

# Agenda -Notice of Meeting

Polk City | City Council

\*\*\*\*\*

October 11, 2021 | 6:00 pm

City Hall-Council Chambers

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

**Call in locally to 515-329-8019 Participant Code 593054**

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

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

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

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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 [jcoffin@polkcityia.gov](mailto:jcoffin@polkcityia.gov) include your name and address for the record, if you are calling in please including the phone number you will be calling in with. The Mayor will recognize you for five minutes of comment.*

## 5. Consent Items

- a. City Council Meeting Minutes for September 27, 2021
- b. Claims listing October 11, 2021
- c. Resolution 2021-97 approving 28E agreement with Iowa Alcoholic Beverages Division (ABD) for Tobacco, Alternative Nicotine and Vapor Product Enforcement
- d. Set pay for Matt Meiners, Full-Time Firefighter/Paramedic at an annual salary of \$55,000
- e. Resolution 2021-98 approving Construction Drawings for Wolf Creek Townhomes Plat 13
- f. Resolution 2021-99 approving Plat of Survey adjusting lot lines for a part of Lot 37 and Lot 38 in Wolf Creek Townhomes Plat 1
- g. Receive and file the September 7, 2021, Library Board Meeting Minutes
- h. Receive and file the September 2021 Library Stats Report
- i. Receive and file the September 2021 Library Director Report
- j. Receive and file the FY21 Annual Library Survey
- k. Receive and file the FY21 Annual Library Summary
- l. Receive and file the September 2021 Parks & Recreation Department Report
- m. Receive and file the 2021 Q3 Parks & Recreation Program Summary
- n. Resolution 2021-100 accepting the public improvements for Bridgeview Plat 2
- o. Receive and file the September 2021 Water Department Report
- p. MOU with Waldorf University for Learning Partnership

## 6. Business Items

- a. Hearing for Freeman Family vicious dog appeal
  - i. Consider motion to affirm (or reverse) the order of removal issued by the Police Chief on September 30, 2021

- b. First Reading of Ordinance 2021-2000 Backflow Prevention
- c. Snyder & Associates Inc. invoice in the amount of 37,232.25 for August 2021 engineering services

**7. Reports & Particulars**

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

**8. Adjournment**

*--next meeting date October 25, 2021*

**MEETING MINUTES**  
**The City of Polk City**  
**City Council Meeting**  
**6:00 p.m., September 27, 2021**  
**City Hall – Council Chambers**

Polk City, City Council held a meeting in the City Hall Council Chambers with public participation in person and via phone at 6:00 p.m., September 27, 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 (via phone), Anderson, Sarchet | In attendance
3. **MOTION:** A motion was made by Walters and seconded by Sarchet to approve the agenda  
**MOTION CARRIED UNANIMOUSLY**
4. **Public Hearing:**
  - a. Mayor Morse opened the Public Hearing on the transfer of property to Fourstar Land Development at 6:00pm. City Clerk, Jenny Coffin, said that the notice was published September 17, 2021 and no comments had been received for or against the proposed transfer of property. City Manager Huisman provided a report about the transfer of property in exchange for a Recreational Trail Easement around the Twelve Oaks Park's Pond. No one was present that wished to be heard for or against the transfer of property.  
**MOTION:** A motion was made by Anderson and seconded by Dvorak to close the public hearing at 6:02pm.  
**MOTION CARRIED UNANIMOUSLY**
  - i. **MOTION:** A motion was made by Walters and seconded by Dvorak to approve Resolution 2021-94 approving the transfer of property to Fourstar Land Development in exchange for a Recreational Trail Easement  
**MOTION CARRIED UNANIMOUSLY**
5. **Public Comments** | None
6. **Consent Items**
  - a. City Council Meeting Minutes for September 13, 2021
  - b. City Council Work Session Meeting Minutes for September 13, 2021
  - c. Receive and file P&Z Commission Meeting Minutes for September 20, 2021
  - d. Claims listing September 27, 2021
  - e. August 2021 Finance Report
  - f. Receive and file the August 2021 Police Department Report
  - g. Receive and file the August 2021 Fire Department Report
  - h. Set pay for Anna Ehler, non-resident Paid-on-call Firefighter/EMT at a part-time rate of \$18.67 per hour and paid-on-call rate of \$16.32 per hour contingent upon successful completion of physical examination and background check
  - i. MOU with Central Iowa Code Consortium**MOTION:** A motion was made by Dvorak and seconded by Sarchet to approve the consent agenda items  
**MOTION CARRIED UNANIMOUSLY**
7. **Business Items**
  - a. **MOTION:** A motion was made by Sarchet and seconded by Walters to approve Resolution 2021-95 approving Plat of Survey for 309 2<sup>nd</sup> Street  
**MOTION CARRIED UNANIMOUSLY**
  - b. **MOTION:** A motion was made by Dvorak and seconded by Sarchet to approve Resolution 2021-96 approving Preliminary Plat for Hout Plat 1 (located within 2 miles of Corporate City Limits of Polk City)  
**MOTION CARRIED UNANIMOUSLY**
8. **Reports & Particulars** | Mayor, Council, City Manager, Staff, Boards, and/or Commissions
  - Public Works Director Schulte reported that an offer was made on a 2017 Street Sweeper with only 300 hours from a landscaping company for \$125,000. He thanked the Council for trusting Public Works enough to pre-approve such a purchase because with that approval the City was able to secure a piece of equipment that several other cities wanted but didn't have Council approval for yet.

- Parks & Recreation Director Thraen invited everyone out to the Fall Fest Saturday October 2<sup>nd</sup> from 3pm-7pm. He said this event is a joint exercise with Go Polk City and Fenders, a private business that will include a bike ride. Thraen reported that the Friends of the Parks will be taking over the ride in future years as a fundraising opportunity.
- Mayor Morse shared a letter from IMFOA congratulating City Clerk, Jenny Coffin, on obtaining the designation of Iowa Certified Municipal Clerk.

9. *Adjournment*

**MOTION:** A motion was made by Anderson and seconded by Dvorak to adjourn at 6:14 p.m.

**MOTION CARRIED UNANIMOUSLY**

*Next Meeting Date* –October 11, 2021

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Jason Morse, Mayor

Attest

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Jenny Coffin, City Clerk



CLAIMS REPORT		
CITY OF POLK CITY	DATED	10/11/2021
VENDOR	REFERENCE	AMOUNT
ACCUJET LLC	LYNDALE STREET ISSUES/CAMERA	\$ 618.26
AMANDA KAATS	YOGA IN THE PARK - SEPTEMBER21	\$ 150.00
AMAZON BUSINESS	COMMUNITY CENTER CHAIRS	\$ 2,157.55
ARNOLD MOTOR SUPPLY	VEHICLE PARTS & SUPPLIES	\$ 925.74
AUREON TECHNOLOGY	PHONE SERVICES	\$ 610.63
Automatic Systems Co	WATER PLANT REPAIRS	\$ 677.25
BAKER & TAYLOR	LIBRARY BOOKS	\$ 656.77
BANLEACO	SHARED COPIER LEASE	\$ 543.39
BARBIE ALLEN	PUMPKIN PAINTING REFUND	\$ 25.00
BRANDY YOUNG	PROGRAM FEE - CHAIR YOGA	\$ 200.00
BRICK LAW FIRM	ATTORNEY FEES	\$ 10,070.00
BURT DIRTWORKS	REPLACE INLET	\$ 10,996.54
LANCE CALDWELL	UTILITY DEPOSIT REFUND	\$ 50.00
CANINE TACTICAL	K-9 TRAINING	\$ 150.00
CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	\$ 338.85
CARRIE BUZZONI	UTILITY DEPOSIT REFUND	\$ 85.01
CENTRAL SALT, LLC	ROAD SALT	\$ 5,235.15
CENTURY LINK	PHONE SERVICE	\$ 1.75
CHAD LEWIS	PROGRAM FEE - LEGENDS & LORE	\$ 200.00
CHELSEA HUISMAN	ICMA CONFERENCE REIMBURSEMENTS	\$ 166.80
CHR TIRE AND AUTO	TRUCK REPAIRS AND TIRES	\$ 4,506.10
CITY LAUNDERING	FIRST AID SUPPLIES	\$ 30.26
CITY OF DES MOINES	WRA HOOK-UP	\$ 31,732.25
CITY OF POLK CITY	UB ASSISTANCE PROGRAM	\$ 431.07
CLARKE MOSQUITO CONTROL	MOSQUITO SPRAY	\$ 1,961.52
CLEANING CONNECTION INC	JANITORIAL - OCTOBER 2021	\$ 1,161.40
Crystal Clear Water Co	PURCHASED WATER	\$ 35.80
Custom Awards & Embroidery Inc	RETIREMENT CLOCK - PAM WITT	\$ 80.00
Custom Conveyor	UTILITY DEPOSIT REFUND	\$ 50.00
DAVID STROHBEHN	UTILITY DEPOSIT REFUND	\$ 88.96
DAVID BRYAN	UTILITY DEPOSIT REFUND	\$ 100.00
Des Moines Water Works	PURCHASED WATER	\$ 44,848.07
Dewey Ford	#21 LOF	\$ 62.95
EMILY YOUNG	PUMPKIN DOOR HANGER REFUND	\$ 38.00
ETECH SOLUTIONS LLC	TECHNOLOGY SERVICES	\$ 6,916.59
EVER GREENE SODDING/LANDSCAPE	LANDSCAPING	\$ 5,535.00
Ferguson Waterworks	WATER METERS	\$ 10,810.56
FIELD TRAINING SOLUTIONS	FTO SCHOOL - 2 OFFICERS	\$ 190.00
FIRST BANKCARD	CITY CREDIT CARD	\$ 6,163.27
GALL'S INC.	VEHICLE UNLOCK SUPPLIES	\$ 90.35
HAWKINS INC	CHLORINE	\$ 817.37
I.M.W.C.A.	WORKERS COMP INSURANCE	\$ 8,548.00
J.P. Cook Company	2022 PET LICENSE TAGS	\$ 93.30

JAMIE NOACK	PUMPKIN DOOR HANGER REFUND X 2	\$ 76.00
KEITH BORMANN	SQR PROJECT REFUND	\$ 863.46
L-TRON CORPORATION	SCANNER	\$ 329.00
LEWIS LAWN & LABOR, INC	SOIL RESTORATION PROJECT 2021	\$ 25,857.48
MARK DUNHAM	UTILITY DEPOSIT REFUND	\$ 100.00
MENARD'S	CITY SUPPLIES	\$ 848.29
METRO WASTE AUTHORITY	CONTRACT MANAGEMENT - SEP 2021	\$ 24,642.20
MI-FIBER	CITY INTERNET	\$ 59.95
MICROMARKETING, LLC	BOOKS ON CD	\$ 51.00
MIKE MCGOUGH	UTILITY DEPOSIT REFUND	\$ 13.88
MOODY'S INVESTOR SERVICE	2021 G/O ISSUANCE	\$ 13,500.00
NICHE ACADEMY	ONLINE TUTORIALS	\$ 500.00
OVERDRIVE INC	DIGITAL AUDIOBOOK	\$ 33.25
PAPA'S PIZZERIA	CITIZENS ACADEMY DINNER	\$ 250.00
PORTABLE PRO, INC.	PORTABLE SERVICE	\$ 675.00
PRIMARY SOURCE, INC.	COMMUNITY OUTREACH TATOOS	\$ 189.71
PRYOR LEARNING, INC.	FRED PRYOR SEMINARS - EXCEL	\$ 199.00
RANGEMASTERS TRAINING CENTER	UNIFORMS - ERNST	\$ 368.94
ROBERT NUEHRING	UTILITY DEPOSIT REFUND	\$ 42.97
RUAN, INCORPORATED	T10901-VEHICLE LEASE	\$ 1,588.04
Safe Building Comp. & Tech	BUILDING INSPECTIONS	\$ 7,026.95
STAPLES	SUPPLIES	\$ 85.95
STOREY KENWORTHY	UB STATEMENTS	\$ 931.71
SUE BURT	UTILITY DEPOSIT REFUND	\$ 23.00
TINA PRITCHETT	PUMPKIN DOOR HANGER REFUND	\$ 38.00
TOTAL QUALITY INC.	LAWNCARE	\$ 12,402.90
TRUCK EQUIPMENT INC.	EQUIPMENT REPAIRS	\$ 1,132.00
UPHDM OCCUPATIONAL MEDICINE	DOT TESTING	\$ 81.00
WENDY MOSDAL	PUMPKIN DOOR HANGER REFUND X 2	\$ 76.00
WEX - WRIGHT EXPRESS FLEET SERVICES	FIRE/POLICE/PUBLIC WORKS FUEL	\$ 5,649.67
Accounts Payable Total		\$ 255,784.86
GENERAL		\$ 73,770.13
ROAD USE		\$ 10,906.27
L.M.I		\$ 431.07
CAPITAL IMPROVEMENTS		\$ 13,500.00
WATER		\$ 60,012.98
SEWER		\$ 45,801.27
SOLID WASTE/RECYCLING		\$ 24,137.48
STORM WATER UTILITY		\$ 27,225.66
TOTAL FUNDS		\$ 255,784.86



## City of Polk City, Iowa

### City Council Agenda Communication

**Date:** September 30, 2021  
**To:** Mayor & City Council  
**From:** Chief Jeremy Siepker  
**Subject:** 28-E Agreement for Tobacco, Alt Nicotine and Vapor Product Enforcement

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**BACKGROUND:** The Polk City Police Department has participated in the Iowa Alcoholic Beverages Division (ABD) Tobacco Product Enforcement since 2015. This enforcement includes annual compliance checks at the business in Polk City that sell tobacco products. The attached 28-E Agreement is for FY22.

**ALTERNATIVES:** Do not enter into the attached 28-E agreement.

**FINANCIAL CONSIDERATIONS:** The Police Department is paid \$75 per compliance check.

**RECOMMENDATION:** It is my recommendation that the Police Department continues to participate in the ABD Tobacco Enforcement program and enter into the 28-E agreement for FY22.



Kim Reynolds     *Governor of Iowa*  
Adam Gregg     *Lieutenant Governor*  
  
Stephen Larson     *Administrator*

September 17, 2021

Dear I-PLEDGE Partner,

The Iowa Alcoholic Beverages Division (ABD) invites your department to participate in the I-PLEDGE Tobacco, Alternative Nicotine and Vapor Product Enforcement Program for fiscal year 2022 (July 1, 2021 – June 30, 2022). The benefit of a partnership between ABD and law enforcement agencies is evidenced by the 90% statewide compliance rate obtained by tobacco retailers in FY2021.

In order to be an I-PLEDGE partner in fiscal year 2022, you must sign and return the enclosed 28E Agreement. After reviewing the agreement and verifying the contact information for your department, please sign the agreement with a witness on the last page and return the entire agreement in the self-addressed envelope provided. A copy of the executed agreement will be returned to your office along with an enforcement handbook.

It is important to remember that ABD is required to conduct one (1) compliance check of each tobacco, alternative nicotine and vapor product retailer during FY2022, with a repeat check of any business that fails the first compliance check. Section 5.1.2 of the 28E Agreement details the dates by which compliance checks need to be performed. Once compliance checks are completed, it is imperative that your department electronically submit compliance check results to ABD in a timely manner to ensure prompt payment to your department. Instructions on how to electronically submit compliance check results to ABD will be included in the enforcement handbook.

Keep in mind that alternative nicotine and vapor products are age-restricted according to Iowa Code § 453A.2, and therefore included as part of the I-PLEDGE program. Attempts to purchase alternative nicotine and vapor products may be conducted at any retailer that sells these products. Additional details regarding these age-restricted products will be included in the enforcement handbook.

On June 29, 2020, Governor Reynolds signed legislation which increased the state minimum age to purchase tobacco, alternative nicotine and vapor products from 18 to 21 years. State of Iowa law is now reflective of the federal minimum age to purchase which was raised on December 20, 2019. Due to this law change, underage purchasers from the age of sixteen to twenty years old may be utilized in the program. If utilizing multiple underage purchasers to perform compliance checks, please ensure that a representative mix of 16, 17, 18, 19 and 20 year old underage purchasers are used when feasible.

In an effort to accommodate departments due to the Covid 19 pandemic, all departments are assigned to Schedule 3 during fiscal year 2022. This continued effort from fiscal year 2021, means compliance check due dates were expanded for departments that are usually a Schedule 1 or Schedule 2. You will find details on compliance check due dates within the enclosed agreement. Please remember to reach out to ABD if your department experiences difficulties meeting compliance check due dates during the program year.

The necessary materials to carry out the agreement will be sent to the contact person specified in Section 13.10 of the 28E Agreement. In the meantime, feel free to contact 515.281.7434 or [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com) with questions regarding the enclosed agreement.

Sincerely,

Jessica Ekman  
Tobacco Program Coordinator

**RESOLUTION NO. 2021-97**

**A RESOLUTION APPROVING A 28E AGREEMENT BETWEEN THE CITY OF  
POLK CITY AND IOWA ALCOHOLIC BEVERAGES DIVISION FOR TOBACCO,  
ALTERNATIVE NICOTINE AND VAPOR PRODUCT ENFORCEMENT**

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**WHEREAS**, the Iowa Alcoholic Beverages Division (ABD) and the Polk City Police Department desire to provide tobacco, alternative nicotine and vapor product enforcement of Iowa Code Chapter 453A; and

**WHEREAS**, an agreement has been reached between the City Council of the City of Polk City and the Iowa ABD concerning this matter as shown on the attached 28E Agreement which the Polk City Police Chief supports and recommends.

**BE IT, THEREFORE, RESOLVED** by the City Council of the City of Polk City, Iowa, that the 28E Agreement in the form attached hereto as Exhibit "A" for tobacco, alternative nicotine and vapor product enforcement is hereby approved.

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

**DATED** this 11 day of October 2021.

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Jason Morse, Mayor

Attest:

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Jenny Coffin, City Clerk

**28E AGREEMENT FOR  
TOBACCO, ALTERNATIVE NICOTINE AND  
VAPOR PRODUCT ENFORCEMENT**

**SCHEDULE 3**

**THIS AGREEMENT** is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between the Iowa Alcoholic Beverages Division ("ABD"), and the Polk City Police Department (The "Department"). The parties agree as follows:

**SECTION 1. IDENTITY OF THE PARTIES.**

- 1.1 Iowa ABD.** The ABD is authorized pursuant to Iowa Code Chapter 453A and a Memorandum of Understanding with the Iowa Department of Public Health to provide enforcement for Iowa's tobacco, alternative nicotine and vapor product laws. The ABD's address is: 1918 SE Hulsizer Road, Ankeny, Iowa 50021.
- 1.2 Department.** The Department operates a duly recognized Iowa law enforcement agency. The Department's address is:

**Polk City Police Department**  
309 W. Van Dorn Street - P.O. Box 381, Polk City, Iowa 50226

**SECTION 2. PURPOSE.** The parties have entered into this Agreement for the purpose of providing and funding tobacco, alternative nicotine and vapor product enforcement activities in compliance with Iowa Code § 453A.2.

**SECTION 3. TERM.** The term of the Agreement shall be from the aforementioned date through June 30, 2022, unless earlier terminated in accordance with the terms of the Agreement.

**SECTION 4. FILING.** Pursuant to Iowa Code § 28E.8, the ABD shall electronically file the Agreement with the Iowa Secretary of State, after the parties have executed the agreement.

**SECTION 5. RESPONSIBILITIES OF THE PARTIES.**

**5.1 Responsibilities of the Department.**

- 5.1.1 Local Tobacco, Alternative Nicotine and Vapor Product Enforcement.** The Department shall provide tobacco, alternative nicotine and vapor product enforcement of Iowa Code Chapter 453A.
- 5.1.2 Compliance Checks.** "Compliance checks" mean activity to enforce tobacco, alternative nicotine and vapor product laws in accordance with Iowa Code § 453A.2 within the jurisdiction of the Department. Compliance checks also may include

enforcement of § 453A.2 within additional jurisdictions upon agreement of the Parties. ABD shall make available to the Department the location of each tobacco, alternative nicotine and vapor product permit holder subject to a compliance check by the Department at <https://tobacco.iowaabd.com/>.

**The Department shall perform one (1) compliance check of each tobacco, alternative nicotine and vapor product permit holder within the jurisdiction of the Department during the term of the Agreement. Please note that alternative nicotine and vapor products are age-restricted pursuant to Iowa Code § 453A.2, and are therefore included in the I-PLEDGE program. Attempts to purchase alternative nicotine and vapor products may be conducted at any retailer that sells these products.**

**The Department shall not begin to conduct any retailer compliance checks until October 1, 2021.**

The compliance check shall be completed and submitted for reimbursement to ABD by **February 15, 2022**. The Department should try to complete a compliance check of all seasonal businesses such as golf courses, marinas and bait shops before the businesses close for the 2021 business year, but not before October 1, 2021. If the department is unable to complete the compliance checks on seasonal businesses prior to the businesses close for the 2021 business year, the Department shall work with ABD to establish a plan for completing these compliance checks.

The Department shall conduct a second compliance check on any retailer that is found to be non-compliant during the first inspection. The second compliance check on the non-compliant retailer shall be completed and entered no later than **May 15, 2022**.

Clerks that fail compliance checks shall be ticketed criminally.

The Department shall, within seven (7) business days, notify the retail owner or manager of any violation. Within seventy-two (72) hours of the Department issuing a citation for a violation of Iowa Code § 453A.2(1) to a permit-holder or employee of a permit-holder, the Department must notify the local permit-issuing authority that issued the tobacco, alternative nicotine and vapor product permit to the retailer where the offense was committed.

If the Department fails to complete and submit reimbursement for compliance checks to ABD by **February 15, 2022**, ABD will consult with the Department to establish a plan for completing the remaining compliance checks. In the event that the Department fails to execute the agreed upon plan, the Department agrees that ABD may authorize the Iowa State Patrol or other law enforcement agency to conduct any remaining compliance checks.

**5.1.3 Underage Purchaser Volunteers.** Utilization of underage purchaser volunteers is strongly encouraged where feasible. The Department may compensate the underage purchasers involved in the compliance checks in a manner consistent with

Section 6. Underage purchasers from the age of sixteen to twenty years old may be utilized in the program. Keep in mind that the federal government (SYNAR) will not allow underage purchasers under the age of sixteen to be used to conduct compliance checks. Please ensure that the officers assigned to conduct the compliance checks do not work with an underage purchaser younger than age of sixteen. If utilizing multiple underage purchasers to perform compliance checks, please ensure that a representative mix of 16, 17, 18, 19 and 20 year old underage purchasers are used when feasible.

**5.1.4 Routine Enforcement.** In addition to conducting compliance checks, the Department agrees to regularly enforce underage tobacco, alternative nicotine and vapor product laws by ticketing underage offenders.

**5.1.5 Civil Proceedings.** The Department shall cooperate with city, county and state prosecutors if civil permit proceedings are initiated against a tobacco, alternative nicotine and vapor product permit holder. The Department shall also cooperate in proceedings against cited clerks and underage persons. Cooperation shall include, but not be limited to, sharing investigative reports and copies of issued citations, as well as providing witness statements and testimony.

**5.1.6 Compliance Reports.** The Department shall provide monthly reports to the ABD in the manner prescribed by the ABD.

**5.1.7 Miscellaneous.** The Department shall be responsible for the day-to-day administration of its tobacco, alternative nicotine and vapor product enforcement activities. The Department shall provide all office space, equipment and personnel necessary to conduct tobacco, alternative nicotine and vapor product enforcement activities under the Agreement. The Department is solely responsible for the selection, hiring, disciplining, firing and compensation of its officers.

## **5.2 Responsibilities of the ABD.**

**5.2.1 Enforcement Guidance.** The ABD shall provide guidance on tobacco, alternative nicotine and vapor product enforcement to the Department, if needed, and cooperate with the Department in the performance of the Agreement.

**5.2.4 Payment.** The ABD shall pay the Department in the manner described in Section 6.

**5.2.5 Cooperation.** If ABD believes that any officer of the Department fails to perform duties in a manner that is consistent with the Agreement, the ABD shall notify the Department. The Department shall then take such action as necessary to investigate and, if appropriate, discipline or reassign the officer away from tobacco, alternative nicotine and vapor product enforcement activities. The ABD shall have no authority to discipline or reassign an officer, except that the ABD shall have the



authority to stipulate that a particular officer not be assigned to provide services under the Agreement.

- 5.2.6 Insurance, Benefits and Compensation.** The ABD shall not provide for, nor pay, any employment costs of the Department's officers including, but not limited to, worker's compensation, unemployment insurance, health insurance, life insurance and any other benefits or compensation, nor make any payroll payments with respect to the Department's officers. The ABD shall have no liability whatsoever for all such employment costs or other expenses relating to, or for the benefit of, the Department's officers.

## **SECTION 6. PAYMENT TO DEPARTMENT.**

- 6.1 Method of Payment.** In consideration for providing the services required by the Agreement, the Department shall be paid on a flat fee basis of seventy-five dollars (\$75) per reported compliance check. The flat fee payment for each compliance check constitutes the full and exclusive remuneration for the compliance checks. For example, compensation of underage purchasers is the sole responsibility of the Department and is to be paid from the flat fee payment.
- 6.2 Eligible Claims.** Compliance checks that are conducted on or after **October 1, 2021** are eligible for payment provided that the results are reported in accordance with Section 5. Any compliance checks that were funded by a non-departmental entity are not eligible for payment.
- 6.3 Allocations.** The costs of the services referred to in Section 6.1 shall be allocated as follows:
- 6.3.1 Sole Activity.** Money paid to the Department, pursuant to the Agreement, shall be used to fund overtime of full- or part-time peace officer positions solely for tobacco, alternative nicotine and vapor product enforcement activities described in the Agreement. Money also shall be used for compensation, if any, of underage purchasers. In addition, the Department may use money paid pursuant to the Agreement for reasonable Department expenditures, including, but not limited to, officer training and equipment, provided that such expenditures do not impair the Department's ability to perform tobacco, alternative nicotine and vapor product enforcement activities.
- 6.3.2 Payment in Arrears.** The ABD may pay all approved invoices in arrears and in conformance with Iowa Code § 8A.514. The ABD, consistent with Iowa Code § 8A.514, may pay in less than the specified time period. Payment by the ABD in fewer than sixty (60) days, however, does not constitute an implied waiver of that Code section.

**SECTION 7. ADMINISTRATION OF AGREEMENT.** The ABD and the Department shall jointly administer the Agreement.

**SECTION 8. NO SEPARATE ADMINISTRATIVE ENTITY.** No new or separate legal or administrative entity is created by the Agreement.

**SECTION 9. NO PROPERTY ACQUIRED.** The ABD and the Department, in connection with the performance of the Agreement, shall acquire no real or personal property.

**SECTION 10. TERMINATION.**

**10.1 Termination for Convenience.** Following twenty (20) days written notice, either party may terminate the Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination for convenience, the non-terminating party shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under the Agreement to the terminating party up to and including the date of termination.

**10.2 Termination Due to Lack of Funds or Change in the Law.** Notwithstanding anything in this Contract to the contrary, and subject to the limitations set forth below, ABD shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following:

**10.2.1** The legislature or governor fail in the sole opinion of ABD to appropriate funds sufficient to allow ABD to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract:

**10.2.2** If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by ABD to make any payment hereunder are insufficient or unavailable for any other reason as determined by ABD in its sole discretion.

**10.3 Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for any party to declare another party in default of its obligations under the Agreement:

**10.3.1** Failure to observe and perform any covenant, condition or obligation created by the Agreement;

**10.3.2** Failure to make substantial and timely progress toward performance of the Agreement;

**10.3.3** Failure of the party's work product and services to conform with any specifications noted herein;

**10.3.4** Infringement of any patent, trademark, copyright, trade dress or any other intellectual property right.

**10.4 Notice of Default.** If there occurs a default event under Section 10.3, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:

**10.4.1** Immediately terminate the Agreement without additional written notice; or,

**10.4.2** Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.

In either event, the non-defaulting party may seek damages as a result of the breach or failure to comply with the terms of the Agreement.

## **SECTION 11. INDEMNIFICATION.**

**11.1 By ABD.** Consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 669, ABD agrees to defend and indemnify the Department and hold it harmless against any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable attorney's fees of counsel required to defend the Department, related to or arising out of ABD's negligent or wrongful acts or omissions in the performance of the Agreement.

**11.2 By the Department.** Consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 670, the Department agrees to defend and indemnify and hold the State of Iowa and ABD harmless from any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable governmental attorney's fees and the costs and expenses of attorney fees of other counsel required to defend the ABD, related to or arising from any negligent or wrongful acts or omissions of the Department in the performance of this Agreement.

## **SECTION 12. CONTACT PERSON.**

**12.1 Contact Person.** At the time of execution of the Agreement, each party shall designate, in writing, a Contact Person to serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of the Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement.

## SECTION 13. CONTRACT ADMINISTRATION.

- 13.1 **Amendments.** The Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to the Agreement must be fully executed by the parties.
- 13.2 **Third Party Beneficiaries.** There are no third party beneficiaries to the Agreement. The Agreement is intended only to benefit ABD and the Department.
- 13.3 **Choice of Law and Forum.** The terms and provisions of the Agreement shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with the Agreement shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. This provision shall not be construed as waiving any immunity to suit or liability that may be available to the State of Iowa, ABD or the Department.
- 13.4 **Assignment and Delegation.** The Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party.
- 13.5 **Integration.** The Agreement represents the entire Agreement between the parties and neither party is relying on any representation that may have been made which is not included in the Agreement.
- 13.6 **Headings or Captions.** The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.
- 13.7 **Not a Joint Venture.** Nothing in the Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, association of any kind or agent and principal relationship between the parties. Each party shall be deemed an independent contractor acting toward the expected mutual benefits. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon the other party to the Agreement.
- 13.8 **Supersedes Former Agreements.** The Agreement supersedes all prior Agreements between ABD and the Department for the services provided in connection with the Agreement.
- 13.9 **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of ABD and the Department, failure by any party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.
- 13.10 **Notices.** Notices under the Agreement shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to

receive notice as it appears below or as otherwise provided for by proper notice here under. This person shall be the Contact Person. The effective date for any notice under the Agreement shall be the date of delivery of such notice (not the date of mailing) which may be effected by certified U.S. Mail return receipt requested with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS. Failure to accept "receipt" shall constitute delivery.

If to ABD:

Jessica Ekman  
Tobacco Program Coordinator  
Iowa Alcoholic Beverages Division  
1918 SE Hulsizer Road  
Ankeny, Iowa 50021  
515-281-7434  
Email: Ekman@IowaABD.com

If to Department:

Chief Trace Kendig  
Polk City Police Department  
309 W. Van Dorn Street - P.O. Box 381  
Polk City, Iowa 50226  
Email: tkendig@polkcityia.gov

- 13.11 **Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Agreement, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed any party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way un-remedied, unsatisfied or un-discharged.
- 13.12 **Severability.** If any provision of the Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Agreement.
- 13.13 **Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Agreement.
- 13.14 **Authorization.** Each party to the Agreement represents and warrants to the other that:
- 13.14.1 It has the right, power and authority to enter into and perform its obligations under the Agreement.
- 13.14.2 It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Agreement, and the Agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

- 13.15 Successors in Interest.** All the terms, provisions and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
- 13.16 Record Retention and Access.** The Department shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to ABD throughout the term of the Agreement for a period of at least three (3) years following the date of final payment or completion of any required audit, whichever is later. The Department shall permit the Auditor of the State of Iowa or any authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Department relating to orders, invoices, or payments or any other documentation or materials pertaining to the Agreement. The Department shall not impose a charge for audit or examination of the books and records.
- 13.17 Additional Provisions.** The parties agree that any Addendum, Rider or Exhibit, attached hereto by the parties, shall be deemed incorporated herein by reference.
- 13.18 Further Assurances and Corrective Instruments.** The parties agree that they shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Agreement.

#### **SECTION 14. EXECUTION.**

**IN WITNESS WHEREOF**, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the Agreement and have caused their duly authorized representatives to execute the Agreement.

**By Alcoholic Beverages Division**

\_\_\_\_\_  
**Joshua Happe**  
**Regulatory Compliance Bureau Chief**

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

**By Law Enforcement Agency**

\_\_\_\_\_  
**Department Official**

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

\_\_\_\_\_  
**Department Witness**

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



## City of Polk City, Iowa

### City Council Agenda Communication

**Date:** October 11, 2021  
**To:** Mayor & City Council  
**From:** Jim Mitchell – Fire Chief  
**Subject:** Full-Time Pay Rate Approval

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**BACKGROUND:** The Fire Department budgeted for a full-time Firefighter/Paramedic for fiscal year 2021/2022, which was approved by the Council. We conducted interviews and determined the best candidate was Matthew Meiners. Matt has been a paid-on-call member for approximately four years. So, Matt and his family live in Polk City. Matt meets all of the requirements including becoming a paramedic within the past month. Therefore, we have offered Mr. Meiners the full-time Firefighter/Paramedic position.

**ALTERNATIVES:** N/A

**FINANCIAL CONSIDERATIONS:** This salary has been budgeted and approved for fiscal year '21/'22. This position will alleviate the need to fill the daytime part-time Paramedic position every third day and assures a Firefighter/Paramedic for 24 hours every third day.

**RECOMMENDATION:** We recommend approving this pay at \$55,000.00 per year as a salary position for Matthew Meiners. Matt will work 24 hours and then off for 48 hours.

We feel Mr. Meiners will be a great asset to the Polk City Fire Department and very excited to have Matt transition from paid-on-call to full-time.

**CONSTRUCTION DRAWINGS REVIEW**

Date: October 7, 2021

Prepared by: Travis Thornburgh, E.I.  
Jeff Nash, P.E.Project: Wolf Creek Townhomes Plat 13  
Public Improvements

Project No.: 121.0195.01

**REVIEW COMMENTS:**

Pursuant to our review of Submittal #3, based on the Construction Drawings, we offer the following comments. Snyder & Associates reserves the right to add review comments following provision of requested information.

**General Comments:**

1. Provide a pdf of a signed Amended Preliminary Development Plan / Site Plan / Preliminary Plat as approved by City Council for our files.
2. Add a note to the construction drawings stating, "Contractor to remove existing monument sign no later than March 1, 2022. All salvaged materials must be stored outside of public easements and Right of Way. Contractor shall be responsible for proper disposal of all materials that are not to be reused."

**NOTE:**

**Review of the construction drawings by Snyder & Associates as the City Engineer is for general conformance with Polk City's Subdivision Ordinance and SUDAS only. The developer's engineer is solely responsible for their design and ensuring its full compliance with all applicable code requirements and permits.**



**RESOLUTION NO. 2021-98**

**A RESOLUTION APPROVING THE CONSTRUCTION DRAWINGS FOR  
WOLF CREEK TOWNHOMES PLAT 13**

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**WHEREAS**, Civil Design Advantage, on behalf of Iowa Asset Acquisition II, LLC., the Developer for Wolf Creek Townhomes Plat 13, has submitted the Construction Drawings for Public Improvements associated with Wolf Creek Townhomes Plat 13; and

**WHEREAS**, said Construction Drawings appear to be in general conformance with Polk City's Subdivision Regulations, SUDAS and the approved Preliminary Plat/ Site Plan for Wolf Creek Townhomes; 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 deems it appropriate to approve the Construction Drawings for Public Improvements for Wolf Creek Townhomes Plat 13.

**PASSED AND APPROVED** the 11<sup>th</sup> day October 2021.

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Jason Morse, Mayor

ATTEST:

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Jenny Coffin, City Clerk

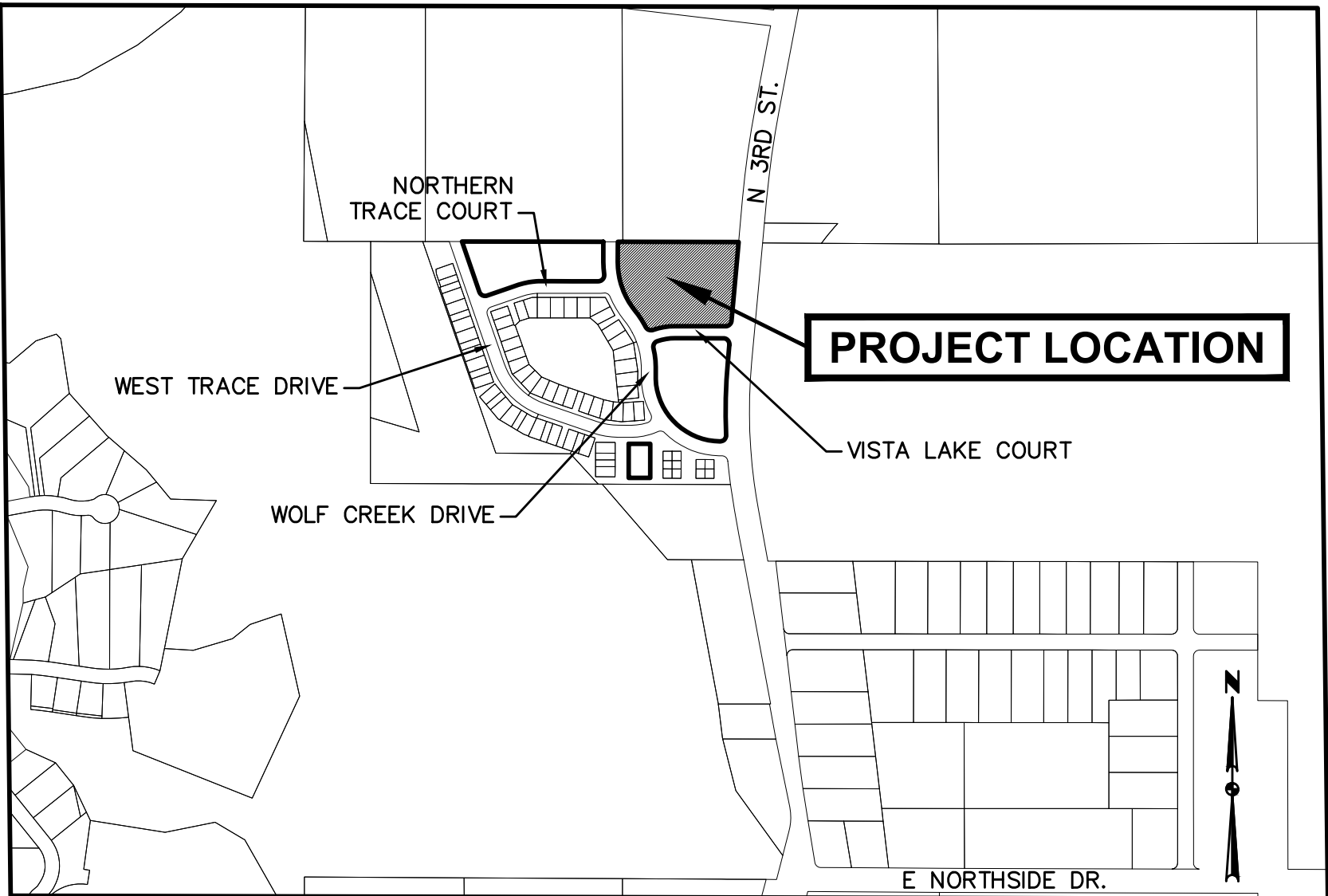
PUBLIC IMPROVEMENT PLANS FOR:

# WOLF CREEK TOWNHOMES PLAT 13

POLK CITY, IOWA

## VICINITY MAP

NOT TO SCALE



POLK CITY, IOWA

## OWNER/DEVELOPER

IOWA ASSET ACQUISITION, LLC  
CONTACT: SASI KARUTURI  
2540 73RD STREET  
URBANDALE, IA 50322  
PH. (515) 735-8896

## ENGINEER/ SURVEYOR

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

## ZONING

PLANNED UNIT DEVELOPMENT (PUD)

## DATE OF SURVEY

MAY 6, 2021

## SUBMITTAL DATES

FIRST SUBMITTAL: 07/02/2021  
SECOND SUBMITTAL: 09/22/2021  
THIRD SUBMITTAL: 09/29/2021  
FOURTH SUBMITTAL: 10/08/2021

THIS PROJECT REQUIRES AN IOWA NPDES PERMIT #2. CIVIL DESIGN ADVANTAGE WILL PROVIDE THE PERMIT AND INITIAL STORM WATER POLLUTION PREVENTION PLAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR UPDATING THE STORM WATER POLLUTION PREVENTION PLAN THROUGHOUT CONSTRUCTION AND MEETING ALL LOCAL, STATE AND FEDERAL REGULATIONS.

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

THE MOST RECENT EDITION OF THE IOWA STATEWIDE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS MANUAL SHALL APPLY TO ALL WORK ON THIS PROJECT EXCEPT AS MODIFIED HEREIN.

## BENCHMARKS

- BURY BOLT ON HYDRANT AT SOUTHWEST CORNER OF WOLF CREEK DRIVE AND VISTA LAKE COURT. ELEVATION = 866.08
- CUT 'X' AT INTERSECTION OF WOLF CREEK DRIVE CENTERLINE AND NORTHERN TRACE COURT CENTERLINE AT SOUTHEAST CORNER OF SITE. ELEVATION = 862.26
- CUT 'X' AT INTERSECTION OF WEST TRACE DRIVE CENTERLINE AND NORTHERN TRACE COURT CENTERLINE. ELEVATION = 863.86

## INDEX OF SHEETS

NO.	DESCRIPTION
1	TITLE SHEET
2	HYDRANT COVERAGE PLAN
3	TYPICAL SECTION AND DETAILS
4	SIDEWALK RAMP DETAILS
5	QUANTITIES, REFERENCE & GENERAL NOTES
6	TYPICAL POLK CITY CONSTRUCTION NOTES
7-8	PLAN AND PROFILE

## GENERAL LEGEND

PROPOSED	EXISTING
SECTION LINE	EXISTING R.O.W.
CENTER LINE	EXISTING EASEMENT
RIGHT OF WAY	SANITARY MANHOLE
PERMANENT EASEMENT	WATER VALVE BOX
TEMPORARY EASEMENT	FIRE HYDRANT
TYPE SW-501 STORM INTAKE	WATER CURB STOP
TYPE SW-503 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-505 STORM INTAKE	STORM SEWER SINGLE INTAKE
TYPE SW-506 STORM INTAKE	STORM SEWER DOUBLE INTAKE
TYPE SW-513 STORM INTAKE	FLARED END SECTION
TYPE SW-401 STORM MANHOLE	DECIDUOUS TREE
TYPE SW-402 STORM MANHOLE	CONIFEROUS TREE
TYPE SW-301 SANITARY MANHOLE	DECIDUOUS SHRUB
STORM/SANITARY CLEANOUT	CONIFEROUS SHRUB
WATER VALVE	ELECTRIC POWER POLE
FIRE HYDRANT ASSEMBLY	STREET LIGHT
SIGN	UTILITY POLE W/ LIGHT
DETECTABLE WARNING PANEL	ELECTRIC BOX
STORM SEWER STRUCTURE NO.	ELECTRIC TRANSFORMER
STORM SEWER PIPE NO.	TRAFFIC SIGN
SANITARY SEWER STRUCTURE NO.	TELEPHONE JUNCTION BOX
SANITARY SEWER PIPE NO.	TELEPHONE MANHOLE/VAULT
SANITARY SEWER WITH SIZE	TELEPHONE POLE
SANITARY SERVICE	GAS VALVE BOX
STORM SEWER	CABLE TV JUNCTION BOX
STORM SERVICE	CABLE TV MANHOLE/VAULT
WATERMAIN WITH SIZE	MAIL BOX
WATER SERVICE	BENCHMARK
SAWCUT (FULL DEPTH)	UNDERGROUND TV CABLE
SILT FENCE	GAS MAIN
	FIBER OPTIC
	UNDERGROUND TELEPHONE
	OVERHEAD ELECTRIC
	UNDERGROUND ELECTRIC
	FIELD TILE
	SANITARY SEWER W/ SIZE
	STORM SEWER W/ SIZE
	WATER MAIN W/ SIZE

**CD**

**CIVIL DESIGN ADVANTAGE**

3405 SE CROSSROADS DR. SUITE G GRIMES, IOWA 50111  
PH: (515) 369-4400 Fax: (515) 369-4410  
PROJECT NO. 2006.287

**IOWA ONE CALL**

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

through 8pm  
Call before you dig.

	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.  JARED M. MURRAY, P.E. DATE  LICENSE NUMBER 23496 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2021 PAGES OR SHEETS COVERED BY THIS SEAL: ALL SHEETS
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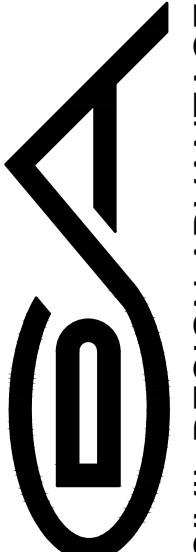
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DATE PLOTTED: 10/8/2021 7:51 AM  
PLOTTER: HP DesignJet 5000  
DRAWN BY: J. OBSON

COMMENTS:  
NONE



REVISIONS		DATE	
FOURTH SUBMITTAL	10/08/2021		
THIRD SUBMITTAL	09/29/2021		
SECOND SUBMITTAL	09/22/2021		
FIRST SUBMITTAL	07/02/2021		

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



CIVIL DESIGN ADVANTAGE

**WOLF CREEK TOWNHOMES PLAT 13**  
**HYDRANT COVERAGE PLAN**

POLK CITY, IOWA

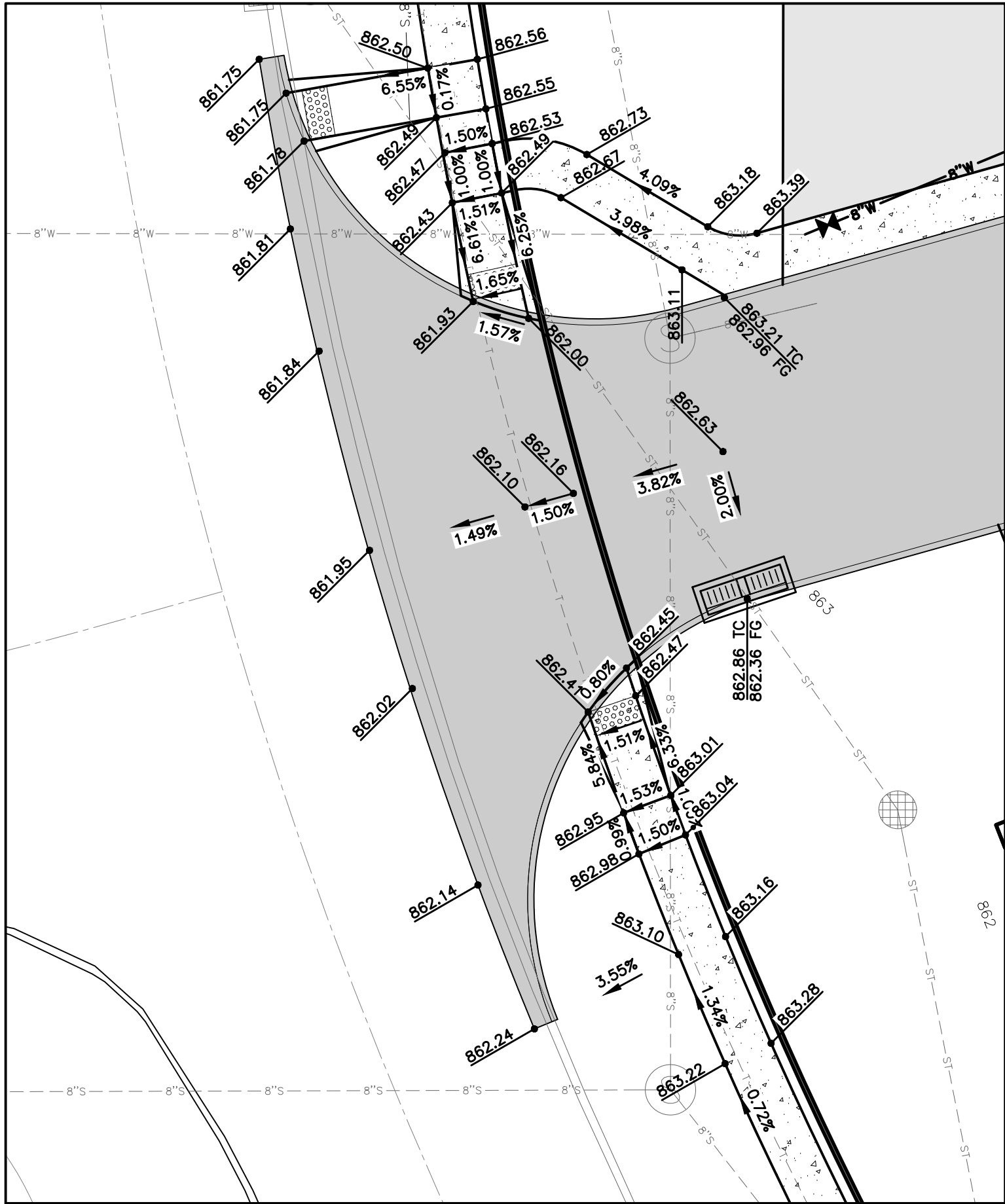
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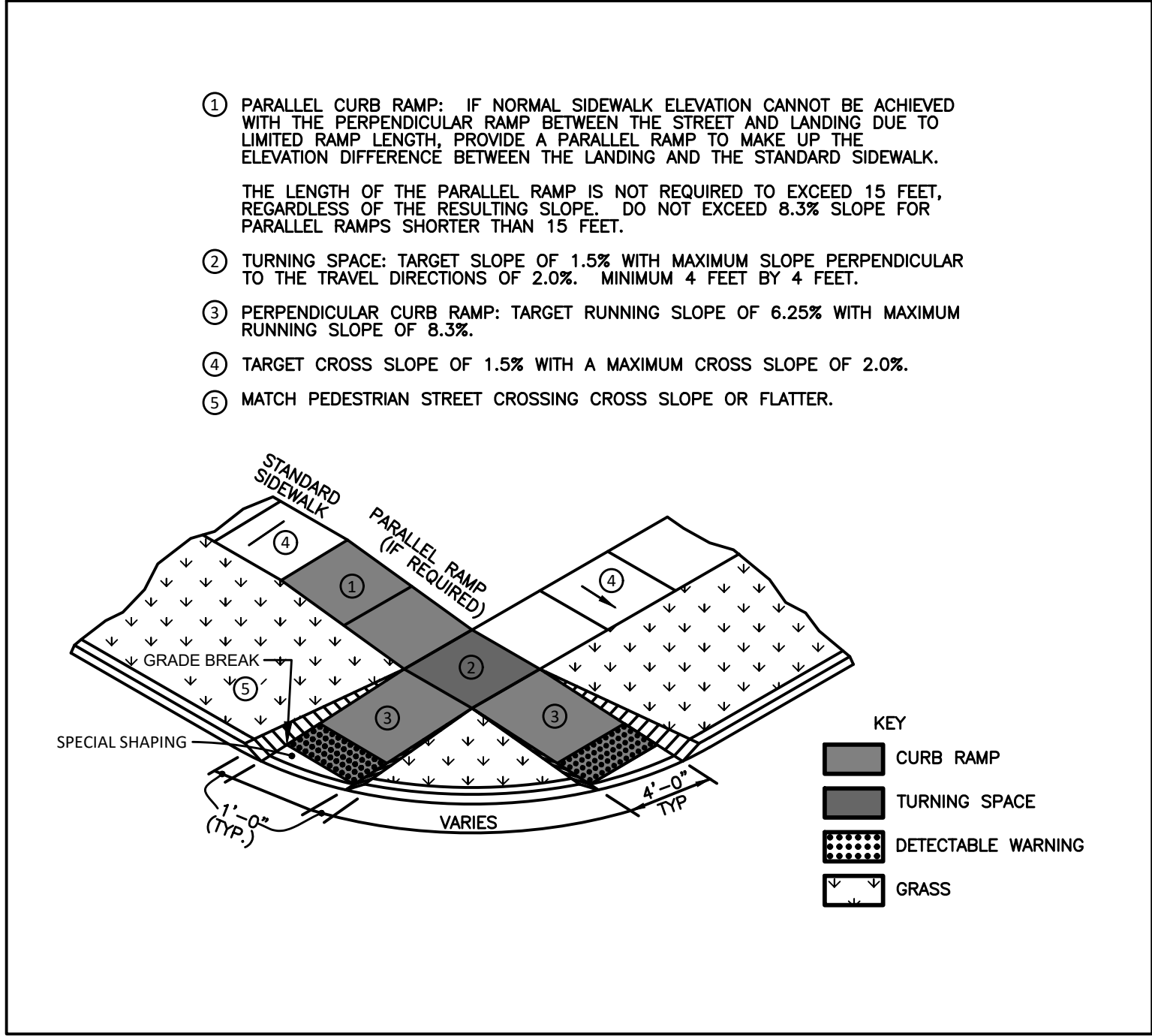
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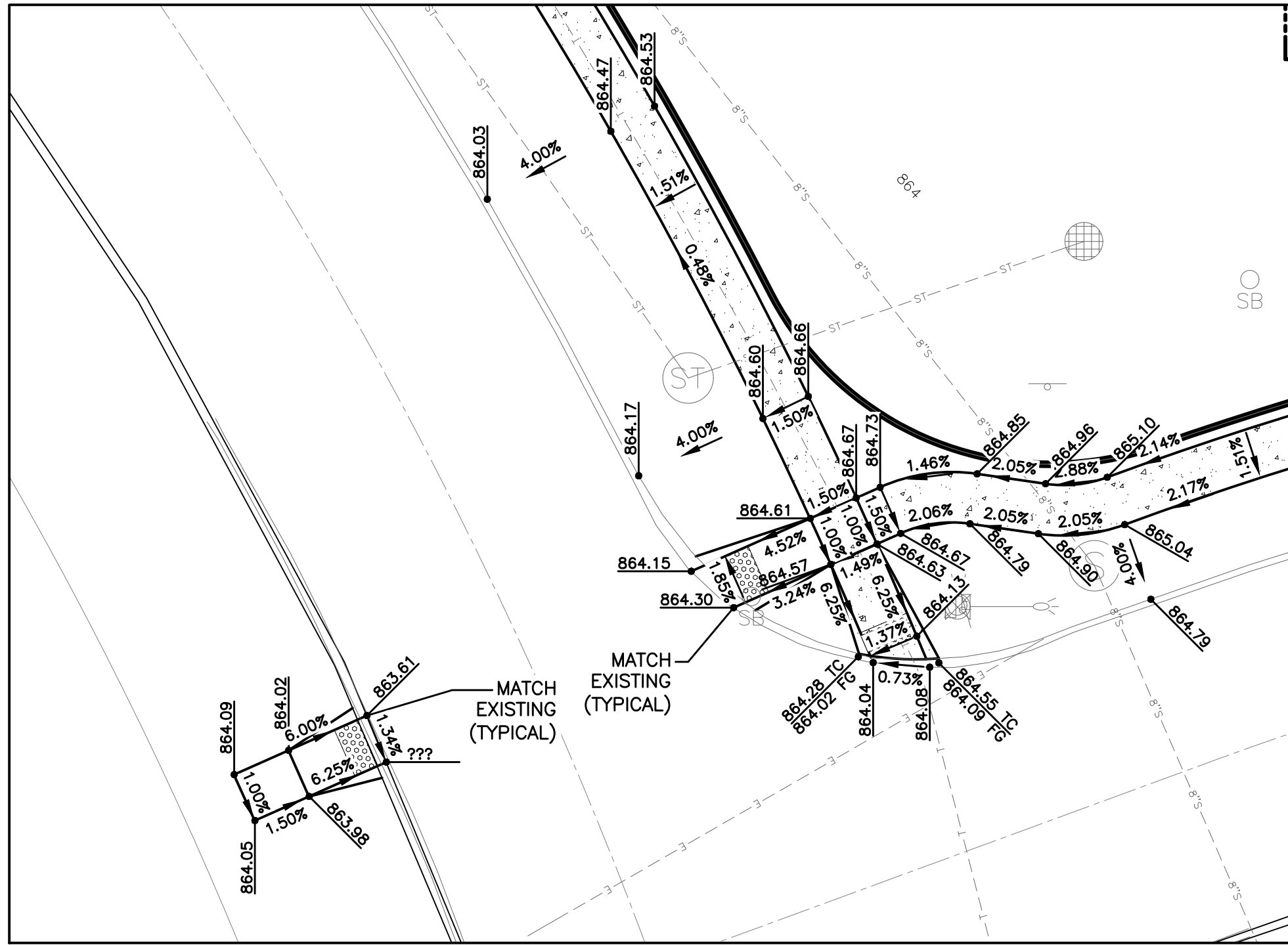




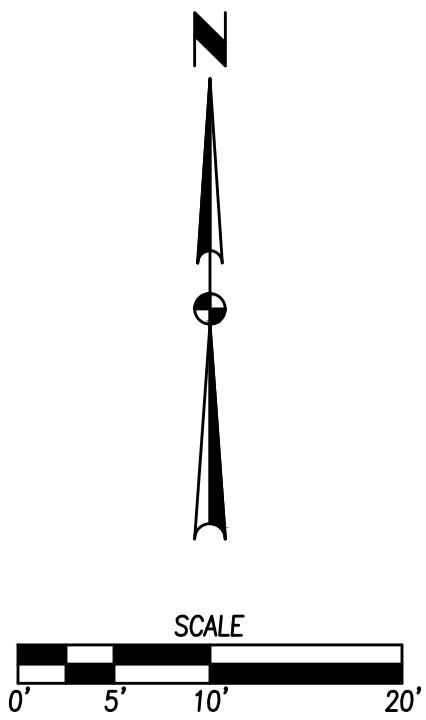
RAMPS AT NORTHERN TRACE WAY  
AND WOLF CREEK DRIVE



RAMPS AT WEST VISTA LAKE AVE  
AND EAST TRACE WAY



RAMPS AT WEST VISTA LAKE AVE  
AND WOLF CREEK DRIVE



[illegible]

ESTIMATE REFERENCE INFORMATION	
Data listed below is for informational purpose only and shall not constitute a basis for any extra work orders.	
ITEM NO.	DESCRIPTION
	THE 2021 EDITION OF SUDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTAL SPECIFICATIONS SHALL APPLY TO ALL WORK PERFORMED ON THIS PROJECT EXCEPT AS OTHERWISE NOTED. ALL REFERENCES TO SECTIONS AND FIGURES ARE TO THE SUDAS STANDARD SPECIFICATIONS.
1	REFER TO SHEETS 6-7 FOR LOCATIONS.
2	REFER TO FIG. 3010.101 AND 3010.103 FOR PIPE EMBEDMENT AND BACKFILL DETAILS. GRANULAR PIPE BEDDING SHALL BE CONSIDERED INCIDENTAL.
3, 7	REFER TO SHEET 3 FOR TYPICAL SANITARY SEWER SERVICE STUB DETAIL AND SERVICE LOCATION DETAIL. REFER TO PLAN AND PROFILE SHEETS FOR LOCATION AND DEPTH.
5-9	REFER TO FIG. 3010.101 AND 3010.104 FOR PIPE EMBEDMENT DETAILS. GRANULAR PIPE BEDDING SHALL BE CONSIDERED INCIDENTAL. REFER TO FIG. 5010.101 FOR THRUST BLOCK DETAILS. PROVIDE POLYETHYLENE ENCASEMENT PER SECTION 5010 3.05. REFER TO FIG. 5010.102 FOR TRACER WIRE DETAILS. ALL FITTINGS, THRUST BLOCKS, POLYETHYLENE ENCASEMENT, TRACER SYSTEM AND INSULATION SHALL BE CONSIDERED INCIDENTAL.
8	INCLUDES VALVE, VALVE BOX, AND COVER, VALVE BOX EXTENSION, AND VALVE STEM EXTENSION.
9	REFER TO FIG. 5020.301 – FIRE HYDRANT DETAIL FOR FIRE HYDRANT CONSTRUCTION DETAILS. INCLUDES ANCHORING TEE, ANCHORING ELBOW, GATE VALVE, VALVE BOX, ANCHORING PIPE, ANCHORING COUPLING, ELBOWS AND FIRE HYDRANT.
10	REFER TO FIG. 6010.301 FOR SW-301 SANITARY SEWER MANHOLE CONSTRUCTION DETAILS. REFER TO FIG. 6010.601 – CASTINGS FOR SANITARY SEWER MANHOLES FOR CASTING DETAILS. TYPE A CASTINGS WITH TYPE 1/1 TOP HAT BARRIERS ARE REQUIRED FOR ALL MANHOLES. A MAXIMUM OF 12" OF ADJUSTMENT RINGS ARE ALLOWED FOR NEW CONSTRUCTION.
11	SANITARY SEWER AND STORM SEWER PIPES SHALL BE TELEVIEWED AFTER CONSTRUCTION AND VIDEO PROVIDED TO SNYDER AND ASSOCIATES FOR REVIEW.

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

THE CONTRACTOR IS REQUIRED TO UTILIZE THE UTILITY ONE-CALL SERVICE AT 800-292-8989 AT LEAST 48 HOURS PRIOR TO EXCAVATING ANYWHERE ON THE PROJECT.
2. PRIOR TO CONSTRUCTION AND PRIOR TO CULVERT CONSTRUCTION AND BACKFILL, UTILITY CONSTRUCTION, SUBGRADE PREP, MAIN LINE PAVING, AND BOX-OUT PAVING, CONTRACTOR SHALL NOTIFY (48 HRS NOTICE) THE FOLLOWING:
  - A. CITY OF POLK CITY
  - B. SNYDER & ASSOCIATES
  - C. APPROPRIATE UTILITY COMPANIES
  - D. OWNER
  - E. CIVIL DESIGN ADVANTAGE
3. THE CONTRACTOR IS RESPONSIBLE FOR REPLACING ANY AREAS OF PAVEMENT OR SIDEWALK NOT TO BE REMOVED THAT IS DAMAGED DUE TO OPERATING HIS EQUIPMENT ON THE PAVEMENT OR SIDEWALK.
4. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF WORK BETWEEN ALL SUPPLIERS AND SUBCONTRACTORS INVOLVED IN THE PROJECT. INCLUDING STAGING OF CONSTRUCTION DETAILS.
5. THE CONTRACTOR SHALL APPLY NECESSARY MOISTURE TO THE CONSTRUCTION AREA AND HAUL ROADS TO PREVENT THE SPREAD OF DUST.
6. THE CONTRACTOR MAY BE REQUIRED AS DIRECTED BY THE ENGINEER OR THE CITY, TO PLACE TEMPORARY WARNING DEVICES AND SAFETY FENCE AT CERTAIN LOCATIONS WHERE REPLACEMENT FEATURES ARE NOT INSTALLED THE SAME DAY.
7. SPECIAL CARE SHALL BE TAKEN WHEN FORMING AT INTERSECTIONS SO THE PROFILES SHOWN ON THE PLANS AND THE ELEVATIONS SHOWN ON THE INTERSECTION DETAILS ARE OBTAINED. SHORT LENGTHS OF FORMS OR FLEXIBLE FORMS MAY BE NECESSARY AT THESE LOCATIONS.
8. TO OBTAIN THE CORRECT FORM GRADES AT LOW POINTS WHERE INTAKES ARE LOCATED, THE CONTRACTOR MUST EXERCISE ADDITIONAL CARE WHEN PAVING FULL WIDTH PAVEMENTS. THIS MAY REQUIRE POURING ONE HALF OF THE PAVEMENT AT A TIME OR OTHER METHODS APPROVED BY THE ENGINEER.
9. THE CONTRACTOR SHALL DEFINE ALL GRADING OPERATIONS TO WITHIN THE PROPOSED AND EXISTING RIGHT OF WAY, CONSTRUCTION LIMITS AND EASEMENTS SHOWN ON THE PLANS.
10. PLAN AND PROFILE SHEETS INCLUDED IN THE PROJECT ARE FOR THE PURPOSE OF ALIGNMENT, LOCATION AND SPECIFIC DIRECTIONS FOR WORK TO BE PERFORMED UNDER THIS CONTRACT. IRRELEVANT DATA ON THESE SHEETS IS NOT TO BE CONSIDERED A PART OF THIS CONTRACT.
11. THE CONTRACTOR IS RESPONSIBLE FOR INSTALLATION AND MAINTENANCE OF ALL EROSION CONTROL MEASURES REQUIRED ON THE STORM WATER POLLUTION PREVENTION PLAN.
12. IN THE EVENT OF A DISCREPANCY BETWEEN DETAILED PLANS AND QUANTITIES, THE DETAILED PLANS SHALL GOVERN.
13. ALL TRAFFIC CONTROL SHALL COMPLY WITH MUTCD.
14. ALL SLOPES IN PAVEMENT SHALL BE UNIFORM TO AVOID PONDING.
15. DO NOT STORE CONSTRUCTION MATERIALS AND EQUIPMENT IN THE RIGHT OF WAY.
16. ALL PROPERTY PINS SHALL BE PROTECTED FROM GRADING OR OTHER OPERATIONS. ANY PINS DISTURBED SHALL BE RESET AT THE CONTRACTOR'S EXPENSE.
17. ALL FIELD TILES ENCOUNTERED SHALL BE REPAIRED AND CONNECTED TO STORM SEWERS WHERE POSSIBLE. LOCATIONS SHALL BE PROVIDED TO ENGINEER FOR NOTATION ON AS-BUILTS.
18. ANY WORK SHALL BE IN ACCORDANCE WITH OSHA CODES AND STANDARDS. NOTHING INDICATED ON THE DRAWINGS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH ANY APPROPRIATE SAFETY REGULATIONS.
19. PRIOR TO ANY WORK AT THE SITE, CONTRACTOR SHALL EXAMINE ANY APPLICABLE DRAWINGS AVAILABLE FROM THE OWNER OR ENGINEER, AND CONSULT WITH OWNER'S PERSONNEL AND UTILITY COMPANY REPRESENTATIVES. NO COMPENSATION WILL BE ALLOWED FOR DAMAGE FROM FAILURE TO COMPLY WITH THIS REQUIREMENT.
20. CONTRACTOR SHALL COMPLY WITH ALL P.R.O.W.A.G. AND A.D.A. REQUIREMENTS FOR ACCESSIBLE SIDEWALK RAMPS INCLUDING RAISED TRUNCATED DOME DETECTABLE WARNINGS.
21. REMOVE ALL DEBRIS SPILLED INTO R.O.W. AT THE END OF EACH WORK DAY.
22. THE CONTRACTOR SHALL NOT DISTURB DESIRABLE GRASS AREAS AND TREES OUTSIDE THE CONSTRUCTION LIMITS. THE CONTRACTOR WILL NOT BE PERMITTED TO PARK OR SERVICE VEHICLES AND EQUIPMENT OR USE THESE AREAS FOR STORAGE OF MATERIALS. PARKING AND SERVICE AREAS WILL BE SUBJECT TO THE APPROVAL OF THE OWNER.
23. ALL MATERIAL TESTING SHALL BE CONSIDERED INCIDENTAL TO OTHER CONSTRUCTION.
24. CONTRACTOR TO REMOVE EXISTING MONUMENT SIGN NO LATER THAN MARCH 1, 2022. ALL SALVAGED MATERIALS MUST BE STORED OUTSIDE OF PUBLIC EASEMENTS AND RIGHT OF WAY. CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER DISPOSAL OF ALL MATERIALS THAT ARE NOT TO BE REUSED.

1. ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
2. PERMANENT SIGNING THAT CONVEYS A MESSAGE CONTRARY TO THE MESSAGE OF TEMPORARY SIGNING AND NOT APPLICABLE TO THE WORKING CONDITIONS SHALL BE COVERED BY THE CONTRACTOR WHEN DIRECTED BY THE CITY.
3. THE CONTRACTOR SHALL COORDINATE HIS TRAFFIC CONTROL WITH OTHER CONSTRUCTION PROJECTS IN THE AREA.
4. SIDEWALK CLOSED SIGNS REQUIRED FOR ALL SIDEWALK CLOSURES. SIGNAGE AND TEMPORARY PEDESTRIAN ACCESS ROUTE THROUGH CONSTRUCTION AREA SHALL MEET THE REQUIREMENTS OF PUBLIC RIGHT-OF-WAY ACCESSIBILITY GUIDELINES (PROWAG), SECTION R205 AND IOWA DOT DESIGN MANUAL, CHAPTER 12A-4.
5. THE CONTRACTOR IS CAUTIONED NEITHER TO OBSTRUCT NOR REMOVE ANY EXISTING PAVEMENT, NOR TO DISTURB THE EXISTING TRAFFIC PATTERNS MORE THAN IS NECESSARY FOR THE PROPER EXECUTION OF THE WORK.



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PLOTED BY: TONY OBESON  
DATE: 10/6/2021 7:52 AM  
COMMENT:  
END

## CITY OF POLK CITY TYPICAL NOTES: GENERAL NOTES

- ONE WEEK PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY:
  - SNYDER & ASSOCIATES
  - CITY OF POLK CITY
  - DEVELOPER
  - ENGINEER
  - IOWA ONE-CALL
- 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.
- ALL DESIGN AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE STATEWIDE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, CURRENT AT THE COMMENCEMENT OF CONSTRUCTION.
- THE CONTRACTOR, DEVELOPER, AND DEVELOPER'S ENGINEER SHALL ATTEND A PRE-CONSTRUCTION CONFERENCE WITH THE CITY AND SNYDER & ASSOCIATES PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING AND MAINTAINING TRAFFIC CONTROL IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
- 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.
- THE DEVELOPER SHALL BE RESPONSIBLE FOR REIMBURSING THE CITY OF POLK CITY FOR MATERIALS COSTS FOR ALL STREET SIGNS WITHIN THIS PLAT.
- 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.
- 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.

## GRADING/BACKFILL NOTES

- RECONNECT ANY FIELD TILE THAT ARE INTERCEPTED DURING UTILITY CONSTRUCTION.
- 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.
- STRIP TOPSOIL FROM ALL AREAS WHICH ARE TO BE FILLED OR CUT.
- STOCKPILE SUFFICIENT TOPSOIL TO RESREAD A MINIMUM DEPTH OF 4-INCHES ON UNPAVED AREAS, INCLUDING FRONT, REAR, AND SIDE YARDS OF ALL LOTS.
- ALL AREAS TO RECEIVE FILL ARE TO BE BENCHED. PREPARE BOTTOM OF BENCH FOR FILL BY DISCING TO A DEPTH OF 6-INCHES.
- ALL SITE GRADING FILL SHALL BE COMPACTED TO A DENSITY THAT IS NOT LESS THAN 95% STANDARD PROCTOR DENSITY.
- THE MOISTURE CONTENT OF THE FILL MATERIAL SHALL FALL WITHIN A RANGE OF OPTIMUM MOISTURE TO 4% ABOVE OPTIMUM MOISTURE.
- THE CONTRACTOR SHALL PROTECT AND BACKFILL AROUND UNDERGROUND UTILITIES. BACKFILL SHALL BE IN 6-INCH LIFTS, COMPACTED TO 95% STANDARD PROCTOR DENSITY.
- MAINTAIN ALL CUT AND FILL AREAS FOR SURFACE DRAINAGE AT ALL TIMES.
- FINAL GRADES WITHIN PAVED AREAS SHALL BE WITHIN 0.1' OF PLAN GRADE, ALL OTHER AREAS TO BE WITHIN 0.2' OF PLAN GRADE.
- A MINIMUM OF ONE FOOT OF COMPACTED COHESIVE SUBGRADE SHALL BE PROVIDED BENEATH ALL PAVEMENTS.
- ALL SLOPES WITHIN PUBLIC EASEMENTS, RIGHT-OF-WAY, PARKS, OR LAND TO BE PUBLICALLY OWNED SHALL BE GRADED TO A 4:1, MAXIMUM SLOPE.
- ALL SLOPES ON PRIVATE PROPERTY SHALL BE 4:1 MAXIMUM, UNLESS THE SPECIFIC LOCATION(S) HAVE BEEN LABELED AS 3:1, MAXIMUM.
- ALL EXISTING ROADSIDE DITCHES SHALL BE GRADED TO DRAIN.
- 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.
- HYDRANTS, MANHOLE COVERS, AND VALVE BOXES SHALL BE SET TO CONFORM TO FINISHED PAVEMENT ELEVATIONS.
- EXISTING TREES SHALL BE SAVED TO THE EXTENT POSSIBLE TO ACCOMMODATE GRADING, UTILITY AND STREET CONSTRUCTION.
- 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.
- CONTRACTOR SHALL OBTAIN A GRADING PERMIT PRIOR TO COMMENCING CONSTRUCTION.
- THE GEOTECHNICAL ENGINEER SHALL BE PRESENT FOR ALL SUBGRADE PREPARATION OPERATIONS TO DETERMINE APPROPRIATE SUBGRADE STABILIZATION MEASURES TO BE USED PRIOR TO PAVING OPERATIONS.
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## SANITARY SEWER NOTES

- ALL 8" SANITARY SEWER SHALL BE PVC PIPE WITH CLASS 'F-3' BEDDING UNLESS OTHERWISE NOTED ON THE DRAWINGS.
- PROVIDE SANITARY SEWER SERVICE RISERS AS REQUIRED.
- THE CONTRACTOR SHALL INSTALL SEWER TAPE AT THE END OF EACH SANITARY SEWER SERVICE.
- 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.
- ALL MANHOLES WITHIN PAVEMENT SHALL HAVE TYPE 'B' ADJUSTABLE CASTINGS. ALL MANHOLES NOT WITHIN PAVEMENT SHALL HAVE TYPE 'A' NON-ADJUSTABLE CASTINGS.
- ALL MANHOLES SHALL HAVE 1/1 BARRIERS.
- CORE DRILL ALL CONNECTIONS TO EXISTING MANHOLES AND PROVIDE SLOPE INVERT.
- 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.
- ALL SERVICES AND 8-INCH STUB OUTS SHALL BE CAPPED.
- MANHOLE STEPS ARE REQUIRED IN ALL SANITARY SEWER MANHOLES.
- MANHOLES COVERS SHALL HAVE RAISED DIAMOND ROUGHNESS PATTERN.
- 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.
- THE CONTRACTOR SHALL TELEWISE EVERY SANITARY SEWER LINE AND PROVIDE A COPY OF THE VIDEO FILE IN DIGITAL FORMAT TO SNYDER & ASSOCIATES. USING A 500 GALLON TANK AND GARDEN HOSE, THE CONTRACTOR SHALL GRAVITY FLOW WATER DOWN THE PIPE 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-TELEVIEWED TO DEMONSTRATE PIPES ARE CLEAN. REPAIRS, IF NECESSARY, AND RE-TELEVISIONING SHALL BE AT THE CONTRACTOR'S EXPENSE.
- 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.
- SAGS IN PIPE SHALL NOT EXCEED TOLERANCES AS SPECIFIED BY SUDAS. REPAIRS, IF NECESSARY, AND RE-TELEVISIONING SHALL BE AT THE CONTRACTOR'S EXPENSE.
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## STORM SEWER NOTES

- ADDITIONAL RIP-RAP MAY BE REQUIRED AT ANY FES BASED UPON FIELD REVIEW BY THE CITY OF POLK CITY.
- 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.
- ALL CURB INTAKES SHALL HAVE TYPE 'R' VANE GRATES.
- ALL INTAKES SHALL BE POURED-IN-PLACE CONCRETE OR PRECAST CONCRETE.
- ALL 12" AND LARGER STORM SEWERS SHALL BE RCP.
- 8-INCH FOOTING DRAINS TO BE PVC, SDR 35.
- FOOTING DRAIN SERVICES TO BE 4-INCH PVC, SDR 35. EXTEND SERVICES 10' INSIDE LOT UNLESS OTHERWISE NOTED.
- ALL INTAKES SHALL BE LOCATED A MINIMUM OF 7.5 FEET FROM END OF RETURNS.
- CORE DRILL ALL CONNECTIONS TO EXISTING STRUCTURES.
- THE CONTRACTOR SHALL PROVIDE A MINIMUM OF 3'-6" COVER ON ALL STORM SEWER, INCLUDING SUMP SERVICES.
- INSTALL CONTINUOUS PERFORATED SUBDRAIN IN LOCATIONS SHOWN ON PLANS.
- ALL SUBDRAIN, 6-INCHES OR SMALLER, SHALL HAVE CRITTER GUARDS.
- ALL CLEAN-OUTS SHALL BE SET IN A 24" ROUND CONCRETE PAD.
- FLARED END SECTIONS AND LAST 3 PIPE SECTIONS MUST BE TIED. ALL FLARED END SECTIONS SHALL HAVE 48-INCH FOOTINGS AND APRON GUARD.
- 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.
- 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-TELEVIEWED TO DEMONSTRATE PIPES ARE CLEAN. REPAIRS, IF NECESSARY, AND RE-TELEVISIONING SHALL BE AT THE CONTRACTOR'S EXPENSE.

## WATER MAIN NOTES

- PIPE MATERIALS SHALL BE AWWA C900, CLASS 150 PVC.
- INSTALL NO. 10 THHN STANDARD COPPER TRACER WIRE UNDER PIPE, BRING TRACER WIRE TO SURFACE AT HYDRANTS, TERMINATING IN RECEPTACLE BOX.
- 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.
- HYDRANTS SHALL BE SET 3.5 FEET FROM THE WATER MAIN.
- PRIOR TO CONSTRUCTION, CONTRACTOR SHALL VERIFY THAT FIRE HYDRANTS WILL NOT CONFLICT WITH SIDEWALK CONSTRUCTION.
- HYDRANTS, MANHOLE COVERS AND VALVE BOXES SHALL BE SET TO CONFORM TO FINISHED PAVEMENT ELEVATIONS.
- HYDRANTS TO BE WATROUS PRODUCTS, OPEN LEFT, PAINTED YELLOW.
- ALL VALVES SHALL BE RESILIENT WEDGE GATE VALVES.
- SERVICES TO BE 1-INCH COPPER.
- RISER RODS ARE REQUIRED AT ALL CURB STOPS.
- 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.
- WATER MAIN TO HAVE 5½ FEET BURY, TYPICAL EXCEPT AT CRITICAL CROSSINGS.
- ALL VALVES SHALL HAVE A VALVE BOX ADAPTER INSTALLED TO MAINTAIN ALIGNMENT.
- THE CONTRACTOR SHALL REMOVE CHAINS ON ALL HYDRANTS.
- 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.
- 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.
- PROVIDE 2" BLOW-OFF AT THE TERMINAL END OF THE 8" WATER LINE UNLESS HYDRANT HAS BEEN PROVIDED.
- 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.

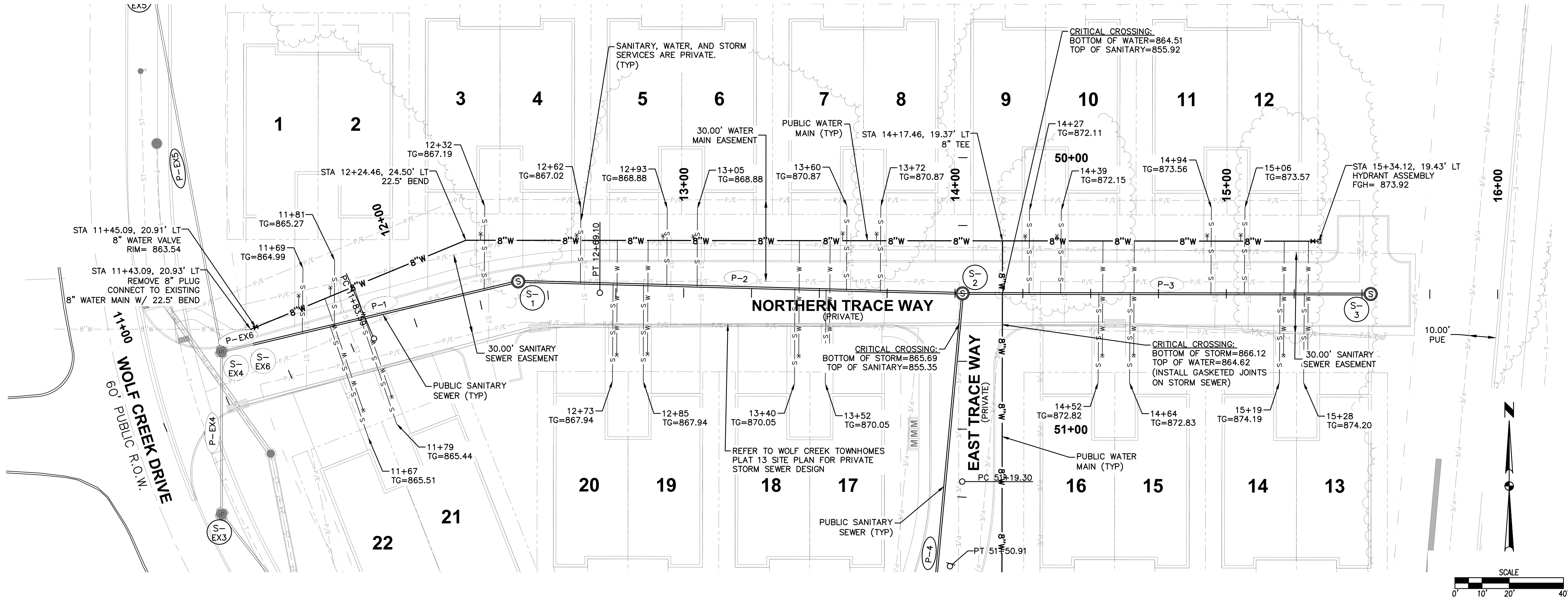
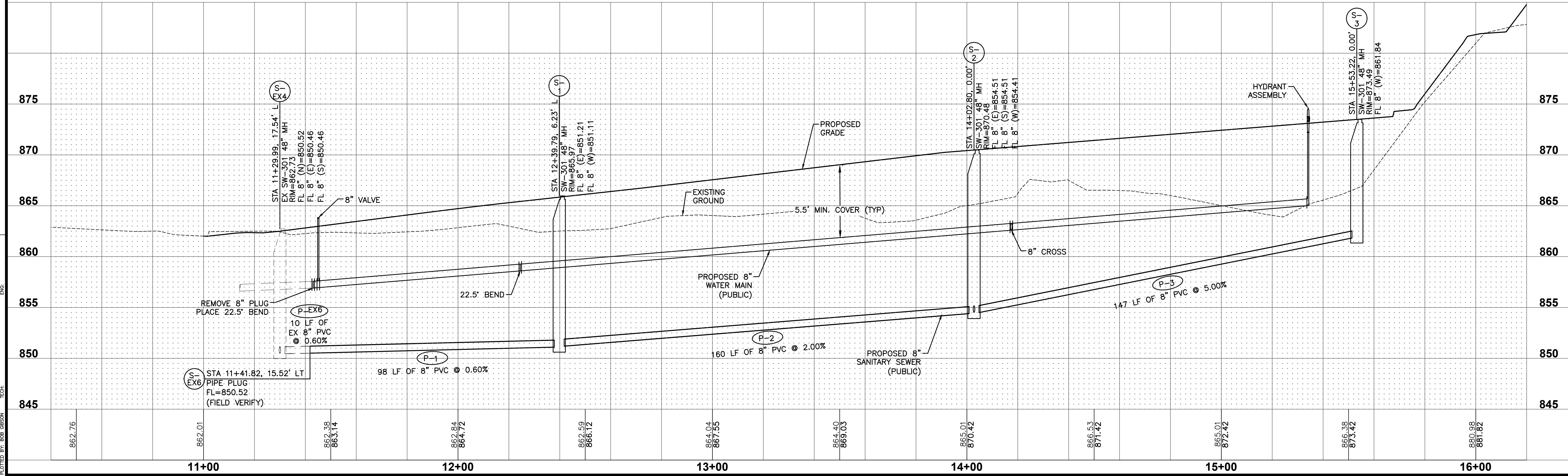
## PAVING NOTES

- 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.
- THE CONTRACTOR WILL NEED TO PROVIDE COPIES OF ALL TEST RESULTS REPORTING, INCLUDING BUT NOT LIMITED TO A COMPACTION TEST MAP, STORM SEWER TELEVISIONING, AND SANITARY SEWER TELEVISIONING, TO SNYDER & ASSOCIATES FOR REVIEW PRIOR TO REQUESTING THE PRE-POUR MEETING.
- ALL ELEVATIONS ARE PROPOSED FINISHED GRADE AT TOP OF CURB UNLESS OTHERWISE NOTED.
- PAVEMENTS SHALL BE 6" CONTINUOUSLY-REINFORCED PCC PAVEMENT UNLESS OTHERWISE NOTED ON THE PLANS.
- ALL REINFORCING SHALL BE EPOXY-COATED REINFORCING STEEL.
- ALL STREETS SHALL HAVE 6" INTEGRAL CURBS.
- PROVIDE CURB DROPS FOR SIDEWALKS AT INTERSECTIONS.
- CONSTRUCTION OF HANDICAP ACCESSIBLE RAMPS, WITH DETECTIBLE WARNINGS AND INCLUDING COMMON SQUARE, SHALL BE THE RESPONSIBILITY OF THE HOMEBUILDER UNLESS OTHERWISE NOTED ON THE PLANS.

## EXISTING MONUMENT SIGN

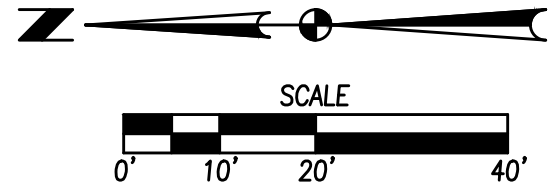
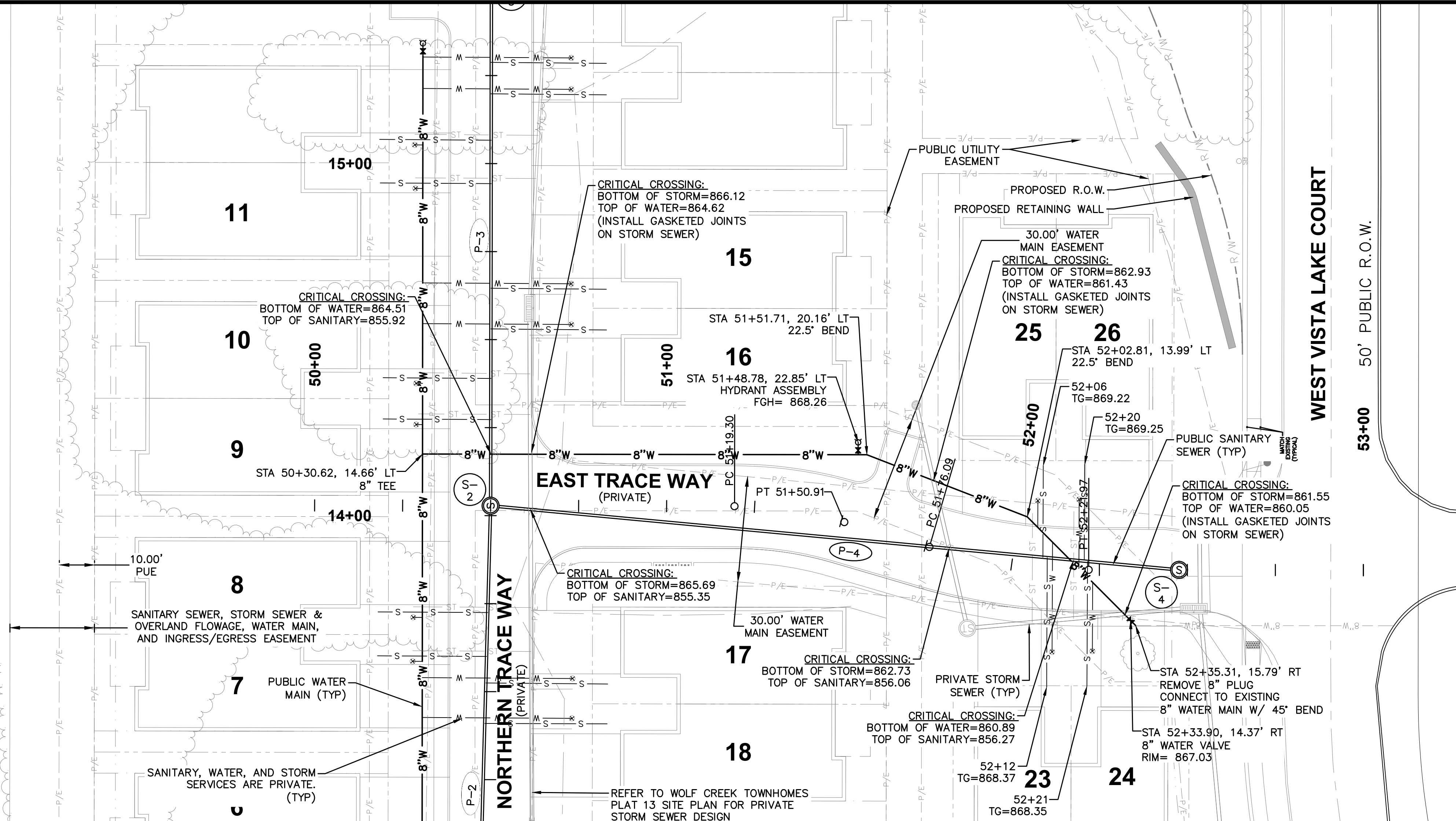
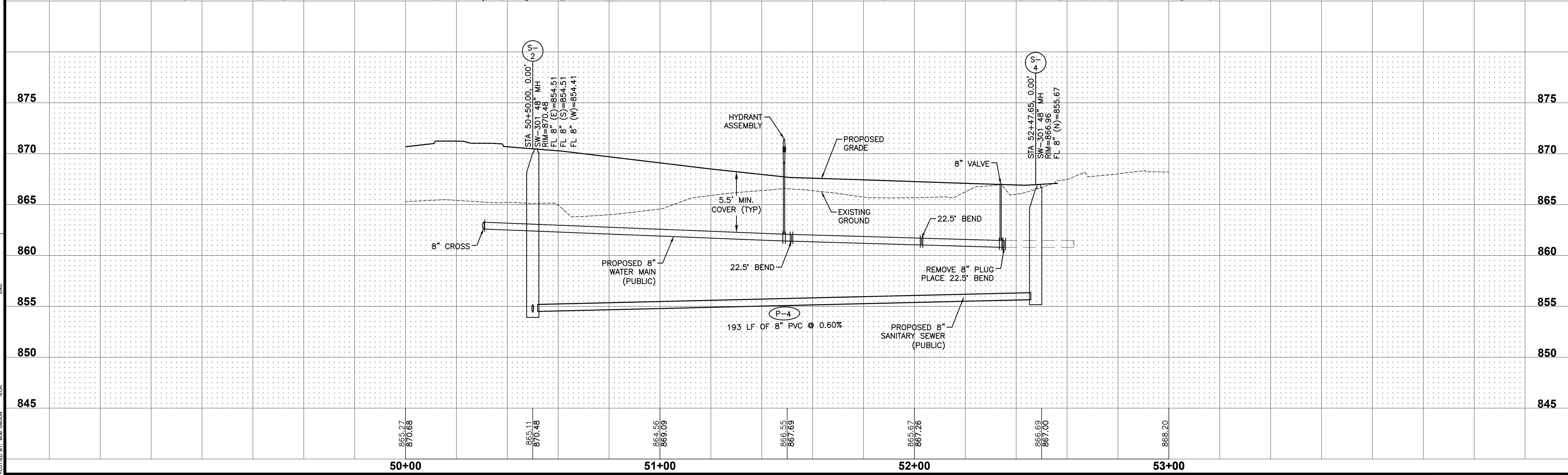
- CONTRACTOR TO REMOVE EXISTING MONUMENT SIGN NO LATER THAN MARCH 1, 2022. ALL SALVAGED MATERIALS MUST BE STORED OUTSIDE OF PUBLIC EASEMENTS AND RIGHT OF WAY. CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER DISPOSAL OF ALL MATERIALS THAT ARE NOT TO BE REUSED.

	DATE					
	REVISIONS					
3405 S.E. CROSSROADS DRIVE, SUITE G GRIMES, IOWA 50111 PHONE: (515) 369-4400 FAX: (515) 369-4410		TECH:				
ENGINEER: ENH						
CIVIL DESIGN ADVANTAGE						
POLK CITY, IOWA						
WOLF CREEK TOWNHOMES PLAT 13						
TYPICAL POLK CITY CONSTRUCTION NOTES						
6/8						
2006.287						
						





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PLOTTER: HP DesignJet T1200  
PLOTTER: HP DesignJet T1200



DATE	REVISIONS
10/08/2021	FOURTH SUBMITTAL
09/29/2021	THIRD SUBMITTAL
09/22/2021	SECOND SUBMITTAL
07/02/2021	FIRST SUBMITTAL

## **BOUNDARY ADJUSTMENT SURVEY**

Date: October 7, 2021  
Project: Lots 37 & 38, WCTH Plat 1  
Parcels 2021-185 & 2021-186

Prepared by: Kathleen Connor  
Project No.: 121.0001

### **GENERAL INFORMATION:**

Owner: Iowa Asset Acquisition LLC  
Location: NW corner of Wolf Creek Dr.  
And West Trace Drive  
Zoning: P.U.D.  
Area: 3,274 sf – Parcel 2021-185  
(west unit)  
Area: 4,017 sf – Parcel 2021-186  
(east unit)



### **PROJECT DESCRIPTION:**

The developer is proposing to construct a new bi-attached dwelling on Lots 37 and 38 of Wolf Creek Townhomes Plat 1, shaded in magenta on the above aerial photograph. In order to accommodate the footprint for these homes, the boundary line will need to be adjusted. The townhomes will be held to the same 20' front yard setback as well as all PUD requirements including building separation distances.

On behalf of the developer, CDA has submitted a Plat of Survey for this boundary line adjustment. Since no new buildable parcels are being created, this Plat of Survey does not require a recommendation from P&Z prior to Council approval.

### **REVIEW COMMENTS:**

Submittal 2 addresses all review comments.

### **RECOMMENDATION:**

Based on the foregoing review comments being satisfactorily addressed, staff recommends approval of the Plat of Survey for Parcels 2021-185 and 2021-186, subject to the following:

1. The applicant shall be responsible for providing recorded copies to the City Clerk prior to issuance of a Building Permit for either parcel.

**RESOLUTION NO. 2021-99**

**A RESOLUTION APPROVING A PLAT OF SURVEY FOR  
PARCEL NO. 2021-185 AND 2021-186**

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**WHEREAS**, Iowa Asset Acquisition, LLC., has submitted a Plat of Survey, to be known as Parcel No. 2021-185 and Parcel No. 2021-186, located within Lot 37 & Lot 38 of Wolf Creek Townhomes Plat 1, an official plat in the Polk County, Iowa to the City of Polk City for approval; and

**WHEREAS**, the intent of this Survey is to adjust lot lines for a part of Lot 37 and Lot 38 to accommodate the construction of a new bi-attached dwelling; and

**WHEREAS**, the City Attorney and City Engineer has reviewed the Plat of Survey and recommend approval of same.

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Polk City, Iowa, hereby approves the Plat of Survey for Parcels No. 2021-185 and No. 2021-186.

**PASSED AND APPROVED** the 11th day of October 2021.

---

Jason Morse, Mayor

ATTEST:

---

Jenny Coffin, City Clerk

INDEX LEGEND

LOCATION: LOTS 37, 38 & PT OUTLOT 'U', WOLF CREEK TOWNHOMES PLAT 1  
POLK CITY, POLK COUNTY, IOWA

REQUESTOR: IOWA ASSET ACQUISITION LLC

	LOTS 37-38	OUTLOT 'U'
PROPRIETORS:	IOWA ASSET ACQUISITION LLC 2540 73RD ST URBANDALE, IA 50322-4700	WOLF CREEK TOWNHOMES ASSOCIATION

SURVEYOR: MICHAEL A. BROONER

COMPANY: CIVIL DESIGN ADVANTAGE

PREPARED BY  
& RETURN TO: CIVIL DESIGN ADVANTAGE  
3405 SE CROSSROADS DRIVE, SUITE G  
GRIMES, IOWA 50111  
PH: 515-369-4400

PLAT OF SURVEY

PARCEL '2021-185' DESCRIPTION

A PART OF LOT 37, WOLF CREEK TOWNHOMES PLAT 1, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 37; THENCE NORTH 85°33'50" EAST ALONG THE NORTH LINE OF SAID LOT 37, A DISTANCE OF 37.78 FEET; THENCE SOUTH 04°52'56" EAST, 78.34 FEET TO THE SOUTH LINE OF SAID LOT 37; THENCE SOUTH 85°33'50" WEST ALONG SAID SOUTH LINE, 45.81 FEET TO THE SOUTHWEST CORNER OF SAID LOT 37; THENCE NORTH 00°58'45" EAST ALONG THE WEST LINE OF SAID LOT 37, A DISTANCE OF 78.68 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.08 ACRES (3,274 SQUARE FEET). THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

PARCEL '2021-185' AREA SUMMARY

LOT 37	0.08 AC (3,274 SF)
LOT 38	0
OUTLOT 'U'	0
TOTAL	0.08 AC (3,274 SF)

PARCEL '2021-186' DESCRIPTION

LOT 38, A PART OF LOT 37 AND A PART OF OUTLOT 'U', WOLF CREEK TOWNHOMES PLAT 1, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 38; THENCE SOUTH 12°51'50" EAST, 79.19 FEET; THENCE SOUTH 85°33'50" WEST AND ALONG THE SOUTHERLY LINE OF SAID LOTS 37 AN 38, A DISTANCE OF 56.78 FEET; THENCE NORTH 04°52'56" WEST, 78.34 FEET TO THE NORTH LINE OF SAID LOT 37; THENCE NORTH 85°33'50" EAST ALONG SAID NORTH LINE AND THE NORTH LINE OF SAID LOT 38, A DISTANCE OF 45.78 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.09 ACRES (4,017 SQUARE FEET). THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

PARCEL '2021-186' AREA SUMMARY

LOT 37	0.006 AC (272 SF)
LOT 38	0.076 AC (3,290 SF)
OUTLOT 'U'	0.010 AC (455 SF)
TOTAL	0.092 AC (4,017 SF)

NOTES

1. NO MORE THAN ONE DRIVEWAY EACH PERMITTED FOR NEW PARCELS '2021-185' AND '2021-186'.
2. ALL NEW DRIVEWAYS SHALL BE PAVED.
3. NO INDIVIDUAL MAILBOXES SHALL BE PERMITTED FOR THESE PARCELS. MAIL SHALL BE DELIVERED TO CLUSTER MAILBOX ONLY.
4. ALL SERVICES LOCATED ON OPPOSITE SIDE OF ROAD MUST BE BORED UNDER ROADWAY AT OWNER'S EXPENSE.
5. MAINTENANCE OF ALL DRAINAGE EASEMENTS, INCLUDING EMBANKMENTS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS.
6. ANY SUBSURFACE DRAINAGE FACILITIES THAT ARE DISTURBED SHALL BE RESTORED OR REROUTED BY THE PROPERTY OWNERS.
7. CURRENT ZONING IS P.U.D. ALL PARCELS ARE SUBJECT TO THE PUD REGULATIONS AND DEVELOPMENT PLAN REQUIREMENTS FOR WOLF CREEK TOWNHOMES, INCLUDING BUT NOT LIMITED TO, BUILDING SEPARATION REQUIREMENTS.



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

MICHAEL A. BROONER, P.L.S. DATE  
LICENSE NUMBER 15980  
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022  
PAGES OR SHEETS COVERED BY THIS SEAL:  
SHEETS 1 AND 2

INDEX LEGEND

LOCATION: LOTS 37, 38 & PT OUTLOT 'U', WOLF CREEK TOWNHOMES PLAT 1  
POLK CITY, POLK COUNTY, IOWA

REQUESTOR: IOWA ASSET ACQUISITION LLC

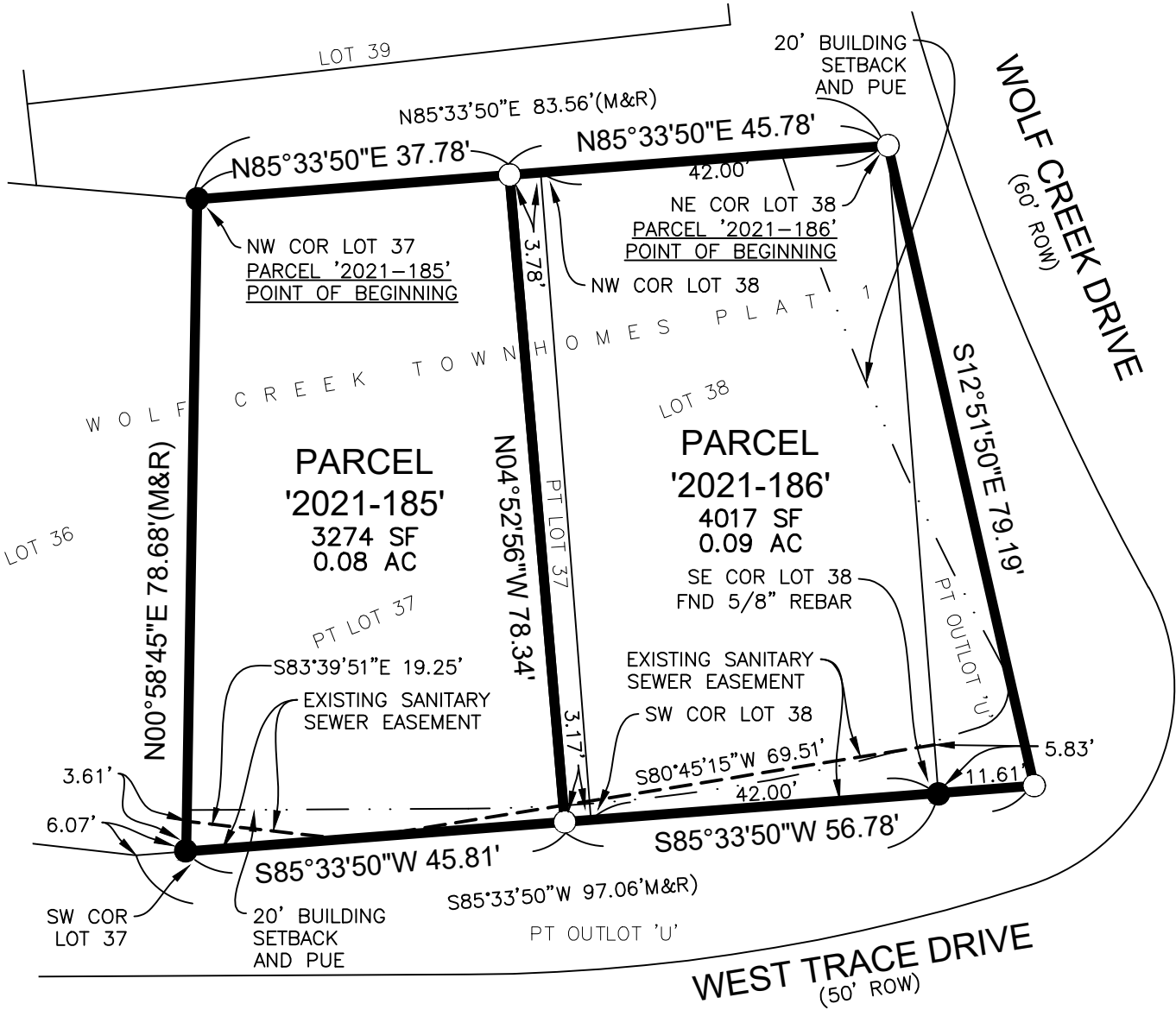
LOTS 37-38	OUTLOT 'U'
IOWA ASSET ACQUISITION LLC 2540 73RD ST URBANDALE, IA 50322-4700	WOLF CREEK TOWNHOMES ASSOCIATION

SURVEYOR: MICHAEL A. BROONER

COMPANY: CIVIL DESIGN ADVANTAGE

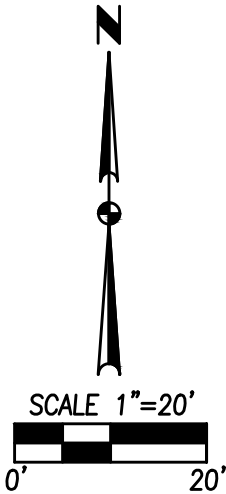
PREPARED BY  
& RETURN TO: CIVIL DESIGN ADVANTAGE  
3405 SE CROSSROADS DRIVE, SUITE G  
GRIMES, IOWA 50111  
PH: 515-369-4400

PLAT OF SURVEY



LEGEND

	FOUND	SET
SECTION CORNER AS NOTED	▲	△
FND 5/8" I.R. CAP #7844 (UNLESS OTHERWISE NOTED)	●	
1/2" REBAR, YELLOW PLASTIC CAP #15980 (UNLESS OTHERWISE NOTED)		○
MEASURED BEARING & DISTANCE	M	
RECORDED BEARING & DISTANCE	R	
DEEDED BEARING & DISTANCE	D	
CENTERLINE	---	---
SECTION LINE	---	---
EASEMENT LINE	---	---



**POLK CITY LIBRARY BOARD MEETING NOTES**  
**Polk City Community Library Meeting Room**  
**1500 W. Broadway St., Polk City, IA**  
**Tuesday, September 7, 2021 at 6:30 pm**

**I. Call to order** – Lisa Mart called meeting to order at 6:32 pm.

**II. Approval of the Agenda**

MOTION: A motion was made by Corey Hoodjer seconded by Rod Bergren to approve Meeting Agenda.

MOTION PASSED unanimously.

Board Members Present: Rod Bergren, Lisa Mart, Corey Hoodjer

Board Members Absent: Sara Olson, Angie Conley

Library Director Present: Jamie Noack

City Council Liaison Present: None

Guests Present: None

**III. Consent Items**

MOTION: A motion was made by Corey Hoodjer seconded by Rod Bergren to approve Consent Items.

MOTION PASSED unanimously.

1. Approve the [August 2021 Board Minutes](#)
2. Approve July 2021 financial statements
  1. [July 2021 History](#)
  2. [July 2021 Budget](#)
  3. [July 2021 Revenue & Expenses](#)
3. Approve hiring Madeline Bequeaith as a library page at a rate of \$9.00 per hour.

**IV. Communication from the Public** – None

**V. [Director's report](#)**

**VI. Liaison Report** – None

**VII. Board Education:** Corey Hoodjer - Budgeting process for Libraries. 12 Minutes.

**VIII. Agenda Items**

1. Review Tier Standards Section 8: Library Facility
2. Review [Test Proctoring Policy](#)
3. Covid-19 Updates

**IX. Adjourn** – Meeting adjourned at 6:53 pm.

MOTION: A motion was made by Corey Hoodjer seconded by Rod Bergren to Adjourn.

MOTION PASSED unanimously.

Next Meeting Monday, October 4, 2021 at 6:30 PM

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

<b>LIBRARY -SEPTEMBER 2021 STATS SNAPSHOT</b>	<b>September 2019</b>	<b>September 2020 (COVID-19)</b>	<b>September 2021</b>	<b>August 2021</b>
Total Visitors	2,453	0	1,658	1,969
People Checking Out	489	231	358	409
Polk City Cardholders	423	201	314	366
Polk City Checkouts	3,819	1,607	2,804	3,600
Open Access Cardholders	34	12	23	24
Open Access Checkouts	304	180	234	248
Rural Cardholders	32	18	21	19
Rural Checkouts	191	141	262	142
Bridges E-book/Audiobook Checkouts	538	623	764	724
Outgoing ILL Books	22	17	23	34
Total Checkouts (incl. Bridges & Outgoing ILL)	4,874	2,568	4,088	4,748
Auto Renewals (began in September 2018)	759	220	694	786
Total Checkouts (adjusted for auto-renewal)	4,115	2,348	3,394	3,962
Incoming ILL Books	39	21	27	27
Reserves Placed	194	1,691	404	421
Materials Added	110	141	131	173
Materials Withdrawn	54	58	396	121
New Cards Issued	23	5	25	22
Computer Users	63	0	12	30
WiFi Users (on site)-Whofi counter started end of 10/19	49	240	227	286
Reference Questions	66	5	1	5
AWE Station Usage	127	0	unavailable	142
AWE Games Played	316	0	unavailable	259
Adult Programs	26	18	35	11
Adult Program Attendance	206	94	218	84
Youth Programs	16	13	13	2
Youth Program Attendance	404	392	236	26
Tutoring	9	0	0	0
No. of Meeting Room Uses by Outside Groups	4	0	1	0
Patron Savings (physical materials only)	\$52,603	\$27,803.00	\$41,775	\$49,893
Passports	NA	NA	26	31
Blank Park Zoo Adventure Pass (\$44)	6	2	5	13
Science Center of Iowa Adventure Pass (\$44)		0	4	9
Botanical Gardens Adventure Pass (\$34)	4	NA	1	1
Brenton Skating Plaza (\$46.50)	1	0	NA	NA
Des Moines Children's Museum (\$36)	NA	NA	1	2
Reiman Gardens (\$34)	1	NA	0	4
<b>TOTAL ADVENTURE PASS SAVINGS</b>	<b>\$538</b>	<b>\$88</b>	<b>\$466</b>	<b>\$1,210</b>
Summer Reading Signups (0-11) as of 6/30				
Summer Reading Signups (12-18) as of 6/30				
Adult Reading Participation as of 6/30				
Facebook Page Views (Sept 1-30)				
Facebook Post Reach (Sept 1-30)				
New Facebook PageFollowers(Sept 1-30)				
New Facebook Page Likes (Sept 1-30)				
Website Views				
		156	152	344
		1,211	8,727	4,569
		4	10	7
		4	9	6
		2,631	1,107	1,185

## **Library Director's Report September 2021**

### **Library Statistics:**

- September Circulation and library usage
  - September 2021 circulation decreased by 568 compared to August 2021 and increased by 1,046 compared to September 2020. Circulation was down 721 (approximately 18%) compared to September 2019 (pre-pandemic).
  - 1,658 individuals visited the library in September. This is a decrease of 311 compared to August 2021. It is a decrease of 795 (approximately 32%) compared to September 2019 (pre-pandemic).
  - Library patrons saved \$41,775 in September by borrowing materials from the library versus purchasing them (does not include digital ebook/audiobook downloads or hotspot loans).
  - 26 Passport applications were processed
  - 5 Notary appointments
  - 11 Adventure passes were used saving patrons \$466
- FY22 First Quarter (July-September)
  - Total visitors was 6,128 compared with 113 in 2020 and 9,062 in 2019.
  - Total Circulation was 12,274 compared with 7,736 in 2020 and 14,718 in 2019.
  - Total Patron Savings was \$151,143 compared with \$90,701 in 2020 and \$190,882 in 2019.
  - 77 Adventure Passes were used saving patrons \$3,210.
  - 89 Passports

### **What's New:.**

- Pam Witt is retiring. Her last day at the library is October 12, 2021. A small luncheon will be held at Papa's Pizzeria on Tuesday, October 5 from 11:30-1:00 hosted by the Friends of the Library.
- Carpet is being installed at the library this week.
- Director Noack will attend the ILA Conference in Des Moines October 6-8.
- We passed our passport acceptance facility inspection/assessment on September 13 with flying colors. The AFO did not identify any non-compliant areas during the assessment.
- The Friends of the Library will have their quarterly meeting October 13, 2021 at 6:30 pm.
- The library will host a community book discussion on The Weapons of Math Destruction on November 4 at 6:30 pm.
- The storm water intakes were repaired at the library. The library was billed \$3,300 for the repair. The intake nearest the street was paid for out of public works budget.



# Polk City Community Library

## 2021 Iowa Public Library General Information Survey

CURRENT YEAR	PREVIOUS YEAR
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### Section A - General Information

(Reporting period July 1, 2020 to June 30, 2021 - unless otherwise specified)

Due October 31, 2021

Questions relating to COVID-19 are located in sections G, H, and I.

Review the contact information below. Users cannot directly change data for questions A01 to A12. If any information has changed, answer [Yes](#) to number A13 and enter a note for the corresponding question. The State Library will verify and update the data. For Section A, report the most current information available.

A01 Library Name	POLK CITY COMMUNITY LIBRARY	<i>POLK CITY COMMUNITY LIBRARY</i>
A02 Library District	CE=Central	<i>CE=Central</i>
A03 Street Address	1500 W BROADWAY	<i>1500 W BROADWAY</i>
A04 City	POLK CITY	<i>POLK CITY</i>
A05 Zip	50226	<i>50226</i>
Mailing Address		
A06 Mailing Address	PO BOX 259	<i>PO BOX 259</i>
A07 City	POLK CITY	<i>POLK CITY</i>
A08 Zip	50226	<i>50226</i>
Other Contact Information		
A09 County	POLK	<i>POLK</i>
A10 Phone	(515) 984- 6119	<i>(515) 984- 6119</i>
A11 City population (2010 decennial population, do not report estimates)	3,418	<i>3,418</i>

A12	Library Size Code	D	<i>D</i>
A13	Has any information in questions A1 to A12 changed in the past year?		
	YES, answer YES on the pulldown menu and enter a correction in a note.	No	<i>No</i>
	NO - answer NO on the pulldown menu and continue with question A14.		
A14	Library Director/Administrator Name	Jamie Noack	<i>Jamie Noack</i>

## Section B - Paid Staff and Salary Information

Include all paid staff on the library's payroll. Include unfilled positions if a search is currently underway. Do not report workers paid by other agencies such as Green Thumb employees or work study students. Do not report workers hired through a cleaning or landscape business. Report all positions as of June 30, 2021.

B01	Total number of paid librarians	3	<i>3</i>
B02	Total number of all paid librarian hours worked per week	120.00	<i>120.00</i>
B03	<b>Paid librarians FTE</b>	3.00	<i>3.00</i>
B04	Total number of all other paid staff	4	<i>4</i>
B05	Total number of all other paid staff hours worked per week	46.00	<i>46.00</i>
B06	<b>All other paid staff FTE</b>	1.15	<i>1.15</i>
B07	<b>Total number of paid staff</b>	7	<i>7</i>
B08	<b>Total paid staff FTE</b>	4.15	<i>4.15</i>

### *Levels of Education*

B09	How many of the paid librarians from line B01 have an ALA accredited masters of library science degree?	1	<i>1</i>
B10	Total number of hours worked per week by librarians from line B09 with an ALA accredited masters of library science degree	40.00	<i>40.00</i>
B11	<b>Total FTE librarians with ALA accredited masters of library science degree</b>	1.00	<i>1.00</i>
B12	Starting date of current director in director's position.	04/06/2017	<i>06/01/2017</i>

### *Salary Information*

Report the hourly salary for the positions listed below if employed by your library. Do not report one staff member more than once even if they perform multiple jobs. Refer to the instructions for more detailed information on each position. Do not report assistant director or department heads unless that role is part of their official job description. Do not report workers paid by other agencies such as Green Thumb employees or work study students. Do not report workers hired through a cleaning or landscape business. Only report janitorial/building maintenance staff if they are an employee of the library. Report hourly salary amounts as of June 30, 2021.

B13	Hourly salary of the director	\$28.08	\$27.00
B14	Hourly salary of assistant director	\$22.61	\$21.74
B15	Hourly average salary of department heads		
B16	Hourly salary of the children's librarians	\$18.98	\$18.25
B17	Hourly average salary of library clerks	\$13.35	\$12.96
B18	Hourly average salary of shelvers or pages	\$9.00	\$9.09
B19	Hourly average salary of janitorial or building maintenance employees		

## Section C - Capital Income and Expenditures

Capital income is intended to pay for large one-time library purchases. This section should not reflect any income or expenditure used for the regular operations of the library. If your library had any major one-time capital expenditures during FY21 report them in this section. Otherwise, skip to section D.

### *For Capital Income and Expenditures*

*Show all sources of capital funds for FY21 (July 1, 2020 - June 30, 2021).*

If your library does not receive capital income from a source, enter a 0 (zero).

If your library receives capital income from a source, but the amount is unknown, enter N/A.

Report all capital income and expenditures in whole dollars only. Round to the nearest dollar.

### *For Capital Income*

Report all income for major capital expenditures, by source of income.  
Include funds received for:

- Site acquisition
- New buildings, additions to buildings, or renovation of library buildings
- Furnishings, equipment, and initial collections for new buildings, additions, or renovations
- Major building updates or repairs including roof, painting, carpeting, furnace, central air, etc.
- New computer hardware and software used to support library operations, link to networks, or run information products
- Replacement and repair of existing furnishings and equipment
- New vehicles
- Other major one-time projects

#### DO NOT REPORT INCOME FOR:

- Regular purchase of library materials - Report in section D
- Payments for regular operating costs such as utilities, insurance, etc. - Report in section D
- Investments for capital appreciation
- Income passed through to another agency
- Funds unspent in the previous fiscal year (e.g., carryover).

Did your library have any major one-time capital projects in FY21?

NO - Skip to section D.

No

Yes

YES - check the box and click the SAVE button to display questions C01 - C06.

### *Capital Income*

### ***Capital Expenditures***

## **Section D - Operating Income and Expenditures**

### OPERATING INCOME

Operating income covers the current and recurrent costs necessary to support the provision of library services. Report income used for operating expenditures by source. Include federal, state, local, and non-governmental income.

REPORT ALL SOURCES OF FUNDS FOR FY21 (JULY 1, 2020 - JUNE 30,

2021).

- If your library does not receive operating income from a source enter a 0 (zero)
- If your library receives operating income from a source, but the amount is unknown, enter N/A
- Report all income in whole dollars only. Round to the nearest dollar

#### DO NOT REPORT

- Income for capital expenditures as reported in Section C
- Contributions to endowments
- Income passed through to another agency
- Funds unspent in the previous fiscal year – carryover
- The value of any contributed or in-kind services
- The value of any non-monetary gifts and donations
- E-Rate discounts as income

#### *Total Governmental Operating Income*

D01	City income received from the city's general fund (exclude income from special levies)	\$316,473	\$309,685
D02	City income received from special levies	\$0	\$0
D03	County income received from all counties	\$16,004	\$8,816
D04	Income received from contracting cities in Iowa. Do not report income from your own city on this line.	\$0	\$0
D05	Other governmental income received	\$0	\$0
D06	<b>Total local government operating income received</b>	\$332,477	\$318,501
D07	State income received from the State Library of Iowa (Enrich Iowa - Direct State Aid, Open Access, ILL Reimbursement) Prefilled and locked by the State Library.	\$3,708	\$3,214
D08	Other income received from the State of Iowa	\$2,500	\$0
D09	<b>Total state government operating income received</b>	\$6,208	\$3,214
D10	Total federal government income received		\$0

**Non-Governmental Operating Income**

D11	Total non-governmental grants received	\$3,000	\$0
D12	Endowments and gifts received (only report if money was spent in FY21)	\$3,411	\$1,973
D13	Fines and/or fees received	\$5,053	\$1,862
D14	Other income received		\$0
D15	<b>Total non-governmental operating income received</b>	<b>\$11,464</b>	<b>\$3,835</b>

**Total Operating Income**

D16	<b>Total operating income received</b>	<b>\$350,149</b>	<b>\$325,550</b>
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**OPERATING EXPENDITURES**

Operating expenditures are the current and recurrent costs necessary to support the provision of library services. Significant costs, especially benefits and salaries, that are paid by other taxing agencies (government agencies with the authority to levy taxes) "on behalf of" the library may be included if the information is available. Only such funds that are supported by expenditure documents (such as invoices, contracts, payroll records, etc.) at the point of disbursement should be included.

**REPORT ALL EXPENDITURES INCLUDING GRANTS AND COOPERATIVE ARRANGEMENTS.**

- If your library does not expend operating funds for an item, enter a 0 (zero)
- If your library expends operating funds for an item, but the amount is unknown, enter N/A
- To ensure accurate reporting, consult your business officer or city clerk regarding this section
- Report only money expended during FY21 (July 1, 2020 - June 30, 2021), regardless of when the money may have been received
- Report all expenditures as whole dollars only. Round fractions to the nearest whole dollar

**DO NOT REPORT**

- The value of free items
- Estimated Costs
- Capital expenditures as reported in Section C
- E-Rate discounts as expenditures

D17	Total salaries and wages expenditures (before deductions)	\$146,702	\$152,327
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D18	Total employee benefits expenditures (health insurance, Social Security tax, retirement, etc.) This amount cannot be \$0. If you are unsure of benefits amount, report N/A.	\$63,981	\$48,103
D19	<b>Total staff expenditures</b>	\$210,683	\$200,430
D20	Print physical collection expenditures	\$22,902	\$16,282
D21	Audio physical collection expenditures -- All physical formats, including tape, CDs, etc. Do not report downloadable expenditures on this line.	\$772	\$1,342
D22	Video physical collection expenditures -- All physical formats, including tape, Blu-Ray, DVD, etc. Do not report downloadable expenditures on this line.	\$799	\$2,273
D23	Other physical collection expenditures for any materials not listed above (puzzles, art prints, puppets, cake pans, etc.)	\$142	\$1,444
D24	<b>Total physical non-print collection expenditures</b>	\$1,713	\$5,059
D25	<b>Total physical collection expenditures</b>	\$24,615	\$21,341
D26	Bridges e-book collection expenditures. Report Bridges e-book expenditures only. Prefilled and locked by the State Library.	\$448	\$398
D27	All other e-book collection expenditures. Report Advantage e-book expenditures on this line.	\$2,148	\$1,337
D28	<b>Total e-book collection expenditures</b>	\$2,596	\$1,735
D29	Bridges downloadable audio collection expenditures. Report Bridges expenditures only. Prefilled and locked by the State Library.	\$448	\$398
D30	All other downloadable audio collection expenditures. Report Advantage downloadable audio expenditures on this line.	\$2,965	\$2,170
D31	<b>Total downloadable audio collection expenditures</b>	\$3,413	\$2,568
D32	Bridges downloadable video collection expenditures. Report Bridges	\$9	\$16

	expenditures only. Prefilled and locked by the State Library.		
D33	All other downloadable video collection expenditures. Report Advantage downloadable video expenditures on this line.	\$0	\$0
D34	<b>Total downloadable video collection expenditures</b>	\$9	\$16
D35	Gale, Credo, Transparent Languages, and Bridges Magazine expenditures. Prefilled and locked by the State Library.	\$239	\$230
D36	All other Electronic Information collection expenditures. Do not report expenditures for products subsidized or managed by the State Library such as Gale, Credo, Transparent Languages, or Bridges.	\$716	\$0
D37	<b>Total Electronic Information collection expenditures</b>	\$955	\$230
D38	<b>Total downloadable and Electronic Information collection expenditures</b>	\$6,973	\$4,549
D39	<b>Total collection expenditures</b>	\$31,588	\$25,890
D40	All other operating expenditures (phone, lights, heating, cooling, Internet access, insurance, etc.)	\$107,878	\$65,823
D41	<b>Total of all operating expenditures</b>	\$350,149	\$292,143

## Section E - Library Collection

NUMBER HELD AT START OF YEAR - The number of items owned by the library at the start of the fiscal year (July 1, 2020).

NUMBER ADDED DURING FISCAL YEAR - The number of items added to the collection during the fiscal year whether through purchase or donation.

WITHDRAWN DURING FISCAL YEAR - The number of items weeded, lost, or removed for any other reason during the fiscal year.

NUMBER HELD AT END OF YEAR - The number of items owned by the library at the end of the fiscal year (June 30, 2021).

E01	Printed books (# of items), held at start of year	19,822	20,234
E02	Printed books (# of items), added during year	1,606	1,443



E03	Printed books (# of items), withdrawn during year	783	1,855
E04	Printed books (# of items), held at end of year	20,645	19,822
E05	Bridges e-books, held at end of year. Prefilled and locked by the State Library.	57,638	59,781
E06	All other e-books held at end of year. Do not report Bridges or Freegal downloads here. Include Advantage titles here.	67	32
E07	Total e-books held at end of year	57,705	59,813
E08	Total books (print and e-books), held at end of year.	78,350	79,635
E09	Audio materials (# of physical items), held at start of year	949	911
E10	Audio materials (# of physical items), added during year	23	42
E11	Audio materials (# of physical items), withdrawn during year	82	4
E12	Audio materials (# of physical items), held at end of year	890	949
E13	Bridges downloadable audio materials, held at end of year. Prefilled and locked by State Library.	31,079	27,368
E14	All other downloadable audio materials, held at end of year. Do not report Bridges or Freegal downloads here. Include Advantage titles here.	44	61
E15	Total downloadable audio materials, held at end of year	31,123	27,429
E16	Total audio materials (physical and downloadable), held at end of year.	32,013	28,378
E17	Video materials (# of physical items), held at start of year	2,319	2,246
E18	Video materials (# of physical items), added during year	50	145
E19	Video materials (# of physical items), withdrawn during year	286	72
E20	Video materials (# of physical items), held at end of year	2,083	2,319
E21	Bridges downloadable video materials,		

	held at end of year. Prefilled and locked by the State Library	35	50
E22	All other downloadable video materials, held at end of year. Do not report Bridges or Freegal downloads here. Include Advantage titles here.	0	0
E23	Total Downloadable video materials, held at end of year	35	50
E24	Total video materials (physical and downloadable), held at end of year	2,118	2,369
E25	Other library materials (# of physical items), held at start of year	162	169
E26	Other library materials (# of physical items), added during year	2	16
E27	Other library materials (# of physical items), withdrawn during year	2	23
E28	Other library materials (# of physical items), held at end of year	162	162
E29	Total physical items, held at start of year	23,252	23,560
E30	Total physical items, added during year	1,681	1,646
E31	Total physical items, withdrawn during year	1,153	1,954
E32	Total physical items, held at end of year	23,780	23,252
E33	Total downloadable items, held at end of year	88,863	87,292
E34	Total physical and downloadable items, held at end of year	112,643	110,544

#### *Licensed Databases*

Refer to the State Library of Iowa's website to determine how databases and other electronic resources are counted.

<http://www.statelibraryofiowa.org/ld/a-b/statistics/eleresannsurv>

E35	Number of licensed databases funded locally or by other non-state funded cooperative agreements (or consortia) within the state or region.	1	0
E36	Number of licensed databases funded by the state government or The State Library of Iowa. Count Gale as 41, Credo Reference as 1, Chilton Library as 1, Transparent Languages as 1, and	45	45

	Brainfuse as 1. Maximum amount for this line is 45. Prefilled and locked by the State Library.		
E37	Total licensed databases	46	45

## Section F - Circulation

Report circulation for FY21 (July 1, 2020 to June 30, 2021). Circulation should only be counted for items checked out of the library's collection for use outside of the library, including renewals. DO NOT count automatic renewals as circulation. DO NOT count in-house use or computer use as circulation. *COVID-19 Note: make sure to report items checked out through curb-side service as circulation.*

### *Circulation Transactions of Physical Items*

F01	Adult books	7,132	9,388
F02	Young adult books	720	1,134
F03	Children's books	15,858	21,539
F04	Video recordings (physical formats)	2,453	7,213
F05	Audio recordings (physical formats)	351	781
F06	Serials (physical formats)	229	392
F07	All other physical items (CD-ROM based products, puzzles, art prints, pamphlets, cake pans, puppets, etc.)	259	356
F08	Total PHYSICAL circulation by material type	27,002	40,803

Lines F09 and F10 should be reported as individual counts. They do not need to add up to a total. These counts are part of the physical total as reported on line F08. Do not count electronic use for lines F09 or F10.

F09	Circulation of physical items to the rural population of your own county:	2,165	2,869
F10	Total physical circulation of all materials cataloged as "children's"	15,947	21,687

### *Use of Downloadable Material*

F11	Bridges e-books, including use of Advantage titles. Prefilled and locked by the State Library.	4,016	3535
F12	All other e-books	618	0
F13	Total use of e-books	4,634	3,535
F14	Bridges downloadable video recordings, including use of Advantage titles. Prefilled and locked by the State Library.	5	1

F15	All other downloadable video recordings - do not include Freegal or similar.	0	0
F16	<b>Total use of downloadable video recordings</b>	5	1
F17	Bridges downloadable audio recordings, including use of Advantage titles. Prefilled and locked by the State Library.	4,006	3762
F18	All other downloadable audio recordings - do not include Freegal or similar.	1,338	0
F19	<b>Total use of downloadable audio recordings</b>	5,344	3,762
F20	Bridges electronic serials - including use of Advantage titles. Prefilled and locked by the State Library.	348	202
F21	All other electronic serials - Include RB Digital or similar.	0	0
F22	<b>Total use of electronic serials</b>	348	202
F23	<b>Total use of downloadable materials</b>	10,331	7,500

*Successful Retrieval of Electronic Information (Database Use)*

F24	Successful retrieval of Electronic Information from Gale, Credo, Transparent Languages and Brainfuse. This used to be called Licensed database use. Prefilled and locked by the State Library.	294	179
F25	Successful retrieval of all other Electronic Information funded locally or by other non-state funded cooperative agreements. Do not count users, sessions, website hits, or online catalog use. This used to be called Licensed database use.	671	0
F26	<b>Total successful retrieval of Electronic Information.</b>	965	179

*Circulation and Use Totals*

F27	<b>Total Circulation of physical and downloadable materials (This is the same as Total circulation by material type on previous year's surveys).</b>	37,333	48,303
F28	<b>Total Electronic materials use (Total downloadable use plus Total successful</b>	11,296	7,679

F29	retrieval of Electronic Information). Total Collection use (Total circulation of physical and downloadable items plus successful retrieval of Electronic Information. This is not the total of F27 + F28).	38,298	48,482
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### *Interlibrary Loan*

The State Library will automatically fill in data from the SILO ILL service. If your library only uses SILO for ILL, you can skip F30 to F35. Examples of other ILL services are OCLC or print forms.

F30	ILL Received from other libraries using the SILO ILL service. Prefilled and locked by the State Library.	247	311
F31	ILL Received from other libraries using all other ILL services. Do not report SILO ILL on this line.	0	0
F32	Total Interlibrary Loan received from other libraries	247	311
F33	ILL Provided to other libraries using the SILO ILL service. Prefilled and locked by 240 the State Library.		242
F34	ILL Provided to other libraries using all other ILL services. Do not report SILO ILL on this line.	0	0
F35	Total Interlibrary Loan provided to other libraries	240	242
F36	Current total number of registered users as of June 30, 2021	2,375	2,050

## **Section G - Program Attendance and Other Services**

### ***Program Attendance***

When reporting the number of programs, count the total number of events. A story time held once a week for a year is counted as 52, not as one.

When reporting attendees, count total number of attendees regardless of the age. A children's program attended by 10 children and 10 adults is counted as 20, not as 10.

Live, virtual programs are conducted via a Web conferencing or webinar platform during which a library staff member (or other party sponsored by the library) is presenting to or interacting with an audience in real-time.

These are considered programs for survey purposes and should be added into programming counts as indicated below.

Recordings of program content include video or audio recordings created by a library staff person (or other party sponsored by the library) and posted to a video or audio hosting platform for the audience to view or list to on-demand. Do not include promotional or marketing content. Recordings of program content are counted separately as indicated below.

Programs designed for adults, families, cross generational, all-ages, etc. should be reported on lines G13 TO G18.

G01	Total number of in-person library programs for children	48	106
G02	Total number of live virtual library programs for children	56	19
G03	Total number of library programs for children	104	125
G04	Total number of people attending in-person library programs for children	1,380	2,906
G05	Total number of people attending live virtual programs for children	1,085	1,228
G06	Total number of people attending library programs for children	2,465	4,134
G07	Total number of in-person library programs for young adults	3	2
G08	Total number of live virtual programs for young adults	3	1
G09	Total number of library programs for young adults	6	3
G10	Total number of people attending in-person library programs for young adults	8	10
G11	Total number of people attending live virtual programs for young adults	8	4
G12	Total number of people attending library programs for young adults	16	14
G13	Total number of in-person library programs for adults, families, etc.	41	232
G14	Total number of live virtual programs for adults, families, etc.	195	39
G15	Total number of library programs for adults, families, etc.	236	271

G16	Total number of people attending in-person library programs for adults, families, etc.	292	2,605
G17	Total number of people attending live virtual programs for adults, families, etc.	1,102	270
G18	Total number of people attending library programs for adults, families, etc.	1,394	2,875
G19	Total number of library programs	346	399
G20	Total number of people attending library programs	3,875	7,023
G21	Total number of recordings of program content for children	86	7
G22	Total number of recordings of program content for young adults	10	0
G23	Total number of recordings of program content for adults, families, etc.	15	1
G24	Total number of recordings of program content	111	8
G25	Total number of views of program content recordings for children	3,328	368
G26	Total number of views of program content recordings for young adults	37	0
G27	Total number of views of program content recordings for adults, families, etc.	715	754
G28	Total number of views of program content recordings	4,080	1,122
<b>Other Services</b>			
G29	Door count annually - do not count curbside delivery or other services provided while the library is physically closed to the public as door count	6,174	21,708
G30	Is annual door count based on an annual count (i.e. with a door counter) or an annual estimate based on a typical week or weeks? Choose one of the options listed below:	CT - Annual Count	Annual Count
G31	Total number of reference transactions annually	150	500
G32	Is number of annual reference transactions based on annual count (i.e.		Annual Estimate

	year-long tally marks) or an annual estimate based on a typical week or weeks? Choose one of the options below:	CT - Annual Count	<i>based on typical week(s)</i>
G33	Number of Internet computers for public use	11	11
G34	Number of uses of public Internet computers <u>ANNUALLY</u>  (You may count a typical week and multiply by 52)	81	555
G35	Is the number of uses of public Internet computers based on an annual count (i.e. year-long tally marks) or an annual estimate based on a typical week or weeks? <b>(NEW)</b> Choose one of the options listed below:	CT - Annual Count	
G36	Number of wireless sessions annually - for libraries subscribing to the statewide WhoFi service. Prefilled and locked by the State Library.	3,083	1,840
G37	Number of wireless sessions annually - for libraries without the statewide WhoFi service.		
G38	<b>Total number of wireless sessions annually</b>	3,083	1,840
G39	Is number of wireless sessions based on an annual count (i.e. year-long tally marks) or an annual estimate based on a typical week or weeks? Choose one of the options listed below. Libraries that use WhoFi only should report as an annual count. If unsure, leave blank and skip to G40: <b>(NEW)</b>	CT - Annual Count	
	Annual Count Annual Estimate based on typical week(s)		
G40	Website visits for libraries with a PLOW website annually. Prefilled and locked by the State Library.		0
G41	Website visits for all other libraries annually. Libraries unable to collect a		



	count of their website visits should report <b>N/A</b> . Libraries without websites should report <b>-3</b> .	33,748	30,223
G42	Total website visits annually	33,748	30,223

## Section H - Library Buildings - Hours and Square Footage

Make sure to consider closures due to COVID-19 when calculating number of hours and weeks open. For example, if your library is normally open for 52 weeks, but was closed for 20 weeks due to COVID-19, report 32 on line H02.

H01	Total number of hours open to the public during FY21 (July 1, 2020 to June 30, 2021) at the main library only:	1,313	3,368
H02	Total number of weeks open to the public during FY21 (July 1, 2020 to June 30, 2021) at the main library only (round to the nearest whole number of weeks):	26	36
H03	Square footage of main library. Prefilled and locked by the State Library.	6,000	6,000
H04	Total number of weeks the main library was closed to the public during FY21 (July 1, 2020 to June 30, 2021) due to COVID-19.	26	16
H05	Total number of weeks the main library had limited occupancy during FY21 (July 1, 2020 to June 30, 2021) due to COVID-19.	11	0

## Section H Totals

H12	Total number of hours open annually at the main library and all branches. (Click the SAVE button to calculate the total.)	1,313	3,368
H13	Total number of weeks open annually at the main library and all branches (Click the SAVE button to calculate the total.)	26	36
H14	Total square footage of main and all branch libraries (Click the "SAVE" button to calculate the total.)	6,000	6,000

## Section I - COVID 19 related questions

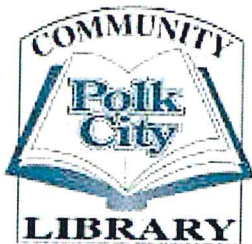
The following questions were added in the FY20 survey in order to assess

the impact of the COVID-19 pandemic on library services. The impact extended into FY21, so we will continue with most of these questions this year. Answer Yes or No to the following questions if you know for sure that you provided the listed service or not. If you aren't sure, leave the question blank.

- |     |  |     |     |
|-----|--|-----|-----|
| I01 | Were any of the library's outlets physically closed to the public for any period of time due to the Coronavirus (COVID-19) pandemic? (YES/NO)  |     |     |
|     | <ul style="list-style-type: none"> <li>• Hours open clarification: An outlet is considered physically closed when the public cannot access any library buildings or bookmobiles, regardless of staff access. A building can be physically closed but still offer virtual or "curbside" services outside the building.</li> </ul> | Yes | Yes |
| I02 | Did library staff continue to provide services to the public during any portion of the period when the building was physically closed to the public due to the Coronavirus (COVID-19) pandemic? (YES/NO)   |     |     |
|     | <ul style="list-style-type: none"> <li>• Services to the public can include providing reference service, hosting virtual programming or recorded content, curbside delivery, etc. Staff can be located or home or in a closed library while providing these services.</li> </ul>   | Yes | Yes |
| I03 | Did the library allow users to complete registration for library cards online without having to come to the library DURING the Coronavirus (COVID-19) pandemic? (YES/NO)   | Yes | Yes |
| I04 | Did the library provide reference service via the Internet or telephone during the Coronavirus (COVID-19) pandemic? (YES/NO)   | Yes | Yes |

I05	Did the library provide 'outside' service for circulation of physical materials at one or more outlets during the Coronavirus (COVID-19) pandemic? (YES/NO)		
	<ul style="list-style-type: none"> <li>Includes any contactless or minimal contact provision of circulation items. Similar terms could include curbside, vestibule, or porch pickups, delivery (mail or drop-off), drive-thru, etc. NOTE: Circulation of these items should be reported as circulation in the appropriate category in section F.</li> </ul>	Yes	Yes
I06	Did the library intentionally provide access to Wi-Fi Internet access to users outside the building at one or more outlets DURING the Coronavirus (COVID-19) pandemic? (YES/NO)	Yes	Yes
I07	Did the library increase access to WI-FI Internet access to users outside the building at one or more outlets during the Coronavirus (COVID-19) pandemic? (YES/NO)	Yes	Yes
I08	Did library staff work for other government agencies or nonprofit organizations instead of, or in addition to, their normal duties during the Coronavirus (COVID-19) pandemic? (YES/NO)		
	<ul style="list-style-type: none"> <li>NOTE: Include reassignments to other government agencies (e.g., to provide unemployment claims), as well as other activities such as the use of library staff to distribute school lunches and other materials. Volunteering during work hours would count, but volunteering off hours would not.</li> </ul>	No	No
I09	Does the library check out WIFI hotspots for use outside the library? (YES/NO)	Yes	Yes

All libraries submitting an annual survey must also submit a Signature Page to certify accuracy. This document is also included in the Print Application Form. Click [here](#) to print off the form, sign it, and return it to Toni Blair as listed on the document.

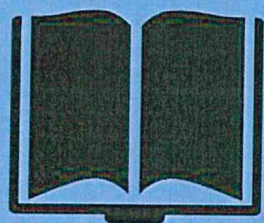
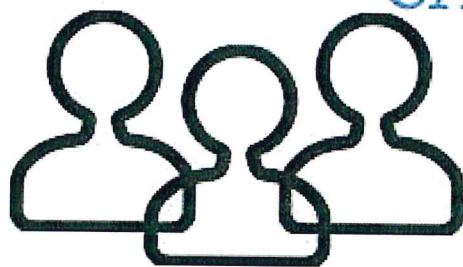


# 2021

## HIGHLIGHTS

6,174  
VISITORS

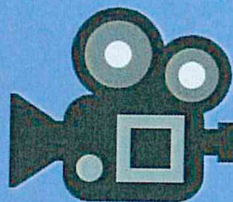
2,375  
CARDHOLDERS



+



+



=

38,298  
ITEMS  
BORROWED



7,955  
ATTENDEES

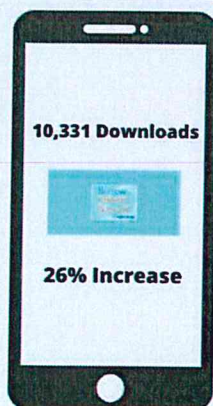


457  
PROGRAMS

3,164



COMPUTER & WIFI  
ACCESS



155



MOBILE HOTSPOT  
CIRCULATIONS



# 2021 SUMMER READING PROGRAM

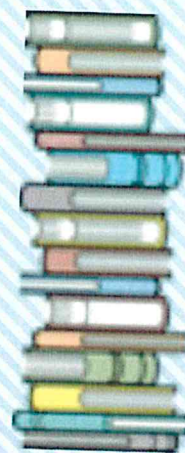
## 2021 PARTICIPATION



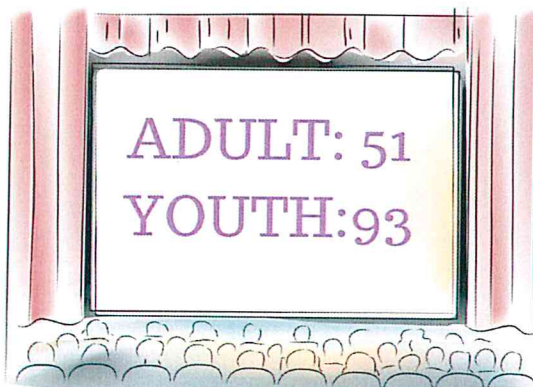
ADULTS: 168  
YOUTH (0-11): 461  
TEENS (12-17): 44  
TOTAL: 673

## NUMBER OF MATERIALS CIRCULATED

10,367



## NUMBER OF PROGRAMS



ADULT: 51  
YOUTH: 93

## PROGRAM ATTENDANCE

ADULTS: 314  
YOUTH:  
2,893





## FY2021 STATISTICS

Total Circulation (including digital)	38,298
Computer & Wifi Usage	3,164
Number of Attendees at Programs	7,955
Number of People who Visited the Library	6,174

	2020	2021
Total Circulation	48,303	38,298
Books/Magazines/Audio	33,590	25,514
Bridges Ebook/AudioBook	7,679	10,331
Videos	7,213	2,453
Items Added	1,646	1,681
New Patrons	192	325
Visitors	21,708	6,174
Patron Savings (Physical Materials)		\$383,479
Adventure Pass Savings		\$2,228

## 2021 SUMMARY

FY21 was the second fiscal year impacted by the COVID-19 pandemic. However, unlike FY20, the pandemic impacted the entire year. The library was closed to the public until February 2021. Obviously, this had a tremendous impact on the number of people who visited the library.

The number of people through the door was down 15,534 (72%) but circulation was only off 10,005 (21%). Library staff kept very busy providing curbside delivery of library materials while the building was closed.

The number of people participating in library programs was only down 190 people. Online programs remained popular. The return to in-person programming came with the start of our summer reading program. We had record attendance at our summer programs.

### LIBRARY STAFF

Jamie Noack, Director  
 Pam Witt, Adult Librarian & Assistant Director  
 Melissa Ulbrich, Youth Librarian  
 Linda Hall, Library Clerk

### LIBRARY BOARD OF TRUSTEES

Lisa Mart, President  
 Angela Conley, Secretary  
 Rod Bergren  
 Corey Hoodjer  
 Sara Olson

### FRIENDS OF THE LIBRARY

Brigett DeVos, President  
 Regena Butler, Secretary  
 Krista Bowersox, Treasurer

## REVENUES & EXPENDITURES (FY 2020)

### REVENUES

Fines & Fees Collected (1%)	\$5,053
Polk County Appropriation (5%)	\$16,004
State Funding (1%)	\$3,708
City of Polk City Appropriation (90%)	\$316,473
Other Income ( <i>Grants &amp; Donations</i> ) (3%)	\$8,911
<b>TOTAL</b>	<b>\$ 350,149</b>

### EXPENDITURES

Salaries & Benefits (60%)	\$210,683
Operating Expenses (27%)	\$94,988
Books & Materials/Programming (13%)	\$44,478
<b>TOTAL</b>	<b>\$350,149</b>

### 2021 Memorials

#### Other Library Support (2021)

Friends of the Polk City  
Community Library

Ankeny Sanitation

Bruce Boland

Center Grove Orchard

Cornerstone Dental

Currie Engineering Assoc

Cutting Edge

Edward Jones (K. Matzen)

Fareway

Grinnell State Bank

Gurnsey Electric

Jethro's BBQ

Kwik Star

Luana Savings Bank

McDonald's

Playground for Kids

Polk City Nutrition

Polk City Veterinary Hospital

Polk City Women

ReMax Torres Team

Tiger Bowl





## City of Polk City, Iowa

### City Council Agenda Communication

**Date:** October 11, 2021 City Council Meeting  
**To:** Mayor Jason Morse & City Council  
**From:** Jason Thraen, Parks & Recreation Director  
**Subject:** **Parks & Recreation Department Updates for September 2021**

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1. Staff, along with Go Polk City, finalized plans for a new fall special event on Saturday, October 2<sup>nd</sup> called Fall Fest. This family friendly event will coincide with “Fenders Fest” hosted by Fenders Brewing.
2. Staff finished project with Public Works creating more efficient drainage near SW corner of pond at Twelve Oaks Park. Tiling and swale were added to help with standing water. Two White Pines were planted in the vicinity as well.
3. Staff provided activities for public use at RVTV on Monday, September 6<sup>th</sup>.
4. September programming included Start Smart Football and Adult Bags League.
5. September 24<sup>th</sup> Movie in the Park, sponsored by Luana Savings Bank, had 27 participants.
6. September 4<sup>th</sup> Yoga in the Park, sponsored by Paradigm Construction, had 23 participants.
7. September 18<sup>th</sup> Yoga in the Park, sponsored by Patrick Porto, had 12 participants.
8. September 25<sup>th</sup> Yoga in the Park, sponsored by Patrick Porto, LC, had 13 participants.
9. Sports Complex baseball/softball fields had 30 reservations in September. 199 total field reservations in 2021.
10. Community Center had 1 private rentals in September. 10 total rentals in 2021.
11. Miller Park Shelter House had 2 private rentals in September. 20 total rentals in 2021.

## Youth Programs Report: July, August, September 2021

Program	Participants	Expenses	Revenue	Cost Recovery
Summer Fun Camp July 12-16	11	\$1,579.95	\$1,210.00	76.58%
Summer Fun Camp July 19-23	9	\$1,636.63	\$990.00	60.49%
Tennis Lessons July 12-15	11	\$930.44	\$1,116.00	119.94%
Tennis Lessons July 26-29	1	\$95.62	\$96.00	100.40%
Start Smart Soccer (AM)	6	\$234.82	\$300.00	127.76%
Start Smart Soccer (PM)	10	\$413.82	\$500.00	120.82%
All-Star Sports Camp	20	\$553.10	\$1,200.00	216.96%
Unicorn Art Camp	11	\$273.41	\$330.00	120.70%
Start Smart Football (PM)	15	\$408.82	\$750.00	183.45%
TOTALS	94	\$6,126.61	\$6,492.00	105.96%

**Final Analysis:** Q3 for 2021 represented great cost recovery for our youth programs. With a quarterly cost recovery of 105.96%, we exceeded our cost recovery goal of 70-100%. Our programs are consistently in line with the GreenPlay, LLC youth programs cost recovery model. This quarter is a great representation of different programs having different cost recovery goals. Programs with more individual benefit (tennis, art) should see greater cost recovery compared to programs with more community benefit.

## Adult Programs Report: July, August, September 2021

Program	Participants	Expenses	Revenue	Cost Recovery
COED Softball	77	\$1,010.25	\$1,260.00	124.72%
Fall Bags League	20	\$277.18	\$300.00	108.23%
TOTALS	97	\$1,287.43	\$1,560.00	121.17%

**Final Analysis:** Cost recovery for adult programming was above 100% for this quarter. This is consistent with GreenPlay, LLC's cost recovery model. I'm very pleased with how adult softball and adult bags performed and were received by participants. I anticipate these programs growing in the future.

## Senior Programs Report: July, August, September 2021

Program	Participants	Expenses	Revenue	Cost Recovery
Outlets of DSM Shopping Trip	0			
Pappajohn Sculpture Park Trip	0			
TOTALS				

**Final Analysis:** 2 day-trip programs were planned for this quarter with neither having enough interest to be held. I'd like to re-evaluate how these programs are being marketed and making sure the intended population is aware of these offerings.

## **RESOLUTION NO. 2021-100**

### **A RESOLUTION ACCEPTING THE PUBLIC IMPROVEMENTS FOR BRIDGEVIEW PLAT 2**

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**WHEREAS**, the Developer, All Points Development L.C., has completed the Public Improvements, including punchlist items, installed in connection therewith Bridgeview Plat 2 with the exception of grass being established; and

**WHEREAS**, on September 21, 2021 the developer signed an Agreement to Complete and provided a Certified Check in the amount of \$31,632.50 to cover the cost of completing the punchlist dated September 8, 2021, said check to be returned to the developer when the punchlist is fully complete, including completion of the privately-owned retaining wall which will be maintained by the Homeowners Association and with the exception of seeding; and

**WHEREAS**, the developer provided a Certified Check in the amount of \$5,100 to cover the cost of seeding, said check to be returned to the developer once grass is established and the developer has paid all fees; and

**WHEREAS**, McAninch Corporation has provided a 4-year maintenance bond in the amount of \$820,400.00 for the public improvements associated with Sanitary Sewer, Water and Storm Sewer; and

**WHEREAS**, Alliance Construction Group, LLC. has provided a 4-year maintenance bond in the amount of \$267,745.00 for the paving improvements; and

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

**WHEREAS**, All Points Development L.C. has provided a sidewalk bond in the amount of \$18,936.00 covering the developer's responsibility to install sidewalks in front of Lots 1-41, Outlot S and Outlot Y if they are not paved within four years of final plat approval, following written notification from the City Clerk; and

**WHEREAS**, Civil Engineering Consultants, Inc. has provided Record Drawings showing the as-built location of all improvements and certification of a Land Surveyor that all property corner monuments are in place as indicated on the final plat; and

**WHEREAS**, Civil Engineering Consultants, Inc. has certified the plans are in compliance of Polk City's Subdivision Regulations and the Statewide Urban Design and Specifications; and

**WHEREAS**, the City Engineer has reviewed the materials submittals, shop drawings, storm sewer videos, sanitary sewer videos, compaction test results, cement treatment design, core

samples and change orders related to the construction of said public improvements and finds them to be in order; and

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

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Polk City, Iowa that the Public Improvements completed by the developer, All Points Development L.C., and certified by the Developer's Engineer Civil Engineering Consultants, Inc. in connection with Bridgeview Plat 2 are hereby accepted.

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

**BE IT FURTHER RESOLVED**, the City Manager is hereby authorized to return the security check in the amount of \$31,632.50 to the Developer once the private retaining wall has been completed to the satisfaction of the Public Works Department.

**BE IT FURTHER RESOLVED**, the City Manager is hereby authorized to return the security check in the amount of \$5,100.00 to the Developer once grass is established as determined by the Public Works Department and all fees have been paid to the City of Polk City.

**PASSED AND APPROVED** the 11th day October 2021.

---

Jason Morse, Mayor

ATTEST:

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Jenny Coffin, City Clerk

# Polk City Water Department

## Monthly Report

Month Sept

Year 2021

Total Water Pumped 18,802,639 Gallons  
Monthly Daily Avg 626,754 Gallons

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### Testing Results

- SDWA Bacteriological Coliform Analysis absent University Hygienic Lab.  
Fecal Coliform Analysis- Sample incubated 35c for 48 hrs then examine for gas production.  
Gas production verifies presence of fecal coliform organisms.
- Fluoride Analysis .5 University Hygienic Lab.  
A fluoride concentration of approx. 1mg/l in drinking water effectively reduces dental caries without harmful effects on health. MCL for fluoride is 4.0 mg/l.  
Fluoride at Plant- Monthly Average .62 mg/l Polk City Lab.  
Fluoride in System- Monthly Average .72 mg/l Polk City Lab.
- Chlorine Free At Plant- Monthly Average 1.05 mg/l Polk City Lab.  
Chlorine Total at plant- Monthly Average 2.57 mg/l Polk City Lab.  
Chlorine Free in System- Monthly Average .49 mg/l Polk City Lab.  
Chlorine Total in System- Monthly Average .81 mg/l Polk City Lab.  
Chlorine requirement is the quantity of chlorine that must be added to H<sub>2</sub>O to achieve complete disinfection of pathogens and protozoa. Chlorine residuals will vary widely depending on organic loading. We also use chlorine to oxidize iron prior to filtration.
- Iron Raw Water- Monthly Average 6.74 mg/l Polk City Lab.  
Iron Finish Water- Monthly Average .07 mg/l Polk City Lab.  
Iron System Water- Monthly Average .08 mg/l Polk City Lab.  
Iron occurs in rocks and minerals in the earth's crust. It's the 4<sup>th</sup> most abundant element respectively. Iron has no effect on human health; its main objection is aesthetics.  
Concentrations of Iron in finish H<sub>2</sub>O should be between 0.03-0.06mg/l.
- Manganese Raw Water- Monthly Average .30 mg/l Polk City Lab.  
Manganese Finish Water- Monthly Average .18 mg/l Polk City Lab.  
Manganese System Water- Monthly Average .06 mg/l Polk City Lab.  
Manganese also occurs in rocks and the earth's crust. It is the 7<sup>th</sup> most abundant element. Manganese is extremely difficult to remove. Concentrations of Manganese in finish H<sub>2</sub>O should not exceed 0.05mg/l or black staining of plumbing fixtures may occur. No effect on human health.
- pH Raw Water Monthly Average 7.4 mg/l Polk City Lab.  
pH Finish Water-Monthly Average 7.6 mg/l Polk City Lab.  
pH System Water- Monthly Average 8.2 mg/l Polk City Lab.  
pH scale ranges from 0-14 with 7 being considered neutral. Below 7 becomes corrosive to plumbing, above 7 tends to deposit minerals in plumbing. We add caustic soda to maintain proper pH, which should range between 7.5-7.9 in finish water.

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

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



## City of Polk City, Iowa

### City Council Agenda Communication

**Date:** October 11, 2021  
**To:** Mayor & City Council  
**From:** Jim Mitchell – Fire Cheif  
**Subject:** Memorandum of Understanding with Waldorf University

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**BACKGROUND:** Waldorf University has a partnership program that would afford our employees a discount rate for tuition and free books as well as access to certain scholarships.

**ALTERNATIVES:** Do not approve the MOU

**FINANCIAL CONSIDERATIONS:** Allows the City to offer additional benefits to our employees at no cost to the City.

**RECOMMENDATION:** It is my recommendation that the Council approve the MOU.

**HOW DOES A LEARNING PARTNERSHIP WORK?**

Waldorf Learning Partners sign a non-binding agreement that allows our institution to offer a 10% tuition discount on all online classes to your employees/members along with an application fee waiver (\$25 value). Textbooks are provided at no cost.

**CAN MY FAMILY RECEIVE THE LEARNING PARTNER DISCOUNT?**

Spouses and children of employees/members are also eligible to take advantage of these benefits.

**HOW MUCH DOES BECOMING A LEARNING PARTNER COST?**

There is no cost to become a partner.

**HOW MANY EMPLOYEES HAVE TO ENROLL IF WE BECOME A LEARNING PARTNER?**

At this time there is no specific number of employees that have to enroll.

**WHEN WILL MY PARTNERSHIP BEGIN?**

Upon receipt of the signed MOU and completed Questionnaire.

**CAN THE NON-BINDING LEARNING PARTNERSHIP AGREEMENT BE CHANGED TO FIT MY GUIDELINES?**

Yes, we can adapt the agreement to fit your guidelines and policies. We do ask permission to place your business/organization name and logo (if provided) on our website.

**HOW LONG DOES THE LEARNING PARTNERSHIP LAST?**

The Learning Partnership remains active indefinitely or until either party chooses to discontinue the relationship.

**BY BECOMING A LEARNING PARTNER, ARE WE AGREEING THAT OUR EMPLOYEES/MEMBERS WILL ONLY USE WALDORF?**

No, the partnership agreement is non-exclusive. It simply means that if any of your employees/members choose to become a student with our institution, they will receive the benefits outlined in the partnership agreement.

**ARE THERE SCHOLARSHIP OPPORTUNITIES FOR WALDORF LEARNING PARTNERS?**

Yes, the Learning Partner scholarship is awarded annually and will cover up to \$16,500 in one online degree program. The scholarship will be applied directly to the recipient's tuition for up to three years or until the completion of the selected online degree program, whichever comes first.



(This MOU is not a legally binding contract and may be cancelled at any time without penalty or recourse)

Waldorf University (WU), located in Forest City, Iowa, is a residential university offering online degree programs accredited by the Higher Learning Commission, North Central Association.

The City of Polk City wishes to offer educational opportunities for its employees / members by becoming a Waldorf University (WU) learning partner. The partnership is designed to assist learning partner employees / members in achieving their educational goals.

A. Waldorf Learning Partner benefits include:

- A 10% tuition discount on all online classes and waiver of the Application Fee. This benefit extends to spouses and children of the Learning Partner employee/member.
- Textbooks provided at no cost.
- Exclusive Scholarship opportunities for Learning Partner employees/members.
- A complimentary evaluation of previously earned educational credits and training/professional certifications for possible transfer of credit.
- Complimentary access to our Writing and Math specialists through the Student Success Center.
- Listing on the WU Learning Partner page of the Waldorf University website.

B. Learning Partner benefits may also include:

- The designation of the partner name on the WU website and University marketing materials.
- Display of the partner's logo (if provided) on the WU website and University marketing materials.
- Highlight of the partner through press releases, marketing campaigns and blog articles.
- Scheduled visits or presentations to promote the Learning Partnership benefits to Learning Partner employees/members.
- Discounts on Continuing Education training and learning opportunities.

C. As a Learning Partner, the organization will:

- Agree to inform all employees/members of the partnership and benefits as one of their options for education.
- Keep WU informational materials on site and make available to employees/members.
- Assign a liaison within the partner company who is willing to accept communications from the WU Liaison and/or a WU representative.
- Provide information to the WU liaison regarding Employee Benefits Fairs and Education Fairs once date and time have been established.
- Agree to be contacted by a representative of Waldorf University.

This Learning Partnership will take effect from the date of signing and will remain in effect unless terminated by one or both parties. This Memorandum is agreed to and executed on this 7th day of October in the year 2021.

Signature: 

LEARNING PARTNER LIAISON

Print Name: James F. Mitchell, II

Signature: \_\_\_\_\_

Dr. Lillie Cannon

AVP, Military and Corporate Outreach  
Waldorf University

Tony O'Hara

WU OUTREACH REPRESENTATIVE

**1. Please verify the information below:**

City of Polk City  
NAME OF COMPANY/ORGANIZATION

112 Third Street  
PHYSICAL ADDRESS

Polk City Iowa 50226  
CITY STATE ZIP CODE

Jim.mitchell@polkcityfd.com www.Polkcityia.gov  
BEST CONTACT METHOD WEBSITE

**2. List the liaison your organization has chosen, along with his/her title, phone number and email address.**

James F. Mitchell, II Fire Chief  
LIAISON NAME TITLE

( 515 ) 984-6304 Jim.mitchell@polkcityfd.com  
PHONE EMAIL

**3. Provide the name, title, and contact information for a secondary point of contact to assist in your absence.**

Jenny Coffin City Clerk  
SECONDARY CONTACT NAME TITLE

( 515 ) 984-6233 Jcoffin@polkcityia.gov  
PHONE EMAIL

**4. Total number of employees and/or members associated with your company/organization? 99****5. Does your company/organization offer tuition assistance or reimbursement for educational expenses? ☒ Yes ☐ No**

**Does your organization require or recommend additional education for advancement? ☒ Yes ☐ No**

CONTINUED ON NEXT PAGE



## WALDORF UNIVERSITY LEARNING PARTNERSHIP QUESTIONNAIRE

**6. Which manner do you prefer to promote WU and the partnership within our company/organization? (Check all that apply)**

- ☒ Visit, Presentations   ☒ Flyers, catalogs, etc.   ☒ E-Newsletter  
☒ Intranet   ☒ Exclusive Emails

**7. A WU Outreach Representative may be in your area and may contact the Liaison you have assigned to visit your company/organization.**

With your consent, the Outreach Representative will conduct presentations and meet with those interested in furthering their education. Would you like one of our Outreach Representatives to visit or present to your company/organization?

- ☒ Yes   ☐ No

**8. Does your company/organization host an annual Employee Benefits Fair/Educational Fair?**

- ☐ Yes   ☒ No

**Would you like for an Outreach Representative to attend this event?**

- ☐ Yes   ☒ No

**Thank you for partnering  
with Waldorf University.**

Please ask current WU students to contact their Admission/ Student Services representative to have the partnership added to their record to obtain the Learning Partner discount. If you have an employee who is interested in receiving more information about Waldorf University, our admissions counselors are available to answer any questions at 1.877.267.2157.



## City of Polk City, Iowa

### City Council Agenda Communication

**Date:** October 6, 2021  
**To:** Mayor & City Council  
**From:** Chief Jeremy Siepker  
**Subject:** Vicious Dog Declaration Appeal – Kandy Freeman (owner)

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**BACKGROUND:** On September 17<sup>th</sup>, 2021, the Polk City Police Department was called to 307 E Wood Street on a report that the homeowner's dog (Yorkie-Poo) was attacked by their neighbors dog (Labrador) that resides at 305 E Wood Street. The suspect dog belongs to Kandy Freeman and the victim dog belongs to Joshua Sanders.

Kandy's dog had left her property and entered the property of 307 E Wood Street where it was able to force itself through the screen door of the home to gain access inside to attack the small Yorkie that was inside. As the attack was happening Joshua entered his kitchen and observed his small Yorkie being pinned down to the ground by the Labrador which was actively biting the Yorkie. Joshua reported that he began to yell at the dog in an attempt to get it to stop biting his dog, the Labrador eventually released the Yorkie but did not immediately retreat out of the home. Joshua described the dog's behavior as still aggressive, and he believed that it was going to attack again. Joshua continued to yell at the Labrador, and it eventually left his home.

The Yorkie sustained several puncture wounds – none were life threatening. Joshua also reported that this would have been the third time he or his wife have dealt with this dog running at large, all of which, the Labrador had been behaving in an aggressive and growling manner but had not physically attacked until this situation.

When contacting Kandy she reported that her privacy fence had been left open by the kid that mows her lawn. Officers inspected the gate and could see that it did have an outside latch and that the gate swings in towards the yard. There was nothing to indicate that there were any issues with the latch, and it seemed to work as intended.

After reviewing the case and the facts surrounding this event, I determined that the Labrador fits the definition of a Vicious Animal as defined by the Polk City Municipal Code Chapter 57.01(2).

*"Vicious animal" means any animal, except for a dangerous animal per se, as listed above, that has attacked, bitten or clawed a person while running at large and the attack was unprovoked, or any animal that has exhibited vicious tendencies in present or past conduct, including such that said animal (a) has bitten more than one person during the animal's lifetime; or (b) has bitten one person on two or more occasions during the animal's lifetime; or (c) has attacked any domestic animal or fowl without provocation, causing injury or death while off the property of the owner*

Joshua had reported this to be the third event that he has delt with the animal and each time it had exhibited vicious tendencies. During the situation on September 17<sup>th</sup> the Labrador did attack another domesticated dog without provocation. The legal definition of provocation is: “Provocation” is that which causes, at the time of the act, reason be disturbed or obscured by passion to an extent which might render ordinary persons, of average disposition, liable to act rashly or without due deliberation or reflection, and from passion, rather than judgment. In other words, provocation is something which causes a reasonable person to lose control. (Cornell Legal Information Institute).

Although there is not legal definition to reference animals rather than humans a very simple concept can be taken from the definition – “something which causes a reasonable person to lose control. Dogs barking at each other, especially from the inside of another home is not a provoking behavior and a *reasonable* dog would not react violently to another dog barking, dogs bark at each other all the time, rarely do they attack each other.

The Yorkie sustained several puncture wounds, although not a serious or life-threatening injury, it is still an injury. Looking at the totality of the circumstances surrounding this situation the Labrador is a vicious animal. It was not acting as a reasonable animal would act in a similar situation. Until this point in my career I have never dealt with a dog that reacted so aggressively towards another dog that it was able to force entry into a home to gain access to and attack the dog inside. A home where two very small children reside, fortunately they were not present during the attack.

On September 30<sup>th</sup> Kandy Freeman was served with a letter that declared the Labrador a Vicious Animal. On October 4<sup>th</sup> 2021 Kandy submitted an appeal of the declaration to the City Clerk challenging that her dog did not meet the criteria of a Vicious Animal believing that her dog was provoked, the injury to the other dog was not severe enough, the Polk City Municipal Code is not inline with other cities in the area, and she had her dog evaluated by a third party who determined it not to be vicious.

Even though this is the first Police encounter with this dog the actions it exhibited clearly show that this Labrador is a danger to other domesticated animals and people in the City of Polk City. This dog’s behavior leaves me very concerned and certain that if given the opportunity, it will attack someone or something again.

**ALTERNATIVES:** Reverse the Vicious Animal declaration.

**FINANCIAL CONSIDERATIONS:** N/A

**RECOMMENDATION:** It is my recommendation that the Council uphold the Vicious Animal declaration.



# Polk City Police Department

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

Polk City, Iowa 50226

Phone: 515-984-6565 Fax 515-984-6819 email: [police@polkcityia.gov](mailto:police@polkcityia.gov)

**Service Integrity Respect Quality**

**Date: 09/20/2021**

RE: Vicious Dog Incident Case #21-0251

On September 17<sup>th</sup>, 2021, at about 12:30 pm, Polk City Officers were dispatched to 307 E Wood Street for a report of a neighboring dog breaking through a door and attacking the dog residing at 307 E Wood Street. The attacking dog resides at 305 E Wood Street. It is a black mixed-breed adult dog. The victim dog resides at 307 E Wood Street and is a brown adult Yorkie breed.

When officers arrived, the attacking dog was still at large in the neighborhood. The dog was not friendly towards officers as they attempted to corral it back into its yard. The dog would growl and bark aggressively towards the officers. The dog was eventually corralled into its own yard and the officers were able to secure the fence.

An investigation into the incident revealed that the attacking dog had escaped its property through an open fence gate. The owner, Kandy Freeman, later claimed the gate was inadvertently left open by the young man who mows their yard. After leaving its property, the attacking dog made its way into the back yard of 307 E Wood Street. The dog at that residence was the victim dog. The victim dog was in its own home and barking at the attacking dog through a closed patio screen door. The attacking dog broke through the screen and attacked the victim dog. The victim dog suffered a puncture wound to its neck area before the attack was broke up by Josh Sanders, the owner.

Kandy Freeman was cited for violating City Code 55.06 "Animal at Large".

Josh Sanders and Kandy Freeman were both served 14-day notices to register their dogs.

During a routine case review, I spoke with Josh Sanders who informed me there have been 3 times this dog has been loose over the 2 years his family has lived there. The two other times the dog has been loose, the dog has growled at him when he attempted to corral it back into its backyard. Josh and his wife have a small child living in the home and are concerned the owner of the black dog is unable to keep control of the dog and the dog may cause his family or others more harm.

City Code 57.01 defines a "vicious animal" as any animal, except for a dangerous animal per se, as listed above, that has attacked, bitten or clawed a person while running at large and the attack was unprovoked, or any animal that has exhibited vicious tendencies in present or past conduct, including such that said animal (a) has bitten more than one person during the animal's lifetime; or (b) has bitten one person on two or more occasions during the animal's lifetime; or (c) has attacked any domestic animal or fowl without provocation, causing injury or death while off the property of the owner.

I queried department records and dispatch records for other incidents involving this dog. There are no other documented incidents involving this dog.

This attack was unprovoked by the victim dog, who was within its own house. The attacking dog was off its property due to negligence by the owner and went onto the property of 307 E Wood Street where a small child resides. The attacking dog attacked the victim dog by breaking through a screen door and biting the victim dog. The attacking dog clearly poses a threat to public safety and meets the definition of a vicious animal by the City Code.

Sincerely,

Matt Aswegan

Lieutenant

Polk City Police Department



# IOWA INCIDENT REPORT

## POLK CITY POLICE DEPARTMENT

309 W VAN DORN ST  
POLK CITY, IA 50226

Case Number <b>21-0251</b>	
Date/Time of Report <b>09/17/2021</b>	<b>12:32</b> Hrs
Status <b>03 - CLEARED BY ARREST</b>	

### SUMMARY

County <b>POLK - 77</b>		Report Type		ORI Number <b>IA0771800</b>	
Is Date and Time of Incident Known? <b>Yes</b>	Incident Date or Lower Date Range <b>09/17/2021</b>	Upper Date Range	Incident Time or Lower Time Range <b>12:32</b> Hrs.	Upper Time Range	Hrs.
Day of Week Incident Occurred <b>FRIDAY</b>		Exceptionally Cleared <b>N - NOT APPLICABLE</b>		Date Cleared Exceptionally	

### INCIDENT REPORTED BY

Was Incident Reported by a Victim? <b>YES</b>	Reporting Victim's Sequence No. <b>001</b>	Name - Last <b>SANDERS</b>	First <b>JOSHUA</b>	Middle <b>MARK</b>	Suffix
Business Name (if Incident was Reported by a Business)			Address <b>307 E WOOD STREET</b>		
City <b>POLK CITY</b>	State <b>IA</b>	Zip Code <b>50226</b>	Home Phone <b>(319) 939-3128</b>	Work Phone	

### OFFENSE 001

Seq. No. <b>001</b>	Ordinance <b>LOCAL</b>	Code Section <b>PC/55.06</b>	UCR Offense Code <b>ALL OTHER OFFENSES - 90Z</b>
Charges/Offense <b>ANIMAL AT LARGE</b>			Attempted/Completed <b>C - COMPLETED</b>
Type of Criminal Activity (up to 3)			
Type of Weapon/Force Involved (up to 3)			Gang Information (up to 2)
No. of Premises Entered	Method of Entry	Offender Suspected of Using (up to 3) <b>N - NOT APPLICABLE</b>	

### LOCATION OF OFFENSE

Location Type <b>20 - RESIDENCE/HOME</b>	X Coordinate <b>440832.562</b>	Y Coordinate <b>4624338.5</b>
Literal Description <b>WOOD ST</b>		

### VICTIM 001

Type of Victim <b>I - INDIVIDUAL</b>	Sequence No. <b>001</b>	Name - Last <b>SANDERS</b>	First <b>JOSHUA</b>	Middle <b>MARK</b>	Suffix
Business/Organization/State/County/Municipality Name		Address <b>307 E WOOD STREET</b>		City <b>POLK CITY</b>	State <b>IA</b> Zip Code <b>50226</b>
Phone <b>(319) 939-3128</b>	Alias(es)				
DOB Known? <b>YES</b>	DOB <b>09/15/1985</b>	Age or Lower Age Range <b>36</b>	Upper Age Range	SSN	Resident Status <b>R - RESIDENT</b>
Driver's License - Number <b>427XX9440</b>		State <b>IA</b>	Gender <b>M - MALE</b>	Height <b>5' 08"</b>	Weight <b>150 LBS</b>
Skin Tone <b>FAIR - FAR</b>		Race <b>W - WHITE</b>	Ethnicity <b>N - NOT OF HISPANIC ORIGIN</b>	Hair Color <b>BLONDE OR STRAWBERRY - BLN</b>	
Type of Injury (up to 5)					

### EMPLOYMENT OR SCHOOL INFO

Employer or School	Occupation
Address	
City	State Zip Code Work Phone

### VICTIM CONNECTED TO UCR OFFENSE CODES

UCR Offense Code 1 <b>ALL OTHER OFFENSES - 90Z</b>	UCR Offense Code 6
UCR Offense Code 2	UCR Offense Code 7
UCR Offense Code 3	UCR Offense Code 8
UCR Offense Code 4	UCR Offense Code 9
UCR Offense Code 5	UCR Offense Code 10

### ADDITIONAL OFFENSE CIRCUMSTANCE INFO

Aggravated Assault/Homicide Circumstances (up to 2)
Additional Justifiable Homicide Circumstances



# VICTIM'S RELATIONSHIP TO OFFENDER(S)

First Offender Seq. No. <b>001</b>	Victim's Relationship to First Offender <b>NE - VICTIM WAS NEIGHBOR</b>	Second Offender Seq. No.	Victim's Relationship to Second Offender
Third Offender Seq. No.	Victim's Relationship to Third Offender	Fourth Offender Seq. No.	Victim's Relationship to Fourth Offender
Fifth Offender Seq. No.	Victim's Relationship to Fifth Offender	Sixth Offender Seq. No.	Victim's Relationship to Sixth Offender
Seventh Offender Seq. No.	Victim's Relationship to Seventh Offender	Eighth Offender Seq. No.	Victim's Relationship to Eighth Offender
Ninth Offender Seq. No.	Victim's Relationship to Ninth Offender	Tenth Offender Seq. No.	Victim's Relationship to Tenth Offender

## SPECIAL CIRCUMSTANCES

Not Applicable <input checked="" type="checkbox"/>	Bias Crime <input type="checkbox"/>	Domestic Abuse <input type="checkbox"/>	LEOKA <input type="checkbox"/>
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## BIAS CRIME

Bias Motivation	Target Code
Bias Group Affiliations	

## DOMESTIC ABUSE

Children Present?	Seq. No. of Domestic Abuse Offender	Domestic Abuse Referrals (up to 6)
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## LAW ENFORCEMENT OFFICER KILLED OR ASSAULTED

Officer Killed or Assaulted	Type of Assignment
Body Armor	Call Type

# END OFFENSE 001

## OFFENDER 001

Type of Offender <b>01 - Offender</b>	Sequence No. <b>001</b>	NIBRS Offense Sequence Numbers <b>001</b>		Lesser Offense Sequence Numbers	
Name - Last <b>FREEMAN</b>	First <b>KANDY</b>	Middle <b>KASANDRA</b>	Suffix		
Alias(es)					
Address <b>305 E WOOD ST</b>		City <b>POLK CITY</b>		State <b>IA</b>	Zip Code <b>50226</b>
DOB Known? <b>YES</b>	DOB <b>05/12/1979</b>	Age or Lower Age Range <b>42</b>		Upper Age Range	SSN <b>478112914</b>
Driver's License - Number <b>102BB2181</b>		State <b>IA</b>	Gender <b>F - FEMALE</b>	Height <b>5' 02"</b>	Weight <b>130 LBS</b>
Skin Tone <b>FAIR - FAR</b>		Race <b>W - WHITE</b>		Hair Color <b>BROWN - BRO</b>	
Scars/Marks/Tattoos		Ethnicity <b>N - NOT OF HISPANIC ORIGIN</b>		Offender Present When Officer Arrived? <b>YES</b>	
Type of Injury (up to 5) <b>N - NONE</b>					

## EMPLOYMENT OR SCHOOL INFO

Employer or School	Occupation
Address	City
State	Zip Code
Work Phone	

## ARREST INFO

Offender Arrested? <b>YES</b>	Arrest Trans. Booking No. <b>21-0251</b>	Type of Arrest <b>S - SUMMONED/CITED</b>	Arrest Date <b>09/17/2021</b>	Arrest Time Hrs.
Associated Offense Sequence No.	Miranda By	Miranda Date	Miranda Time Hrs.	
Arrestee Condition <b>S - SOBER</b>		Arrestee Armed With (up to 2) <b>01 - UNARMED</b>		
Place of Birth	Multiple Arrestee Indicator <b>N - NOT APPLICABLE</b>	Additional Incidents Cleared		

## JUVENILE INFO

Parent/Guardian Contacted?	Name - Last	First	Middle	Suffix
Address		City		State
Home Phone		Work Phone		Juvenile Arrestee Disposition
<b>END OFFENDER 001</b>				

### NARRATIVE

On the 17th day of September 2021 at 12.32pm I was dispatched to 307 E Wood Street on a complaint of a dog at large that entered the victims residence and attacked his dog.

The defendant was cited into court on allowing Dog to Run at Large (55.06).

See Supplemental for Investigative Report.

Unit 22 In car video.

Officer Untrauer Body Camera.

Photos of damage to screen door and injuries to victims dog on "S" Drive.

### OFFICER

Complainant/Reporting Party Signature



Reporting Officer

**UNTRAUER, MATTHEW**

Badge Number

**77-354**

Supervisor

**ASWEGAN, MATTHEW**

Badge Number

**77-351**

Video Taken? (Check All That Apply)

**05 - BOTH IN CAR AND BODY CAMERA**

Evidence Seized?

**NO**

Photos Taken?

**YES**

Incident Assigned To



**IOWA INCIDENT REPORT SUPPLEMENTAL**  
**POLK CITY POLICE DEPARTMENT**  
309 W VAN DORN ST  
POLK CITY, IA 50226

ric030102

<b>C A S E  I N F O</b>	Case Number <b>21-0251</b>	Date of This Report	County in which Incident Occurred <b>POLK - 77</b>	
	ORI Number <b>POLK CITY POLICE DEPARTMENT - IA0771800</b>			
	Date of Original Occurrence <b>09/17/2021</b>		Type of Offense <b>ANIMAL AT LARGE</b>	
	Name - Last <b>FREEMAN</b>	First <b>KANDY</b>	Middle <b>KASANDRA</b>	Suffix
	Clearance Classification <input type="checkbox"/> Unfounded <input type="checkbox"/> Exceptionally Cleared <input checked="" type="checkbox"/> Cleared by Arrest		Investigative Status <input checked="" type="checkbox"/> Open <input type="checkbox"/> Closed <input type="checkbox"/> Suspended	

**Narrative**

**I. Criminal Offense**

a. Dog at Large (City Ordinance 55.06)

**II. Investigation**

On the 17th day of September 2021 at 12:32pm I was dispatched to 307 E Wood Street on a report that callers dog had been attacked by the neighbors dog in the kitchen of his residence.

Upon my arrival to 307 E Wood Street I observed a dog ( Black Lab) matching the description given by dispatch in the roadway in front of the residence. Upon exiting my vehicle and approaching the dog it was growling and barking at me as it was walking west on the street. The dog wouldn't come to me as I gave it commands.

Upon Lt. Aswegans arrival he managed to get the dog in an open fence at 305 E Wood Street. Once the dog was secured I went to the callers residents to take a report. Lt Aswegan made contact with the resident at 305 E Wood Street.

Upon contact with the caller (Josh Sanders) he advised me that his neighbors dog had broke through the screen door in the kitchen and attacked his dog (Yorkie-Poo, Herky). Sanders explained that the dog had his dog pinned to the ground. Sanders pointed out that his dog had puncture wounds to its neck (photos taken). Sanders then showed me the door in which the dog had broke through. The door is located in the kitchen area and has a sliding screen. Upon inspection of the screen you could see that the bottom corner had been forced in and was detached from the frame.

I asked Sanders if his dog has been vaccinated and he stated that it hadn't been this year but was the previous year ( Afford a Care Pet Clinic). I asked him if his dog was currently register and he stated that he wasn't. I advised him I would serve a 14 day notice for him to get his dog registered. I informed Sanders that I would be going over to his neighbors and talk to them about the incident.

Sanders was provided with information on being reimbursed for expenses and damage from the neighbors dog.

Upon arriving at the neighbors (305 E Van Dorn) I spoke with Kandy Freeman. Freeman was the owner of the black lab that was over in the neighbors house. I explained to her what had happened. I then explained to Freeman that I would be issuing her a citation for allowing her dog to run at large. Freeman provided me with her dog's ( Black Lab, Ellie 10 YOA) current vaccination record (Polk City Vet Clinic).

When Freeman was advised about the gate being left open she advised that the kid that mowed her yard must have left it open. Upon inspecting the gate it has an exterior gate latch and the gate swings into the back yard. Photos were taken of the gate.

Freeman was served with a summons to appear in court on the Animal at Large charge (Polk City Ordinance 55.06) on September 27th at 1:00pm. Freeman was also served with a 14 day notice to get her dog registered with the city. Freeman was also informed of possible liability of expenses and damage to property her dog caused.

End of Report & Investigation

Unit 22 Car Video  
Officer Untrauer Body Camera  
Photos located on "S" drive.

See attachments for 14 Day notices.

**III. Suspect**

a. Kandy Kasandra Freeman, DOB 05-12-1979  
305 E Wood Street, Polk City  
515-460-2278

**IV. Status**

Cleared by arrest

<b>O F F I C E R</b>	Complainant/Reporting Party (Signature)			
	Reporting Officer's Name - Last	First	Middle	Suffix
	<b>UNTRAUER</b>	<b>MATTHEW</b>		
	Title	Badge Number	UserID	
	<b>OFFICER</b>	<b>77-354</b>	<b>UNTRAUE354</b>	
	Assisting Officer / Admin Reviewer's Name - Last	First	Middle	Suffix
	Title	Badge Number	UserID	
Supervisor's Name - Last	First	Middle	Suffix	
Title	Badge Number	UserID		
Incident Assigned to:				

**Attachment Description**

Pet Notification Sanders

**Attachment**

**Attachment Description**

Pet Notification Freeman

**Attachment**

**Attachment Description**

Freeman Dog Vaccination Record

**Attachment**

00805/12/1978 DOWRY  
CO 13992308FK2091F120624R

F1 F2 F3 F4 F5

**Polk City Veterinary Hospital**  
201 N. 3rd St., Unit D, Box 108  
Polk City, IA 50226  
515-984-6800

**INVOICE**

Follow us on FACEBOOK for updates!

**FOR:** Mrs. Kandy Freeman  
305 E. Wood St.  
Polk City, IA 50226

**Printed:** 08-13-21 at 2:54p  
**Date:** 08-13-21  
**Account:** 1091  
**Invoice:** 112713

Date	For	Qty	Description	Net Price
<b>Services by Robert W. Comito, D.V.M.</b>				
08-13-21	Ellie	1	Exam w/ Vaccination	25.00
08-13-21		1	Heartworm, Lyme, A.P. & E.C.	40.00
08-13-21		1	DHPPL2, Booster	35.00
08-13-21		2	Tri-Heart Plus 51-100 lbs - 6 months	92.00
<b>Services by</b>				
08-13-21			Visa payment	-192.00
<b>Old balance</b>	<b>Charges</b>	<b>Payments</b>		<b>New balance</b>
0.00	192.00	192.00		0.00
<b>Reminders for: Ellie (Weight: 84.6 lbs - 9y)</b>				
08-20-23	Rabies Canine, 3yr	08-20-20		
08-13-22	DHPPL2, Booster	08-13-21		
08-13-22	Heartworm, Lyme & E.C.	08-13-21		
08-12-22	Heartworm Medication	08-13-21		

**IN THE IOWA DISTRICT COURT IN AND FOR  
POLK COUNTY**

This Complaint and Affidavit is to be:

- ☐ Filed with Court Clerk (cc: CA)
- ☒ Submitted to County Attorney
- ☐ Filed with JCO - Defendant is a Juvenile

Agency Form Number: **21-0251**

Arrest Date: **09/17/2021**

VS.

**OFFENDER**

Last <b>FREEMAN</b>		First <b>KANDY</b>		Middle <b>KASANDRA</b>		Suffix	
Address <b>305 E WOOD ST</b>				City <b>POLK CITY</b>		State <b>IA</b>	Zip Code <b>50226</b>
DL# <b>102BB2181</b>	State <b>IA</b>	DL Class	DL Endorsements <b>L</b>		DL Restrictions <b>B</b>		
Date of Birth <b>05/12/1979</b>	Gender <b>FEMALE</b>	Race <b>WHITE - W</b>		Ethnicity <b>NOT OF HISPANIC ORIGIN - N</b>			
Height <b>5' 02"</b>	Weight <b>130 LBS</b>	Eye Color <b>HAZEL - HAZ</b>		Hair Color <b>BROWN - BRO</b>			

**OFFENSE**

State <input type="checkbox"/>	County <input type="checkbox"/>	Local <input checked="" type="checkbox"/>	Code Section <b>PC/55.06</b>	Crime Description <b>ANIMAL AT LARGE</b>		Speed	in	Zone
Class <b>SMMS</b>			Serious P.I. <input type="checkbox"/>	Fatal Accident <input type="checkbox"/>	Civil Damage Assessment <input type="checkbox"/>	Other <input type="checkbox"/>		
Location Type <b>20 - RESIDENCE/HOME</b>								
Literal Description <b>307 E WOOD STREET</b>								
Address <b>307 E WOOD STREET</b>				City <b>POLK CITY</b>		State <b>IA</b>	Zip Code <b>50226</b>	
Is Date and Time of Incident Known? <b>YES</b>		Incident Date or Low Range <b>09/17/2021</b>		Upper Date Range		Incident Time or Low Range <b>12:32</b>		Upper Time Range

**STATUS OF OFFENDER/JUVENILE**

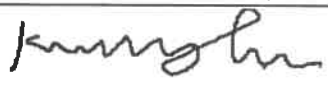
<input type="checkbox"/> TAKEN INTO CUSTODY	CUSTODY	<input checked="" type="checkbox"/> SUMMONS TO APPEAR (Citation Issued)
<input type="checkbox"/> WARRANT REQUESTED	<input type="checkbox"/> NO CONTACT ORDER REQUESTED	<input type="checkbox"/> RELEASED TO PARENT/GUARDIAN

**NARRATIVE**

Narrative of Offense Committed

On or about the above stated date and time, the Defendant did violate Polk City Ordinance - 55.06 AT LARGE PROHIBITED. It is unlawful for any owner to allow an animal to run at large within the corporate limits of the City.

**SUMMONS** I promise to appear in said court at said time and place.

 Signature of Defendant	Court Date <b>09/27/2021</b>
	Court Time <b>1:00 PM</b>
In the Court At <b>POLK COUNTY JUSTICE CENTER 222 5TH AVE, DES MOINES 50309</b>	

**VICTIM INFORMATION (Optionally displayed, especially if NCO is requested)**

Last <b>SANDERS</b>	First <b>JOSHUA</b>	Middle <b>MARK</b>	Suffix
Business/Organization/State/County/Municipality Name			
Address <b>1616 ADVENTURELAND DR</b>		City <b>ALTOONA</b>	State <b>IA</b> Zip <b>50009</b>



AFFIDAVIT

STATE OF IOWA, POLK COUNTY

I, the undersigned, being duly sworn, state that all facts contained in this Complaint and Affidavit, known by me or told to me by other reliable persons form the basis for my belief that the defendant committed this crime

State all facts and persons relied upon supporting elements of alleged crime

On the 17th day of September 2021 at 12:32pm the defendant failed to keep her dog restrained to the confines of her property. The defendant's dog escaped out an open gate and went into the neighbors yard. The dog then broke into the residence at 307 Wood Street by forcing its way through a screen. When the dog was inside the residence it attacked the victims dog leaving bleeding puncture wounds to both sides of the neck.



UNTRAUER, MATTHEW 77-354

Signature of Complainant or Officer, Officer Name & Number

**GENERAL PROBABLE CAUSE**

Defendant Implicated

**02 - CAUGHT IN ACT, 04 - CAUSED PROPERTY DAMAGE, 08 - CRIME OBSERVED BY OFFICERS, 14 - OTHER PHYSICAL EVIDENCE**

Operating Motor Vehicle in County

Other Physical Evidence

Attempted To Inflict Injury

**OPEN GATE, DOG IN ROADWAY ON ARRIVAL**

STATE OF IOWA,

POLK COUNTY



Subscribed and sworn to before me by the person(s) signing the Complaint and Affidavit(s) on 09/17/2021

Notary Name

**MATTHEW ASWEGAN**

Signature of Verifying Party



Commission Number

My Commission Expires



Peace Officer



Notary



Prosecuting Attorney

**CFS: 21-0251**

Description	ANIMAL AT LARGE -DOG	CFS Location
Type	Animal Complaint Stray/Loose Animal	WOOD ST
Case Number	21-0251	307 E WOOD STREET
Event	ANIMAL AT LARGE	
Origin	RADIO	POLK CITY IA 50226
Priority	Normal	
Owner	UNTRAUER, MATTHEW OFFICER	X Coordinate: 440832.562 Y Coordinate: 4624338.5
Creator	UNTRAUER, MATTHEW OFFICER	
Created	09/17/2021 12:32	
Closed	09/17/2021 13:42	
Disposition	ARREST MADE	

**Dispatch Notes**

Date	Time	Creator

On the 17th day of September 2021 at 12.32pm I was dispatched to 307 E Wood Street on a complaint of a dog at large that entered the victims residence and attacked his dog.

The defendant was cited into court on allowing Dog to Run at Large (55.06).

## Remarks

13:36:35 (\$PK354):

Cited into Court for Sept 27 at 1pm for Allowing Dog to Run at Large.

12:56:46 (ips-disp7703):

PK354 -- OK EXTENDED

12:40:17 (ips-disp7703):

DISREGARD AC UNIT

12:39:34 (ips-disp7703):

RQ PCAC2 ASISSTANCE CATCHING DOG

12:32:47 (ips-disp7704):

attacked the callers dog in his own kitchen

12:32:47 (ips-disp7704):

larger blk lab

12:32:47 (ips-disp7704):

got out and broke thru callers screen and attacked his dog

12:32:47 (ips-disp7704):

dog belongs at 305 e wood

**UNIT 1 UNTRAUER, MATTHEW OFFICER**

Badge #	77-354
Car #	UNIT 22
Time	Event
09/17/2021 13:40	CLEARED

<b>CFS Person 1 VICTIM</b>							
Notes	OWNER OF HERKY - YORKIE-POO						
Last Name	SANDERS	First	JOSHUA	Middle	MARK		
DOB	09/15/1985	Gender	M	Height	5' 08"	Weight	150 LBS
OLN	427XX9440	OLN State	IA	SSN	483-17-5783		
Race	W - WHITE	Ethnicity	N - NOT OF HISPANIC ORIGIN	Eye Color			
Cell Phone	(319) 939-3128	Daytime		Evening	(319) 939-3128		
Residence							
307 E WOOD STREET							
POLK CITY IA 50226							

<b>CFS Person 2 OFFENDER</b>							
Notes	OWNER OF ELLIE - BLACK LAB MIX						
Last Name	FREEMAN	First	KANDY	Middle	KASANDRA		
DOB	05/12/1979	Gender	F	Height	5' 02"	Weight	130 LBS
OLN	102BB2181	OLN State	IA	SSN	478-11-2914		
Race	W - WHITE	Ethnicity	N - NOT OF HISPANIC ORIGIN	Eye Color			
Cell Phone	(515) 460-2278	Daytime		Evening			
Residence							
305 E WOOD ST							
POLK CITY IA 50226							

<b>CFS LOCATION 1</b>							
Notes							
Location							
<div> <div>X Coordinate:</div> <div>Y Coordinate:</div> </div>							



# Polk City Police Department

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

Polk City, Iowa 50226

Phone: 515-984-6565 Fax 515-984-6819 email: [police@polkcityia.gov](mailto:police@polkcityia.gov)

***Service Integrity Respect Quality***

---

Kandy Freeman  
305 E Wood St.  
Polk City, IA 50226

Ms Freeman,

This letter is to inform you that your dog, an unregistered black Labrador mix, has been classified as a "*Vicious Animal*" under the Polk City Municipal Code 57.01(2). This classification is a result of an incident that involved your dog on September 17<sup>th</sup>, 2021 at 307 E. Wood St. in Polk City, Iowa. Polk City Police Department case #21-0251. Please read this correspondence in its entirety. The goal is to provide you with all the pertinent information relating to your dog and this classification.

On September 17<sup>th</sup>, 2021 the Polk City Police Department was called to 307 E Wood St. in response to your dog running at large within Polk City, City limits and aggressively attacking another dog after breaking through the screen door of 307 E Wood St to gain access to the small Yorkie-Poo that was inside the residence. The Yorkie-Poo sustained several injuries during the attack.

Based on the facts gathered during this investigation your dog is being classified as a "*Vicious Animal*" per Polk City Municipal Code 57.01.

## **Polk City Municipal Code 57.01 (2) – Vicious Animal**

**Vicious Animal means any animal, except for a dangerous animal per se, as listed above, that has attacked, bitten or clawed a person while running at large and the attack was unprovoked, or any animal that has exhibited vicious tendencies in present or past conduct, including such that said animal (a) has bitten more than one person during the animal's lifetime; or (b) has bitten one person on two or more occasions during the animal's lifetime; or (c) has attacked any domestic animal or fowl without provocation, causing injury or death while off the property of the owner.**

You, as the dog's owner, have the right to appeal this classification. You must file written notice of the appeal to the City Clerk within three business days of receiving this letter. Failure to file such written notice of appeal shall constitute a waiver of the right to appeal the order of the Mayor or Peace Officer.



# Polk City Police Department

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

Polk City, Iowa 50226

Phone: 515-984-6565 Fax 515-984-6819 email: [police@polkcityia.gov](mailto:police@polkcityia.gov)

**Service Integrity Respect Quality**

The notice to appeal shall state the grounds for such appeal and shall be delivered personally or by certified mail to the Clerk. The hearing of such appeal shall be scheduled within seven days of the receipt of the notice of appeal. The hearing may be continued for good cause. After such hearing the council may affirm or reverse the order of the Mayor or Peace Officer. Such determination shall be contained in a written decision and shall be filed with the Clerk within three days after the hearing or any continued session thereof.

If the Council affirms the action of the Mayor or Peace Officer you, as the owner, may have the animal permanently placed with an organization or group who is allowed to possess vicious animals or have it destroyed.

As the pet owner you are responsible for all fees and accrued costs for seizure, impoundment and storage of your animal during this process.

Please allow me to reassure you that the goal of the Polk City Police Department and the City of Polk City is to provide a safe community for all residents. Please contact me if you have any questions.

Jeremy Siepker, Chief of Police  
Polk City Police Department  
515-984-6565

Signature of  
Serving Officer:

Date: 9/30/2021

Signature of  
Owner Receiving Letter:

Date: 9/30/21

Print name:

Kandy Freeman



10/04/21  
Polk City Police and Clerk  
112 S 3<sup>rd</sup> Street  
PO Box 426  
Polk City, IA 50226

Dear Polk City Police and Clerk:

This is the official notice of appeal to the City Council in the decision under code 55.7C, the order on the dangerous animal or vicious animal, issued on 9/30/21 by the Polk City police to Kandy Freeman, resident of 305 E Wood Street in Polk City regarding the decision that Kandy Freeman's dog Ellie has been determined to be a vicious animal.

Polk City Code of Ordinance 57.1 which reads:

"Vicious animal" means any animal, except for a dangerous animal per se, as listed above, that has attacked, bitten or clawed a person while running at large and the attack was unprovoked, or any animal that has exhibited vicious tendencies in present or past conduct, including such that said animal (a) has bitten more than one person during the animal's lifetime; or (b) has bitten one person on two or more occasions during the animal's lifetime; or (c) has attacked any domestic animal or fowl without provocation, causing injury or death while off the property of the owner.

I have lived in Polk City for over 18 years and I my dog Ellie has lived with me for more than 8 years in Polk City. We have never had an issue before with Ellie and she has never bitten a person or any animal. My dog is registered has all its shots and goes to the vet in Polk City. We have been at the vet many times in the last year and never had an issue with the other dogs at the vet and she isn't muzzled when at the vet. Ellie fears other dogs due to poor socialization and likely trauma from before we adopted her from the ARL 8 years. The ARL put her up for adoption knowing this and that she wasn't aggressive. We have a pet hedgehog that also lives with us and Ellie is also scared of it.

The facts that I know are what my neighbor, Josh Sanders, has told me and documents he has given me about the event. On 9/17/21 my dog Ellie escaped from my backyard because of a teenager that mowed my yard not latching the gate to my backyard all the way. (I have since added an additional lock to the gate to prevent this from happening again.). Ellie entered my neighbor's yard and both dogs barked at each other, like they have done every day for the past 2 years through the fence. My neighbor was home and heard the dogs barking, came downstairs, and saw the dogs fighting. The back door was only a screen (which my neighbor told me needed to be replaced) and Ellie had very easily pushed in the screen and entered the house where the dogs were fighting. My neighbor yelled and Ellie left and came home and went into my backyard and into my house through her dog door.

My neighbor took his dog, a Yorkiepoo, to 2 different vets which determined that the Yorkiepoo had 1 mild bite with 3 mild injuries. The vet statement documents there was 1 bite that was mild. I have reimbursed the neighbor for these expenses. The injury didn't require any treatment other than preventative antibiotic. I asked my neighbor how his dog was doing later in the day of the event and words the neighbor used was "the dog is fine".

The first grounds for the appeal are that Ellie didn't attack an animal without provocation. The definition of Provocation is, "an action or speech that causes someone to become annoyed or angry". Dog barking is provocation, and these dogs have a history of barking and sometimes growling at each other through the fence daily for the past 2 years which is provocation. The fact that my



neighbor heard the dogs barking, which is why he came downstairs and saw them fighting is evidence that provocation was present.

I also appeal based on the mild nature of the Yorkiepoo's injury. The "6 Levels of Dog Bites - The Dunbar Bite Scale" is the commonly used international scale used to classify dog bites and has been used in many dog bite court cases. In this case the bite was a level 3, which causes between one and 4 superficial perforations of the skin. This is based on the vet's assessment of 1 bite that was mild. A level 3 bite is not a sign of a vicious dog but one that is afraid or lacks socialization. Traditionally a dog is not classified as vicious or determined to be moved or put down unless the bite is a 5 or 6 and this bite was a 3 and was mild according to the vet and didn't require any medical treatment other than preventive antibiotic. Ellie had time to kill the Yorkiepoo and she didn't, there was only 1 mild bite because the bite was reactive and not aggressive. Ellie is about 90lbs and the Yorkiepoo is only 12lbs so given the large size difference and that only 1 mild bite was the only injury Ellie is not a vicious dog.

I appeal based on the city ordinance not being inline with other city or county ordinances or laws in this area such as Des Moines or Polk County. Normally a dog must bite on 2 different occasions before the dog is determined vicious because every animal is capable to biting given the right situation.

I also appeal based on the evaluation of a certified trainer and animal behavior specialist evaluated Ellie on 10/2/21. This specialist has assessed that Ellie is not a vicious dog and her report will be submitted as evidence of such.

This situation was an accident caused by the teenager the mowed my backyard didn't getting the gate latched completely. I wish it wouldn't had happened, but it did, and I can't change that. I have also put a second lock on my fence to prevent any future issue and I have paid the vet bills. I am also going through behavior training modification with Ellie and a professional trainer.

My neighbor has stated he doesn't want Ellie to have to be put down and he didn't ask the Polk City police to determine that Ellie was a vicious dog. My neighbor was unaware that the city had done this. My dog is over 10 years old and has never bitten another animal or person and likely only has a few years left. I ask that you appeal the decision of my dog being determined as vicious. My dog is part of the family and is the emotional support animal for my son that is on the autism spectrum and suffers from depression.

Thank you



Kandy Freeman  
Polk City Resident



**CITY OF POLK CITY, IOWA**

**ORDINANCE NO. 2021-2000**

**AN ORDINANCE AMENDING THE CITY CODE OF POLK CITY, IOWA, ADOPTING  
CHAPTER 93 CONCERNING CROSS CONNECTIONS AND BACKFLOW  
PREVENTION**

---

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

**Section 1.** There is hereby enacted the following new Chapter 93 of the City of Polk City Code of Ordinances:

**93.01 DEFINITIONS.**

The following terms are defined for use in this chapter.

1. “Approved backflow prevention assembly” means backflow assemblies complying with the Iowa State Plumbing Code Section 641-25.5(1)b or Section 641-25.5(1)c for containment in a fire protection system.
3. “Auxiliary water supply” means any water supply on or available to the premises other than the City’s public water supply such as, but not limited to a private well, pond, or river.
4. “Back-pressure” means the flow of water or other liquids, mixtures or substances under pressure into the distribution pipes of a potable water supply system from any source(s) other than the intended source.
5. “Back-siphonage” means the flow of water or other liquids, mixtures or substances into the distribution pipes of a potable water supply system from any source(s) other than the intended source, caused by the reduction of pressure in the potable water supply system.
6. “Backflow” means the reversal of the normal flow of water caused by either back-pressure or back-siphonage.
7. “Containment” means a method of backflow prevention which requires a backflow prevention assembly on certain water services. Containment requires that the backflow prevention assembly be installed on the water service as close to the public water supply main as is practical. Directly after the discharge end of the water meter is the best location.
8. “Cross connection” means any connection or arrangement, physical or otherwise, between a potable water supply system and any plumbing fixtures or tank, receptacle, equipment, or device, through which it may be possible for non-potable, used, unclean, polluted, or contaminated water, or other substance, to enter into any part of such potable water system under any condition, including but not limited to lawn or other landscaping irrigation systems, water powered or water assisted sump pumps, yard hydrants, or other potentially hazardous water connections.
6. “Customer” means the owner, operator, or occupant of a building or property which has a water service from the public water system, or the owner or operator of a private water system which has water service from the public water system.

7. “High hazard cross connection” means a cross connection which may cause an impairment of the quality of the potable water by creating an actual hazard to the public health, through poisoning or through the spread of disease by sewage, industrial fluids or wastes.
8. “Isolation” means a preferred method of backflow prevention which requires the installation of a backflow prevention assembly at a suitable location within a plumbing system to isolate a known or possible hazardous cross connection (e.g. boilers, commercial or industrial mixing processes, irrigation systems, etc.) rather than at the water service entrance.
9. “Licensed backflow prevention assembly technician” means a person meeting all requirements for the testing and repair of backflow prevention assemblies and who is licensed and registered with the Iowa Department of Public Health.
10. “Reduced pressure principal backflow prevention assembly” also referred to as a “Reduced pressure zone (RPZ)” device means a backflow prevention assembly consisting of two independently acting internally loaded check valves, a different pressure relief valve, four properly located test cocks, and two isolation valves. This assembly is required on all lawn or other landscaping irrigation systems, chemically treated boiler systems, or any system where any potential hazardous chemicals are present or can be introduced into the public water system during a failure of that system.
11. “Water Service”, depending on the context, means the physical connection between a public water system and a customer’s building, property or private water system, or the act of providing potable water from a public water system to a customer.

### **93.02 WATER UTILITY ADMINISTRATIVE AUTHORITY.**

1. The administrative authority for this chapter is the City Council acting through the water utility or such persons or departments the City Council shall designate.
2. The City shall require the submission of plans, specifications and other information deemed necessary for a building, property or private water system to which a water service is proposed. The information submitted shall be reviewed to determine if cross connections will exist and the degree of hazard. Each customer shall survey the activities and processes which receive water from the water service and shall report to the City if cross connections exist and the degree of hazard.
3. The owner of a building, property or private water system shall install, or cause to be installed, an approved backflow prevention assembly for containment as directed by the City before water service is initiated.
4. The City shall have the right to access any property to inspect the plumbing of any building, property and private water system which has a water service to determine if cross connections exist and the degree of hazard. Failure to grant access for inspection shall be cause for termination of water service.
5. If the City determines that non-potable water may potentially enter the public water supply, the customer shall be required to install the appropriate backflow prevention assembly for containment. If a customer refuses to install a backflow prevention assembly for containment when it is required, water service to the customer may be discontinued until an appropriate backflow prevention assembly is installed.
6. Dual connections with a direct connection to the public water supply and other auxiliary supplies such as wells, ponds, rivers, industrial waters are strictly prohibited.
7. Cross connections from any well or other source of water to any piping system connected to the Des Moines Water Works distribution mains are prohibited.

8. The customer shall be responsible for ensuring that no cross connections exist within their premises starting at the water service entrance unless approved backflow prevention is installed.
9. The customer shall prevent pollutants and contaminants from entering their facility's potable water supply system or the City of Polk City's distribution mains by all means necessary to prevent backflow.
10. All water-using devices must be so designed that backflow to the distribution system cannot occur.
11. Where harmful contaminants or pollutants are used with any device or process connected to the water system, the customer must install and maintain an approved testable reduced pressure backflow prevention assembly in accordance with these Rules and Regulations and any applicable plumbing code requirements.
12. All permanently installed underground irrigation systems shall contain an approved testable backflow prevention assembly at the water service entrance designed to prevent backflow to the City of Polk City's distribution system.
13. All newly constructed fire suppression systems shall contain an approved testable backflow prevention assembly at the water service entrance designed to prevent backflow to the City of Polk City's distribution system.

### **93.03 BACKFLOW PREVENTION.**

1. All new and existing service lines are subject to the requirements of the State of Iowa and any applicable local Plumbing Codes respecting backflow prevention and in addition are also subject to the specific requirements set forth in this Chapter. State of Iowa requirements are set forth in the Rules of the Public Health Department, Chapter 25 State Plumbing Code, Rule 25.1, 641 I.A.C 25.5.
2. An approved backflow prevention assembly for containment as defined in applicable State and local plumbing codes shall be installed at the domestic water service entrance as a condition of service to all newly constructed or remodeled commercial buildings. Any upgrade to an existing service line is deemed a new service.
3. An approved backflow prevention assembly for containment shall be installed at the water service entrance in any existing service where an actual or potential cross connection to non-potable or hazardous substances exists, is created or is identified by the City of Polk City. All commercial, multi-tenant properties are deemed to have a potential for cross connections to non-potable or hazardous substances.
4. Private wells and any piping served by a private well shall be physically disconnected from any plumbing pipes and fixtures that will be connected to the City of Polk City's distribution system. If a well will be left in service, no well equipment or piping shall be allowed to remain in the building even if it is physically separated or isolated with a valve. An approved reduced pressure zone backflow prevention assembly will be required at the service entrance.
5. Backflow prevention assemblies for containment shall be installed immediately following the water meter or as close to that location as deemed practical by the City.

### **93.04 BACKFLOW PREVENTION ASSEMBLIES FOR FIRE PROTECTION SYSTEMS.**

1. A fire protection system using antifreezes or other additives shall be protected by an approved reduced pressure principle backflow prevention assembly.

2. A dry type fire protection system shall be protected by an approved double check valve backflow prevention assembly.
3. Backflow prevention assemblies must be tested annually on a routine scheduled basis by the required licensed technician. The City of Polk City fire marshal and water utility are both to be copied with test results.

#### **93.05 CUSTOMER REQUIREMENTS.**

1. The customer shall be responsible for ensuring that no cross connections exist without an approved backflow prevention assembly.
2. The customer shall immediately notify the City water utility when the customer becomes aware that backflow has occurred in the building, property or private water system receiving water service, and take measures to confine the contamination or pollution by turning off valves to isolate the area of the incident. The City may order that a water service be temporarily shut off when a backflow occurs in a customer's building, property or private water system.
3. The customer shall cause installation, operation, maintenance and testing of the backflow prevention assemblies required by this chapter. Backflow prevention assemblies shall be installed by a licensed plumbing contractor per established plumbing codes. A licensed backflow prevention testing technician, registered with the Iowa Department of Public Health, shall test the backflow prevention assembly at initial installation and annually each year thereafter. Backflow prevention assemblies installed on irrigation systems shall be tested annually by May 31 of each year. Backflow prevention assemblies must be retested when repairs have been completed to ensure the repaired device is operational.
4. The customer shall ensure the City water utility receives the backflow prevention assembly test report upon completion of testing. Failure to provide report within 15 days of the test may result in termination of water service.

#### **93.06 BACKFLOW PREVENTION ASSEMBLY TESTING.**

All backflow prevention assemblies shall be tested within ten (10) working days of installation. The customer shall cause each backflow prevention assembly installed at their property to be tested annually by a backflow prevention assembly technician registered with the Iowa Department of Public Health. Such test shall be due on an annual testing date for such premises.

1. Backflow prevention assemblies which are in place but have not been used for more than three (3) months, shall be tested prior to being placed back into service.
2. Any backflow prevention assembly that fails a test and is repaired or replaced, must successfully pass the test prior to being placed into operation.
3. The City requires an annual test however the City may require more frequent testing of backflow prevention assemblies.
4. The City may conduct, at its own cost, additional testing of a backflow prevention assembly to verify test procedures and results.
5. In the event a contamination of the water distribution system should occur from any home or business, that home or business shall be responsible for all costs incurred by the City to resolve said contamination.
5. To suspend the testing requirements for an irrigation system or other system taken out of service, the customer shall have a licensed plumbing contractor disconnect all piping and remove the backflow prevention assembly. When the system is to be placed back into service, the

backflow prevention assembly must be re-installed by a licensed plumbing contractor and tested by the required licensed testing technician. The customer must contact the City water utility for an appointment to have the disconnection and reconnection inspected.

### **93.07 ADMINISTRATION & ANNUAL TESTING**

1. An administration fee of \$15.00 will be applied to the customer's account annually for each backflow prevention assembly installed at the property.
2. Any failure to have backflow devices that are categorized as containment backflow prevention assemblies to be tested and a report thereof to be received by the Annual Backflow Test Due Date will result in the imposition of late fees as follows:

If successful test results of the containment backflow device located at the water meter are not received within 15 days of the test due date, a \$100 late fee will be applied.

An additional \$200 late fee will be applied to the customer's account if a report is not received within 30 days of the annual test due date and water service may be interrupted until such a time that a successful test result is received.

### **93.08 TERMINATION FOR NONCOMPLIANCE.**

Water service may be terminated in the case of noncompliance with, but not limited to, the following.

1. Refusal to allow City access to the property to inspect for cross connection at reasonably scheduled times.
2. Unauthorized removal or bypassing of a backflow prevention device required by the City.
3. Providing inadequate backflow prevention when a cross connection exists.
4. Failure to install an approved backflow prevention assembly when required by the City.
5. Failure to test a backflow prevention assembly as required by the City and/or submit the required test report within 30 days of the test.
6. Failure to comply with any other provisions of this chapter or reasonable requests.

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

**Section 3.** This ordinance shall be in full force and effect after passage, approval and publication as provided by law.

**PASSED AND ADOPTED** by the City Council of Polk City, Iowa on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Jason Morse, Mayor

ATTEST:

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

First Reading: Second Reading: Third Reading: Published by posting:
--



**Date** October 5, 2021

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

## INVOICE SUMMARY - AUGUST SERVICES

Services from August 1, 2021 through August 31, 2021

### GENERAL ENGINEERING

<u>2021 General Engineering</u>	121.0001	\$ 2,436.00
<i>Work sessions, Council Meetings, P&amp;Z meeting, and coordination with staff re: agendas, resolutions, minutes.</i>		
<u>Building and Development issues:</u>	121.0001	\$ 1,065.75
<i>Meetings and coordination with developers, engineers, building inspector, and staff regarding various potential and ongoing projects, and building permits.</i>		
<u>Water Dept:</u>	121.0001	\$ 304.50
-		
<u>Sanitary Sewer Dept:</u>	121.0001	\$ 575.00
-		
<u>Miscellaneous Projects:</u>	121.0001	\$ 3,003.00
<i>Projects include GIS coordination.</i>		

### SUBTOTAL

**\$ 7,384.25**

### CAPITAL IMPROVEMENT PROJECTS

N. 3rd Street & Vista Lake Avenue Intersection Improvements	121.0455	\$ 8,468.25
Twelve Oaks Plat 1 Survey Services (Trail Easement for Land swap)	121.0596	\$ 824.00
<b>SUBTOTAL</b>		<b>\$ 9,292.25</b>

### REIMBURSABLE DEVELOPMENT REVIEW PROJECTS

308 S. 2nd Plat of Survey	121.0881	\$ 950.00
Big Creek Commons Plat 1: Construction Phase Services	121.0433	\$ 4,335.00
Big Creek Technology Campus Plat 4: Change Order #1	120.0437	\$ 212.00
Bridgeview Plat 2: Final Plat, Construction Admin & Observation	119.0294	\$ 3,278.00
Creekview Estates Plat 2: GIS database updates	121.0195	\$ 401.50
Four Seasons Polk City Plat 1: Construction Phase Services	121.0138	\$ 614.50
Hout Plat 1: Preliminary Plat	121.083	\$ 1,200.00
HyVee Dollar Fresh: Traffic Impact Study	121.0436	\$ 1,576.50
Kwik Star: Construction Phase	119.0816	\$ 4,851.25
Lakewoods Plat 2: Final Plat, Construction Phase Services	119.1107	\$ 2,446.50
Ledgestone Ridge: Construction Phase Services	121.0204	\$ 690.50
<b>SUBTOTAL</b>		<b>\$ 20,555.75</b>

### TOTAL

**\$ 37,232.25**