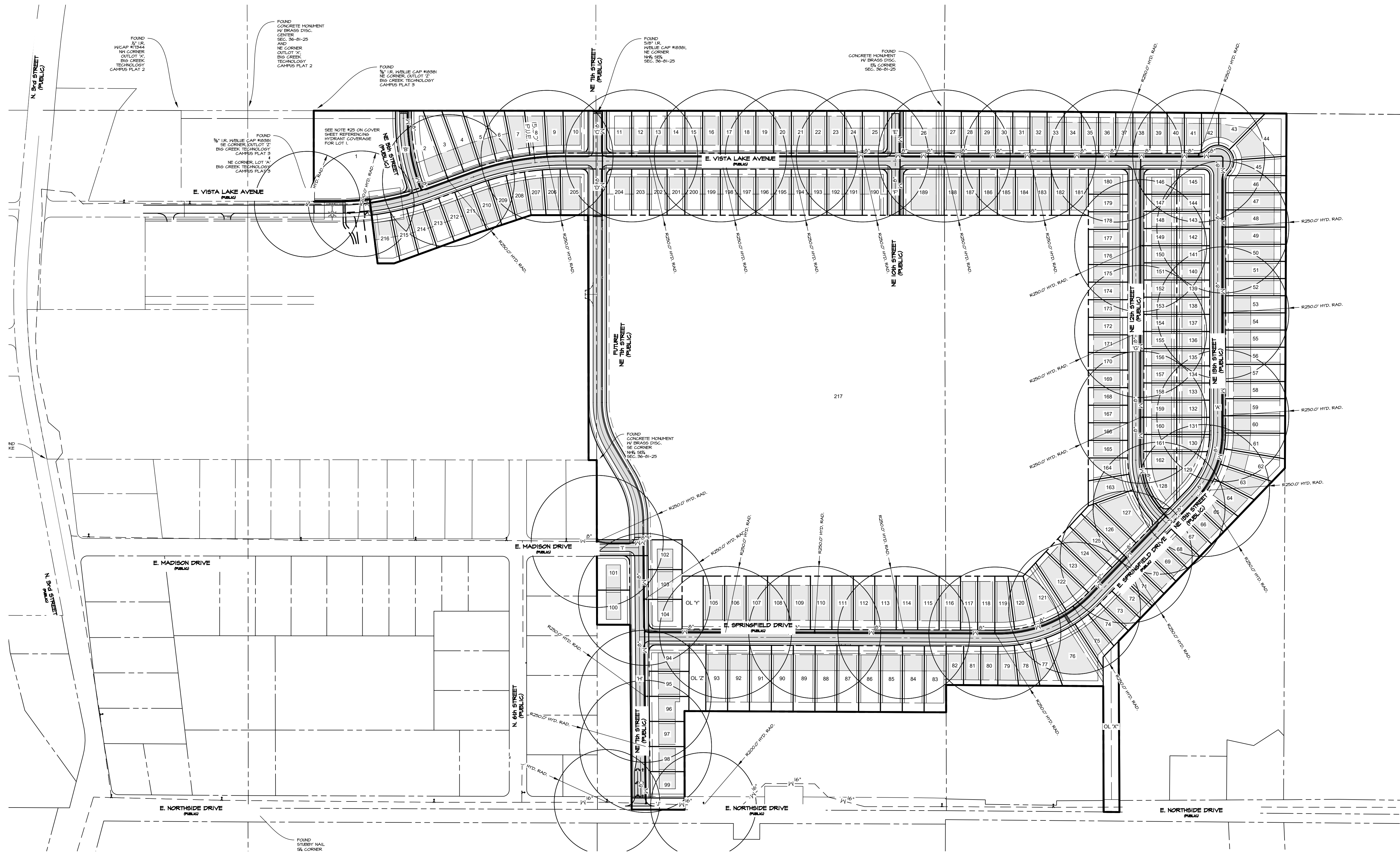
PUBLISH DATE: May 20, 2021
 DATE OF SURVEY: APRIL 02, 2020
 DESIGNED BY: PC
 DRAWN BY: MEH

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

DIMENSION PLAN

SHEET 07 OF 16
 E-8474

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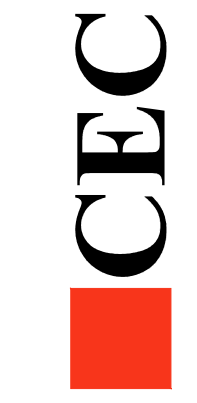
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BIG CREEK COMMONS
400 EAST VISTA LAKE AVENUE, POLK CITY, IOWA
OVERALL HYDRANT RADIUS PLAN

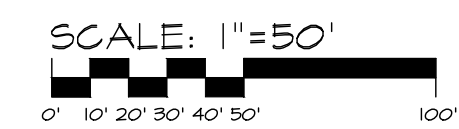
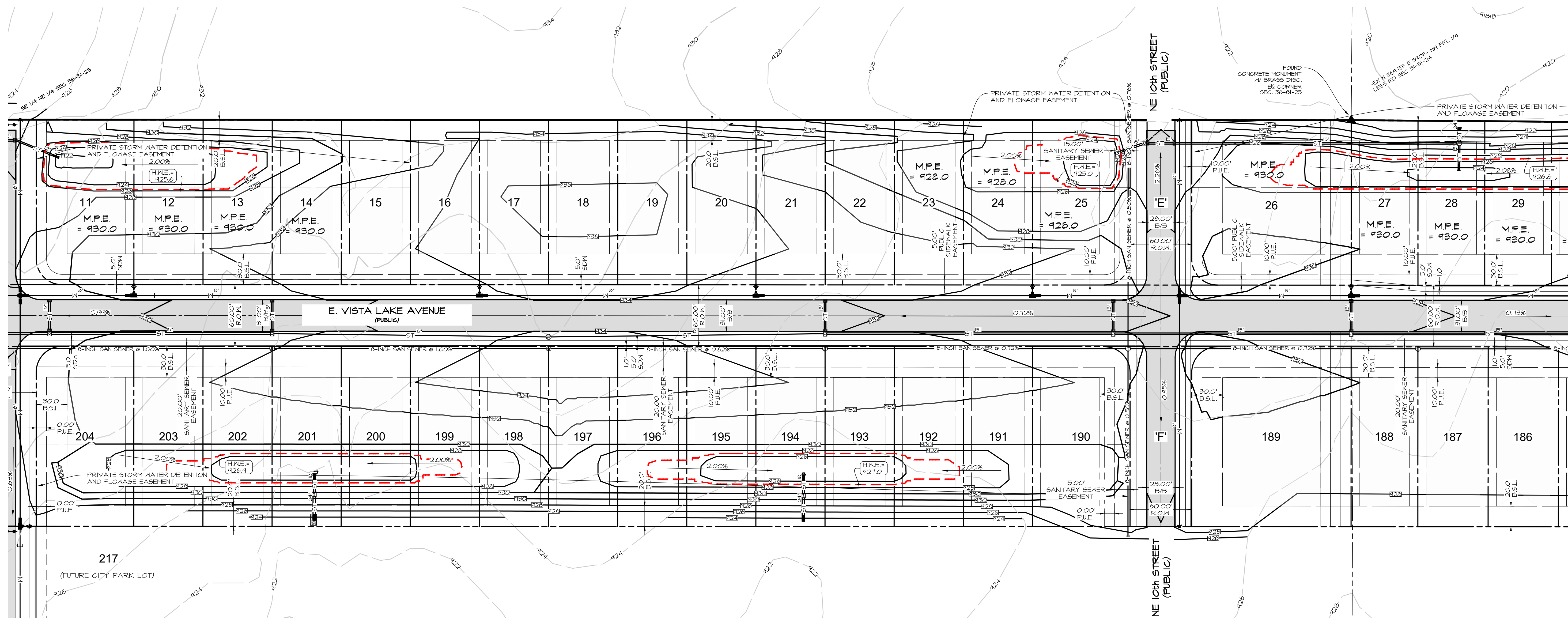
SHEET
10
OF
16
E-8474

PUBLISH DATE: May 20, 2021
DATE OF SURVEY: APRIL 02, 2020
DESIGNED BY: PC
DRAWN BY: MEH

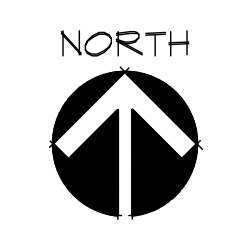


Civil Engineering Consultants, Inc.
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PLOT BY: PAUL CLAMSEN - 2021/09/20 - q:\E-FILES\90000484191_3d\drawings\PP-GRADING.dwg | - ANSI EXPAND D (8400 X 22.00 INCHES) - AUTOCAD PLOT (GENERAL DOCUMENTATION)PC3 - CEC-XEP TEST.CTB - PLOT SCALE = 1/1



SCALE: 1"=50'
1"=100' PRINTED ON 11"X17" SHEET



BIG CREEK COMMONS
400 EAST VISTA LAKE AVENUE, POLK CITY, IOWA
GRADING & UTILITY PLAN

SHEET
12
OF
16
E-8474

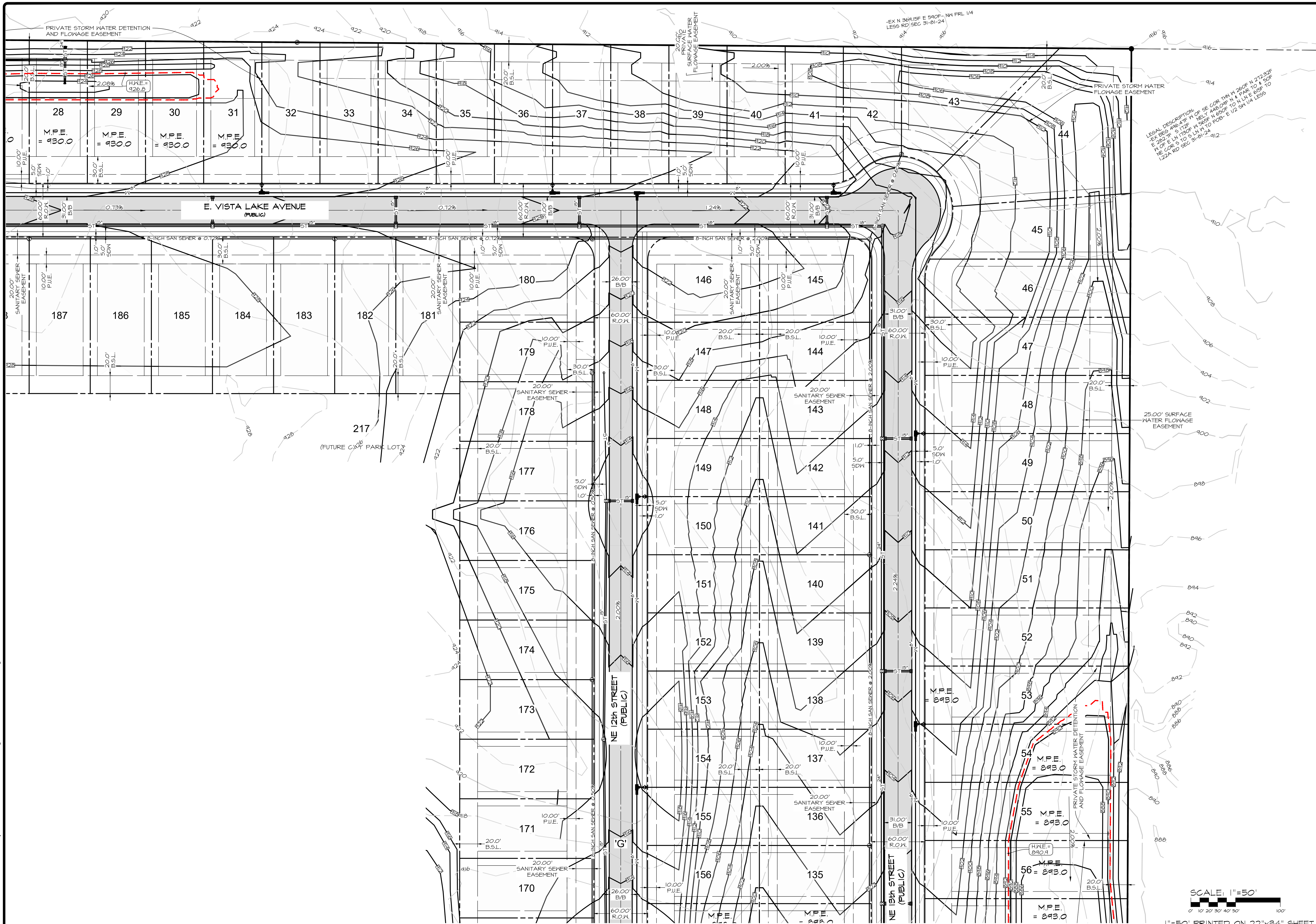
PUBLISH DATE: May 20, 2021

DATE OF SURVEY: APRIL 02, 2020
DESIGNED BY: PC
DRAWN BY: MEH



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PLOT BY: PAUL CLAMSEN - 2021/09/20 - q:\E-FILES\80007641\1_23d\drawings\PP-GRADING.dwg 1 - ANSI EXPAND D (8400 X 22.00 INCHES) - AUTOCAD PLOT (GENERAL DOCUMENTATION)\P3 - CEC-XEP TEST.CTB - PLOT SCALE = 1/1

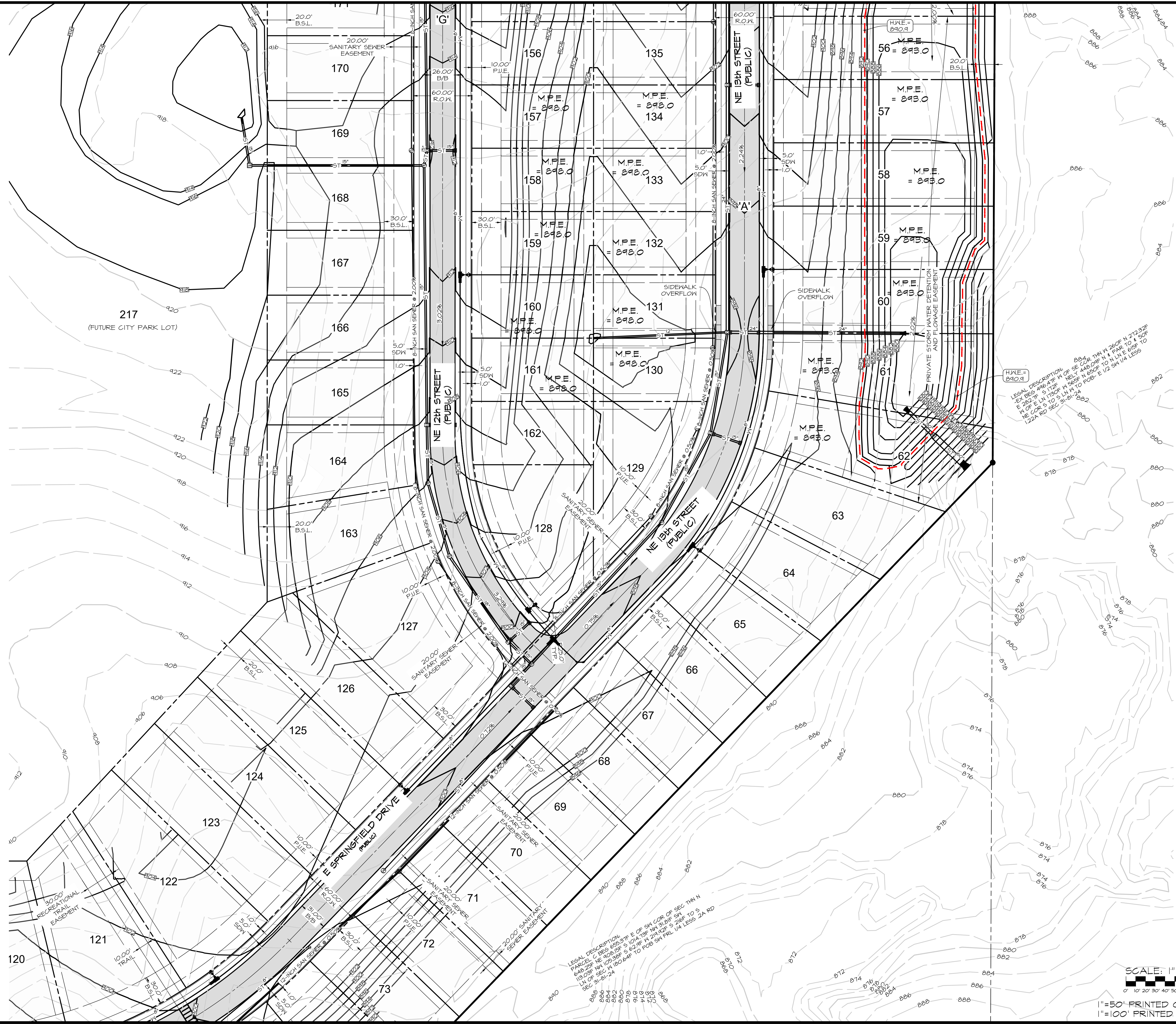


LEGAL DESCRIPTION:
E 1/2 SEC 31-34-24
E 20' E 1/2 LN 1750'
N 1/2 COR S 10 5/8 LN 1750'
N 1/2 COR S 10 5/8 LN 1750'
1224 RD SEC 31-34-24

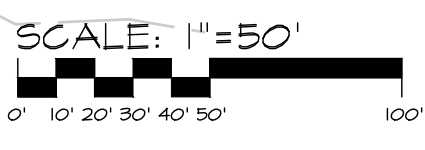


BIG CREEK COMMONS
400 EAST VISTA LAKE AVENUE, POLK CITY, IOWA
GRADING & UTILITY PLAN

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LEGAL DESCRIPTION:
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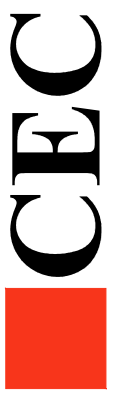
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BIG CREEK COMMONS
 400 EAST VISTA LAKE AVENUE, POLK CITY, IOWA
GRADING & UTILITY PLAN

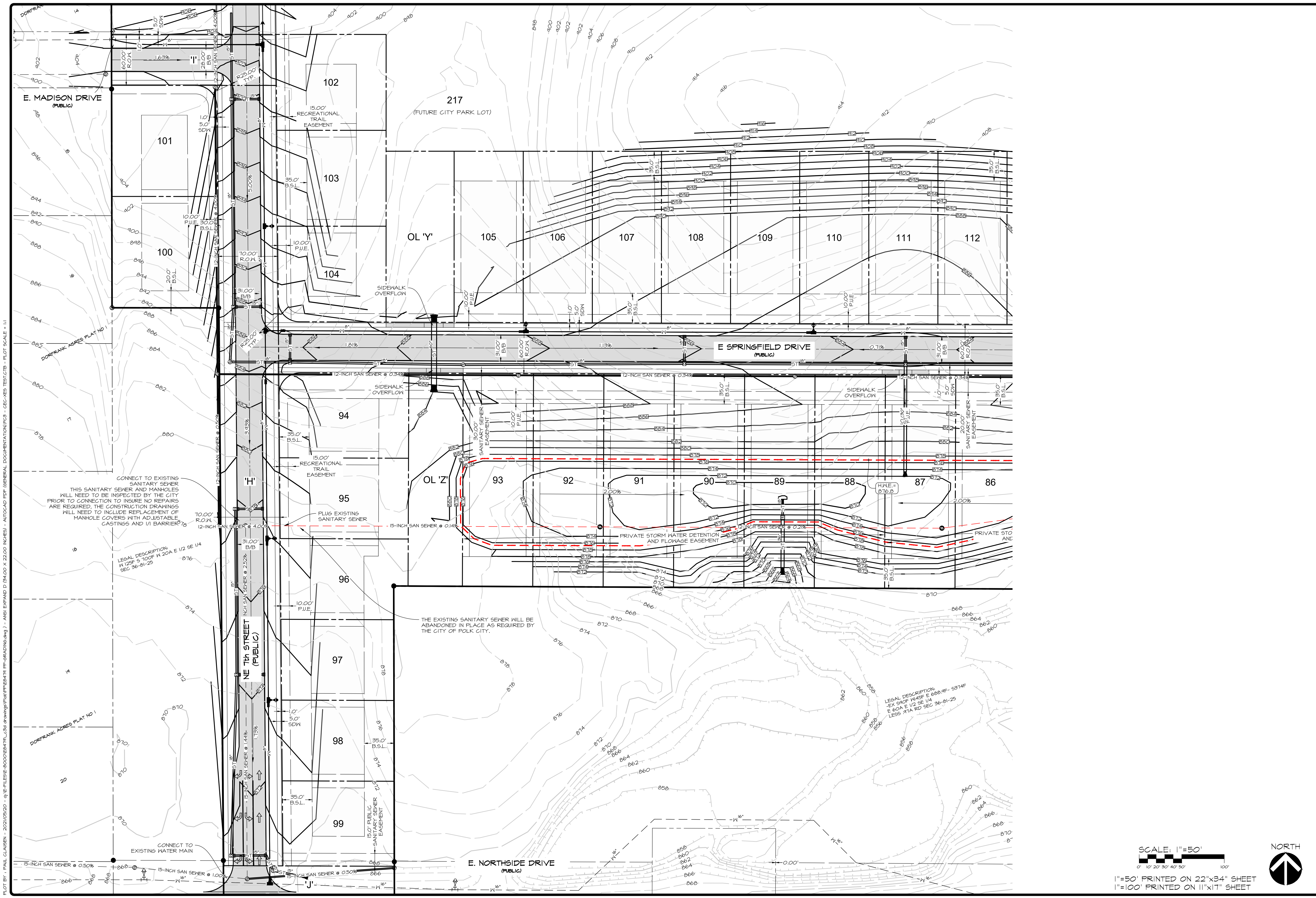
SHEET
14
 OF
 16
 E-8474

PUBLISH DATE: May 20, 2021

DATE OF SURVEY: APRIL 02, 2020
 DESIGNED BY: PC
 DRAWN BY: REH



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



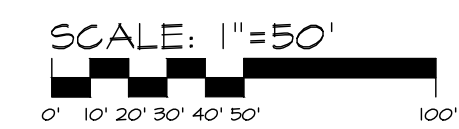
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CONNECT TO EXISTING SANITARY SEWER
 THIS SANITARY SEWER AND MANHOLES
 WILL NEED TO BE INSPECTED BY THE CITY
 PRIOR TO CONNECTION TO INSURE NO REPAIRS
 ARE REQUIRED, THE CONSTRUCTION DRAWINGS
 WILL NEED TO INCLUDE REPLACEMENT OF
 MANHOLE COVERS WITH ADJUSTABLE
 CASTINGS AND 1/1 BARRIER.

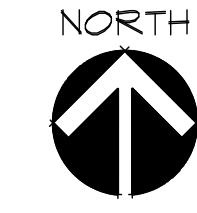
LEGAL DESCRIPTION
 N 128' & 100' W 20A E 1/2 SE 1/4
 SEC 36-81-25

THE EXISTING SANITARY SEWER WILL BE
 ABANDONED IN PLACE AS REQUIRED BY
 THE CITY OF POLK CITY.

LEGAL DESCRIPTION
 EX 340' W 145' E 688' 9" S 314'
 E 60A E 1/2 SE 1/4
 LESS 97A RD SEC 36-81-25



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



PUBLISH DATE: May 20, 2021

DATE OF SURVEY: APRIL 02, 2020

DESIGNED BY: PC

DRAWN BY: MEH

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

GRADING & UTILITY PLAN

SHEET
16
 OF
16

E-8474



City of Polk City, Iowa

City Council Agenda Communication

Date: May 24, 2021 City Council Meeting
To: Mayor Jason Morse & City Council
From: Chelsea Huisman, City Manager
Subject: Real Estate Purchase agreement with William C. Knapp

BACKGROUND: For the City Council's consideration on Monday, is an amended purchase agreement for real estate for the Regional Park Facility in the amount of \$800,000 in exchange for 57.36 acres of property. The City has a tentative closing date for the property of June 30, 2021.

The City Council previously approved a purchase agreement in October 2020; however, this agreement outlines the need for a post-closing development agreement to finalize a few outstanding items related to the Park facility layout and Knapp's development. Items that will be outlined in the development agreement include approximate location and purchase of a 2nd entrance into the park facility, the extension of Madison Drive (which will be the City's responsibility), and the granting of a future trail easement off of the SE corner off the property.

ALTERNATIVES: Do not approve the purchase agreement.

FINANCIAL CONSIDERATIONS: \$800,000. This purchase has been budgeted for in the current fiscal year budget.

RECOMMENDATION: It is my recommendation that the Council approve the updated purchase agreement with William C. Knapp.

REAL ESTATE PURCHASE AGREEMENT

BY THIS AGREEMENT, dated as of the date set forth below, the parties hereto declare, covenant and agree as follows:

1. **Definitions.** The following terms are hereby defined as set forth below for the purposes of this Agreement and shall be given such meanings wherever appearing in this Agreement unless the context requires otherwise, and subject to such further qualifications as are expressly set forth hereafter:

Buyer: City of Polk City, Iowa

Seller: William C. Knapp, L.C.

Closing

Date: June 30, 2021 (“Closing” or “Closing Date”)

Date of this

Agreement: May ____, 2021

Property: 57.36 acres to be legally described as Lot 25 Big Creek Commons Plat 1, City of Polk City, Polk County, Iowa, as shown on Exhibit A attached hereto and incorporated herein by reference.

Purchase

Price: \$800,000

2. **Purchase and Sale of Property.** Subject to and upon the terms, provisions, and conditions set forth herein, Seller agrees to sell and Buyer agrees to purchase the entire right, title and interest in and to the Real Estate, including all improvements and personal property appurtenant thereto (as owned by Seller) for the Purchase Price.
3. **Purchase Price.** The Purchase Price is \$800,000. The Purchase Price shall be paid as follows:
 - (a) Upon the execution of this Agreement by both parties, \$500.00 in Earnest Money shall be delivered by the Buyer to Knapp Properties Trust Account to be held in trust until the Closing; and
 - (b) The balance at Closing in cash or other readily available funds.
4. **Information Delivery Items.**

- 4.1 **Abstract of Title.** Seller shall deliver to the Buyer an Abstract of Title to the real estate updated to the date of this Agreement within thirty (30) days after the Closing Date. Seller shall be responsible for any cost incurred to be able to convey good and merchantable title in accordance with Iowa Land Title Standards of the Iowa State Bar Association, but subject to (i) applicable zoning ordinances, and (ii) easements, restrictions and reservations of record if any as part of the Post-Closing Development Agreement described below.
5. **Contingencies to Purchase.** Buyer's obligation to consummate the purchase of the Real Estate and to close is conditioned upon the satisfaction or waiver in Buyer's discretion of each of the following contingencies within the applicable time periods hereinafter specified:
- (a) **Council Approval.** The City Council of the City of Polk City, Iowa shall have approved this Purchase Agreement by Resolution of the Council.
- (b) **Title Approval.** Buyer shall deliver to Seller a complete copy of the title opinion of Buyer's counsel; and Seller shall have a reasonable time to correct any title defects. If Buyer's objections are not cured to Buyer's satisfaction prior to the Closing Date, then Buyer may either (i) cancel and terminate this Agreement; or (ii) waive any such remaining objections and approve the condition of title to the Real Estate then existing.
- (c) **Due Diligence.** Buyer shall perform any due diligence needed by it, including but not limited to completion by Buyer of an environmental review, prior to Closing ("Due Diligence Period"). The due diligence including any environmental and engineering review must be satisfactory to Buyer, in Buyer's sole discretion. If Buyer is not satisfied with the due diligence Buyer may cancel and terminate this Agreement by giving written notice of to Seller within the Due Diligence Period.
- (d) **Post-Closing Development Agreement.** Buyer and Seller shall agree to enter into a Post-Closing Development Agreement, prior to Buyer's waiver of its contingencies to purchase as provided hereunder, which Post-Closing Development Agreement shall be recorded with the Big Creek Commons Plat 1 platting documents and shall be in a form reasonably satisfactory to both Buyer and Seller and shall provide that: (i) Seller shall be responsible for the cost and construction of one entry into the Property in the approximate location as shown and as identified on the attached Exhibit A as street Lot 'D, which street Lot 'D' shall then be dedicated to the Buyer, who will be responsible for maintenance of that street Lot 'D' as an entry to the Property after acceptance of such improvement, (ii) Buyer and Seller shall work to identify a potential second entrance into the Property that may be purchased by the Buyer at the same cost per square foot for a total cost estimated to be \$3,448 as under this Purchase Agreement, which entrance area shall be constructed and paid for by the Buyer within a time period to be agreed upon by

the parties in the Post-Closing Development Agreement, (iii) the Buyer shall be responsible for the cost of any potential wetland mitigation on the Property after the Closing Date, (iv) the Buyer shall be responsible for the cost and construction of the extension of East Madison Avenue into the Property, (v) the Seller shall be responsible for the cost and construction of a north-south road to be known as N. 7th Street, from E. Northside Drive to the East Madison Avenue extension, in the approximate location identified on the attached Big Creek Commons Preliminary Plat attached as Exhibit B and incorporated herein by reference, within at time period to be agreed upon by the parties in the Post-Closing Development Agreement, (vi) the Buyer shall affirmatively agree, as part of the Post-Closing Development Agreement, that the Seller's use and development of the remaining land adjacent to the Property owned by Seller, including the road configurations and locations, the access points to the Property, any trails to be developed through the Buyer's Master Park Plan to the Property and lot development on the Southeast corner shall be as shown on the Big Creek Commons Preliminary Plat and are generally acceptable to the Buyer and that development by the Seller, its successors or assigns, in the manner shown on the attached Exhibit B shall be and are reasonably acceptable to the Buyer, (vii) Seller shall grant to Buyer a thirty foot (30') wide Trail Easement across that certain Outlot X identified on the Big Creek Commons Preliminary Plat upon request by the Seller and once that trail has been constructed at the Buyer's sole cost and expense, the Seller shall deed the Outlot X parcel to the neighboring land owner, subject to the terms and conditions of the Trail Easement, and (viii) Seller shall work with Buyer Post-Closing to deliver a final title opinion and updated abstract showing the Buyer has fee simple ownership of the Property in accordance with Iowa Land Title Standards of the Iowa State Bar Association, as described herein.

6. **Obligations, Representations and Warranties.**

6.1 **Seller's Representations.** Seller, in order to induce Buyer to enter into this offer and to purchase the Real Estate, hereby agrees to diligently undertake the performance of all obligations of Seller contained in this Paragraph 6.1, and additionally make the representations and warranties set forth herein:

- (a) Seller shall proceed diligently to provide all information required to be provided by Seller in paragraph 4 herein;
- (b) Prior to Closing, Seller shall complete any required platting of the property so that the Property herein can be conveyed to the Buyer by Warranty Deed;
- (c) Seller represents and warrants that it is the owner of the fee interest in the real estate, that it has the full right and power to convey the Real Estate to Buyer at the Closing, and that Seller knows of no unrecorded liens, claims, leases, licenses, or interests of any kind affecting the title to the Real Estate

or the use thereof;

- (d) Except as disclosed to Buyer, Seller has, to Seller's knowledge, not received a notice of any violation of any federal, state, county or municipal laws, ordinances, orders, regulations, or requirements affecting any portion of the Real Estate and has no knowledge of any fact or condition which should constitute such a violation.

6.2 **Buyer Representations.** Buyer, in order to induce Seller to enter into this Agreement and to sell the Real Estate and the Interest, hereby represents and warrants as follows:

- (a) Upon approval of the City Council this Agreement will be duly and validly executed and delivered by Buyer and constitute the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency or other similar laws of general application affecting the enforcement of creditors' rights or by general principles of equity limiting the availability of equitable remedies.

6.3 The parties acknowledge that each and every representation and warranty contained in this Article shall be true and accurate as of the execution of this Agreement and also as of the Closing Date.

7. **Taxes and Assessments.** Seller agrees to pay all Real Estate taxes and assessments prorated to the date of Closing. Seller agrees to pay any sanitary sewer, solid waste, water and other utility charges through the date of Closing.

8. **Closing Documents.**

8.1 At Closing, which shall take place at the offices of Knapp Properties or such other closing agent as mutually agreed to by both parties, Seller shall execute and/or deliver to Buyer the following:

- (a) **Warranty Deed.**
- (b) **Other Documents.** Any other document as may be required for recording this Agreement, including, but not limited to an Iowa Declaration of Value form and Groundwater Hazard Statement.
- (c) **Possession of the Real Estate.** Actual possession of the Real Estate.

8.2 At Closing, Buyer shall execute and/or deliver to Seller the following:

- (a) Cash or other readily available funds in the amount of the Purchase Price minus the earnest money.
- 8.3 After Closing, Seller shall execute and/or deliver to Buyer any documents that are required for Seller to deliver fee simple ownership of the Property in accordance with Iowa Land Title Standards of the Iowa State Bar Association, as described herein.
- 9. **Prorations, Costs.** The following items shall be prorated as of the Closing between Seller and Buyer as set forth herein:
 - (a) The Seller shall be charged with (i) the cost of real estate conveyance tax and other transfer taxes, if any, imposed by state or local authorities, (ii) the cost of the continuation of the Abstract of Title, and (iii) any costs related to the subdividing of the Property.
 - (b) Seller and Buyer shall each be responsible for the payment of the fees and expenses of their respective counsel in connection with the transactions contemplated by this Agreement.
- 10. **Remedies Upon Default.** In the event that either party defaults in their performance under the terms of this Agreement, the other party shall have all the rights and remedies available under the laws of the State of Iowa, including the right of the Seller to forfeit this Agreement in accordance with Chapter 656 of the Code of Iowa (2020), as amended.
- 11. **Date of Agreement.** This Agreement is being executed first by Buyer and then presented to Seller for execution. Each party shall date this Agreement beside its signature as of the date of such signature. The date of this Agreement shall be the date which is the later to occur of the date on which the Seller executes this Agreement or the date on which Buyer executes the Agreement.
- 12. **Miscellaneous.**
 - 12.1 This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations and understandings are superseded hereby and merged into this Agreement. No party shall be liable or bound to any other person hereto in any manner by an agreement, warranty, representation or guarantee, except as specifically set forth herein or in any instrument executed pursuant hereto.

- 12.2 If any term or provision of this Agreement is determined to be invalid, such invalid term of provision shall not affect or impair the remainder of this Agreement, but such remainder shall continue in full force and effect to the same extent as though the invalid term or provision were not contained herein.
- 12.3 Time is of the essence of this Agreement. Except as herein otherwise provided, this Agreement and all of the terms and provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, personal representatives, successors and assigns of the parties hereto.
- 12.4 The parties hereto agree to execute, acknowledge and deliver such other documents and instruments as may be reasonably necessary or appropriate to carry out the full intent and purpose of this Agreement.
- 12.5 This Agreement and the rights of the parties hereto shall be governed and construed in accordance with the laws of the State of Iowa.
- 12.6 This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.
- 12.7 This Agreement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Agreement by the City Clerk.
- 12.8 The parties agree that Seller may remove any item from the Real Estate, including but not limited to woodwork and hardware, prior to the date of Closing.

[Signatures on Following Page]

William C. Knapp, L.C.

City of Polk City, Iowa

By: _____
Gerard D. Neugent, Manager

By: _____
Jason Morse, Mayor

Attest:

Jenny Gibbons, City Clerk

I, Jenny Gibbons, City clerk of the City of Polk City, Iowa, do hereby certify that the within and foregoing Agreement was duly approved and accepted by the City Council of the City of Polk City, Iowa, by Resolution No. _____, passed on the _____ day of _____, 2021, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2021.

Jenny Gibbons, City Clerk

RESOLUTION NO. 2021-53

A RESOLUTION AUTHORIZING THE PURCHASE OF CERTAIN REAL ESTATE

WHEREAS, the City of Polk City, Iowa is desirous to purchase certain real estate owned by William C. Knapp and said property to be 57.36 acres for the Regional Park Facility; and

WHEREAS, a purchase price in the sum of \$800,000.00 has been negotiated by the seller and the City; and

WHEREAS, the real estate purchase agreement is attached hereto in the form of Exhibit "A"; and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Polk City hereby approves the real estate purchase agreement Exhibit "A" to purchase 57.36 acres of property for the Regional Park Facility in the amount of \$800,000.00.

BE IT FURTHER RESOLVED by the City Council of the City of Polk City that the Mayor and City Clerk are hereby authorized to execute the transaction on behalf of the City of Polk City, Iowa

PASSED AND APPROVED the 24th day of May 2021.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk



Date May 12, 2021

To: Chelsea Huisman
 City of Polk City
 P.O. Box 426
 Polk City, IA 50226-0426

INVOICE SUMMARY - MARCH SERVICES

Services from March 1, 2021 through March 31, 2021

GENERAL ENGINEERING

<u>2021 General Engineering</u>	121.0001	\$ 2,892.75
<i>Work sessions, Council Meetings, P&Z meeting, and coordination with staff re: agendas, resolutions, minutes.</i>		
<u>Building and Development issues:</u>	121.0001	\$ 3,458.50
<i>Meetings and coordination with developers, engineers, building inspector, and staff regarding various potential and ongoing projects, and building</i>		
<u>Water Dept:</u>	121.0001	\$ 193.50
<i>Compile construction observation documentation packets for Nick Furnass.</i>		
<u>Sanitary Sewer Dept:</u>	121.0001	\$ 802.50
<i>Determine TCI Plat 6 lift station upgrade schedule based on platting; review Big Creek State Park reporting and compliance with Mike Schulte, and construction observation document packets for Nick Furnass</i>		
<u>Miscellaneous Projects:</u>	121.0001	\$ 5,057.00
<i>Projects include Iowa DOT funding and project schedule, LWCF trail grant application, HyVee access locations, maintenance bond repairs, address Grid ad street namina conventions north of Huaa Drive. and GIS online.</i>		

SUBTOTAL \$ 12,404.25

CAPITAL IMPROVEMENT PROJECTS

2021 I & I Study - Phase 1	121.0300	\$ -
2021 Street Repairs	120.0908	\$ 6,100.00
Well #4 Repairs	121.025	\$ 7,675.50

SUBTOTAL \$ 13,775.50

REIMBURSABLE DEVELOPMENT REVIEW PROJECTS

Bridgeview Plat 2: Grading Permit & Tree Removal	119.0294	\$ 2,289.50
Bryant: Plat of Survey	121.0305	\$ 750.00
Edgewater Drive Extension (Lefkow): Construction Phase Services	120.0804	\$ 1,293.00
Four Seasons Polk City Plat 1: Preliminary Plat, TIS, SWMP concept	121.0138	\$ 2,818.25
Knapp Properties: Rezoning to R-1 and R-1A and Master Plan	120.1165	\$ 1,827.00
Kwik Star: Construction Phase	119.0816	\$ 1,226.00
Lakewoods Plat 2: SWMP, Construction Phase Services	119.1107	\$ 1,902.50
Ledgestone Ridge: PUD Master Plan, Preliminary Plat, Site Plan	121.0204	\$ 3,434.00
North Polk Intermediate School: Site Plan amendment	121.0306	\$ 1,650.00

SUBTOTAL \$ 17,190.25

TOTAL \$ 43,370.00