

# Agenda -Notice of Meeting

Polk City | City Council

\*\*\*\*\*

April 24, 2023 | 6:00 pm

City Hall Council Chambers

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

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

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

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

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

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Steve Karsjen | Mayor

Rob Sarchet | Pro Tem

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

1. **Call to Order**
2. **Roll Call**
3. **Approval of Agenda**
4. **Presentations:** Tree Board and Arbor League representative; Ken Morse presenting Tree City USA Awards
5. **Public Comments:** *This is the time and place for comments for any item other than those that are a Public Hearing. If you wish to speak, please contact the City Clerk by 6pm on the date of the meeting by email at [jcoffin@polkcityia.gov](mailto:jcoffin@polkcityia.gov) include your name and address for the record. The Mayor will recognize you for five minutes of comment.*
6. **Consent Items**
  - a. City Council Meeting Minutes for April 10, 2023
  - b. City Council Work Session Meeting Minutes for April 10, 2023
  - c. Claims listing April 24, 2023
  - d. Receive and file the Board of Adjustment Meeting Minutes for April 13, 2023
  - e. Receive and file the P&Z Commission Meeting Minutes for April 17, 2023
  - f. Twelve months Liquor License for Fareway Stores effective June 17, 2023
  - g. Twelve months Liquor License for La Familia Restaurant effective April 24, 2023
  - h. Resolution 2023-54 approving 28E Agreement for Polk County Emergency Management Funding
  - i. Resolution 2023-55 approving 28E Agreement for the funding of Homeland Security Services
  - j. Receive and file the 2022 Annual Water Quality Report
  - k. Receive and file the March 2023 Water Department Report
  - l. Receive and file the March 2023 Police Department Report
  - m. March 2023 Finance Report
  - n. Resolution 2023-58 setting Public Hearing for Development Agreement
  - o. Set pay for new hire Part-Time Firefighter/Advanced EMT, Kristin Fox at a rate of \$18.50 per hour
7. **Business Items**
  - a. Resolution 2023-56 approving Site Plan for On With Life
  - b. Resolution 2023-57 rescinding Resolution 2022-108, that awarded construction contract for the West Bridge Road Water Main Loop Project and accepting the new proposal in the amount of \$74,771 from the Underground Company, LTD to complete the work
  - c. Resolution 2023-59 approving the Plat of Survey for Parcel 2023-53 and Record of Lot Tie agreement

- d. First Reading of Ordinance 2023-7000 adding Chapter 11 RAGBRAI
  - i. Optional: Waive Second and Third Readings
- e. First Reading of Ordinance 2023-8000 consolidating the current U-1 to GF zoning districts into a new GF-1 zoning district
  - i. Optional: Waive Second and Third Readings
- f. Second Reading of Ordinance 2023-5000 amending Chapter 165.06 Zoning Regulations, General Regulations
  - i. Optional: Waive Third Readings
- g. Second Reading of Ordinance 2023-6000 amending Chapter 157 Site Plan
  - i. Optional: Waive Third Readings

**8. Mayor Proclamations:**

National Municipal Clerk's Week April 30 – May 6

**9. Reports & Particulars**

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

**10. Adjournment**

*--next meeting date May 8, 2023*

**MEETING MINUTES**  
**The City of Polk City**  
**City Council Meeting**  
**6:00 p.m. April 10, 2023**  
**City Hall – Council Chambers**

Polk City, City Council held a meeting in the City Hall Council Chambers with public participation in person and via phone at 6:00 p.m., April 10, 2023. The agenda was posted at the City Hall office as required by law.

**These tentative minutes reflect all action taken at the meeting.**

1. **Call to Order** | Mayor Karsjen called the meeting to order at 6:00 p.m.
2. **Roll Call** | Walters, Dvorak, Sarchet, Vogel, Anderson | In attendance
3. **MOTION:** A motion was made by Walters and seconded by Dvorak to approve the agenda  
**MOTION CARRIED UNANIMOUSLY**
4. **Public Hearings:**
  - a. Mayor Karsjen opened the Public Hearing on the proposed FY 23/24 Budget at 6:00 pm. City Clerk Coffin said that the notice was published March 31, 2023, and no comments had been received for or against the proposed budget. City Manager, Huisman provided a presentation on the FY23/24 Budget. No one was present to be heard for or against the proposed budget.  
**MOTION:** A motion was made by Anderson and seconded by Vogel to close the public hearing at 6:07 pm.  
**MOTION CARRIED UNANIMOUSLY**
    - i. **MOTION:** A motion was made by Dvorak and seconded by Vogel to approve Resolution 2023-48 adopting FY 23/24 Budget  
**MOTION CARRIED UNANIMOUSLY**
5. **Public Comments** | None
6. **Consent Items** |
  - a. City Council Meeting Minutes for March 27, 2023
  - b. City Council Work Session Meeting Minutes for March 27, 2023
  - c. Claims listing April 10, 2023
  - d. Receive and file the Parks Commission Meeting Minutes for April 3, 2023
  - e. Receive and file the March 2023 Parks & Recreation Department Report
  - f. Receive and file the Library Board Meeting Minutes for April 3, 2023
  - g. Receive and file the March 2023 Library Director Report
  - h. Twelve months Liquor License for Papa’s Pizza effective May 28, 2023
  - i. Resolution 2023-49 approving Pay App No. 2 in the amount of \$48,925 for the Fire Station Remodel
  - j. PFM Financial Advisor agreement in the amount of \$16,500 for the Polk City 2023 GO Bonds
  - k. Resolution 2023-50 approving an agreement deferring sidewalk installation
  - l. Twelve-month Tobacco permit for Kum & Go effective July 1, 2023
  - m. Receive and file March 2023 Fire Department Report
  - n. Acknowledge Fire Department Policy Revision #120 Medical Evaluation Program
  - o. Resolution 2023-51 approving Pay App No. 10 in the amount of \$71,283.10 for the North 3<sup>rd</sup> Street and Vista Lake Avenue Intersection Improvements Project
  - p. Resolution 2023-52 approving a cooperative services agreement for maintenance of joint jurisdictional roadways
  - q. Resolution 2023-53 approving the certificate of completion for private development agreement with Deer Haven Land Company  
**MOTION:** A motion was made by Sarchet and seconded by Vogel to approve the consent agenda items  
**MOTION CARRIED UNANIMOUSLY**
7. **Business Items**
  - a. **MOTION:** A motion was made by Anderson and seconded by Dvorak to approve the First Reading of Ordinance 2023-5000 amending Chapter 165.06 Zoning Regulations, General Regulations  
**MOTION CARRIED UNANIMOUSLY**

b. **MOTION:** A motion was made by Walters and seconded by Anderson to approve the First Reading of Ordinance 2023-6000 amending Chapter 157 Site Plan  
**MOTION CARRIED UNANIMOUSLY**

c. **MOTION:** A motion was made by Dvorak and seconded by Vogel to approve Snyder & Associates February 2023 Engineering Services Invoice in the amount of \$9,264.75  
**YES: Vogel, Anderson, Dvorak, Sarchet**  
**ABSTAIN: Walters**  
**MOTION CARRIED**

**8. Mayor Proclamations**

Mayor Karsjen, proclaimed National Library Week, April 23-29, 2023  
Mayor Karsjen, proclaimed April 28, 2023, as ARBOR DAY

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

- Fire Chief Hogrefe said the Fire Department will be delivering pizza from Papa's on April 18<sup>th</sup> and checking smoke detectors.
- Public Works Director Schulte reported Water Main Flushing is scheduled for April 17-21<sup>st</sup>.
- Parks & Recreation Director Thraen encouraged residents to sign up for the Polk City Friends of the Parks 5K scheduled for April 22<sup>nd</sup> at 10am. He also reported that the shade structure for Leonard Park should be installed this summer.
- City Manager Huisman congratulated Fire Chief Hogrefe for being the first Lynn Washburn Scholarship recipient to attend a training conference. She also invited the public to attend the monthly RAGBRAI meetings starting on Thursday April 20<sup>th</sup> at 4pm. Huisman said the City will need several volunteers to make the event successful.
- Council Member Anderson thanked Honorable Mayor for cleaning up Polk City and encouraging other groups to participate in clean up efforts. He said he enjoyed the Downtown Assessment meeting and said it was very informative and he hopes to get some of the minor items implemented.
- Council Member Sarchet congratulated Chief Hogrefe on the scholarship award. He shared his thoughts on the Polk County Assessments.
- Mayor Karsjen shared his appreciation for the 12U soccer team that worked with him picking up trash. He said there are lots of sections he wants to pick up and would like to see other groups work with him. Mayor said the Downtown assessment process was a great exercise and he appreciated the fresh perspective and great ideas that the City hopes to implement. Mayor encouraged the public to get involved this summer and reach out to volunteer with the Four Seasons Festival and RAGBRAI.

**10. Adjournment**

**MOTION:** A motion was made by Anderson and seconded by Vogel to adjourn at 6:41 pm.  
**MOTION CARRIED UNANIMOUSLY**

Next Meeting Date –April 24, 2023

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Steve Karsjen, Mayor

Attest

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Jenny Coffin, City Clerk

**MEETING MINUTES**  
**The City of Polk City**  
**Work Session**  
**5:00 p.m., Monday, April 10, 2023**  
**City Hall Council Chambers**

A Council Work Session was held on April 10, 2023 at 5:00 p.m. at the City Hall Council Chambers in Polk City, Iowa.

<p><b><u>Mayor and City Council Members Present:</u></b> Steve Karsjen   Mayor Rob Sarchet   Pro Tem (arrived 5:35pm) Jeff Walters   City Council Member Dave Dvorak   City Council Member Mandy Vogel   City Council Member Ron Anderson   City Council Member</p>	<p><b><u>Staff Members Present:</u></b> Chelsea Huisman   City Manager Jenny Coffin   City Clerk/Treasurer Mike Schulte   Public Works Director Jeremy Siepker   Police Chief Jason Thraen   Parks &amp; Recreation Director Jamie Noack   Library Director Karla Hogrefe   Fire Chief Travis Thornburgh   City Engineering Rep</p>
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**Minutes**

City Manager, Huisman provided updates on various Capital Improvement Projects;

- 800 responses were received back from the 2200 LMI Surveys sent out
- ground breaking for City Hall/Community Room for 1pm on April 19<sup>th</sup> at 200 4<sup>th</sup> Street
- waiting on soil test results for the water tower project
- Northside Drive and Trail project, received 2 of the 3 grants applied for, Phase 1, 6, 7 trails scheduled for FY24
- Regional Park Project still trying to secure mass grading through Knapp properties
- Planning for the next 5-year CIP (2026-2030) will start soon with a session to have Council set priorities for buildings, parks, trunk sewers, storm water, streets and water projects.

**Motion** was made by Anderson and seconded by Dvorak to Adjourn at 5:56 p.m.

***Motion carried Unanimously.***

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

Attest

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

## CLAIMS REPORT

CITY OF POLK CITY	DATED	4/24/2023
VENDOR	REFERENCE	AMOUNT
ALLENDER BUTZKE ENGINEERS	GEOTECH TESTING	\$ 10,650.00
Amazon	SUPPLIES	\$ 473.52
AVESIS	CITY VISION INSURANCE	\$ 307.09
AXON ENTERPRISE INC	TASER CARTS	\$ 733.00
BAKER & TAYLOR	BOOKS	\$ 1,058.45
BIG GREEN UMBRELLA MEDIA	PARKS AD	\$ 583.00
Boesen The Florist	VERLA JEAN ELLIOT/JERRY THORNB	\$ 150.00
Bound Tree Medical	MEDICAL SUPPLIES	\$ 143.89
CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	\$ 671.09
CENTRAL IOWA FENCING	VAN DORN POCKET PARK	\$ 2,500.00
Central Pump & Motor	LIFT STATION REPAIRS	\$ 586.53
CITY LAUNDERING	CITY HALL FIRST AID	\$ 40.20
CITY OF DES MOINES	WRA HOOKUP	\$ 30,922.05
CITY OF POLK CITY	UBASSISTANCE APR 2023 3003706	\$ 160.28
DAVID LLEWELLYN	CHAINSAW PARTS REIMBURSE	\$ 60.34
Des Moines Water Works	BOOSTER STATION O&M	\$ 11,532.80
ETECH SOLUTIONS LLC	TECH SERVICES	\$ 5,569.88
FEH DESIGN	FEH DESIGN INVOICE	\$ 28,416.99
FENDER'S	IOWA ABD eLAPS	\$ 50.00
FIRST BANKCARD	CITY CREDIT CARDS	\$ 2,498.98
FORCE FITTERS	CLOTHING ALLOW	\$ 610.50
GALL'S INC.	DRESS BELT FOR CHIEF	\$ 23.22
GILCREST JEWETT	SHOP OFFICE CONSTRUCT	\$ 1,135.84
Henriksen Contracting	CONCRETE SAWING FOR REPAIR	\$ 966.00
HOME DEPOT	PUBLIC WORKS	\$ 438.06
I.A.M.U.	SGCIS APR-JUN 23 SAFETY TRAINI	\$ 2,310.45
IPCA	IA CHIEFS CONFERENCE	\$ 150.00
JENNY COFFIN	MILEAGE REIMBURSEMENT	\$ 39.31
KEY ELEMENTS CONSULTING	2023 ANKENY ANNUAL WATER CONF	\$ 165.00
KEYSTONE LABORATORIES INC.	WATER TESTING	\$ 124.00
KIMBALL MIDWEST	MISC SUPPLIES	\$ 635.50
LINDE GAS & EQUIPMENT INC	OXYGEN	\$ 181.09
MCCLURE ENGINEERING COMPANY	ENGINEERING INVOICE	\$ 48,718.75
MENARDS	PUBLIC WORKS	\$ 922.54
MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$ 7,429.85
MIDLAND POWER CO-OP	STREET LIGHTING	\$ 1,034.85
MUNICIPAL SUPPLY CO.	MAINTENANCE SUPPLIES	\$ 155.01
NOLTE SERVICE & REPAIR	SPORTS COMPLEX GRAVEL	\$ 2,407.35
ODP BUSINESS SOLUTIONS	DESK RISER FOR JANE	\$ 279.99
OVERDRIVE INC	AUDIO BOOKS	\$ 133.59
POLK COUNTY AUDITOR	BLOOD DRAW WARRANT	\$ 150.00
PORTABLE PRO, INC.	PORTABLE SERVICES	\$ 450.00
STAPLE'S	CITY OFFICE SUPPLIES	\$ 113.91
STEVE KARSJEN	MILEAGE	\$ 47.16
UPHDM OCCUPATIONAL MEDICINE	PREEMP DRUG SCREEN	\$ 147.50
VERIZON WIRELESS	PHONE AND DATA PLAN	\$ 369.05
Walsh Door & Hardware Co	CAMERA REPAIRS	\$ 339.00
WELLMARK BLUE CROSS BLUE SHEIL	CITY HEALTH INS	\$ 27,801.03
<b>Accounts Payable Total</b>		<b>\$ 194,386.64</b>
GENERAL		\$ 35,747.21
ROAD USE		\$ 6,703.64
L.M.I		\$ 160.28
CITY FACILITIES TOTAL		\$ 30,969.42
CAPITAL WATER PROJECT		\$ 59,368.75
WATER		\$ 20,919.99
SEWER		\$ 40,517.35
<b>TOTAL FUNDS</b>		<b>\$ 194,386.64</b>

**MEETING MINUTES**  
**The City of Polk City**  
**Board of Adjustment**  
**4:00 p.m., Thursday, April 13, 2023**  
**City Hall**

Polk City, Board of Adjustment (BOA) held a meeting at 4:00 p.m., on April 13, 2023. **In addition to these published tentative minutes, there also may be additional meeting notes on file with the Polk City staff that are public records and available upon request as provided by law. These tentative minutes reflect all action taken at the meeting.**

1. **Call to Order** | Chair Bequeaith called the meeting to order at 4:00 p.m.
2. **Roll Call** | Wilkins, Morse, Chair Bequeaith, McCann, Deason | In attendance
3. **Variance Request for Brian Speicher at 300 Crestmoor Dr.**  
The following residents were in attendance in support of Mr. Speicher's request:  
Mallory Ringgenberg, 1317 Lyndale Dr.  
Jeremy Sprecher, 304 Crestmoor Dr.  
Gerald Osmundson, 400 Crestmoor Dr.  
Joel Drinnin, 308 Crestmoor Dr.

Brian Speicher addressed the Board with his request for a variance for the location of his fence.

City Manager Huisman provided the Board with a memo outlining the details regarding her recommendation to deny the variance request.

The Board discussed the request.

**MOTION:** A motion was made by Morse and seconded by McCann to deny the variance request.

**YES: McCann, Wilkins, Morse, Bequeaith**

**NO: Deason**

**MOTION CARRIED**

4. **Adjournment**  
**MOTION:** A motion was made by Morse and seconded by Wilkins to adjourn at 4:26 p.m.  
**MOTION CARRIED UNANIMOUSLY**

Attest:

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Jenny Coffin –City Clerk

**MEETING MINUTES**  
**The City of Polk City**  
**Planning and Zoning Commission**  
**6:00 p.m., Monday, April 17, 2023**

Polk City, Planning and Zoning Commission (P&Z) held a meeting at 6:00 p.m., on April 17, 2023, in City Hall Council Chambers.

The agenda was posted at the City Hall office as required by law.

**These tentative minutes reflect all action taken at the meeting.**

1. **Call to Order** | Vogel called the meeting to order at 6:00 p.m.
2. **Roll Call** | Hankins, Bowersox, Vogel, Triplett (joined via zoom 6:05pm), Ohlfest, Pringnitz, Sires | In attendance
3. **Approval of Agenda**  
**MOTION:** A motion was made by Hankins and seconded by Pringnitz to approve the agenda.  
**MOTION CARRIED UNANIMOUSLY**
4. **Public Comments** | None
5. **Approval of Meeting Minutes**  
**MOTION:** A motion was made by Bowersox and seconded by Pringnitz to approve P&Z Commission Meeting Minutes for March 20, 2023.  
**MOTION CARRIED UNANIMOUSLY**
6. **MOTION:** A motion was made by Hankins and seconded by Sires to recommend Council approve the Site Plan for On With Life subject to Engineering and Staff comments and recommendations dated April 13, 2023.  
**MOTION CARRIED UNANIMOUSLY**
7. **MOTION:** A motion was made by Hankins and seconded by Ohlfest to recommend Council approve the consolidation of the current U-1 to GF zoning districts into a new GF-1 zoning district  
**MOTION CARRIED UNANIMOUSLY**
8. **Reports & Particulars**
  - Council Member Dvorak thanked the P&Z Members for their work on the commission
  - City Manager Huisman said although the City continues to receive inquiries about the Commercial lot near S 3<sup>rd</sup> Street and Hickory Way, the City has yet to receive any submittals regarding a site plan there
  - Commission Member Sires asked about the City-Wide Clean-Up event and City Clerk Coffin reported that it is scheduled for April 24<sup>th</sup>. Sires asked for a report on the Downtown Assessment and City Manager Huisman provided details regarding the Iowa Economic Development Association (IEDA) involvement and process. She indicated that she would share the final report with the commission once it is received in the next couple of months and also thanked Sires and Ohlfest for participating.
9. **Adjournment**  
**MOTION:** A motion was made by Bowersox and seconded by Ohlfest to adjourn at 6:29 p.m.  
**MOTION CARRIED UNANIMOUSLY**  
*Next Meeting Date – Monday May 15, 2023*

Attest:

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Jenny Coffin - City Clerk





# State of Iowa

Alcoholic Beverages Division

## Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
Fareway Stores, Inc.	Fareway Stores, Inc. #137	(515) 984-9505		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
1101 South 5th Street		Polk City	Polk	50226
MAILING ADDRESS	CITY	STATE	ZIP	
2300 Industrial Park Road PO Box 70	Boone	Iowa	50036	

## Contact Person

NAME	PHONE	EMAIL
Tracey Wilson	(515) 433-5336	storelicenses@farewaystores.com

## License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LE0002352	Class E Retail Alcohol License	12 Month	Submitted to Local Authority

EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS
June 17, 2023	June 16, 2024	

### SUB-PERMITS

Class E Retail Alcohol License

### PRIVILEGES



## Status of Business

BUSINESS TYPE

Corporation

## Ownership

### • Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Fred E. Vitt Control Trust	Boone	Iowa	50036	Trust	10.87	Yes
Garrett S Pklapp	Huxley	Iowa	50124	Secretary	0.00	Yes
Various Individuals & Trust each holding less than 5%	Unknown	Iowa	55555	Stockholders	33.25	Yes
Fareway Control Trust	Boone	Iowa	50036	Trust	55.88	Yes
Tracey Wilson						

## Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



# State of Iowa

Alcoholic Beverages Division

## Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
LA FAMILIA MEXICAN RESTAURANT, LLC	La Familia	(515) 205-4851		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
206 Van Dorn Street		Polk City	Polk	50226
MAILING ADDRESS	CITY	STATE	ZIP	
2932 Southeast 124th Street	Runnells	Iowa	50237	

## Contact Person

NAME	PHONE	EMAIL
Sandra Lee Brichetto	(515) 205-4851	slb4135@gmail.com

## License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Class C Retail Alcohol License	12 Month	Submitted to Local Authority

EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS
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SUB-PERMITS

Class C Retail Alcohol License

PRIVILEGES



## Status of Business

### BUSINESS TYPE

Limited Liability Company

## Ownership

### • Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Robert Lee	Runnells	Iowa	50237	president	50.00	Yes
Sandra Brichetto	Runnells	Iowa	50237	owner	50.00	Yes

## Insurance Company Information

### INSURANCE COMPANY

Founders Insurance Company

### POLICY EFFECTIVE DATE

Apr 12, 2023

### POLICY EXPIRATION DATE

Apr 12, 2024

### DRAM CANCEL DATE

### OUTDOOR SERVICE EFFECTIVE DATE

### OUTDOOR SERVICE EXPIRATION DATE

### BOND EFFECTIVE DATE

### TEMP TRANSFER EFFECTIVE DATE

### TEMP TRANSFER EXPIRATION DATE



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

**Date:** April 24, 2023  
**To:** Mayor, City Council, and City Manager  
**From:** Karla Hogrefe – Fire Chief  
**Subject:** Polk County Emergency Management 28E Agreement

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**BACKGROUND:** The City of Polk City has historically maintained a 28E agreement with Polk County Emergency Management Agency for planning, administration, coordination, training and support for emergency management services.

**ALTERNATIVES:** N/A

**FINANCIAL CONSIDERATIONS:** This 28E agreement shall fund the Commission administration on the basis of a \$0.50 per capita annual allocation, according to the most recent population estimates provided by the Des Moines Metropolitan Planning Organization (MPO). These populations and the corresponding annual allocations are presented on Attachment 1 of the attached agreement. The total fee is \$2,771.50 for the City of Polk City.

**RECOMMENDATION:** It is my recommendation to maintain this 28E agreement with Polk County Emergency Management Commission. The administrative services provided by this organization are very pertinent to the safety of our City.

**RESOLUTION NO. 2023-54**

**APPROVING 28E AGREEMENT  
FOR FUNDING OF EMERGENCY MANAGEMENT ADMINISTRATION**

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**WHEREAS**, pursuant to Iowa Code §29C.9 there is established in each county an emergency management commission to provide direction for delivery of the emergency management services of planning, administration, coordination, training and support for local governments and their departments; and

**WHEREAS**, pursuant to Iowa Code §29C.9 the Polk County Emergency Management Commission (“Commission”) does exist and operate, being composed of duly-appointed representatives of the following governmental entities: the City of Alleman, the City of Altoona, the City of Ankeny, the City of Bondurant, the City of Clive, the City of Des Moines, the City of Elkhart, the City of Grimes, the City of Johnston, the City of Mitchellville, the City of Pleasant Hill, the City of Polk City, the City of Runnells, the City of Urbandale, the City of West Des Moines, the City of Windsor Heights, the County of Polk; and

**WHEREAS**, on a periodic three (3) year basis a renewal 28E Agreement for funding of the Polk County Emergency Management is circulated for member governments to execute; and

**WHEREAS**, pursuant to Iowa Code §29C.17 the budget of the Commission may be funded all or in part by a per capita allocation funded from city and county general funds; and

**WHEREAS**, it is the intent and desire of the Polk County Emergency Management Commission and its Members to fund administration of the Commission through an annual per capita allocation funded from city and county general funds in the amount of \$0.50 per capita based on a population estimate of 5,543 for Polk City as provided by Des Moines Area MPO.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Polk City has caused this three (3) year Renewal Agreement to be executed on the day and year indicated below and recognizes the allocation of \$0.50 per capita.

**PASSED AND APPROVED** this 24 day of April 2023.

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Steve Karsjen, Mayor

ATTEST:

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Jenny Coffin, City Clerk

**28E AGREEMENT  
MEMBERS OF THE POLK COUNTY EMERGENCY  
MANAGEMENT COMMISSION  
FOR FUNDING OF EMERGENCY MANAGEMENT ADMINISTRATION**

This Agreement by and among Members of the Polk County Emergency Management Commission for Funding of Emergency Management Administration (“Agreement”) is entered into on the date last executed by the parties.

Whereas, pursuant to Iowa Code §29C.9 there is established in each county an emergency management commission to provide direction for delivery of the emergency management services of planning, administration, coordination, training and support for local governments and their departments; and

Whereas, pursuant to Iowa Code §29C.9 the Polk County Emergency Management Commission (“Commission”) does exist and operate, being composed of duly-appointed representatives of the following governmental entities: the City of Alleman, the City of Altoona, the City of Ankeny, the City of Bondurant, the City of Clive, the City of Des Moines, the City of Elkhart, the City of Grimes, the City of Johnston, the City of Mitchellville, the City of Pleasant Hill, the City of Polk City, the City of Runnells, the City of Urbandale, the City of West Des Moines, the City of Windsor Heights, the County of Polk; and

Whereas, pursuant to Iowa Code §29C.17 the budget of the Commission may be funded all or in part by a per capita allocation funded from city and county general funds; and

Whereas, it is the intent and desire of the Commission and its Members to fund administration of the Commission through an annual per capita allocation funded from city and county general funds.

It is hereby agreed by and among the members of the Commission as follows:

1. **28E Agreement.** This agreement is entered into pursuant to the provisions of Chapter 28E of the Code of Iowa.
2. **No Entity.** No separate, legal or administrative entity is created by this Agreement. No real property will be acquired in the performance of this Agreement.
3. **Administration.** The Chairperson of the Commission, or the Chairperson’s designee, shall administer performance of this Agreement.

4. **Term.** The term of this Agreement shall be three years from the effective date, and will specifically include assessments in budget years FY2023/24, FY2024/25, and FY2025/26.
5. **Termination.** This Agreement may be terminated at a regular meeting or at a special meeting called for such purpose, by an affirmative vote of representatives from Member governmental entities whose combined population is not less than two-thirds (2/3) of the total population within Polk County as presented on Attachment 1, which vote must be ratified by resolution of the governing bodies of Member governmental entities whose combined population is not less than two-thirds (2/3) of the total population within Polk County as presented on Attachment 1.
6. **Assessment.** Each Member shall fund Commission administration on the basis of a \$0.50 per capita annual allocation, according to the most recent population estimates provided by the Des Moines Area Metropolitan Planning Organization (MPO). These populations and the corresponding annual allocations are presented on Attachment 1, which is incorporated herein. Annual assessments are due and payable in the office of the Commission by December 31 of each year during the term of the Agreement.
7. **Execution of Agreement.** Member governmental entities shall approve this Agreement by resolution or motion of their respective council or board, which shall authorize execution of the Agreement. The executed Agreement will then be filed in the offices of the Iowa Secretary of State and the Recorder of Polk County by Polk County, in accordance with Chapter 28E of the Code of Iowa. The Agreement shall become effective when recorded in the Polk County Recorder's Office and shall remain in effect unless terminated as provided herein. This is the entire Agreement among the parties and may be amended only upon an affirmative vote of representatives from Member governmental entities whose combined population is not less than two-thirds (2/3) of the total population within Polk County as presented on Attachment 1, which vote must be ratified by resolution of the governing bodies of Member governmental entities whose combined population is not less than two-thirds (2/3) of the total population within Polk County as presented on Attachment 1. The laws of the State of Iowa apply to this Agreement.



## ATTACHMENT 1

### Polk County Emergency Management Commission Most Recent Population Estimates Provided by the Des Moines Area MPO

Jurisdiction	Estimated Population in Polk County <sup>1</sup>	Assessment Amount
Alleman	423	\$211.50
Altoona	19,565	\$9,782.50
Ankeny	67,887	\$33,943.50
Bondurant	7,365	\$3,682.50
Clive	11,034	\$5,517.00
Des Moines	213,921	\$106,960.50
Elkhart	882	\$441.00
Grimes	15,360	\$7,680.00
Johnston	24,064	\$12,032.00
Mitchellville	2,458	\$1,229.00
Pleasant Hill	10,147	\$5,073.50
Polk City	5,543	\$2,771.50
Polk County (unincorp)	28,002	\$14,001.00
Runnells	457	\$228.50
Urbandale	33,804	\$16,902.00
West Des Moines	45,582	\$22,791.00
Windsor Heights	5,252	\$2,626.00
Balance <sup>2</sup>	655	\$0
<b>Total</b>	<b>492,401</b>	<b>\$245,873.00</b>

<sup>1</sup> ACS-5 Year 2018 Population Estimate (2014-2018) - U.S. Census Bureau (provided by Des Moines Area MPO)

<sup>2</sup>Balance of population within incorporated areas of Polk County (Carlisle, Granger, Norwalk and Sheldahl) but not members of the Polk County Emergency Management Commission

**CITY OF POLK CITY**

IN WITNESS WHEREOF, the City of Polk City has caused this Agreement to be executed by its duly authorized officers on the day and year indicated below.

By:

Attest:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

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

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



## City of Polk City, Iowa

### City Council Agenda Communication

**Date:** April 14, 2023  
**To:** Mayor Karsjen & City Council  
**From:** Chief Jeremy Siepker  
**Subject:** Homeland Security MAC 28E Agreement

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**BACKGROUND:** The City of Polk City is in the final year of our five-year Homeland Security Agreement with the City of Des Moines. The agreement provides us with the following services should we need them: Metro STAR tactical teams, Weapons of Mass Destruction (chemical, biological, radiological, nuclear and explosives [CBRNE]) tactical response teams, Bomb Squad and other support services to include but are not limited to Crisis Negotiation and the Dive Team. Attached is a 5-year 28E Agreement for your approval to continue to provide these services if needed through FY 28.

**ALTERNATIVES:** Do not enter into the agreement.

**FINANCIAL CONSIDERATIONS:** There is an annual cost to be paid to the City of Des Moines. This fee is determined for each city by the population at the time we enter the agreement. Our annual costs each year will be \$4,330.14. This has been factored into the budget.

**RECOMMENDATION:** It is my recommendation that the City enters into the 28E MAC Agreement with the City of Des Moines.

**RESOLUTION NO 2023-55**

**A RESOLUTION APPROVING 28E AGREEMENT WITH GOVERNMENT ENTITIES REPRESENTED ON THE METROPOLITAN ADVISORY COUNCIL (MAC) FOR THE FUNDING AND IMPLEMENTATION OF HOMELAND SECURITY SERVICES WITHIN THE METROPOLITAN AREA**

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**WHEREAS**, on August 13, 2018 the City Council of Polk City, Iowa approved a renewal of a 28E agreement with governmental agencies represented on the Metropolitan Advisory Council (MAC) to supply funding in support of Homeland Security Services to be provided by the City of Des Moines in conjunction with Polk County as defined in the 28E agreement; and

**WHEREAS**, the Homeland Security services provide public safety assistance with natural and manmade disasters, potential terrorist activity, evidence collection, crime scene analysis, as well as threats from weapons of mass destruction; and

**WHEREAS**, the represented governmental agencies desire to continue the agreement through June 30, 2028 with annual funding of a designated amount per entity as agreed upon through the use of a formula previously accepted by the City of Des Moines as well as the members of the MAC; and

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, the City Council of the City of Polk City, Iowa that the Intergovernmental 28E Agreement on file in the office of the City Clerk between the cities of Des Moines, Altoona, Bondurant, Carlisle, Grimes, Mitchellville, Norwalk, Pleasant Hill, Polk City and Windsor Heights along with the County of Polk for funding in support of the Homeland Security services provided within the metropolitan area, is here by approved and the Mayor is hereby authorized and directed to execute the 28E agreement on behalf of the City of Polk City with the City Clerk directed to attest to his signature.

**PASSED AND APPROVED** the 24 day of April 2023.

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Steve Karsjen, Mayor

ATTEST:

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Jenny Coffin, City Clerk

CHAPTER 28E AGREEMENT  
BY AND BETWEEN THE CITIES OF  
DES MOINES, ALLEMAN, ALTOONA, BONDURANT, CARLISLE, ELKHART, GRIMES,  
INDIANOLA, JOHNSTON, MITCHELLVILLE, NORWALK, PLEASANT HILL, POLK CITY,  
WEST DES MOINES WINDSOR HEIGHTS, AND THE COUNTY OF POLK  
FOR THE PARTIAL FUNDING OF HOMELAND SECURITY SERVICES WITHIN THE  
METROPOLITAN AREA

WHEREAS, this Agreement is made and entered into by and between the cities of Des Moines, Alleman, Altoona, Bondurant, Carlisle, Elkhart, Grimes, Indianola, Johnston, Mitchellville, Norwalk, Pleasant Hill, Polk City, West Des Moines, Windsor Heights and the County of Polk (hereinafter jointly referred to as the "Parties").

WITNESSETH:

WHEREAS, the metropolitan area consisting of the Parties hereto represented on the Metropolitan Advisory Council will be best served in a joint cooperative effort of implementation of the Iowa Homeland Security Strategy and other major incident response capabilities; and

WHEREAS, the City of Des Moines and Polk County, to support the mission of the Iowa Homeland Security and Emergency Management have devoted significant resources and assets toward the provision of homeland security services and programs; and

WHEREAS, upon recommendation of the Metropolitan Advisory Council Homeland Security Subcommittee to provide for the safety and security of residents throughout the metropolitan area from the threats of weapons of mass destruction, potential terrorist activity and natural disasters, all the Parties hereto desire to maintain the resources and assets available to the City of Des Moines to enable the City of Des Moines to provide homeland security services including major incident response throughout the metropolitan area that will serve the respective jurisdictions of each Party hereto; and

WHEREAS, the City of Des Moines in conjunction with Polk County has implemented the following homeland security services:

- Metro STAR (Special Tactics and Response) Unit which provides a Type II Weapons of Mass Destruction (WMD) and Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Tactical Response Team<sup>1</sup>; and
- Des Moines Bomb Squad providing Type I bomb mitigation response<sup>2</sup>; and
- Des Moines Police Department will also provide full-time personnel trained in the collection and preservation of evidence located in hazardous (CBRNE) environments for contaminated crime scene processing; and

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<sup>1</sup> Typed Resource Definitions: Law Enforcement and Security Resources; SWAT/Tactical Teams. FEMA 508-6 (July 2007). U.S. Department of Homeland Security.

<sup>2</sup> Typed Resource Definitions: Law Enforcement and Security Resources; Bomb Squad/Explosives Team. FEMA 508-6 (July 2007). U.S. Department of Homeland Security.

- The Des Moines Police Department has other capabilities not specified nor guaranteed under this agreement, such as; Incident Command support; High risk tactical warrant service; Crisis Negotiation; Dive Team, Planning & Training; Tactical Surveillance; Criminal Polygraph Exams, Intelligence and Investigative Support; etc. These capabilities may be requested but are at the discretion of the Des Moines Police Department and dependent on availability of personnel at time of request.

WHEREAS; the Parties desire to provide the necessary funding to maintain the capabilities of the Des Moines WMD/CBRNE Tactical Response Team and the Des Moines Bomb Squad to serve all the respective jurisdictions within the metropolitan area that are a Party hereto; and

NOW, THEREFORE, the Parties do hereby agree as follows:

- I. **Purpose.** Pursuant to Chapter 28E of the Code of Iowa, the Parties do hereby agree that the purpose of this Agreement is to jointly exercise their respective powers to fund and implement enhanced Homeland Security Services to serve all the respective jurisdictions within the metropolitan area that are a Party hereto.
- II. **Homeland Security Services.** All Parties may, in accordance with the procedures set forth in Article III, utilize on an as needed basis the following Homeland Security Services:
  - A. **WMD/CBRNE Tactical Response Team (Metro STAR Unit):** This team is comprised of a commander, full time Des Moines Police Officers, part time Des Moines Police Officers, part time Polk County Sheriff's Deputies, a part time Johnston Police Officer, and part time Pleasant Hill Police Officer. Team members are all technician-level HazMat trained tactical operators. This allows the team to successfully work in Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) environments. Along with the normal operations of a tactical unit, team members are trained to neutralize active threats, and to provide assistance in support of HazMat Units and Bomb Squads operating in and around "hot zones" of potential CBRNE exposures. Team members provide a safe scene for those that will ultimately mitigate and control the exposure to CBRNE environments. This team also has the capabilities of conducting proactive investigation into CBRNE threats providing preliminary CBRNE monitoring levels to determine the presence of a potential CBRNE substance.
  - B. **Des Moines Bomb Squad:** This team is comprised of a Des Moines commander, full time Des Moines Police Officers trained as Bomb Technicians, part time Des Moines Police Officers trained as Bomb Technicians, and full time Des Moines Explosive Detection K9 teams. Bomb Technicians are all technician-level HazMat trained. The team will mitigate explosives hazards and are trained in the mitigation of Weapons of Mass Destruction (WMD) dispersal devices. The team is also trained in the collection of hazardous evidence and post-blast investigations.

- C. Des Moines Police Department: Full-time Des Moines Police personnel trained in the collection and preservation of evidence found in hazardous (CBRNE) environments.

III. Service/Command Procedures. The protocol for utilization of the Homeland Security Services identified in this Agreement will be as follows:

- A. Upon occurrence of an incident which may necessitate the use of any of the Homeland Security Services, a Party's Incident Commander, as defined below, may request such Homeland Security Services by calling the Des Moines Dispatch Center at 283-4811 or such other phone numbers as the City of Des Moines or Polk County may designate in writing and forward to the Parties. The request shall relay the information necessary for the appropriate personnel to determine what Homeland Security Services in terms of personnel and equipment are needed to respond, which may include multiple or all Homeland Security Services available. The determinations on the appropriate Homeland Security Services personnel and equipment to be sent to a requesting Party shall be made at the discretion of the City of Des Moines using its established protocols. The City of Des Moines shall be held harmless by the requesting Party from liability in connection with its final decision on type and amount of equipment and number of personnel to be provided to the requesting Party.
- B. The responding Homeland Security Services personnel will have a team leader(s) who will report to the Incident Commander and coordinate activities between the requesting Party's personnel and the personnel providing the Homeland Security Services. The team leader(s) will assist the Incident Commander in reaching the objectives required by the circumstances at the scene. The Incident Commander, or his/her designee, shall have the power to issue reasonable orders and directives consistent with meeting the objectives. The team leader(s) will then act on those orders and directives as long as they are safe and within the capabilities of the responding Homeland Security Services team. The team leader(s) will provide technical advice when appropriate, but will not be expected to assume command of the scene.<sup>3</sup>
- C. When the Incident Commander and the team leader(s) agree that the objectives requiring Homeland Security Services response have been met the Homeland Security Services response teams will be released from the scene.
- D. The Homeland Security Services response teams will participate and share information in all post-incident debriefings held by the requesting Party.
- E. The term "Incident Commander" as used in this Agreement means the manager of an incident, no matter the size or complexity, or the number of

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<sup>3</sup> All responding and supporting agencies are expected to operate under the guiding principles of the National Incident Management System (NIMS) and the Incident Command System (ICS).

agencies involved in the response. The “Incident Commander” is usually the first or senior, public safety or first-responder to arrive on scene. As additional responders arrive, command may transfer on the basis of who has primary authority for overall control of the incident. The “Incident Commander” is responsible for ensuring a coordinated effort and to ensure an effective response and the efficient, safe use of resources including:

- Establishing command and the Incident Command Post.
- Protecting life and property.
- Controlling personnel and equipment resources.
- Maintaining accountability for responders and public safety, as well as for task accomplishments.
- Assessing Incident Priorities.
- Determining Operational Objectives.
- Developing and Implementing the Incident Action Plan.
- Coordinating overall emergency activities.
- Coordinating the activities of outside agencies.
- Authorizing the release of information to the media.

**IV. Funding Contributions.** The City of Des Moines and Polk County have committed annual funding in fiscal years 2024 through 2028 to maintain the enhanced capabilities of Homeland Security Services for the metropolitan area. Funding is needed from the other Parties in each fiscal year to maintain the enhanced capabilities of the Homeland Security Services response to a minimally acceptable level for the Parties herein.

- A. To maintain the enhanced capabilities of the Homeland Security Services, each Party to this Agreement will annually pay the respective amount for such Party as set forth in Exhibit “A” in fiscal years 2024 through 2028. The amounts listed in Exhibit A shall remain fixed for the duration of this agreement and are not subject to adjustment without majority approval of the parties of this agreement.
- B. Each Party shall pay its respective annual amount set forth in Exhibit “A” to the City of Des Moines on or before July 31 of each fiscal year and such monies shall be used exclusively for necessary personnel, overtime, training, equipment, equipment maintenance and vehicle operating costs of providing the enhanced Homeland Security Services. The budget for enhanced capabilities of Homeland Security Services will be provided at the beginning of each fiscal year as outlined in Section V of this agreement.
- C. Each Party may voluntarily contribute a qualified peace officer(s) to serve and train with the Metro STAR Team. Contribution of team member(s) will not preclude any Parties annual fee payment set forth in Exhibit “A”.

**V. Reporting.**



A. The City of Des Moines will provide an annual report on Homeland Security Services to each Party of each year. This report will provide information to keep the Parties to this Agreement informed of the status and activities of the Homeland Security response teams and will include:

1. Accomplishments achieved during the calendar year and goals and objectives for the next calendar year,
2. Individual and team training over the calendar year (courses, location, number of personnel trained, hours of training),
3. Training exercises performed during the calendar year,
4. Response dates and a synopsis of the event responded to,
5. Equipment received or retired during the calendar year, and
6. Budget showing expenditures made during the calendar year and proposed expenditures for the next calendar year.

The City of Des Moines will also provide this report to the Polk County Emergency Management Commission, the Polk County Chiefs' and Sheriff's Association, and the Fire Chiefs' Association.

**VI. Employee relationship.**

- A. Employees of any Party acting pursuant to this Agreement shall be considered as acting under the lawful orders and instructions pertaining to their employment status with such Party. Under no circumstances are employees of one Party to be considered employees of any other Party. This Agreement does not create an employment relationship nor shall it be construed to create any employment relationship between Homeland Security Services personnel and the Party requesting such services.
- B. If a Party desires to have an employee assigned as part of the Homeland Security Services, a separate Memorandum Of Understanding (MOU) would need to be executed, to define the responsibilities of the involved Parties.

**VII. Liability.** Each Party waives all claims against the other Parties for compensation for any property loss or damage and/or personal injury or death to its personnel as a consequence of the performance of this Agreement. Each Party shall bear the liability and/or costs of damage to its equipment and facilities, and the compensation of its employees, including injury or death to its personnel, occurring as a consequence of the performance of this Agreement.

Each Party to this Agreement shall be liable for the actions of its own employees to the extent allowed under Iowa Code Chapter 670.

Nothing in this Agreement shall prevent or limit any Party to this Agreement from recovering or attempting to recover costs of services rendered to a third party where such recovery of costs is provided for by law.

The Parties to this Agreement do not waive any defenses, immunities or other limitations applicable to a respective Party and nothing herein shall be so construed. Each Party to this Agreement reserves the right to fully defend all claims arising from loss of or damage to private property and/or death of or injury to private persons who are not parties to this Agreement including, but not limited to asserting defenses or immunities available under applicable law.

This Article shall survive the termination of this Agreement where necessary to protect each Party to this Agreement.

**VIII. Iowa Code Chapter 28E Requirements :**

- A. The cities of Des Moines, Altoona, Bondurant, Carlisle, Grimes, Johnston, Norwalk, Pleasant Hill, Polk City, Mitchellville, West Des Moines, Indianola, and Windsor Heights, are municipal corporations and political subdivisions of the State of Iowa and are public agencies as defined by Iowa Code Chapter 28E.
- B. Polk County is a political subdivision of the State of Iowa and is a public agency as defined by Iowa Code Chapter 28E.
- C. No separate legal or administrative entity is established by this Agreement.
- D. No real or personal property will be jointly acquired, held or disposed of in the performance of this Agreement. All equipment purchased in conjunction with the provision of Homeland Security Services shall be owned by the City of Des Moines or Polk County. Upon termination of this Agreement all such equipment and other personal property owned by the City of Des Moines or Polk County shall remain with such entities.
- E. The Des Moines Chief of Police and Polk County Sheriff shall administer the performance of this Agreement.
- F. This Agreement shall be in full force and effect upon the following:
  - 1. Its approval and execution by the respective City Councils and Boards of Supervisors of the Parties hereto; and
  - 2. Filing of this Agreement with the Office of the Secretary of State as required under Section 28E.8, Code of Iowa.

- G. The duration of this Agreement shall extend for a term beginning July 1, 2023 and ending on June 30, 2028. This Agreement may not be terminated prior to such termination date, in whole or in part, except upon mutual agreement of all the Parties. The Parties may renew this Agreement for additional 5-year periods with or without amendments or elect to enter into a new agreement upon mutual agreement of all Parties.

**IX. General Provisions.**

A. If any section, provision or part of this Agreement shall be found invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision or part thereof not found to be invalid or unconstitutional.

B. The Agreement represents the entire agreement between the Parties. If upon annual review of this Agreement by the Parties a determination is made that this Agreement should be revised, any subsequent change or modification to this Agreement shall be mutually agreed to by the Parties in the form of a duly approved and executed addendum to this Agreement.

C. Each Party approving this Agreement shall execute the separate signature page provided for it, and the Parties hereto authorize the City Clerk of the City of Des Moines to assemble the signature pages and append same to copies of this Agreement, to file this Agreement with the Secretary of State and to record it with the Offices of the Recorder of Polk and Warren Counties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed.

**MAC Payment - EXHIBIT A**  
**FY 2024 through FY 2028**  
**Homeland Security Apportionment of \$379,932 - Reduced Base Fee for Cities below 5,000 in Population**

Cities	Base Fee	Population (US Census Data)		Fee	Taxable Property Value*		Fee	Annual Fee	Increase (Decrease)	Annual Per Capita	Commitment 5-Year	Prior Agreement
		Populati	%		Property Value*	%						
Allentown	\$ 1,000.00	425	0.11%	\$ 173.21	\$ 26,192,632.00	0.11%	\$ 177.49	\$ 1,350.70	\$ 1,350.70	\$3.18	\$ 6,753.51	\$ -
Altoona	\$ 3,384.62	19,565	4.97%	\$ 7,973.84	\$ 1,032,382,534.00	4.36%	\$ 6,995.75	\$ 18,354.21	\$ (633.72)	\$0.94	\$ 91,771.06	\$ 18,987.93
Ankeny	\$ 3,384.62	67,887	17.25%	\$ 27,656.79	\$ 4,153,044,764.00	17.55%	\$ 28,142.35	\$ 59,194.76	\$ 7,946.61	\$0.87	\$ 295,973.81	\$ 51,248.15
Bondurant	\$ 3,384.62	7,865	1.87%	\$ 3,001.65	\$ 303,093,508.00	1.28%	\$ 2,053.86	\$ 8,440.13	\$ 5,192.30	\$1.15	\$ 42,200.66	\$ 3,247.84
Carlsle	\$ 1,000.00	4,160	1.06%	\$ 1,695.44	\$ 181,061,995.00	0.76%	\$ 1,226.93	\$ 3,922.37	\$ (953.87)	\$0.94	\$ 19,611.85	\$ 4,876.24
Clive	\$ 3,384.62	19,546	4.97%	\$ 7,966.10	\$ 1,642,766,224.00	6.94%	\$ 11,131.91	\$ 22,482.62	\$ (5,419.00)	\$1.15	\$ 112,413.12	\$ 27,901.62
Desoto	\$ 1,000.00	915	0.23%	\$ 372.91	\$ 31,185,683.00	0.13%	\$ 211.32	\$ 1,584.24	\$ (355.70)	\$1.73	\$ 7,921.19	\$ 1,939.94
Elkhart	\$ 1,000.00	928	0.24%	\$ 378.21	\$ 24,761,693.00	0.10%	\$ 167.79	\$ 1,546.01	\$ 1,546.01	\$1.67	\$ 7,730.03	\$ -
Grimes	\$ 3,384.62	15,392	3.91%	\$ 6,273.11	\$ 974,854,092.00	4.12%	\$ 6,605.92	\$ 16,263.65	\$ 8,776.56	\$1.06	\$ 81,318.24	\$ 7,487.09
Indianola	\$ 3,384.62	15,833	4.02%	\$ 6,452.84	\$ 614,135,886.00	2.59%	\$ 4,161.58	\$ 13,999.04	\$ (5,331.03)	\$0.88	\$ 69,995.19	\$ 19,330.07
Johnston	\$ 3,384.62	24,084	6.11%	\$ 9,807.44	\$ 1,562,438,763.00	6.60%	\$ 10,587.58	\$ 23,779.64	\$ (1,749.53)	\$0.99	\$ 118,898.20	\$ 25,529.17
Mitchellville	\$ 1,000.00	2,485	0.63%	\$ 1,012.78	\$ 60,190,571.00	0.25%	\$ 407.87	\$ 2,420.65	\$ (636.51)	\$0.97	\$ 12,103.24	\$ 3,057.16
Norwalk	\$ 3,384.62	12,799	3.25%	\$ 5,216.32	\$ 492,590,526.00	2.08%	\$ 3,337.95	\$ 11,938.88	\$ 520.04	\$0.93	\$ 59,694.41	\$ 11,418.84
Pleasant Hill	\$ 3,384.62	10,147	2.58%	\$ 4,135.48	\$ 581,473,847.00	2.46%	\$ 3,940.25	\$ 11,460.34	\$ (1,085.80)	\$1.13	\$ 57,301.72	\$ 12,546.14
Polk City	\$ 3,384.62	5,543	1.41%	\$ 2,239.09	\$ 284,610,915.00	1.20%	\$ 1,928.61	\$ 7,572.32	\$ 3,242.18	\$1.37	\$ 37,861.60	\$ 4,330.14
Urbandale	\$ 3,384.62	46,840	11.58%	\$ 18,576.43	\$ 3,366,281,467.00	14.22%	\$ 22,810.99	\$ 44,772.04	\$ (13,316.72)	\$0.98	\$ 223,860.20	\$ 58,088.76
Waukee	\$ 3,384.62	28,940	6.08%	\$ 9,756.90	\$ 1,243,327,780.00	5.25%	\$ 8,425.18	\$ 21,566.70	\$ 7,965.82	\$0.90	\$ 107,833.52	\$ 13,600.88
West Des Moines	\$ 3,384.62	68,723	17.46%	\$ 28,008.51	\$ 5,620,303,825.00	23.75%	\$ 38,084.97	\$ 69,478.09	\$ (15,903.77)	\$1.01	\$ 347,390.47	\$ 85,381.86
Windsor Heights	\$ 3,384.62	5,252	1.33%	\$ 2,140.49	\$ 239,980,971.00	1.01%	\$ 1,625.98	\$ 7,151.09	\$ (108.47)	\$1.36	\$ 35,755.46	\$ 7,239.56
<b>Counties</b>												
Dallas County	\$ 3,384.62	23,668	6.01%	\$ 9,646.05	\$ 637,194,448.00	2.69%	\$ 4,317.83	\$ 17,348.50	\$ (3,579.04)	\$0.73	\$ 86,742.48	\$ 20,927.54
Warren County	\$ 3,384.62	19,321	4.91%	\$ 7,874.40	\$ 597,205,219.00	2.52%	\$ 4,046.85	\$ 15,305.87	\$ (7,535.18)	\$0.79	\$ 76,529.34	\$ 22,841.05
<b>TOTAL</b>	<b>\$ 59,153.86</b>	<b>393,538</b>		<b>\$ 160,389.00</b>	<b>\$ 23,669,047,253.00</b>		<b>\$ 160,389.00</b>	<b>\$ 379,931.86</b>	<b>\$ (20,068.14)</b>		<b>\$ 1,899,659.30</b>	<b>\$ 400,000.00</b>

I. CITY OF DES MOINES, IOWA

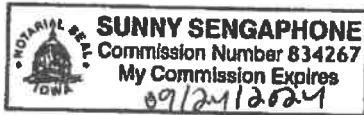
T.M. Franklin Cownie  
T.M. Franklin Cownie, Mayor

ATTEST:

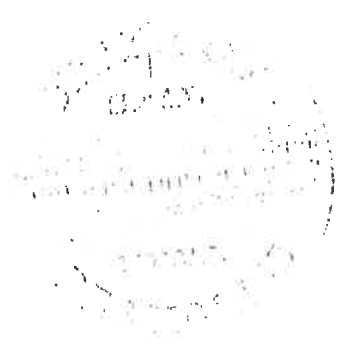
Laura Baumgartner  
Laura Baumgartner, City Clerk

STATE OF IOWA            )  
  ) ss:  
COUNTY OF POLK        )

On this 10<sup>th</sup> day of April, 2023, before me, the undersigned, a Notary Public, personally appeared T.M. Franklin Cownie and Laura Baumgartner to me personally known, who, being by me duly sworn, did state that they are the Mayor and City Clerk, respectively, of the City of Des Moines, Iowa; that the seal affixed to the foregoing instrument is the seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in the Resolution and Roll Call No. 23-0498 adopted by the City Council on the 10<sup>th</sup> day of April, 2023, and that T.M. Franklin Cownie and Laura Baumgartner acknowledged the execution of the instrument to be the voluntary act and deed of the municipal corporation, by it voluntarily executed.



Sunny Sengaphone  
Notary Public in the State of Iowa



**XIII. CITY OF POLK CITY, IOWA**

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

ATTEST:

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

STATE OF IOWA            )  
  ) ss:  
COUNTY OF POLK        )

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a Notary Public, personally appeared Steve Karsjen and Jenny Coffin, to me personally known, who, being by me duly sworn, did state that they are the Mayor and City Clerk, respectively, of the City of Polk City, Iowa; that the seal affixed to the foregoing instrument is the seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in the Resolution and Roll Call No. \_\_\_\_\_ adopted by the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2023, and that Steve Karsjen and Jenny Coffin acknowledged the execution of the instrument to be the voluntary act and deed of the municipal corporation, by it voluntarily executed.

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

# 2022 WATER QUALITY REPORT FOR POLK CITY WATER SUPPLY

This report contains important information regarding the water quality in our water system. The source of our water is surface water and groundwater. Some of the water is purchased. Purchased water comes from Des Moines Water Works. Our water quality testing shows the following results:

CONTAMINANT	MCL - (MCLG)	Compliance		Date	Violation	Source
		Type	Value & (Range)			
Total Trihalomethanes (ppb) [TTHM]	80 (N/A)	LRAA	44.2 (43.2 - 45.2)	8/11/2022	No	By-products of drinking water chlorination
Total Haloacetic Acids (ppb) [HAA5]	60 (N/A)	LRAA	12.6 (10.5- 14.8)	8/11/2022	No	By-products of drinking water disinfection
Lead (ppb)	AL=15 (0)	90th	0.0015 (ND - 4)	2022	No	Corrosion of household plumbing systems; erosion of natural deposits
Copper (ppm)	AL=1.3 (1.3)	90th	0.684 (0.0046 - 1.060)	2022	No	Corrosion of household plumbing systems; Erosion of natural deposits; Leaching from wood preservatives
<b>950 - DISTRIBUTION SYSTEM</b>						
Chlorine (ppm)	MRDL=4.0 (MRDLG=4.0)	RAA	0.62 (0.23 - 2.24)	12/31/2022	No	Water additive used to control microbes
Fluoride (ppm)	4 (4)	RAA	0.73 (0.22- 2.20)	12/31/2022	No	Water additive which promotes strong teeth; Erosion of natural deposits; Discharge from fertilizer and aluminum factories
<b>01 - AFTER WTP AND DMWW</b>						
Gross Alpha, inc (pCi/L)	15 (0)	SGL	4.8	1/3/2018	No	Erosion of natural deposits
Fluoride (ppm)	4 (4)	SGL	0.5	4/6/2022	No	Water additive which promotes strong teeth; Erosion of natural deposits; Discharge from fertilizer and aluminum factories
Barium (ppm)	2 (2)	SGL	0.177	4/6/2022	No	Discharge of drilling wastes; Discharge from metal refineries; Erosion of natural deposits
Sodium (ppm)	N/A (N/A)	SGL	18.8	4/6/2022	No	Erosion of natural deposits; Added to water during treatment process
Manganese (ppm)	N/A (N/A)	SGL	0.0106	4/6/2022	No	Erosion of natural deposits
Nitrate (ppm)	10	SGL	<0.1	10/19/22	No	Runoff from fertilizer use; Leaching from septic tanks, sewage; Erosion of natural deposits

Note: Contaminants with dates indicate results from the most recent testing done in accordance with regulations.

## DEFINITIONS

- Maximum Contaminant Level (MCL) – The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.
- Maximum Contaminant Level Goal (MCLG) -- The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.
- ppb -- parts per billion.

- ppm -- parts per million.
- pCi/L – picocuries per liter
- N/A – Not applicable
- ND -- Not detected
- RAA – Running Annual Average
- Treatment Technique (TT) – A required process intended to reduce the level of a contaminant in drinking water.
- Action Level (AL) – The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.
- Maximum Residual Disinfectant Level Goal (MRDLG) - The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.
- Maximum Residual Disinfectant Level (MRDL) - The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.
- SGL – Single Sample Result
- RTCR – Revised Total Coliform Rule
- NTU – Nephelometric Turbidity Units

**GENERAL INFORMATION**

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water posed a health risk. More information about contaminants or potential health effects can be obtained by calling the Environmental Protection Agency’s Safe Drinking Water Hotline (800-426-4791).

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and other microbial contaminants are available from the Safe Drinking Water Hotline (800-426-4791).

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. POLK CITY WATER SUPPLY is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at <http://www.epa.gov/safewater/lead>.

**SOURCE WATER ASSESSMENT INFORMATION**

This water supply obtains its water from the sand and gravel of the Alluvial aquifer. The Alluvial aquifer was determined to be highly susceptible to contamination because the characteristics of the aquifer and overlying materials provide little protection from contamination at the land surface. The Alluvial wells will be highly susceptible to surface contaminants such as leaking underground storage tanks, contaminant spills, and excess fertilizer application. A detailed evaluation of your source water was completed by the Iowa Department of Natural Resources, and is available from the Water Operator at 515-984-6035 .

This water supply obtains some or all of its water from another public water supply. It is a consecutive water supply, where an originating parent supply provides drinking water to one or more downstream supplies.

Original Supply ID	Original Supply Name
IA7727031	Des Moines Water Works

**OTHER INFORMATION**

Turbidity is an indicator of treatment filter performance and is regulated as a treatment technique.

**CONTACT INFORMATION**



For questions regarding this information or how you can get involved in decisions regarding the water system, please contact POLK CITY WATER SUPPLY at 515-984-6035.

**PURCHASED WATER INFORMATION**

Our water system purchases water from the system(s) shown below. Their water quality is as follows:

CONTAMINANT	MCL - (MCLG)	Compliance		Date	Violation Yes/No	Source
		Type	Value & (Range)			
7727031 - DES MOINES WATER WORKS						
03 - MCMULLEN AFTER TREATMENT						
Fluoride (ppm)	4 (4)	SGL	0.72	04/05/2021	No	Water additive which promotes strong teeth; Erosion of natural deposits; Discharge from fertilizer and aluminum factories
Sodium (ppm)	N/A (N/A)	SGL	19.27	04/04/2022	No	Erosion of natural deposits; Added to water during treatment process
Nitrate [as N] (ppm)	10 (10)	SGL	7.90 (0.37 - 7.90)	2022	No	Runoff from fertilizer use; Leaching from septic tanks, sewage; Erosion of natural deposits
Dalapon (ppb)	200 (200)	SGL	0.20	09/19/2022	No	Runoff from herbicide used on rights of way
04 - RACCOON, DES MOINES, & GALLERY FLEUR						
Fluoride (ppm)	4 (4)	SGL	0.73	04/05/2021	No	Water additive which promotes strong teeth; Erosion of natural deposits; Discharge from fertilizer and aluminum factories
Sodium (ppm)	N/A (N/A)	SGL	25.46	04/04/2022	No	Erosion of natural deposits; Added to water during treatment process
Nitrate [as N] (ppm)	10 (10)	SGL	8.51 (0.15 - 8.51)	2022	No	Runoff from fertilizer use; Leaching from septic tanks, sewage; Erosion of natural deposits
Atrazine (ppb)	3 (3)	SGL	0.20	07/05/2022	No	Runoff from herbicide used on row crops
05 - LP MOON ASR S/EP AFTER TREATMENT						
Gross Alpha, inc (pCi/L)	15 (0)	SGL	1.4	07/16/2018	No	Erosion of natural deposits
Fluoride (ppm)	4 (4)	SGL	0.79	07/16/2018	No	Water additive which promotes strong teeth; Erosion of natural deposits; Discharge from fertilizer and aluminum factories
Sodium (ppm)	N/A (N/A)	SGL	46.31	07/18/2022	No	Erosion of natural deposits; Added to water during treatment process
Nitrate [as N] (ppm)	10 (10)	SGL	3.26 (2.14 - 3.26)	2022	No	Runoff from fertilizer use; Leaching from septic tanks, sewage; Erosion of natural deposits
06 - MCMULLEN ASR & TREATMENT PLANT S/EP						
Fluoride (ppm)	4 (4)	SGL	0.86	07/16/2018	No	Water additive which promotes strong teeth; Erosion of natural deposits; Discharge from fertilizer and aluminum factories
Sodium (ppm)	N/A (N/A)	SGL	15.32	07/18/2022	No	Erosion of natural deposits; Added to water during treatment process
Nitrate [as N] (ppm)	10 (10)	SGL	7.62 (0.30 - 7.62)	2022	No	Runoff from fertilizer use; Leaching from septic tanks, sewage; Erosion of natural deposits
07 - SAYLORVILLE S/EP (AFTER TREATMENT)						

Barium (ppm)	2 (2)	SGL	0.07	01/27/2020	No	Discharge of drilling wastes; Discharge from metal refineries; Erosion of natural deposits
Fluoride (ppm)	4 (4)	SGL	0.69	01/27/2020	No	Water additive which promotes strong teeth; Erosion of natural deposits; Discharge from fertilizer and aluminum factories
Sodium (ppm)	N/A (N/A)	SGL	17.32	02/07/2022	No	Erosion of natural deposits; Added to water during treatment process
Nitrate [as N] (ppm)	10 (10)	SGL	0.83 (ND - 0.83)	2022	No	Runoff from fertilizer use; Leaching from septic tanks, sewage; Erosion of natural deposits
08 - ARMY POST ASR (AFTER TREATMENT)						
Gross Alpha, inc (pCi/L)	15 (0)	SGL	1.9	07/16/2019	No	Erosion of natural deposits
Gross Alpha, exc (pCi/L)	15 (0)	SGL	9.8	10/08/2018	No	Erosion of natural deposits
Uranium (ppb)	30 (0)	SGL	1.9	10/08/2018	No	Erosion of natural deposits.
Sodium (ppm)	N/A (N/A)	SGL	44.03	07/18/2022	No	Erosion of natural deposits; Added to water during treatment process
Nitrate [as N] (ppm)	10 (10)	SGL	3.16 (1.09 - 3.16)	2022	No	Runoff from fertilizer use; Leaching from septic tanks, sewage; Erosion of natural deposits
Dichloromethane (ppb)	5 (0)	SGL	1.20	07/05/2022	No	Discharge from pharmaceutical and chemical factories
Turbidity (NTU)	N/A (N/A)	TT	Enter highest single measurement and the lowest monthly percentage of samples meeting turbidity limits here.			Soil runoff

# Polk City Water Department

## Monthly Report

Month March

Year 2023

Total Water Pumped 12647280 Gallons  
Monthly Daily Avg 407976 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** .2 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** .58 mg/l Polk City Lab.  
**Fluoride in System- Monthly Average** .65 mg/l Polk City Lab.
- **Chlorine Free At Plant- Monthly Average** 1.29 mg/l Polk City Lab.  
**Chlorine Total at plant- Monthly Average** 2.92 mg/l Polk City Lab.  
**Chlorine Free in System- Monthly Average** .58 mg/l Polk City Lab.  
**Chlorine Total in System- Monthly Average** 1.09 mg/l Polk City Lab.  
Chlorine requirement is the quantity of chlorine that must be added to H2O to achieve complete disinfection of pathogens and protozoa. Chlorine residuals will vary widely depending on organic loading. We also use chlorine to oxidize iron prior to filtration.
- **Iron Raw Water- Monthly Average** 5.96 mg/l Polk City Lab.  
**Iron Finish Water- Monthly Average** .07 mg/l Polk City Lab.  
**Iron System Water- Monthly Average** .06 mg/l Polk City Lab.  
Iron occurs in rocks and minerals in the earth's crust. It's the 4<sup>th</sup> most abundant element respectively. Iron has no effect on human health; its main objection is aesthetics. Concentrations of Iron in finish H2O should be between 0.03-0.06mg/l.
- **Manganese Raw Water- Monthly Average** 0.283 mg/l Polk City Lab.  
**Manganese Finish Water- Monthly Average** 0.157 mg/l Polk City Lab.  
**Manganese System Water- Monthly Average** 0.082 mg/l Polk City Lab.  
Manganese also occurs in rocks and the earth's crust. It is the 7<sup>th</sup> most abundant element. Manganese is extremely difficult to remove. Concentrations of Manganese in finish H2O should not exceed 0.05mg/l or black staining of plumbing fixtures may occur. No effect on human health.
- **pH Raw Water Monthly Average** 7.5 mg/l Polk City Lab.  
**pH Finish Water-Monthly Average** 7.5 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 \_\_\_\_\_



# Polk City Police Department

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

Polk City, Iowa 50226

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

***Service Integrity Respect Quality***

To: Honorable Mayor and Council Members

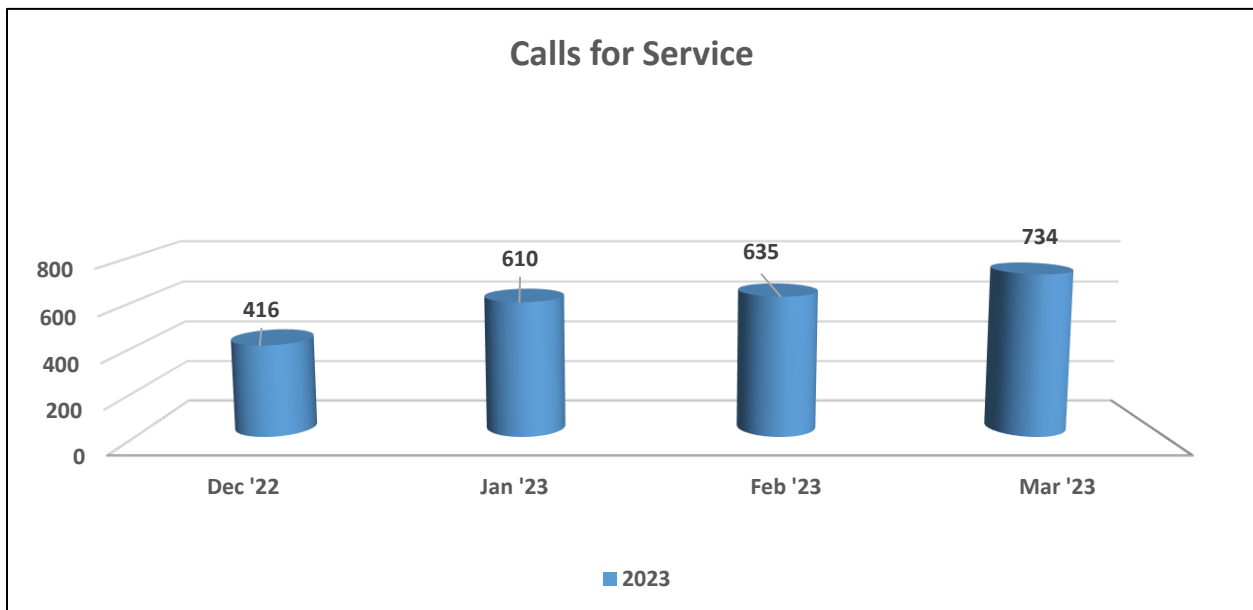
From: Lieutenant Aswegan

Date: April 10th, 2023

Re: March 2023 Monthly Report

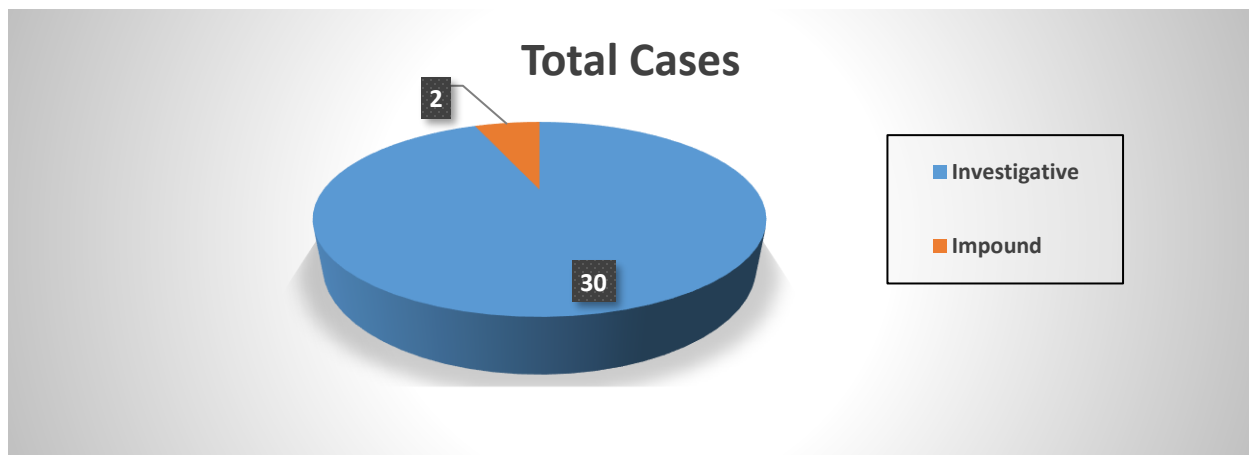
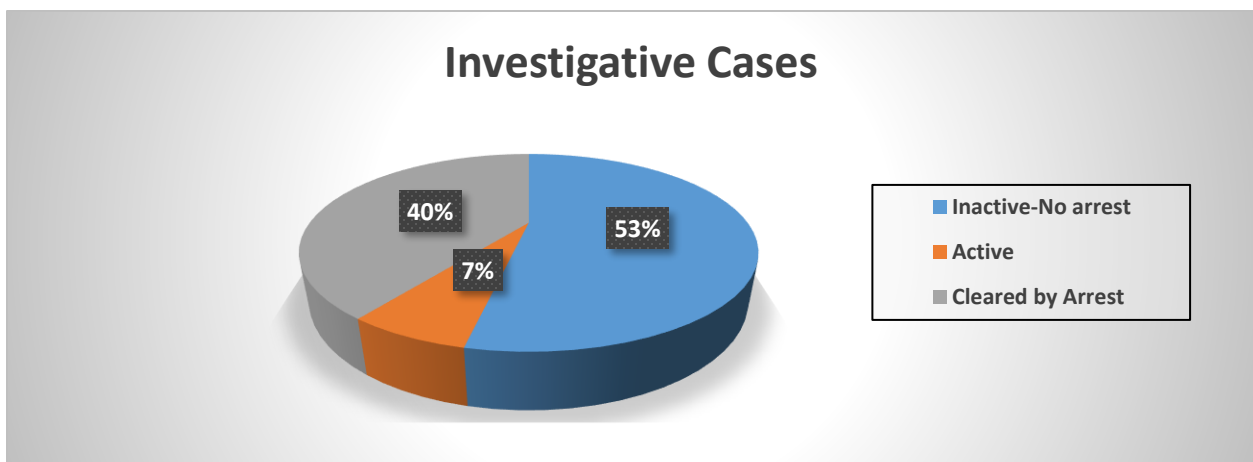
## Calls for Service

The total calls for service for the month of March were **734**. This includes response to citizen complaints/reports, assists, self-initiated activities such as traffic stops, building checks, suspicious persons, and case follow up. Among these calls for service Polk City Officers conducted **235** traffic stops.



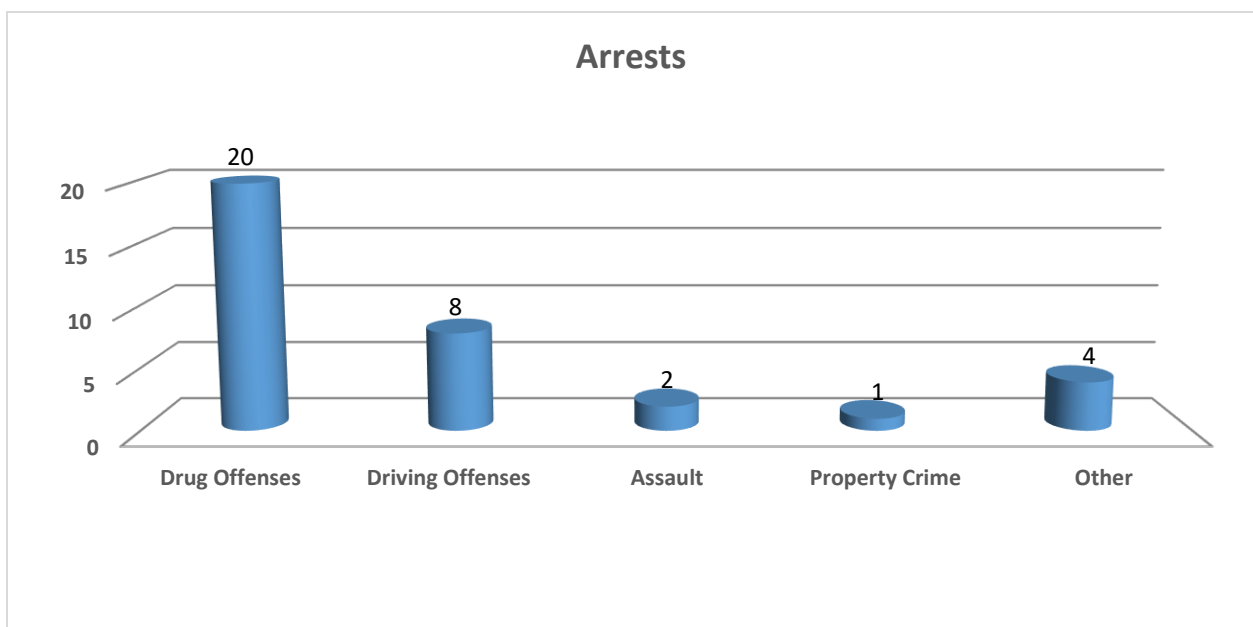
## Cases Made

The Police Department had **32** total cases during the month of March. **32** of the cases were investigative incident reports and **2** were for vehicle impounds. There are **2** active investigations this month. There was a **40%** rate of cases cleared by arrest, for investigative cases in March.



## Arrests Made

The Police Department made **35** arrests and issued **61** citations and **197** warnings. The arrests consisted of **8** driving related offenses, **20** drug related offenses, **2** Assaults, and **4** for miscellaneous offenses including a warrant arrest, providing false information and interference with official acts.



## Notable Incidents

### 23-0082

An investigation originating back to December into narcotics activity occurring in the 300 block of East Van Dorn Street was concluded on March 7<sup>th</sup>.

Officers executed a traffic stop on a



vehicle resulting in the apprehension of a 54-year-old Des Moines man on multiple drug charges. The department executed a search warrant the following day on a residence in the 300 block of East Van Dorn Street resulting in a 38 year old Polk City woman and a 66 year old Altoona man also being arrested on multiple drug charges. Additional arrest warrants were filed on a 48 year old Des Moines woman who is allegedly involved in the drug offenses. All arrested subjects in this case were booked into the Polk County jail. In total, 20 criminal charges were filed in this case. The efforts of the investigating officers effectively ended a narcotics trafficking operation occurring in Polk City and the surrounding areas.

### **23-0093**

On March 13<sup>th</sup>, a 50 year old Polk City man came to the Police Department to get his vehicle out of impound. The man was intoxicated, and an investigation revealed he had driven to the police department while intoxicated. The man was arrested and charged with Operating While Intoxicated-1<sup>st</sup> Offense.

### **23-0105**

On March 26<sup>th</sup>, a Polk City Police Officer was dispatched to Sandpiper Apartments for a welfare check of a subject in a vehicle. An investigation revealed that the 26 year old Mitchellville man was intoxicated and had driven to the apartment parking lot while intoxicated before falling asleep in the driver's seat. The man was arrested and charged with Operating While Intoxicated. He was additionally charged with Interference with Official Acts due to his combative behavior with the officer.



## **Officer Training**

Officer Sherman attended Active Shooter Response Instructor Course in March. The 40 hour course is sponsored by Texas State University. The training teaches updated tactical response to active shooters and trains the students how to train their respective departments. Officer Sherman will be implementing this training in the department's in-service training program in the future.

## **In-Service Training**

March in-service training was originally scheduled for March 7<sup>th</sup>, however, it had to be cancelled due to priority investigations. The department staff will pick up in April with in-service training. Officers conducted ongoing training with Police Legal Science in March.

Aicher 18  
Delaney 2  
Blaha-Polson 0  
Sherman 42  
Whipple 1  
Aswegan 1  
Siepker 0

**Total Training Hours: 64**

## K9 Program

Polk City PD K9 Team, Officer Aicher and Eudoris, logged 16 hours of training in March. Training was on narcotics detection, article searching, and subject apprehension.

Eudoris was deployed 2 times in March. Both deployments were for narcotics detection.

On March 6<sup>th</sup>, Eudoris was deployed on a vehicle in support of an officer's investigation into narcotics activity.

Eudoris alerted to the odor of drugs in the vehicle. A search resulted in the seizure of a user amount of marijuana and some drug paraphernalia.

On March 27<sup>th</sup> and 28<sup>th</sup>, Officer Aicher and K9 Eudoris recertified with the United States Police Canine Association (USPCA).





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

# **Monthly Finance Report**

## **March 2023**

**Prepared By:**

**Jenny Coffin**  
**City Clerk/Treasurer**

ACCOUNT TITLE	LAST REPORT END BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILILTY	ENDING BALANCE
001 GENERAL	3,510,060.60	109,421.33	266,228.64	6.97	3,353,260.26
110 ROAD USE	513,228.77	36,772.12	28,989.90	2.64	521,013.63
111 I-JOBS	.00	.00	.00	.00	.00
121 LOCAL OPTION SALES TAX	1,902,458.97	89,852.51	.00	.00	1,992,311.48
125 TIF	426,384.19	6,015.64	.00	.00	432,399.83
135 L.M.I	1,169,857.94	.00	2,448.00	.00	1,167,409.94
167 PC COMM. LIB TRUST	11,789.34	.00	.00	.00	11,789.34
177 ASSET FORFEITURE	1,685.81	17,031.00	.00	.00	18,716.81
200 DEBT SERVICE	144,120.51	11,880.00	.00	.00	156,000.51
301 CITY FACILITIES TOTAL	4,536,480.64	62,249.00	20,458.31	.00	4,578,271.33
302 CAPITAL WATER PROJECT	570,067.60	43,212.00	34,712.00	.00	578,567.60
303 CAPITAL EQUIPMENT/VEHIC	199,871.46-	26,690.00	47,181.24	.00	220,362.70-
304 FOUR SEASONS PUB IMPROV	32,992.00	.00	.00	.00	32,992.00
305 NORTHSIDE DRIVE PROJECT	.00	.00	.00	.00	.00
306 TRAIL PROJECTS	.00	.00	.00	.00	.00
307 STREET PROJECTS	.00	.00	.00	.00	.00
600 WATER	1,738,995.16	83,166.97	80,637.50	2.64	1,741,527.27
610 SEWER	1,286,207.13	142,107.54	71,896.77	2.66	1,356,420.56
670 SOLID WASTE/RECYCLING	27,516.95	32,351.22	22,984.10	.00	36,884.07
740 STORM WATER UTILITY	160,207.26	8,696.47	.00	.00	168,903.73
920 ESCROW	.00	.00	.00	.00	.00
Report Total	15,832,181.41	669,445.80	575,536.46	14.91	15,926,105.66

**BANK CASH REPORT  
2023**

FUND	BANK NAME GL NAME	FEBRUARY CASH BALANCE	MARCH RECEIPTS	MARCH DISBURSMENTS	MARCH CASH BALANCE	OUTSTANDING TRANSACTIONS	MAR BANK BALANCE
<b>Grinnell State Bank BK#1</b>							
BANK	Grinnell State Bank BK#1						11,019,204.82
001	CHECKING - GENERAL	659,801.27-	112,160.73	269,241.88	816,882.42-	52,992.50	
110	CHECKING - ROAD USE	513,228.77	36,772.12	28,987.26	521,013.63	10,598.80	
111	CHECKING - I-JOBS	0.00	0.00	0.00	0.00		
112	CHECKING - EMPLOYEE BENEFIT	0.00	0.00	0.00	0.00		
121	CHECKING - LOCAL OPTION	1,902,458.97	89,852.51	0.00	1,992,311.48		
125	CHECKING - TIF	426,384.19	6,015.64	0.00	432,399.83		
135	CHECKING - L.M.I.	450,815.08	0.00	2,448.00	448,367.08	1,823.00	
167	CHECKING - PC COMM. LIB TRUST	11,789.34	0.00	0.00	11,789.34		
177	CHECKING - FORFEITURE	1,685.81	17,031.00	0.00	18,716.81		
200	CHECKING - DEBT SERVICE	144,120.51	11,880.00	0.00	156,000.51		
301	CHECKING - CAPITAL PROJECT	4,536,480.64	62,249.00	20,458.31	4,578,271.33	20,458.31	
302	CHECKING - CAPITAL WATER PROJ	570,067.60	43,212.00	34,712.00	578,567.60	34,712.00	
303	CHECKING - CAP EQUIP/VEHICLE	199,871.46-	26,690.00	47,181.24	220,362.70-		
304	CHECKING	32,992.00	0.00	0.00	32,992.00		
305	CHECKING	0.00	0.00	0.00	0.00		
306	CHECKING	0.00	0.00	0.00	0.00		
307	CHECKING	0.00	0.00	0.00	0.00		
600	CHECKING - WATER UTILITY	1,738,994.16	93,548.59	91,016.48	1,741,526.27	20,766.94	
610	CHECKING - SEWER UTILITY	1,286,206.13	143,197.91	72,984.48	1,356,419.56	9,840.39	
670	CHECKING-SOLID WASTE/RECYCLING	27,516.95	32,485.83	23,118.71	36,884.07	22,984.10	
740	CHECKING	160,207.26	8,741.56	45.09	168,903.73		
920	CHECKING - ESCROW BANK ACCOUNT	0.00	0.00	0.00	0.00		
	PENDING CREDIT-CARD DEPOSITS					191,889.34	
<b>Grinnell State Bank TOTALS</b>		<b>10,943,274.68</b>	<b>683,836.89</b>	<b>590,193.45</b>	<b>11,036,918.12</b>	<b>17,713.30-</b>	<b>11,019,204.82</b>
<b>LUANA SAV. BK MM BK#2</b>							
BANK	LUANA SAV. BK MM BK#2						78,507.60
001	Luana Savings Bank - M.M. Acco	640,728.22-	193.96	0.00	640,534.26-		
135	Luana Money Market Account	719,041.86	0.00	0.00	719,041.86		
<b>LUANA SAV. BK MM TOTALS</b>		<b>78,313.64</b>	<b>193.96</b>	<b>0.00</b>	<b>78,507.60</b>	<b>0.00</b>	<b>78,507.60</b>
<b>GRINNELL STATE BK- C.D. BK#3</b>							
BANK	GRINNELL STATE BK- C.D. BK#3						1,550,000.00
001	GRINNELL STATE BANK CD	0.00	1,550,000.00	0.00	1,550,000.00		
<b>GRINNELL STATE BK- C.D. TOTALS</b>		<b>0.00</b>	<b>1,550,000.00</b>	<b>0.00</b>	<b>1,550,000.00</b>	<b>0.00</b>	<b>1,550,000.00</b>
<b>GRINNELL STATE BK-MM BK#4</b>							
BANK	GRINNELL STATE BK-MM BK#4						10,240.94
001	SUPER MONEY MKT II	1,560,154.09	86.85	1,550,000.00	10,240.94		
<b>GRINNELL STATE BK-MM TOTALS</b>		<b>1,560,154.09</b>	<b>86.85</b>	<b>1,550,000.00</b>	<b>10,240.94</b>	<b>0.00</b>	<b>10,240.94</b>

**BANK CASH REPORT  
2023**

BANK NAME FUND GL NAME	FEBRUARY CASH BALANCE	MARCH RECEIPTS	MARCH DISBURSMENTS	MARCH CASH BALANCE	OUTSTANDING TRANSACTIONS	MAR BANK BALANCE
LUANA SAVINGS BANK CD BK#6						
BANK LUANA SAVINGS BANK CD BK#6 001 LUANA BANK C.D.-1.85%	3,250,000.00	0.00	0.00	3,250,000.00		3,250,000.00
LUANA SAVINGS BANK CD TOTALS	3,250,000.00	0.00	0.00	3,250,000.00	0.00	3,250,000.00
<b>TOTAL OF ALL BANKS</b>	<b>15,831,742.41</b>	<b>2,234,117.70</b>	<b>2,140,193.45</b>	<b>15,925,666.66</b>	<b>17,713.30-</b>	<b>15,907,953.36</b>

**BUDGET REPORT**  
**CALENDAR 3/2023, FISCAL 9/2023**

PCT OF FISCAL YTD 75.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	GENERAL TOTAL	4,214,434.00	266,228.64	2,987,655.14	70.89	1,226,778.86
	ROAD USE TOTAL	699,950.00	28,989.90	343,918.89	49.13	356,031.11
	LOCAL OPTION SALES TAX TOTAL	940,000.00	.00	.00	.00	940,000.00
	TIF TOTAL	534,409.00	.00	198,649.82	37.17	335,759.18
	L.M.I TOTAL	60,000.00	2,448.00	37,152.77	61.92	22,847.23
	PC COMM. LIB TRUST TOTAL	.00	.00	2,550.00	.00	2,550.00-
	DEBT SERVICE TOTAL	932,930.00	.00	176,359.17	18.90	756,570.83
	CITY FACILITIES TOTAL TOTAL	4,052,000.00	20,458.31	2,095,506.15	51.72	1,956,493.85
	CAPITAL WATER PROJECT TOTAL	100,000.00	34,712.00	76,612.00	76.61	23,388.00
	CAPITAL EQUIPMENT/VEHICLE TOTA	819,750.00	47,181.24	518,086.60	63.20	301,663.40
	FOUR SEASONS PUB IMPROVEM TOTA	.00	.00	3,000.00	.00	3,000.00-
	WATER TOTAL	1,716,828.00	80,637.50	1,099,521.44	64.04	617,306.56
	SEWER TOTAL	2,238,551.00	71,896.77	1,460,355.42	65.24	778,195.58
	SOLID WASTE/RECYCLING TOTAL	401,000.00	22,984.10	284,122.85	70.85	116,877.15
	STORM WATER UTILITY TOTAL	125,000.00	.00	1,300.00	1.04	123,700.00
	TOTAL EXPENSES BY FUND	=====	=====	=====	=====	=====
		16,834,852.00	575,536.46	9,284,790.25	55.15	7,550,061.75
		=====	=====	=====	=====	=====

**BUDGET REPORT**  
**CALENDAR 3/2023, FISCAL 9/2023**

PCT OF FISCAL YTD 75.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	POLICE TOTAL	1,142,326.00	81,193.36	874,320.98	76.54	268,005.02
	CIVIL DEFENSE TOTAL	31,500.00	105.62	4,486.63	14.24	27,013.37
	FIRE TOTAL	873,450.00	81,892.68	667,538.30	76.43	205,911.70
	BUILDING/HOUSING TOTAL	548,500.00	11,045.82	266,708.30	48.63	281,791.70
	DOG CONTROL TOTAL	5,100.00	.00	3,787.74	74.27	1,312.26
	<b>PUBLIC SAFETY TOTAL</b>	<b>2,600,876.00</b>	<b>174,237.48</b>	<b>1,816,841.95</b>	<b>69.86</b>	<b>784,034.05</b>
	ROAD USE TOTAL	692,318.00	35,238.68	419,287.08	60.56	273,030.92
	STREET LIGHTING TOTAL	60,000.00	5,142.69	46,053.17	76.76	13,946.83
	<b>PUBLIC WORKS TOTAL</b>	<b>752,318.00</b>	<b>40,381.37</b>	<b>465,340.25</b>	<b>61.85</b>	<b>286,977.75</b>
	ENV.HEALTH SERVICES TOTAL	2,000.00	.00	.00	.00	2,000.00
	<b>HEALTH &amp; SOCIAL SERVICES TOTA</b>	<b>2,000.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>2,000.00</b>
	LIBRARY TOTAL	422,760.00	31,590.99	310,124.38	73.36	112,635.62
	PARKS TOTAL	404,645.00	11,758.84	262,395.07	64.85	142,249.93
	COMMUNITY CENTER TOTAL	15,600.00	247.88	5,289.61	33.91	10,310.39
	<b>CULTURE &amp; RECREATION TOTAL</b>	<b>843,005.00</b>	<b>43,597.71</b>	<b>577,809.06</b>	<b>68.54</b>	<b>265,195.94</b>
	TIF/ECON DEV TOTAL	416,009.00	2,448.00	235,802.59	56.68	180,206.41
	<b>COMMUNITY &amp; ECONOMIC DEV TOTA</b>	<b>416,009.00</b>	<b>2,448.00</b>	<b>235,802.59</b>	<b>56.68</b>	<b>180,206.41</b>
	MAYOR COUNCIL TOTAL	97,038.00	4,657.05	78,580.03	80.98	18,457.97
	POLICY ADMINISTRATION TOTAL	156,247.00	13,350.66	105,071.21	67.25	51,175.79
	CITY ATTORNEY TOTAL	60,500.00	5,510.00	51,064.43	84.40	9,435.57
	CITY HALL TOTAL	129,600.00	10,509.27	103,050.52	79.51	26,549.48
	OTHER CITY GOVERNMENT TOTAL	157,800.00	2,975.00	136,366.58	86.42	21,433.42
	<b>GENERAL GOVERNMENT TOTAL</b>	<b>601,185.00</b>	<b>37,001.98</b>	<b>474,132.77</b>	<b>78.87</b>	<b>127,052.23</b>
	DEBT SERVICE TOTAL	932,930.00	.00	176,359.17	18.90	756,570.83
	<b>DEBT SERVICE TOTAL</b>	<b>932,930.00</b>	<b>.00</b>	<b>176,359.17</b>	<b>18.90</b>	<b>756,570.83</b>
	POLICE TOTAL	159,250.00	3,053.76	148,578.43	93.30	10,671.57
	FIRE TOTAL	315,500.00	.00	288,739.89	91.52	26,760.11
	BUILDING/HOUSING TOTAL	.00	.00	3,000.00	.00	3,000.00-
	OTHER PUBLIC WORKS TOTAL	345,000.00	44,127.48	80,768.28	23.41	264,231.72
	CAPITAL IMPROVEMENT TOTAL	4,052,000.00	20,458.31	2,095,506.15	51.72	1,956,493.85



**BUDGET REPORT**  
**CALENDAR 3/2023, FISCAL 9/2023**

PCT OF FISCAL YTD 75.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	WATER UTILITY TOTAL	100,000.00	34,712.00	76,612.00	76.61	23,388.00
	CAPITAL PROJECTS TOTAL	4,971,750.00	102,351.55	2,693,204.75	54.17	2,278,545.25
	WATER UTILITY TOTAL	1,367,950.00	80,637.50	1,099,521.44	80.38	268,428.56
	SEWER UTILITY TOTAL	2,058,551.00	71,896.77	1,460,355.42	70.94	598,195.58
	RECYCLING TOTAL	401,000.00	22,984.10	284,122.85	70.85	116,877.15
	STORM WATER TOTAL	125,000.00	.00	1,300.00	1.04	123,700.00
	ENTERPRISE FUNDS TOTAL	3,952,501.00	175,518.37	2,845,299.71	71.99	1,107,201.29
	TRANSFER TOTAL	1,762,278.00	.00	.00	.00	1,762,278.00
	TRANSFER OUT TOTAL	1,762,278.00	.00	.00	.00	1,762,278.00
	TOTAL EXPENSES	16,834,852.00	575,536.46	9,284,790.25	55.15	7,550,061.75

**REVENUE REPORT**  
**CALENDAR 3/2023, FISCAL 9/2023**

PCT OF FISCAL YTD 75.0%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	4,242,778.00	109,421.33	2,439,501.54	57.50	1,803,276.46
	ROAD USE TOTAL	700,000.00	36,772.12	546,312.86	78.04	153,687.14
	LOCAL OPTION SALES TAX TOTAL	940,000.00	89,852.51	868,457.71	92.39	71,542.29
	TIF TOTAL	534,409.00	6,015.64	327,450.89	61.27	206,958.11
	L.M.I TOTAL	118,400.00	.00	33,845.94	28.59	84,554.06
	PC COMM. LIB TRUST TOTAL	.00	.00	215.00	.00	215.00-
	ASSET FORFEITURE TOTAL	.00	17,031.00	17,031.00	.00	17,031.00-
	DEBT SERVICE TOTAL	932,930.00	11,880.00	342,548.61	36.72	590,381.39
	CITY FACILITIES TOTAL TOTAL	3,490,000.00	62,249.00	62,249.00	1.78	3,427,751.00
	CAPITAL WATER PROJECT TOTAL	470,000.00	43,212.00	414,103.66	88.11	55,896.34
	CAPITAL EQUIPMENT/VEHICLE TOTA	605,750.00	26,690.00	117,966.92	19.47	487,783.08
	FOUR SEASONS PUB IMPROVEM TOTA	.00	.00	17,992.00	.00	17,992.00-
	WATER TOTAL	1,639,100.00	83,166.97	1,287,347.45	78.54	351,752.55

**REVENUE REPORT**  
**CALENDAR 3/2023, FISCAL 9/2023**

PCT OF FISCAL YTD 75.0%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	SEWER TOTAL	1,909,000.00	142,107.54	1,390,696.85	72.85	518,303.15
	SOLID WASTE/RECYCLING TOTAL	401,000.00	32,351.22	283,997.94	70.82	117,002.06
	STORM WATER UTILITY TOTAL	115,000.00	8,696.47	71,441.70	62.12	43,558.30
	TOTAL REVENUE BY FUND	16,098,367.00	669,445.80	8,221,159.07	51.07	7,877,207.93

**BALANCE SHEET  
CALENDAR 3/2023, FISCAL 9/2023**

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1110	CHECKING - GENERAL	157,081.15-	816,882.42-
001-000-1725	ACCUM.DEPR. - LIBRARY BLDG	.00	.00
001-000-1745	ACCUM.DEPR. - PWD EQUIPMENT	.00	.00
001-000-1755	ACCUM.DEPR. - POLICE	.00	.00
001-000-1756	ACCUM.DEPR. - FIRE DEPT.	.00	.00
001-000-1805	ACCUM.DEPR. - SIDEWALKS	.00	.00
001-000-1806	ACCUM.DEPR.- PARKER BLVD	.00	.00
110-000-1110	CHECKING - ROAD USE	7,784.86	521,013.63
111-000-1110	CHECKING - I-JOBS	.00	.00
121-000-1110	CHECKING - LOCAL OPTION	89,852.51	1,992,311.48
125-000-1110	CHECKING - TIF	6,015.64	432,399.83
135-000-1110	CHECKING - L.M.I.	2,448.00-	448,367.08
167-000-1110	CHECKING - PC COMM. LIB TRUST	.00	11,789.34
177-000-1110	CHECKING - FORFEITURE	17,031.00	18,716.81
200-000-1110	CHECKING - DEBT SERVICE	11,880.00	156,000.51
301-000-1110	CHECKING - CAPITAL PROJECT	41,790.69	4,578,271.33
302-000-1110	CHECKING - CAPITAL WATER PROJ	8,500.00	578,567.60
303-000-1110	CHECKING - CAP EQUIP/VEHICLE	20,491.24-	220,362.70-
304-000-1110	CHECKING	.00	32,992.00
305-000-1110	CHECKING	.00	.00
306-000-1110	CHECKING	.00	.00
307-000-1110	CHECKING	.00	.00
600-000-1110	CHECKING - WATER UTILITY	2,532.11	1,741,526.27
600-000-1805	ACCUM. DEPR. - WATER	.00	.00
610-000-1110	CHECKING - SEWER UTILITY	70,213.43	1,356,419.56
610-000-1805	ACCUM. DEPR. - SEWER	.00	.00
670-000-1110	CHECKING-SOLID WASTE/RECYCLING	9,367.12	36,884.07
740-000-1110	CHECKING	8,696.47	168,903.73
920-000-1110	CHECKING - ESCROW BANK ACCOUNT	.00	.00
	CHECKING TOTAL	93,643.44	11,036,918.12
600-000-1111	WAT.SINKING/CKG	.00	.00
610-000-1111	SEWER SINKING FUND	.00	.00
	WATER SINKING TOTAL	.00	.00
600-000-1112	WATER TRUST CHECKING	.00	.00
610-000-1112	SEW.IMPR.CHECKING	.00	.00
	CHECKING TOTAL	.00	.00
600-000-1113	WAT.IMPR/CHECKING	.00	.00
610-000-1113	79 SANITARY SEWER DISTRICT	.00	.00
	CHECKING TOTAL	.00	.00

**BALANCE SHEET**  
**CALENDAR 3/2023, FISCAL 9/2023**

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
600-000-1115	Water Holding Account	.00	.00
	TOTAL	.00	.00
001-000-1120	LIBR.PETTY CASH	.00	35.00
600-000-1120	WATER PETTY CASH	.00	.00
	PETTY CASH TOTAL	.00	35.00
001-000-1121	GENERAL PETTY CASH	.00	100.00
	PETTY CASH TOTAL	.00	100.00
001-000-1122	PETTY CASH-POLICE	.00	300.00
	PETTY CASH-POLICE TOTAL	.00	300.00
001-000-1150	GENERAL RESERVE IPAIT A/C	.00	1.00
125-000-1150	TIF RESERVE IPAIT A/C	.00	.00
135-000-1150	LMI - IPAIT Account	.00	1.00
200-000-1150	DEBT/TIF/CHECKING	.00	.00
301-000-1150	TIF SPECIAL REVENUES	.00	.00
600-000-1150	WATER FUND IPAIT A/C	.00	1.00
610-000-1150	SEWER FUND IPAIT A/C	.00	1.00
	CHECKING TOTAL	.00	4.00
001-000-1151	GENERAL INVESTMENT	.00	.00
600-000-1151	WATER RESERVE INVESTMENT	.00	.00
610-000-1151	Sewer Fund CD	.00	.00
	SAVINGS TOTAL	.00	.00
600-000-1152	WATER TRUST INVESTMT.	.00	.00
	WATER TRUST INVESTMENT TOTAL	.00	.00
001-000-1160	SUPER MONEY MKT II	1,549,913.15-	10,240.94
110-000-1160	SAVINGS	.00	.00
125-000-1160	SAVINGS	.00	.00
	SUPER MONEY MKT II TOTAL	1,549,913.15-	10,240.94

**BALANCE SHEET**  
**CALENDAR 3/2023, FISCAL 9/2023**

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1161	GRINNELL STATE BANK CD	1,550,000.00	1,550,000.00
610-000-1161	Polk County Bank CD	.00	.00
	GRINNELL STATE BANK CD TOTAL	1,550,000.00	1,550,000.00
001-000-1162	LUANA BANK C.D. -1.85%	.00	3,250,000.00
	TOTAL	.00	3,250,000.00
001-000-1163	Luana Savings Bank - M.M. Acco	193.96	640,534.26
135-000-1163	Luana Money Market Account	.00	719,041.86
600-000-1163	Luana Money Market Account	.00	.00
610-000-1163	Luana Money Market Account	.00	.00
	LUANA MONEY MARKET TOTAL	193.96	78,507.60
600-000-1220	ACCOUNTS RECEIVABLE	.00	.00
610-000-1220	ACCOUNTS RECEIVABLE	.00	.00
	TOTAL	.00	.00
	TOTAL CASH	93,924.25	15,926,105.66



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

**Date:** April 24, 2023 City Council Meeting  
**To:** Mayor Steve Karsjen & City Council  
**From:** Chelsea Huisman, City Manager  
**Subject:** Setting public hearing for development agreement

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**BACKGROUND:** On Monday the City Council will set a public hearing for a development agreement with Antler Ridge LLC for upsizing a sanitary sewer main through the development.

City staff have been working with Antler Ridge LLC (Previously the Snetselaar subdivision) to upsize the sanitary sewer main through the subdivision. The upsizing of the main from 8" to 15" will allow for future extension of the trunk sewer to service south of Highway 415. In October 2022, the City Council approved the construction drawings for Antler Ridge LLC contingent on a development agreement for the sanitary sewer. We have been negotiating the terms of the development agreement since that time.

The proposed terms of the development agreement include:

1. Payment of \$450,000 out of the sanitary sewer fund
2. A credit for \$112,500 for the East Southside Drive trunk sanitary sewer connection fee

**ALTERNATIVES:** Do not set the public hearing

**FINANCIAL CONSIDERATIONS:** The financial considerations for this development agreement are a total of \$562,500; \$450,000 cash and \$112,500 credit. The upsizing of this sanitary sewer trunk is important to the future service area south of Highway 415. It is also a less expensive alternative to a possible future lift station in this service area.

**RECOMMENDATION:** It is my recommendation that the Council set the public hearing for the development agreement for Monday, May 8<sup>th</sup> at 6pm.

**NOTICE OF HEARING ON DEVELOPMENT  
AGREEMENT WITH ANTLER RIDGE, LLC  
FOR THE DEVELOPMENT OF SANITARY  
SEWER PROJECT.**

TO: ALL CITIZENS AND ALL PARTIES IN INTEREST WHO, UNDER THE PROVISIONS OF THE IOWA CODE, AND UNDER THE ORDINANCES OF THE CITY OF POLK CITY, IOWA, MAY BE ENTITLED TO NOTICE OF DEVELOPMENT AGREEMENT WITH ANTLER RIDGE, LLC, AND TO ALL OTHER PERSONS WHO MAY BE AFFECTED BY OR INTERESTED IN SUCH PROPOSAL.

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NOTICE IS HEREBY GIVEN that, on the 8 day of May 2023, at 6:00 P.M., in the Council Chamber, City Hall, 112 S 3rd St, Polk City, Iowa, a public hearing will be held by the City Council for the purpose of considering a proposed Development Agreement by and between the City of Polk City and Antler Ridge, LLC.

FOR FURTHER INFORMATION, you may obtain a copy of the proposed Agreement at the City Clerk's office, City Hall, Polk City, Iowa,

YOU ARE FURTHER AND SPECIFICALLY NOTIFIED that the said Agreement will be presented for hearing before the City Council at the time and place aforesaid, and that at such time and place, all parties in interest and citizens shall have an opportunity to be heard.

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Steve Karsjen, Mayor

ATTEST:

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Jenny Coffin, City Clerk



**RESOLUTION NO. 2023-58**

**RESOLUTION SETTING A PUBLIC HEARING  
REGARDING DEVELOPMENT AGREEMENT WITH  
ANTLER RIDGE, LLC FOR THE DEVELOPMENT OF  
SANITARY SEWER PROJECT.**

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

A public hearing is hereby set for 6:00 p.m. on the 8 day of May 2023, at the City Council Chambers, City Hall, 112 S 3rd St, Polk City, Iowa, on a proposal to enter into a Development Agreement by and between the City of Polk City and Antler Ridge, LLC. The City Clerk shall publish notice of such hearing at the time and in the manner required by law.

**PASSED AND APPROVED** at Polk City, Iowa, this 24 day of April 2023.

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Steve Karsjen, Mayor

ATTEST:

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Jenny Coffin, City Clerk

## DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Polk City, Iowa (the “City”) and Antler Ridge, LLC (the “Developer”) as of the \_\_\_\_ day of \_\_\_\_\_, 2023 (the “Commencement Date”).

WHEREAS, the Developer owns certain property in the City, and the Developer has proposed to undertake the development of a residential subdivision on such property and the construction of certain public infrastructure improvements in connection therewith including the installation of an over depth, upsized sanitary sewer (the “Sanitary Sewer Project”); and

WHEREAS, the City Council is willing to provide an economic development grant (the “Grant”) to the Developer in order to assist in paying the costs of the Sanitary Sewer Project; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

### **A. Developer’s Covenants:**

**1. Construction of Sanitary Sewer Project.** The Developer agrees to cause the construction of the Sanitary Sewer Project in accordance with the timelines and specifications set forth in Exhibit A hereto. Prior to constructing the Sanitary Sewer Project, the Developer will submit copies of all engineering documents related to the proposed Sanitary Sewer Project to the City for review. The City may request reasonable changes in such documents, to ensure compliance with any applicable ordinances or regulations.

The City shall retain all rights to inspect each of the completed Sanitary Sewer Project for quality of work and full compliance with City Code. Nothing in this subsection shall be interpreted as limiting the City’s rights to not accept the work if the Sanitary Sewer, is not completed to the satisfaction of the City.

Upon completion of each of the Sanitary Sewer Project, provided that (i) such improvements are of the type ordinarily dedicated to the City; (ii) the City confirms to the Developer in writing that such completed improvements meet City requirements; and (iii) the City accepts such Sanitary Sewer Project, in accordance with State law, the Developer will provide the City with either a deed or permanent easement to the improvements and related right-of-way comprising the Sanitary Sewer Project, which shall thereafter be maintained by the City.

**2. Economic Development Grant Disbursement Requests and Project Costs Documentation.** The City agrees to reimburse the Developer for the extra cost of the Sanitary Sewer Project that is over and above a standard sanitary sewer required to serve this development. Based on cost opinions provided by Nilles Associates, Inc. the City’s cost share shall not exceed Four Hundred Fifty Thousand and No/100 Dollars (\$450,000.00). The Developer shall provide invoices with sufficient detail to substantiate actual construction costs and lien waivers to

demonstrate that contractors have been paid in full, provided that the reimbursement amount for each phase shall be pro-rated based on the length of the constructed sanitary sewer in relation to the entire length of the Sanitary Sewer Project..

The Developer agrees to make certain grant disbursement requests (each, a “Grant Disbursement Request”) to the City in accordance with this Section A.2. Each Grant Disbursement Request submitted under this Section A.2 shall be in the form attached hereto as Exhibit B.

Within thirty (30) days of completion of the Sanitary Sewer Project, the Developer agrees to submit a grant disbursement request (the “Sanitary Sewer Project Disbursement Request”) to the City.

Each Grant Disbursement Request shall be accompanied by documentation (the “Costs Documentation”) detailing the costs (the “Project Costs”) incurred in completion of the Sanitary Sewer Project, including invoices, and such other documentation as may reasonably be requested by the City, confirming that the Project Costs detailed in the Costs Documentation were in fact incurred in the construction of the Sanitary Sewer Project, and that such Project Costs are of an amount reasonably to have been expected with respect to such construction.

The Project Costs may include all costs relating to land acquisition, designing and constructing the Sanitary Sewer Project, landscaping and grading the Sanitary Sewer Project, interest expense and other costs of financing, and other reasonably related costs of carrying out the Sanitary Sewer Project.

**3. East Southside Drive Sewer Connection Fee and Payment by Developer.** The Developer is responsible for payment for the sanitary sewer connection fee for Lot 3 of Red Cedar Prairie Plat 1, to be paid at the time of final platting. This connection fee includes a fee in the amount of \$12,740 for the existing home on said lot and a fee in the amount of \$99,760 for new development on said lot.. However, the City agrees to credit the total amount of the East Southside Drive Sewer Connection fee in the amount of \$112,500 in consideration of the developer’s responsibility for design and construction of the Sanitary Sewer Project.

**3. Future Southeast Trunk Sewer Connection Fee District** The City intends to establish a connection fee to recover the above costs plus interest that will be shared by downstream properties on a per-acre basis. The preliminary estimate for the hook-up fee for Segment 1 only of the SE Trunk Sewer, which consists of all phases of the Antler Ridge Sanitary Sewer Project, to be paid by future developers of property within the Southeast Sanitary Sewer Service District is estimated to be approximately two thousand two hundred and No/100 Dollars (\$2,200.00) per acre. There shall be no connection fee for the Southeast Trunk Sewer attributed to the Antler Ridge subdivision as shown on the approved Preliminary Plat.

**4. Default Provisions.**

**A. Events of Default.** The following shall be “Events of Default” under this Agreement, and the term “Event of Default” shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- 1) Failure by the Developer to complete construction of the Sanitary Sewer Project pursuant to the terms and conditions of this Agreement.
- 2) Failure by the Developer to observe or perform any other material covenant on its part, to be observed or performed hereunder.

**B. Notice and Remedies.** Whenever any event of default described in this Agreement occurs, the City shall provide written notice to the Developer describing the cause of the default and the steps that must be taken by the Developer in order to cure the default. The Developer shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to City that the default will be cured as soon as reasonably possible. If the Developer fails to cure the default or provide assurances, the City shall then have the right to:

- 1) Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- 2) Withhold the Grant Disbursements provided for under Section B.2.

**B. City's Covenants:**

**1. Review of Grant Disbursement Requests and Costs Documentation.** The City public works and engineering personnel will review each Grant Disbursement Request upon receipt from the Developer. If the City staff determines that a Grant Disbursement Request satisfies the requirements of Section A.2 above, the City shall record a summary of the date, amount and nature of such costs (the "Accepted Projects Costs") on the Summary of Accepted Project Costs attached hereto as Exhibit C, and such summary shall be the official record of the Accepted Projects Costs for purposes of tallying the maximum amount of the Grant allowed to the Developer under this Agreement.

In the event that the City determines that a Grant Disbursement Request received from the Developer does not meet the requirements of Section A.2 above, the City shall notify the Developer within fifteen (15) days of such determination in order to allow an opportunity for the Developer to cure the noted deficiencies.

**2. Economic Development Grant.** The City hereby agrees to fund the Grant through a series of disbursements (the "Grant Disbursements" and, each, individually a "Grant Disbursement") to the Developer, in an aggregate maximum amount equal to the lesser of (i) the Accepted Project Costs, or (ii) Four Hundred Fifty Thousand and No/100 Dollars (\$450,000.00) provided the maximum reimbursement amount for each phase shall be pro-rated based on the length of the constructed sanitary sewer in relation to the entire length of the Sanitary Sewer Project., in accordance with this Section B..

Within thirty (30) days of receipt from the Developer of an acceptable Sanitary Sewer Project Disbursement Request, the City agrees to make a Grant Disbursement to the Developer in the amount of the Accepted Project Costs for such Sanitary Sewer Project.

**C. Administrative Provisions:**

**1. Assignment.** Neither party may cause this Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party.

2. **Successors.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. **Term.** The term (the “Term”) of this Agreement shall commence on the Commencement Date and end on the date on which the last Grant Disbursement is made by the City to the Developer under Section B.2 above.

4. **Choice of Law.** This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

The City and the Developer have caused this Agreement to be signed in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF POLK CITY, IOWA

By: \_\_\_\_\_  
Steve Karsjen, Mayor

Attest:

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

ANTLER RIDGE, LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

2. **Successors.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. **Term.** The term (the "Term") of this Agreement shall commence on the Commencement Date and end on the date on which the last Grant Disbursement is made by the City to the Developer under Section B.2 above.

4. **Choice of Law.** This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

The City and the Developer have caused this Agreement to be signed in their names and on their behalf by their duly authorized officers, all as of the day and date written above.


CITY OF POLK CITY, IOWA

By: \_\_\_\_\_  
Steve Karsjen, Mayor

Attest:

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

ANTLER RIDGE, LLC

By:  \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**  
**TIMELINE AND SPECIFICATIONS FOR SANITARY SEWER PROJECT**

The Antler Ridge Sanitary Trunk Sewer project comprises the sanitary trunk sewer as shown on Preliminary Plat approved by City Council on September 26, 2022; beginning at its connection to the existing E. Southside Drive and terminating at the south plat boundary line between Lots 54 and 55 as shown on said plat. The Antler Ridge Sanitary Trunk Sewer does not include lateral sanitary sewers intended to serve individual lots within Antler Ridge or Holly Woods.

The construction of all phases of the sanitary sewer project shall be in conformance the City of Polk City's Subdivision Ordinance, Statewide Urban Standards and Specifications (SUDAS), the Preliminary Plat approved by City Council on September 26, 2022, all applicable City Code requirements, and applicable Construction Drawings.

PHASE 1: The Construction Drawings for Antler Ridge Phase 1 Sanitary Trunk Sewer were approved by City Council on October 24, 2022. The developer intends to start construction of the Phase 1 public improvements in May, 2023 and complete construction by December 31, 2023. The Construction Drawings as approved on October 24, 2022 require all sanitary trunk sewer to be surcharged with five (5) feet of soil for a minimum of six (6) months prior to paving. The City agrees to replace the surcharge loading requirement for the sanitary trunk sewer with enhanced soil compaction efforts that will maximize soil consolidation and minimize the chances of trench settlement, local soil failures, and local pavement failures. As recommended by the developer's geotechnical engineer, the developer shall be required to meet 98% compaction and an allowable moisture content of -0/+4% of a modified proctor (ASTM D1557) for all sanitary trunk sewer. Prior to construction, the developer shall submit revised construction drawings for review and approval by the City Engineer, noting the enhanced compaction requirements, or shall perform surcharge loading as noted in the previously approved construction drawings.

ADDITIONAL PHASES: The developer will be responsible for submitting construction drawings prepared by a professional engineer licensed in the State of Iowa for review and approval by the City Engineer for conformance with the approved Preliminary Plat, Subdivision Ordinance, SUDAS and applicable City Standards. Such construction drawings shall be approved by the City Council of the City of Polk City prior to commencing construction. The developer intends to start construction of the Phase 2 improvements in the spring of 2024. Phase 2 construction, along with the remaining phase(s) of the Antler Ridge Sanitary Trunk Sewer shall be completed and ready for Council acceptance by December 31, 2025. In accordance with the Preliminary Plat , all phases of the sanitary trunk sewer shall be surcharged with five (5) feet of soil for a minimum of six (6) months prior to paving unless otherwise recommended by the City Engineer and approved by City Council.

**EXHIBIT B**  
**FORM OF GRANT DISBURSEMENT REQUEST**

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

Submitted by: \_\_\_\_\_

Contact information: \_\_\_\_\_

Grant Amount Requested \$ \_\_\_\_\_

Index of Invoices/Statements Attached to substantive request:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

I, the undersigned hereby certify that the costs shown on the documents referred in the index above are (i) legitimate costs reasonably incurred in the undertaking of the Sanitary Sewer Project; and (ii) distinct from and additional to all other costs previously associated with a prior grant request.

ANTLER RIDGE, LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

Reviewed and accepted by the City of Polk City, Iowa this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

By: \_\_\_\_\_  
City Manager







## City of Polk City, Iowa

### City Council Agenda Communication

**Date:** April 24, 2023  
**To:** Mayor, City Council, and City Manager  
**From:** Karla Hogrefe – Fire Chief  
**Subject:** New PT Hire Pay Rate Approval

---

**BACKGROUND:** We have the opportunity to hire a Part-Time Firefighter/Advanced EMT, Kristin Fox. Kristin has recently relocated from Virginia to Boone, IA. Kristin was on the volunteer fire department at Accomack County, VA. Kristin is passionate about Fire and EMS and is enrolled in Paramedic school at DMACC this fall. I believe she will be a good fit for the Polk City Fire Department.

**ALTERNATIVES:** None

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

**RECOMMENDATION:** To hire Kristin Fox with the listed stipulation(s) and request approval of the pay rate:

Kristin Fox, Firefighter/AEMT position at a rate of \$18.50 per hour.

## SITE PLAN REVIEW

Date: April 19, 2023

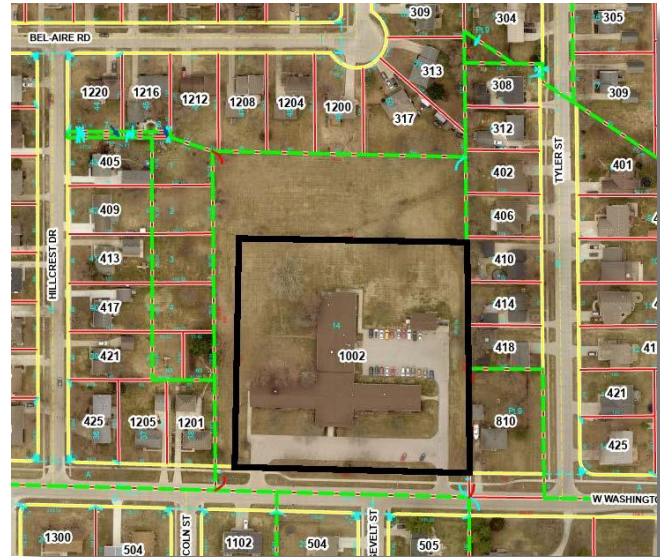
Prepared by: Kathleen Connor  
Travis Thornburgh, P.E.

Project: On With Life

Project No.: 123.0424.01

### GENERAL INFORMATION:

<b>Owner/ Applicant:</b>	On With Life, Inc.
<b>Requested Action:</b>	Approval of Site Plan
<b>Location</b>	1002 W. Washington St.
<b>Size:</b>	3.40 acres
<b>Zoning:</b>	R-2 Single Family Detached Residential
<b>Existing Use:</b>	Nursing and Rehabilitation Center
<b>Proposed Use:</b>	In-patient skilled Nursing Facility



### BACKGROUND:

The Polk City Nursing Home and Rehabilitation Center, outlined in black above, is located on a 3.4-acre parcel on W. Washington Street. The building was constructed in 1976 to serve approximately 66 residents.

The property is zoned C-1 Single-family Detached Residential, and the facility will continue to operate as an existing non-conforming use. The facility was purchased by One with Life, Inc. in October of 2022 for the purpose of renovating this facility for in-patient care. The applicant understands the property will need to be rezoned prior to increasing the size of the building.

Improvements to the exterior of the building include painting the mottled pink brick with two shades of tan. The white lap siding in the gables will be updated with green and brown cement board panels. The existing front door and all windows will be replaced with architectural windows. The columns on the front “porch” will be clad to provide an updated appearance. The storage building will be re-sided with cement board panels to coordinate with the main building.

Improvements also include renovation of the interior to include 20 single-occupancy rooms and 10 double-occupancy rooms, each room with a private bath and closet, for a total of occupancy of 40 residents. The facility includes a large dining/activity room, nursing stations, exam room, whirlpool room, offices, conference room, staff break room, kitchen, laundry rooms, storage, and mechanical rooms.

Site improvements include planting of additional buffer trees, installation of a larger fenced-in area with circular walking path on the northwest corner of the building, widening the driveway to the north parking area to allow two-way traffic to these parking stalls, addition of integral curb along the south perimeter of the existing parking lot, and installation of a grease interceptor and two new fire hydrants.

**REVIEW COMMENTS:** Pursuant to staff's review and P&Z's recommendations at their April meeting, all review comments have been addressed.

**RECOMMENDATION:**

Based on the satisfactory resolution of each of the foregoing review comments, we recommend P&Z approval of the Site Plan for On With Life, subject to the following:

1. Council approval of the Buffer Easement in conjunction with Site Plan.
2. The developer shall record the Buffer Easement and provide a recorded copy to the City Clerk prior to issuance of a Building Permit for On With Life.
3. Payment in full of all fees and professional billings.

**RESOLUTION NO. 2023-56**

**A RESOLUTION APPROVING THE SITE PLAN FOR  
ON WITH LIFE**

---

**WHEREAS**, On with Life, Inc, submitted a Site Plan for improvements to the building located at 1002 W Washington Street, Polk City, Iowa; and

**WHEREAS**, on April 17, 2023 the Polk City Planning & Zoning Commission met and recommended approval of the Site Plan, subject to completion of the City Engineer's review comments and recommendations being satisfactorily addressed; and

**WHEREAS**, the City Engineer has reviewed the Site Plan and accompanying documents including Buffer Easement and recommends Council approval.

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Polk City, Iowa hereby accepts the recommendations of the Planning and Zoning Commission, City Engineer and deems it appropriate to approve the Site Plan for On With Life.

**PASSED AND APPROVED** the 24 day April 2023.

---

Steve Karsjen, Mayor

ATTEST:

---

Jenny Coffin, City Clerk

**EXTERIOR MATERIAL LEGEND**

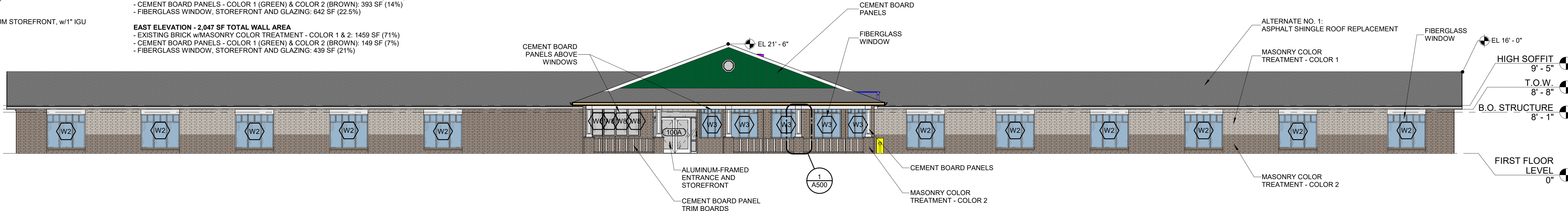
- EXISTING BRICK w/MASONRY COLOR TREATMENT - COLOR 1
- EXISTING BRICK w/MASONRY COLOR TREATMENT - COLOR 2
- CEMENT BOARD PANELS - COLOR 1 (GREEN)
- CEMENT BOARD PANELS - COLOR 2 (BROWN)
- FIBERGLASS WINDOW w/1" IGU AND ALUMINUM STOREFRONT, w/1" IGU

**EXTERIOR MATERIAL AREAS (MAIN BUILDING)**

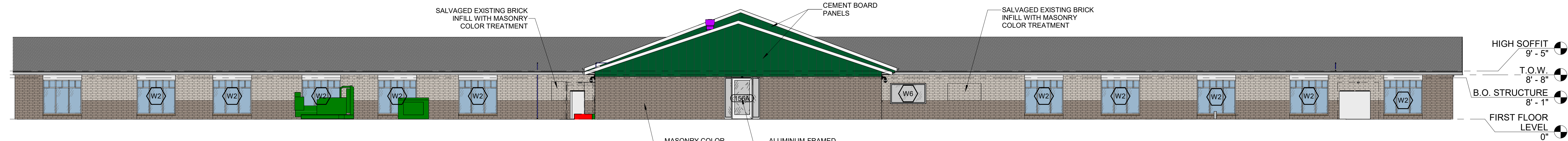
- SOUTH ELEVATION - 2,663 SF TOTAL WALL AREA**  
 - EXISTING BRICK w/MASONRY COLOR TREATMENT - COLOR 1 & 2: 1636 SF (61.5%)  
 - CEMENT BOARD PANELS - COLOR 1 (GREEN) & COLOR 2 (BROWN): 193 SF (7.5%)  
 - FIBERGLASS WINDOW, STOREFRONT AND GLAZING: 834 SF (31%)
- WEST ELEVATION - 2,030 SF TOTAL WALL AREA**  
 - EXISTING BRICK w/MASONRY COLOR TREATMENT - COLOR 1 & 2: 1302 SF (64.5%)  
 - CEMENT BOARD PANELS - COLOR 1 (GREEN) & COLOR 2 (BROWN): 149 SF (7%)  
 - FIBERGLASS WINDOW, STOREFRONT AND GLAZING: 579 SF (28.5%)
- NORTH ELEVATION - 2,840 SF TOTAL WALL AREA**  
 - EXISTING BRICK w/MASONRY COLOR TREATMENT - COLOR 1 & 2: 1805 SF (63.5%)  
 - CEMENT BOARD PANELS - COLOR 1 (GREEN) & COLOR 2 (BROWN): 393 SF (14%)  
 - FIBERGLASS WINDOW, STOREFRONT AND GLAZING: 642 SF (22.5%)
- EAST ELEVATION - 2,047 SF TOTAL WALL AREA**  
 - EXISTING BRICK w/MASONRY COLOR TREATMENT - COLOR 1 & 2: 1459 SF (71%)  
 - CEMENT BOARD PANELS - COLOR 1 (GREEN) & COLOR 2 (BROWN): 149 SF (7%)  
 - FIBERGLASS WINDOW, STOREFRONT AND GLAZING: 439 SF (21%)

**EXTERIOR MATERIAL AREAS (STORAGE BUILDING)**

- SOUTH ELEVATION - 471 SF TOTAL WALL AREA**  
 - CEMENT BOARD PANELS - COLOR 1 (GREEN) & COLOR 2 (BROWN): 381 SF (81%)  
 - HOLLOW METAL DOOR & OVERHEAD DOOR: 90 SF (19%)
- NORTH ELEVATION - 471 SF TOTAL WALL AREA**  
 - CEMENT BOARD PANELS - COLOR 1 (GREEN) & COLOR 2 (BROWN): 471 SF (100%)
- EAST ELEVATION - 317 SF TOTAL WALL AREA**  
 - CEMENT BOARD PANELS - COLOR 1 (GREEN) & COLOR 2 (BROWN): 317 SF (100%)



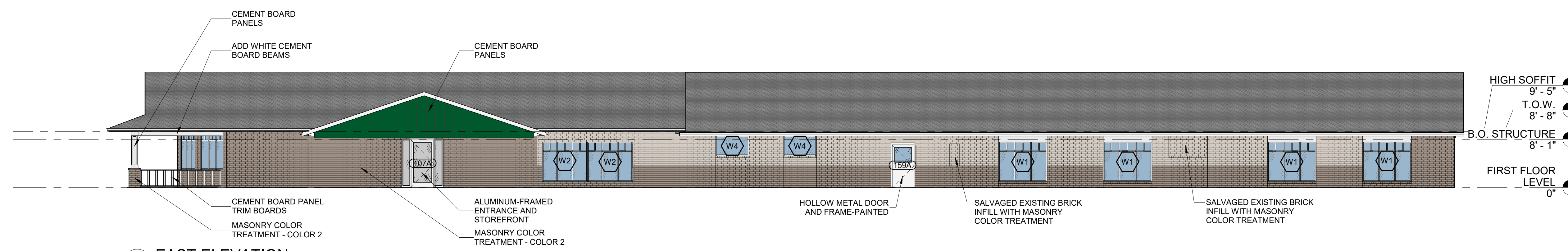
**1 SOUTH ELEVATION**  
 SCALE: 1" = 10'-0"



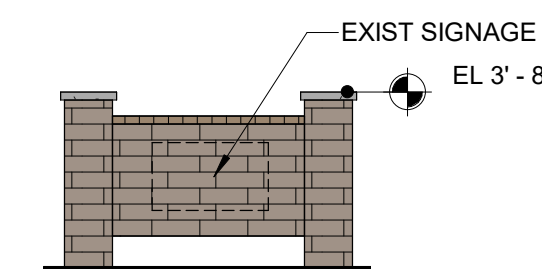
**2 NORTH ELEVATION**  
 SCALE: 1" = 10'-0"



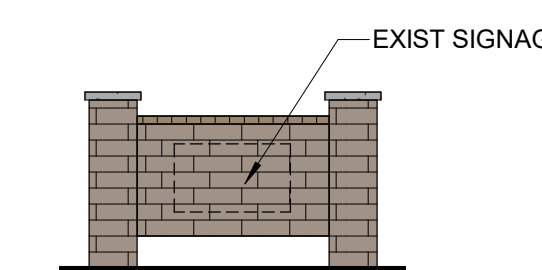
**4 WEST ELEVATION**  
 SCALE: 1" = 10'-0"



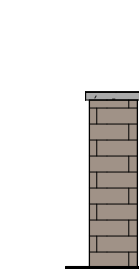
**3 EAST ELEVATION**  
 SCALE: 1" = 10'-0"



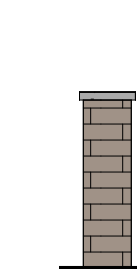
**9 EXST MONUMENT SIGN REAR**  
 SCALE: 1/4" = 1'-0"



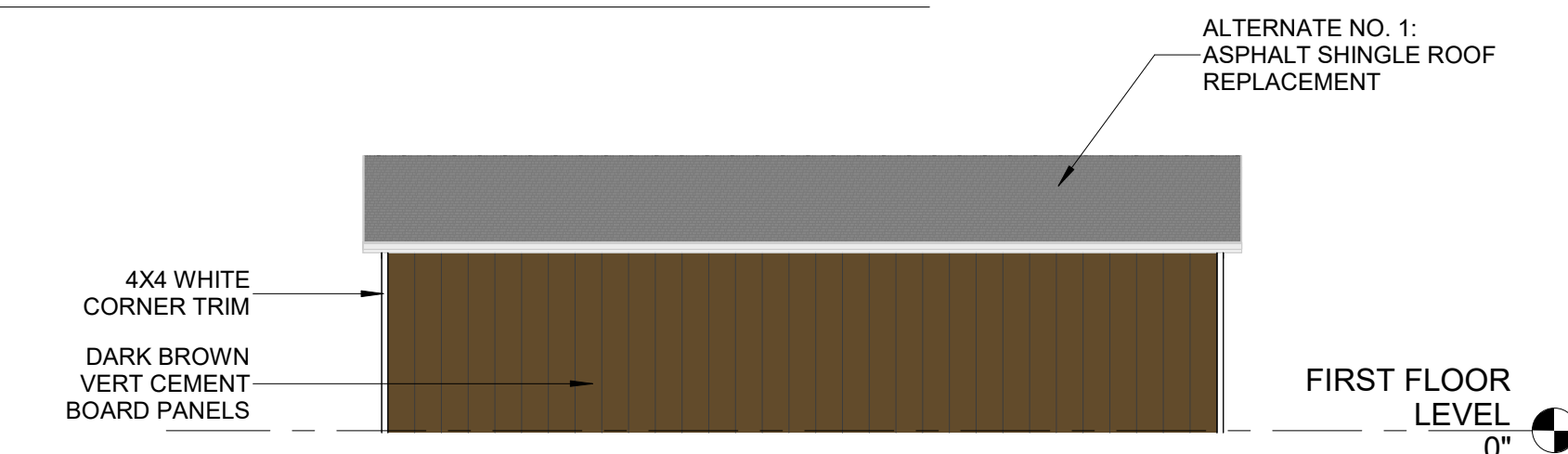
**10 EXST MONUMENT SIGN FRONT**  
 SCALE: 1/4" = 1'-0"



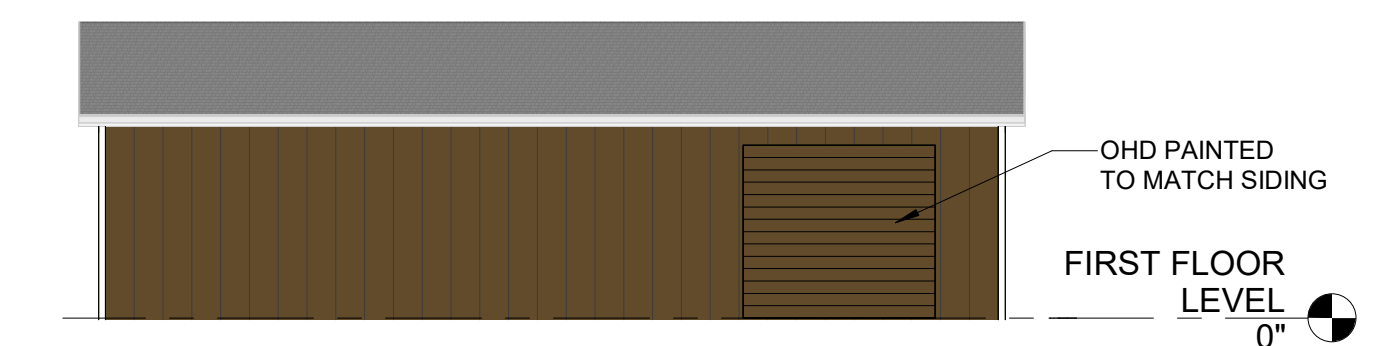
**11 EXST MONUMENT SIGN RIGHT**  
 SCALE: 1/4" = 1'-0"



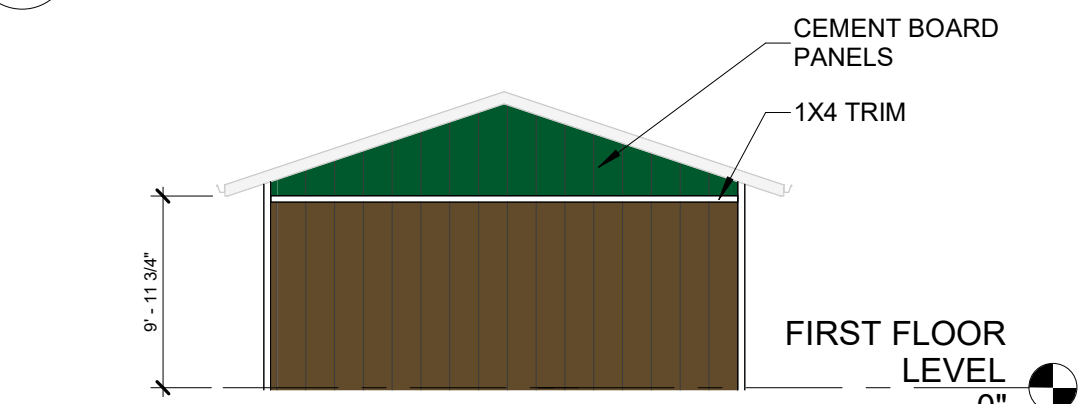
**12 EXST MONUMENT SIGN LEFT**  
 SCALE: 1/4" = 1'-0"



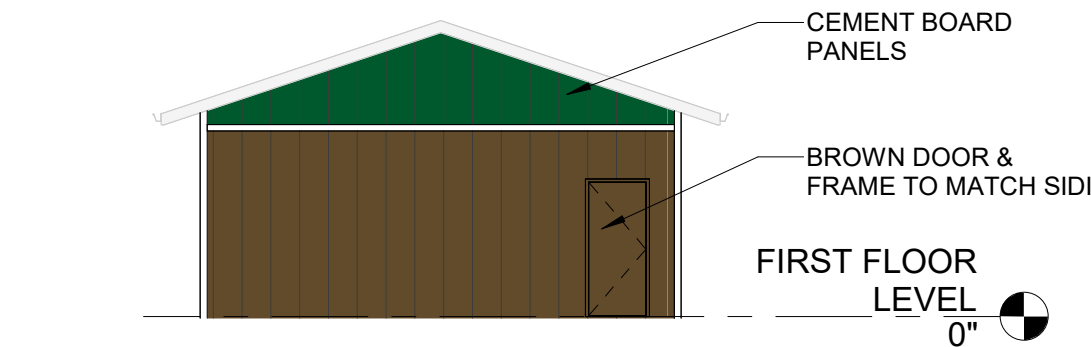
**6 STORAGE BUILDING NORTH ELEVATION**  
 SCALE: 1" = 10'-0"



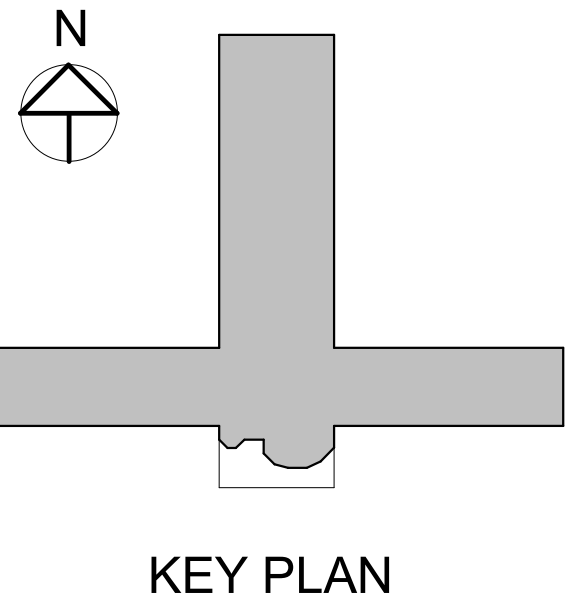
**7 STORAGE BUILDING SOUTH ELEVATION**  
 SCALE: 1" = 10'-0"



**5 STORAGE BUILDING EAST ELEVATION**  
 SCALE: 1" = 10'-0"



**8 STORAGE BUILDING WEST ELEVATION**  
 SCALE: 1" = 10'-0"



**ON WITH LIFE LONG TERM SKILLED CARE**  
 1002 W WASHINGTON AVE  
 POLK CITY, IA 50226

ISSUANCE  
 CONSTRUCTION DOCUMENTS  
 05/15/2023

REVISIONS

**NOT FOR CONSTRUCTION**

THESE DOCUMENTS HAVE BEEN PREPARED SPECIFICALLY FOR THE ABOVE REFERENCED PROJECT. THEY ARE NOT INTENDED FOR USE ON OTHER PROJECTS OR AT OTHER LOCATIONS WITHOUT THE EXPRESS WRITTEN APPROVAL AND PARTICIPATION OF SVP ARCHITECTS INC. REPRODUCTION IS PROHIBITED.  
 © 2023  
 PROJECT NUMBER  
**22064**  
 EXTERIOR ELEVATIONS  
**A200**

4/19/2023 10:31:44 AM Autodesk Docs://22064-On With Life Long-Term Skilled Care/22064-On With Life Long-Term Skilled Care\_Arch\_R22.rvt

**WHEN RECORDED RETURN TO:**

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

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

**BUFFER EASEMENT**

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, On With Life, Inc., an Iowa nonprofit corporation, of the City of Polk City, County of Polk, State of Iowa, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Polk City, Iowa, receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Polk City, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

See Exhibit 'A'.

That the above-described easement is granted unto the City of Polk City, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

**Buffer Easement**

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.
2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.
3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any

unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.
5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.
6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
8. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

That the Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.



**IN WITNESS WHEREOF**, we have hereunto affixed our hands this \_\_\_\_ day of April, 2023.

GRANTOR:  
ON WITH LIFE, INC.

\_\_\_\_\_  
Name: Jean Shelton, CEO

STATE OF IOWA                    )  
  ) ss:  
COUNTY OF POLK                )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a Notary Public in and for said county, personally appeared Jean Shelton, to me personally known, who being by me duly (sworn or affirmed) did say that she is the CEO of said entity, that said instrument was signed on behalf of the said entity by authority of its officers; and, that said Jean Shelton, as such CEO, acknowledged the execution of said instrument to be the voluntary act and deed of said entity, by it and by her voluntarily executed.

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

**ACCEPTANCE BY CITY**

STATE OF IOWA                    )  
  ) ss:  
COUNTY OF POLK                )

I, Jenny Coffin, City Clerk of the City of Polk City, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City by Resolution No. \_\_\_\_\_, passed on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and this certificate is made pursuant to authority contained in said Resolution.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
City Clerk of the City of Polk City, Iowa

## EXHIBIT 'A' - EASEMENT PLAT

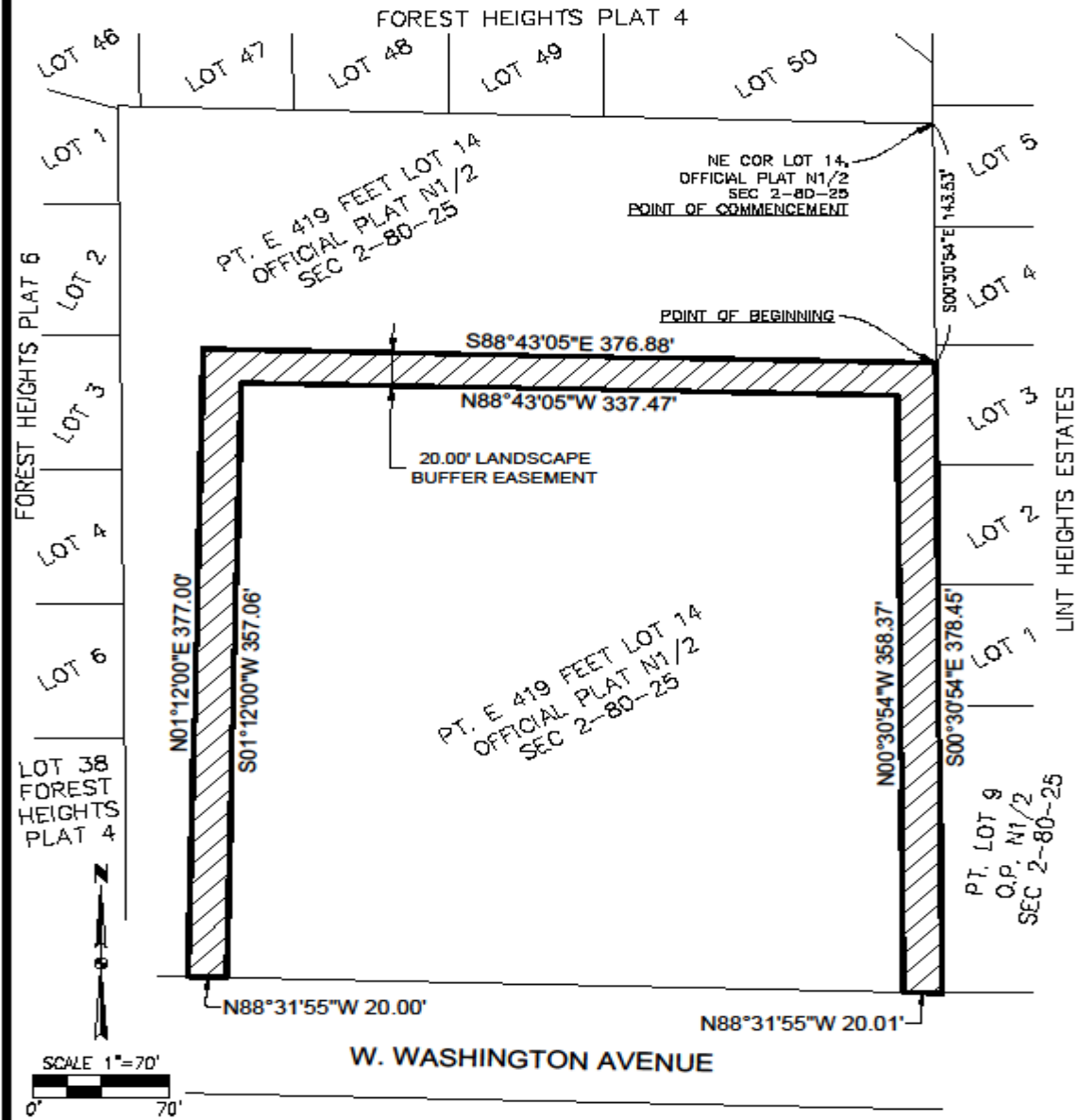
**OWNER**

ON WITH LIFE INC  
 715 SW ANKENY RD  
 ANKENY, IA 50023-8788

**LANDSCAPE BUFFER EASEMENT DESCRIPTION**

PART OF THE EAST 419 FEET OF LOT 14 IN THE OFFICIAL PLAT OF THE NORTH 1/2 OF SECTION 2, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5TH P.M. CITY OF POLK CITY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 14; THENCE SOUTH 00°30'54" EAST ALONG THE EAST LINE OF SAID LOT 14, A DISTANCE OF 143.53 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°30'54" EAST ALONG SAID EAST LINE, 378.45 FEET TO THE NORTH RIGHT OF WAY LINE OF W. WASHINGTON AVENUE; THENCE NORTH 88°31'55" WEST ALONG SAID NORTH LINE, 20.01 FEET; THENCE NORTH 00°30'54" WEST, 358.37 FEET; THENCE NORTH 88°43'05" WEST, 337.47 FEET; THENCE SOUTH 01°12'00" WEST, 357.06 FEET TO SAID NORTH RIGHT OF WAY LINE; THENCE NORTH 88°31'55" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 20.00 FEET; THENCE NORTH 01°12'00" EAST, 377.00 FEET; THENCE SOUTH 88°43'05" EAST, 378.88 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.50 ACRES (21,852 SQUARE FEET).



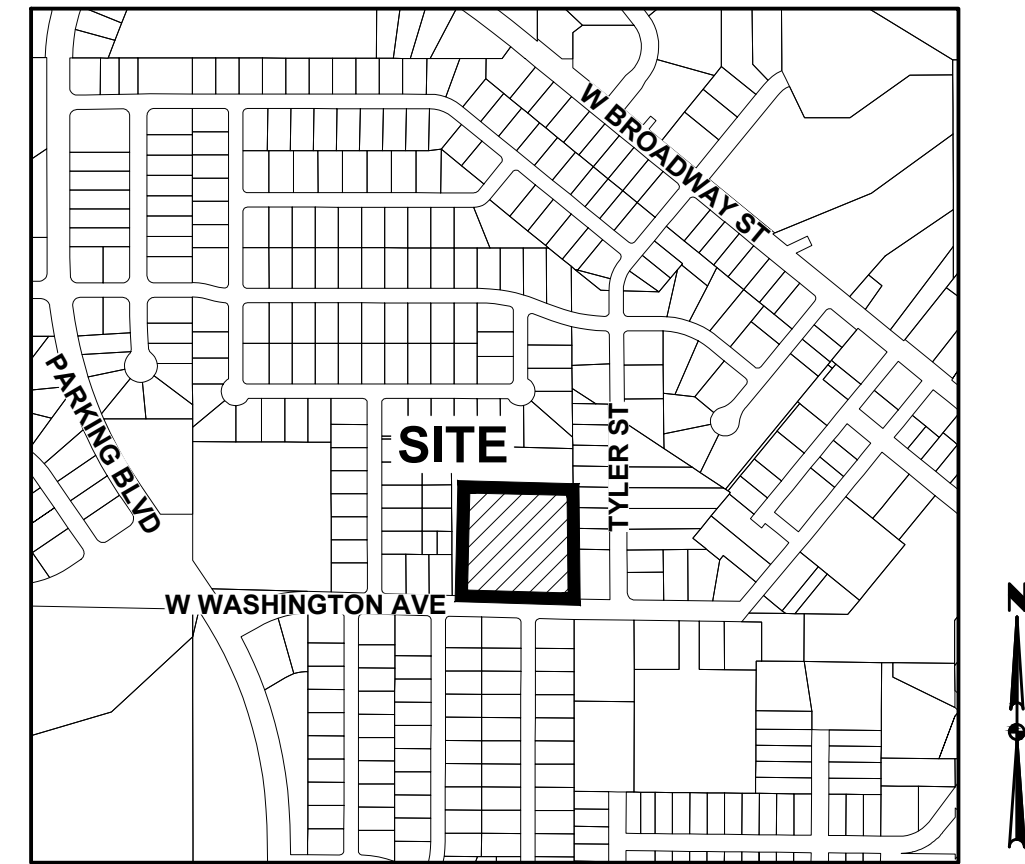
<p>1 /</p> <p>2301.025</p>	<p>PT LOT 14,                  O.P. N1/2 SEC 2-80-25                  EASEMENT PLAT</p> <p style="font-size: small;">POLK CITY, IOWA</p>		<p>4121 NW URBANDALE DRIVE                  URBANDALE, IA 50002                  PH: (515) 260-4400</p>
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# SITE PLAN FOR: ON WITH LIFE

## POLK CITY, IOWA

### VICINITY MAP

NOT TO SCALE



POLK CITY, IOWA

### OWNER/APPLICANT

ON WITH LIFE  
715 SW ANKENY ROAD  
ANKENY, IA 50023-9798  
CONTACT: JEAN SHELTON  
EMAIL: JEAN.SHELTON@ONWITHLIFE.ORG  
PH: (515) 289-9613

### ENGINEER

CIVIL DESIGN ADVANTAGE  
4121 NW URBANDEALE DRIVE  
URBANDEALE, IA 50322  
CONTACT: NIKKI NEAL  
EMAIL: NICOLEN@CDA-ENG.COM  
PH: (515) 369-4400

### SURVEYOR

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

### ARCHITECT

SVA ARCHITECTS INC.  
1466 28TH STREET  
WEST DES MOINES, IA 50266  
CONTACT: VITUS BERING  
EMAIL: V-BERING@SVPA-ARCHITECTS.COM  
PH: (515) 280-2403

### SUBMITTAL DATES

FIRST SUBMITTAL: 03/20/2023  
SECOND SUBMITTAL: 04/12/2023  
THIRD SUBMITTAL: 04/19/2023

### LEGAL DESCRIPTION

THAT PART OF THE EAST 419 FEET OF LOT 14 IN THE OFFICIAL PLAT OF THE NORTH 1/2 OF SECTION 2, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5TH P.M. CITY OF POLK COUNTY, POLK COUNTY, IOWA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 14, THAT IS 30.0 FEET NORTH OF THE SOUTHEAST CORNER THEREOF, SAID POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF NORTHWEST 114TH AVENUE, AS IT NOW EXISTS; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST (ASSUMED FOR THE PURPOSES OF THE DESCRIPTION ONLY) ALONG SAID NORTH RIGHT-OF-WAY LINE, 389.11 FEET; THENCE NORTH 00 DEGREES, 19 MINUTES WEST 387.00 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 20 SECONDS EAST 376.88 FEET TO A POINT ON SAID EAST LINE OF LOT 14; THENCE SOUTH 02 DEGREES 07 MINUTES 13 SECONDS EAST, ALONG SAID EAST LINE, 388.43 FEET TO THE POINT OF BEGINNING, POLK COUNTY, IOWA.

### ZONING

R-1 SINGLE FAMILY DETACHED RESIDENTIAL DISTRICT

### PROJECT SITE ADDRESS

1002 W. WASHINGTON AVENUE

### EXISTING/ PROPOSED USE

EXISTING: NURSING AND REHABILITATION CENTER  
PROPOSED: INPATIENT SKILLED NURSING FACILITY

### DEVELOPMENT SUMMARY

AREA: 3.40 ACRES (148,104 SF)

ZONING: R-1 (SINGLE FAMILY DETACHED RESIDENTIAL DISTRICT)

### SETBACKS

FRONT: 35'  
SIDE: 20'  
REAR: 45'  
PARKING: 10'

### OPEN SPACE CALCULATION

IN ADDITION, THE MINIMUM TOTAL LAND AREA DEVOTED TO OPEN SPACE IN THE R-2A, R-3, R-4, C-1, C-2, C-3, C-4, M-1, AND M-2 ZONING DISTRICTS ONLY SHALL NOT BE LESS THAN 15 PERCENT OF THE GROSS LAND AREA INCLUDED IN THE BUILDING LOT.

REQUIRED (148,104 X 15%): 22,216 SF  
PROVIDED: 93,711 SF (63%)

### IMPERVIOUS AREA

EXISTING BUILDING 21,231 SF  
EXISTING PAVING 17,992 SF  
EXISTING SIDEWALK 2,146 SF  
PROPOSED STANDARD 9,254 SF  
PROPOSED HEAVY 408 SF  
PROPOSED SIDEWALK 3,387 SF  
TOTAL IMPERVIOUS 54,418 SF

### PARKING

REQUIRED - NURSING CARE INSTITUTIONS, INTERMEDIATE CARE INSTITUTIONS, TRANSITIONAL FACILITIES FOR INFIRM PERSONS, OR FACILITIES FOR PERSON WITH DISABILITIES (1 SPACE PER EMPLOYEE ON MAX SHIFT, PLUS 1 VISITOR PER 10 BEDS)

EMPLOYEE: 35 SPACES  
VISITOR: 4 SPACES  
TOTAL: 39 SPACES

### PROVIDED

STANDARD: 42 SPACES  
ACCESSIBLE: 2 SPACES  
TOTAL: 44 SPACES

### DATE OF SURVEY

01/17/2023

### BENCHMARKS

BM #1: TWN ON HYDRANT AT SE CORNER OF SITE.  
ELEV=963.87

BM #2: BURY BOLT ON HYDRANT AT NW CORNER OF PARKER BLVD AND WASHINGTON AVE.  
ELEV=955.64

### INDEX OF SHEETS

NO.	DESCRIPTION
C0.0	COVER SHEET
C1.1	TOPOGRAPHIC SURVEY/DEMOLITION PLAN
C2.1	DIMENSION PLAN
C3.1	GRADING PLAN
C4.1	UTILITY PLAN
C5.1-C5.2	DETAILS
L1.1	LANDSCAPE PLAN
L2.1	LANDSCAPE DETAILS

### GENERAL LEGEND

PROPOSED	EXISTING
PROPERTY BOUNDARY	SANITARY MANHOLE
SECTION LINE	WATER VALVE BOX
CENTER LINE	FIRE HYDRANT
RIGHT OF WAY	WATER CURB STOP
BUILDING SETBACK	WELL
PERMANENT EASEMENT	STORM SEWER MANHOLE
TEMPORARY EASEMENT	STORM SEWER SINGLE INTAKE
TYPE SW-501 STORM INTAKE	STORM SEWER DOUBLE INTAKE
TYPE SW-502 STORM INTAKE	FLARED END SECTION
TYPE SW-503 STORM INTAKE	DECIDUOUS TREE
TYPE SW-505 STORM INTAKE	CONIFEROUS TREE
TYPE SW-506 STORM INTAKE	DECIDUOUS SHRUB
TYPE SW-512 STORM INTAKE	CONIFEROUS SHRUB
TYPE SW-513 STORM INTAKE	ELECTRIC POWER POLE
TYPE SW-401 STORM MANHOLE	GUY ANCHOR
TYPE SW-402 STORM MANHOLE	STREET LIGHT
FLARED END SECTION	POWER POLE W/ TRANSFORMER
TYPE SW-301 SANITARY MANHOLE	UTILITY POLE W/ LIGHT
STORM/SANITARY CLEANOUT	ELECTRIC BOX
WATER VALVE	ELECTRIC TRANSFORMER
FIRE HYDRANT ASSEMBLY	ELECTRIC MANHOLE OR VAULT
SIGN	TRAFFIC SIGN
DETECTABLE WARNING PANEL	TELEPHONE JUNCTION BOX
WATER CURB STOP	TELEPHONE MANHOLE/VAULT
SANITARY SEWER	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)	SOIL BORING
SILT FENCE	UNDERGROUND TV CABLE
USE AS CONSTRUCTED	GAS MAIN
MINIMUM PROTECTION ELEVATION	FIBER OPTIC
	UNDERGROUND TELEPHONE
	OVERHEAD ELECTRIC
	UNDERGROUND ELECTRIC
	FIELD TILE
	SANITARY SEWER W/ SIZE
	STORM SEWER W/ SIZE
	WATER MAIN W/ SIZE



### UTILITY WARNING

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



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

THE MOST EDITION OF THE SUDAS STANDARD SPECIFICATIONS, THE PUBLIC RIGHTS-OF-WAY ACCESSIBILITY GUIDELINES (PROWAG) AND ALL CITY SUPPLEMENTALS, IF APPLICABLE, SHALL APPLY TO ALL WORK ON THIS PROJECT UNLESS OTHERWISE NOTED.

JOHN PATRICK BEVER, P.E.  
LICENSE NUMBER 25523  
DATE

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.

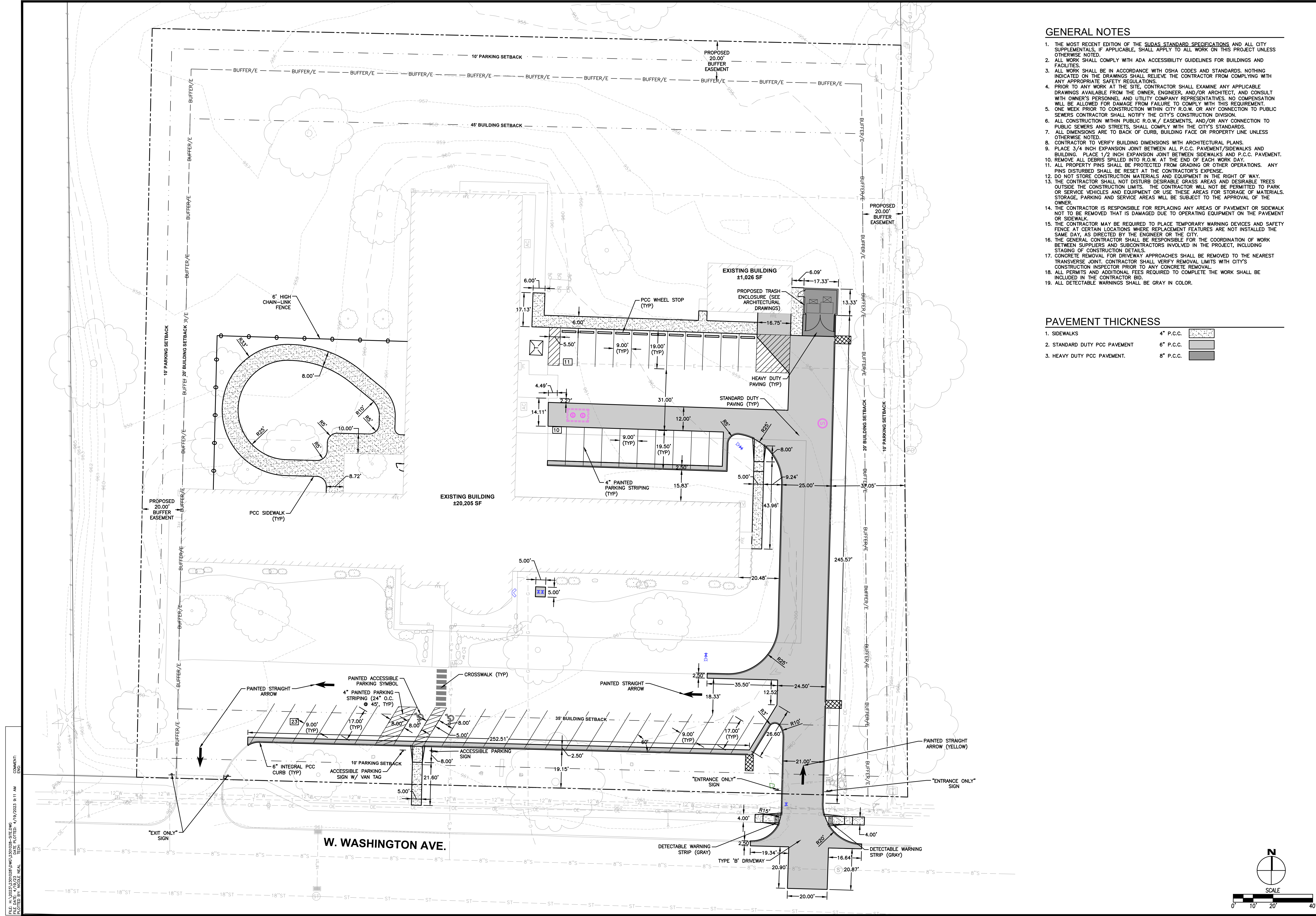
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2024  
PAGES OR SHEETS COVERED BY THIS SEAL:  
SHEETS C0.0, C1.1, C2.1, C3.1, C4.1,  
AND C5.1-C5.2

KEITH W. NEASE, A.S.L.  
LICENSE NUMBER 00442  
DATE

I HEREBY CERTIFY THAT THE PORTION OF THIS TECHNICAL SUBMISSION DESCRIBED BELOW WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND RESPONSIBLE CHARGE. I AM A DULY LICENSED PROFESSIONAL LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF IOWA.

MY LICENSE RENEWAL DATE IS JUNE 30, 2024  
PAGES OR SHEETS COVERED BY THIS SEAL:  
SHEET L1.1 AND L2.1





**GENERAL NOTES**

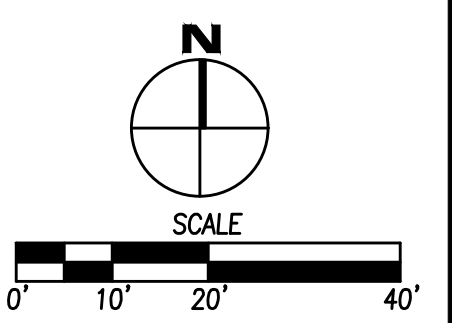
1. THE MOST RECENT EDITION OF THE SDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS, IF APPLICABLE, SHALL APPLY TO ALL WORK ON THIS PROJECT UNLESS OTHERWISE NOTED.
2. ALL WORK SHALL COMPLY WITH ADA ACCESSIBILITY GUIDELINES FOR BUILDINGS AND FACILITIES.
3. ALL WORK SHALL BE IN ACCORDANCE WITH OSHA CODES AND STANDARDS. NOTHING INDICATED ON THE DRAWINGS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH ANY APPROPRIATE SAFETY REGULATIONS.
4. PRIOR TO ANY WORK AT THE SITE, CONTRACTOR SHALL EXAMINE ANY APPLICABLE DRAWINGS AVAILABLE FROM THE OWNER, ENGINEER, AND/OR ARCHITECT, AND CONSULT WITH OWNER'S PERSONNEL AND UTILITY COMPANY REPRESENTATIVES. NO COMPENSATION WILL BE ALLOWED FOR DAMAGE FROM FAILURE TO COMPLY WITH THIS REQUIREMENT.
5. ONE WEEK PRIOR TO CONSTRUCTION WITHIN CITY R.O.W. OR ANY CONNECTION TO PUBLIC SEWERS CONTRACTOR SHALL NOTIFY THE CITY'S CONSTRUCTION DIVISION.
6. ALL CONSTRUCTION WITHIN PUBLIC R.O.W./ EASEMENTS, AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS, SHALL COMPLY WITH THE CITY'S STANDARDS.
7. ALL DIMENSIONS ARE TO BACK OF CURB, BUILDING FACE OR PROPERTY LINE UNLESS OTHERWISE NOTED.
8. CONTRACTOR TO VERIFY BUILDING DIMENSIONS WITH ARCHITECTURAL PLANS.
9. PLACE 3/4 INCH EXPANSION JOINT BETWEEN ALL P.C.C. PAVEMENT/SIDEWALKS AND BUILDING. PLACE 1/2 INCH EXPANSION JOINT BETWEEN SIDEWALKS AND P.C.C. PAVEMENT.
10. REMOVE ALL DEBRIS SPILLED INTO R.O.W. AT THE END OF EACH WORK DAY.
11. ALL PROPERTY PINS SHALL BE PROTECTED FROM GRADING OR OTHER OPERATIONS. ANY PINS DISTURBED SHALL BE RESET AT THE CONTRACTOR'S EXPENSE.
12. DO NOT STORE CONSTRUCTION MATERIALS AND EQUIPMENT IN THE RIGHT OF WAY.
13. THE CONTRACTOR SHALL NOT DISTURB DESIRABLE GRASS AREAS AND DESIRABLE 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, STORAGE, PARKING AND SERVICE AREAS WILL BE SUBJECT TO THE APPROVAL OF THE OWNER.
14. THE CONTRACTOR IS RESPONSIBLE FOR REPLACING ANY AREAS OF PAVEMENT OR SIDEWALK NOT TO BE REMOVED THAT IS DAMAGED DUE TO OPERATING EQUIPMENT ON THE PAVEMENT OR SIDEWALK.
15. THE CONTRACTOR MAY BE REQUIRED TO PLACE TEMPORARY WARNING DEVICES AND SAFETY FENCE AT CERTAIN LOCATIONS WHERE REPLACEMENT FEATURES ARE NOT INSTALLED THE SAME DAY, AS DIRECTED BY THE ENGINEER OR THE CITY.
16. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF WORK BETWEEN SUPPLIERS AND SUBCONTRACTORS INVOLVED IN THE PROJECT, INCLUDING STAGING OF CONSTRUCTION DETAILS.
17. CONCRETE REMOVAL FOR DRIVEWAY APPROACHES SHALL BE REMOVED TO THE NEAREST TRANSVERSE JOINT. CONTRACTOR SHALL VERIFY REMOVAL LIMITS WITH CITY'S CONSTRUCTION INSPECTOR PRIOR TO ANY CONCRETE REMOVAL.
18. ALL PERMITS AND ADDITIONAL FEES REQUIRED TO COMPLETE THE WORK SHALL BE INCLUDED IN THE CONTRACTOR BID.
19. ALL DETECTABLE WARNINGS SHALL BE GRAY IN COLOR.

**PAVEMENT THICKNESS**

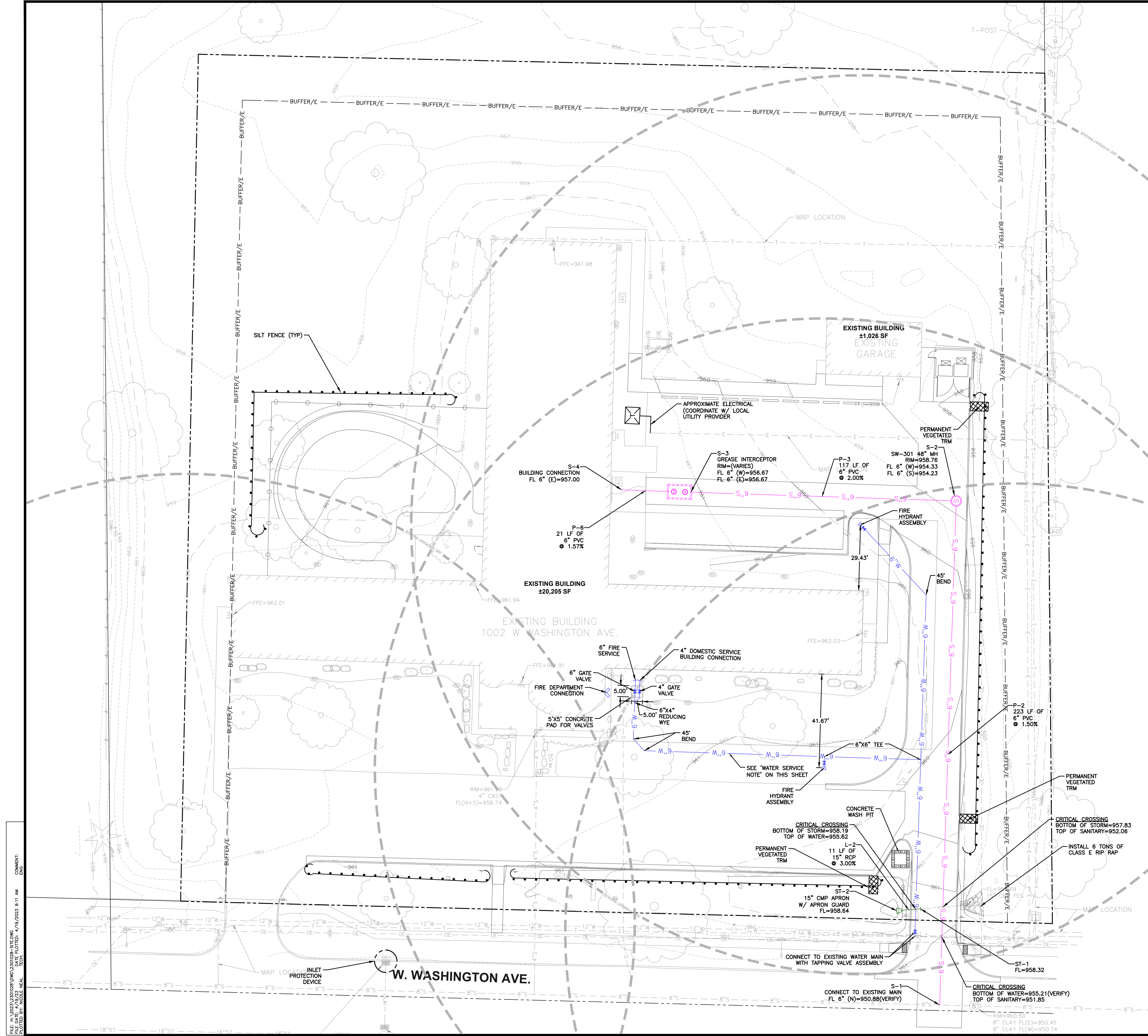
- |                               |           |
|-------------------------------|-----------|
| 1. SIDEWALKS                  | 4" P.C.C. |
| 2. STANDARD DUTY PCC PAVEMENT | 6" P.C.C. |
| 3. HEAVY DUTY PCC PAVEMENT.   | 8" P.C.C. |

COMMENTS: ENG.  
 FILE DATE: 4/19/2023  
 PLOTTED BY: NICKLE NEAL

<p>DATE</p> <p>REVISIONS</p>	<p>4121 NW URBANDALE DRIVE URBANDALE, IA 50322 PHONE: (515) 369-4400 FAX: (515) 369-4410</p> <p>ENGINEER: DRAFTED:</p>
<p>ON WITH LIFE POLK COUNTY, IOWA</p>	
<p><b>ON WITH LIFE</b> DIMENSION PLAN</p>	
<p>1002 W. WASHINGTON AVE.</p>	
<p>DATE: 04/19/2023 SHEET NUMBER: C2.1 2301.028</p>	







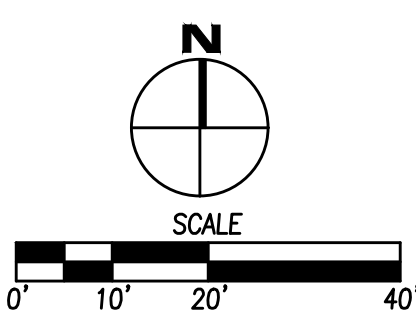
**UTILITY NOTES**

- REFER TO MECHANICAL, ELECTRICAL AND PLUMBING PLANS FOR UTILITY SERVICE SIZES AND EXACT LOCATIONS. REFER TO ELECTRICAL PLANS FOR ELECTRIC AND TELEPHONE SERVICE CONSTRUCTION DETAILS. REFER TO MECHANICAL PLANS FOR GAS SERVICE CONSTRUCTION DETAILS.
- FIELD VERIFY ELEVATIONS AND LOCATIONS OF ALL CONNECTIONS TO EXISTING UTILITIES PRIOR TO COMMENCING CONSTRUCTION.
- PROVIDE TEMPORARY SUPPORT FOR EXISTING UTILITY LINES THAT ARE ENCOUNTERED DURING CONSTRUCTION UNTIL BACKFILLING IS COMPLETE.
- BACKFILL ALL UTILITY TRENCHES ACCORDING TO THE MOST RECENT EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS. MAINTAIN A MINIMUM OF 5.5' COVER OVER ALL WATERMANS.
- ALL UTILITIES SHALL BE STUBBED TO 5 FEET FROM BUILDINGS. REFER TO MEP PLANS FOR DESIGN FROM 5' OUTSIDE OF BUILDING FACE.
- ADJUST ALL MANHOLES AND INTAKES TO FINISHED GRADES.
- ALL SANITARY SEWER AND WATER SERVICES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY'S PLUMBING CODE.
- 18" MINIMUM VERTICAL CLEARANCE BETWEEN STORM SEWER AND SANITARY SEWER PIPES. 18" MINIMUM VERTICAL CLEARANCE BETWEEN SANITARY SEWER AND WATER MAIN.
- MAINTAIN A MINIMUM OF 10' HORIZONTAL SEPARATION BETWEEN SANITARY SEWER LINES AND WATER MAINS.
- 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.
- ALL WATERMAIN WORK, PUBLIC OR PRIVATE SHALL BE DONE IN ACCORDANCE WITH THE MOST RECENT EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS.
- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF WORK OF ALL SUBCONTRACTOR(S) INVOLVED IN THE PROJECT.
- PRIVATE UTILITIES TO BE INSTALLED PER THE CITY'S STANDARD CONSTRUCTION SPECIFICATIONS FOR PUBLIC IMPROVEMENTS AND THE 2012 UNIFORM PLUMBING CODE. CONTACT BUILDING INSPECTION A MINIMUM OF 24 HOURS IN ADVANCE FOR UTILITY INSTALLATION INSPECTIONS.
- OWNER IS RESPONSIBLE FOR MAINTENANCE OF PRIVATE UTILITIES.
- CONTRACTOR SHALL PREVENT ENTRY OF MUD, DIRT, DEBRIS AND OTHER MATERIAL INTO NEW AND EXISTING SEWER SYSTEMS. SHOULD ANY CONTAMINATION OCCUR DURING CONSTRUCTION, THE CONTRACTOR SHALL CLEAN AT NO COST TO THE OWNER. INSTALL SILT FENCE AT ALL PERMANENT STORM SEWER INLETS.
- THE BUILDING SHALL BE SPRINKLED.
- OWNER IS RESPONSIBLE FOR OBTAINING A PERMIT FROM WRA FOR THE GREASE INTERCEPTOR IN CONJUNCTION WITH THE BUILDING PERMIT.

**WATER SERVICE NOTE**

- CONTRACTOR TO DETERMINE WATER SERVICE SIZE, IF SERVICE IS DEEMED ADEQUATE BY A PROFESSIONAL ENGINEER AND APPROVED BY THE PUBLIC WORKS DIRECTOR, DEMOLITION OF THE EXISTING WATER SERVICE LINE MAY NOT BE REQUIRED. HOWEVER, A SEPARATE SHUT-OFF VALVE SHALL BE PROVIDED ON THE DOMESTIC WATER LINE OUTSIDE THE BUILDING SO SERVICE CAN BE SHUT OFF WITHOUT IMPACTING THE SPRINKLER SYSTEM. SHUT OFF VALVE(S) SHALL BE SET IN A CONCRETE PAD.

COMMENTS: ENG.  
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 PLOTTED BY: NICOLE NEAL



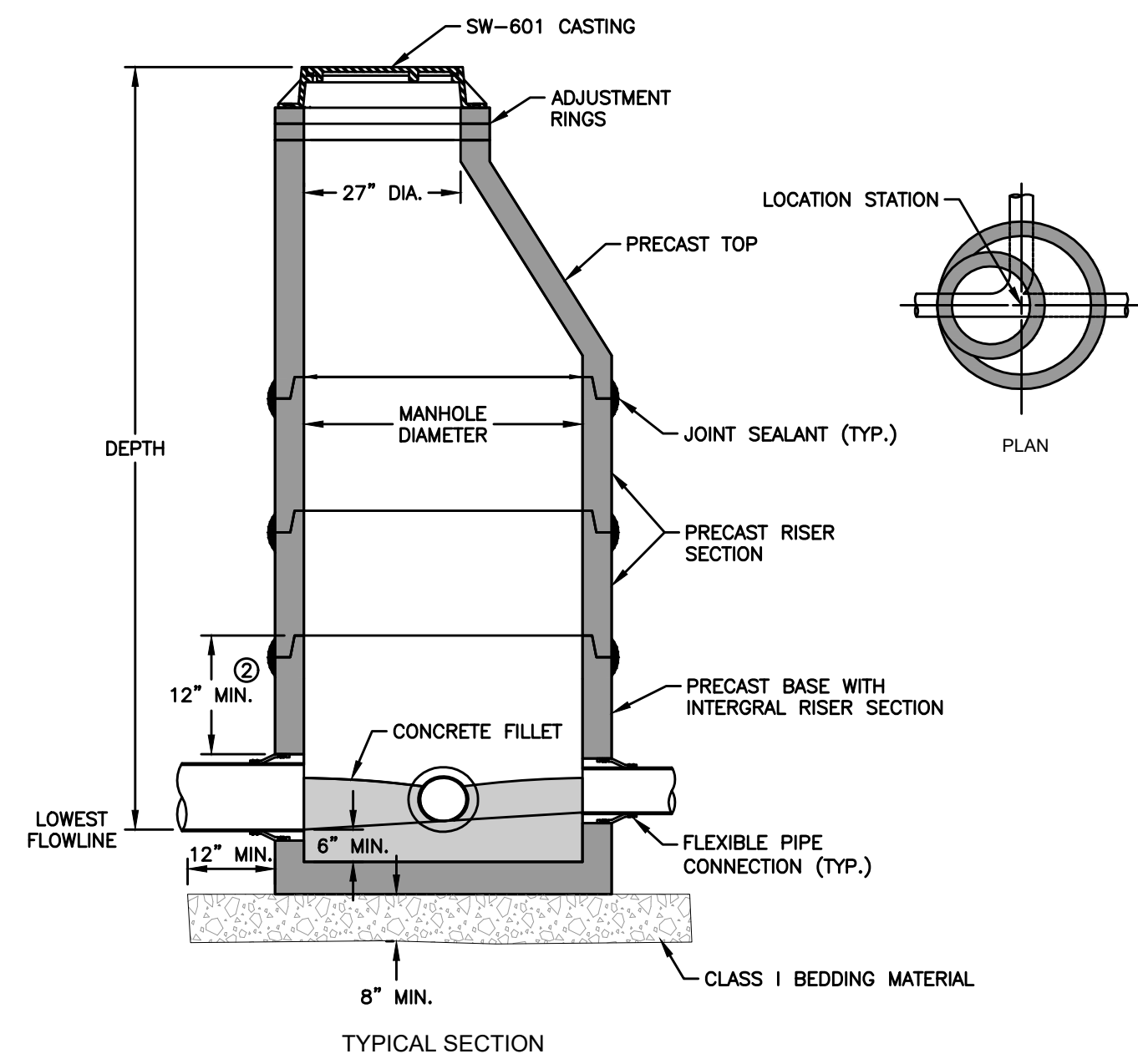
<p>DATE: _____</p> <p>REVISIONS:</p> <p>4121 NW URBANDALE DRIVE          URBANDALE, IA 50322          PHONE: (515) 369-4400 FAX: (515) 369-4410</p>	<p>DRAFTED: _____</p> <p>ENGINEER: _____</p> <p>POLK COUNTY, IOWA</p> <p>1002 W. WASHINGTON AVE.</p>
<p>ON WITH LIFE          CIVIL DESIGN ADVANTAGE</p>	
<p>UTILITY PLAN</p> <p>SHEET NUMBER: <b>C4.1</b>          2301.028</p>	
<p>DATE: 04/19/2023</p>	



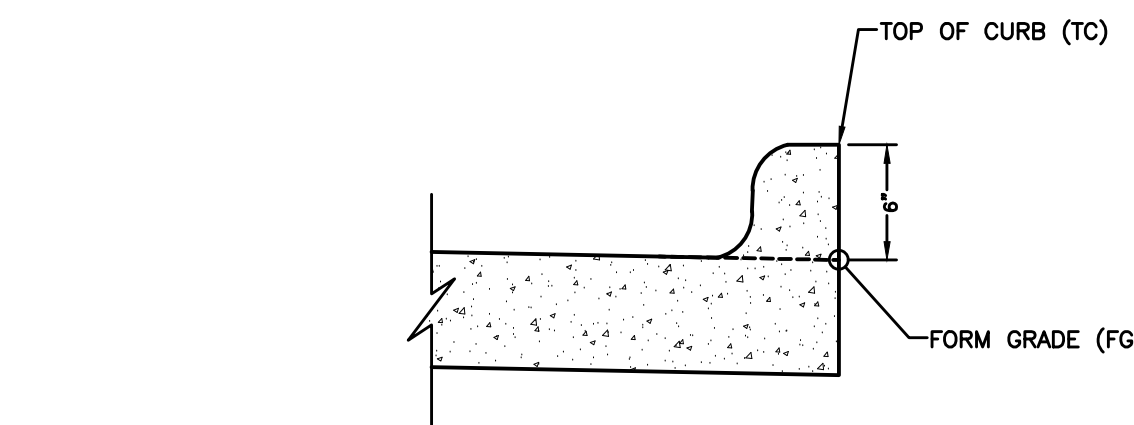
IF MANHOLE DEPTH EXCEEDS 20 FEET, INSTALL STEPS.  
INSTALL INFILTRATION BARRIER.

- FOR ADDITIONAL CONFIGURATIONS, MAINTAIN A MINIMUM OF 12 INCHES OF CONCRETE BETWEEN VERTICAL EDGES OF PIPE OPENINGS.
- 12 INCH MINIMUM RISER HEIGHT ABOVE ALL PIPE OPENINGS.

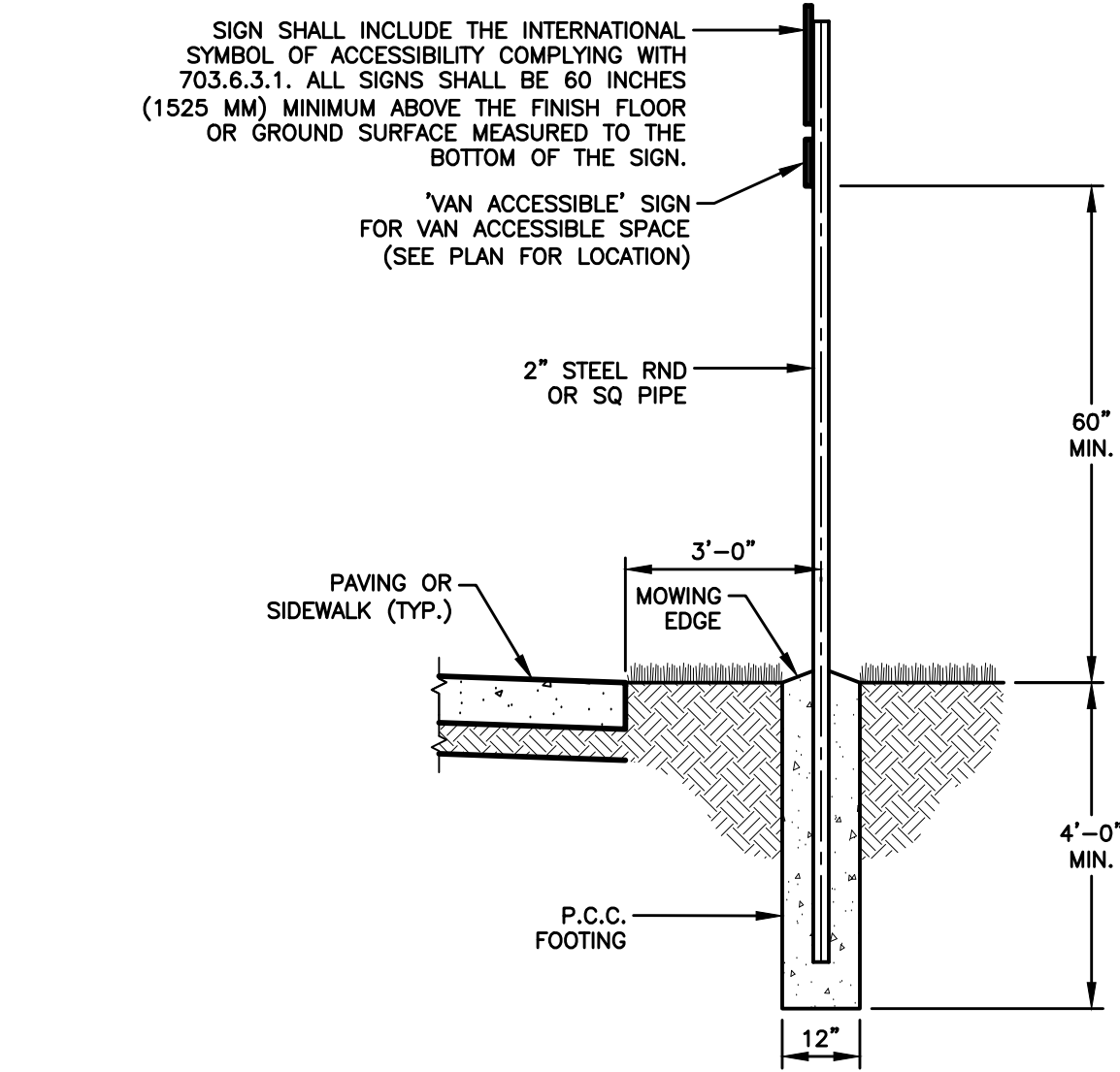
Manhole Diameter (inches)	Maximum Pipe Diameter (inches) for 2 Pipes	
	At 18" Separation	At 30" Separation
48	24	18
60	36	24
72	42	30
84	48	36
96	60	42



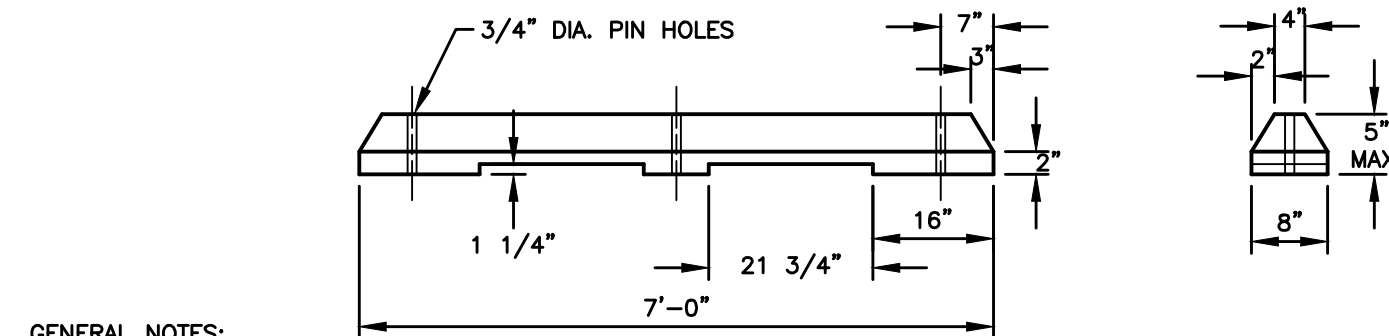
**11 SW-301 CIRCULAR SANITARY SEWER MANHOLE**  
NOT TO SCALE



**10 INTEGRAL 6" STANDARD CURB**  
NOT TO SCALE



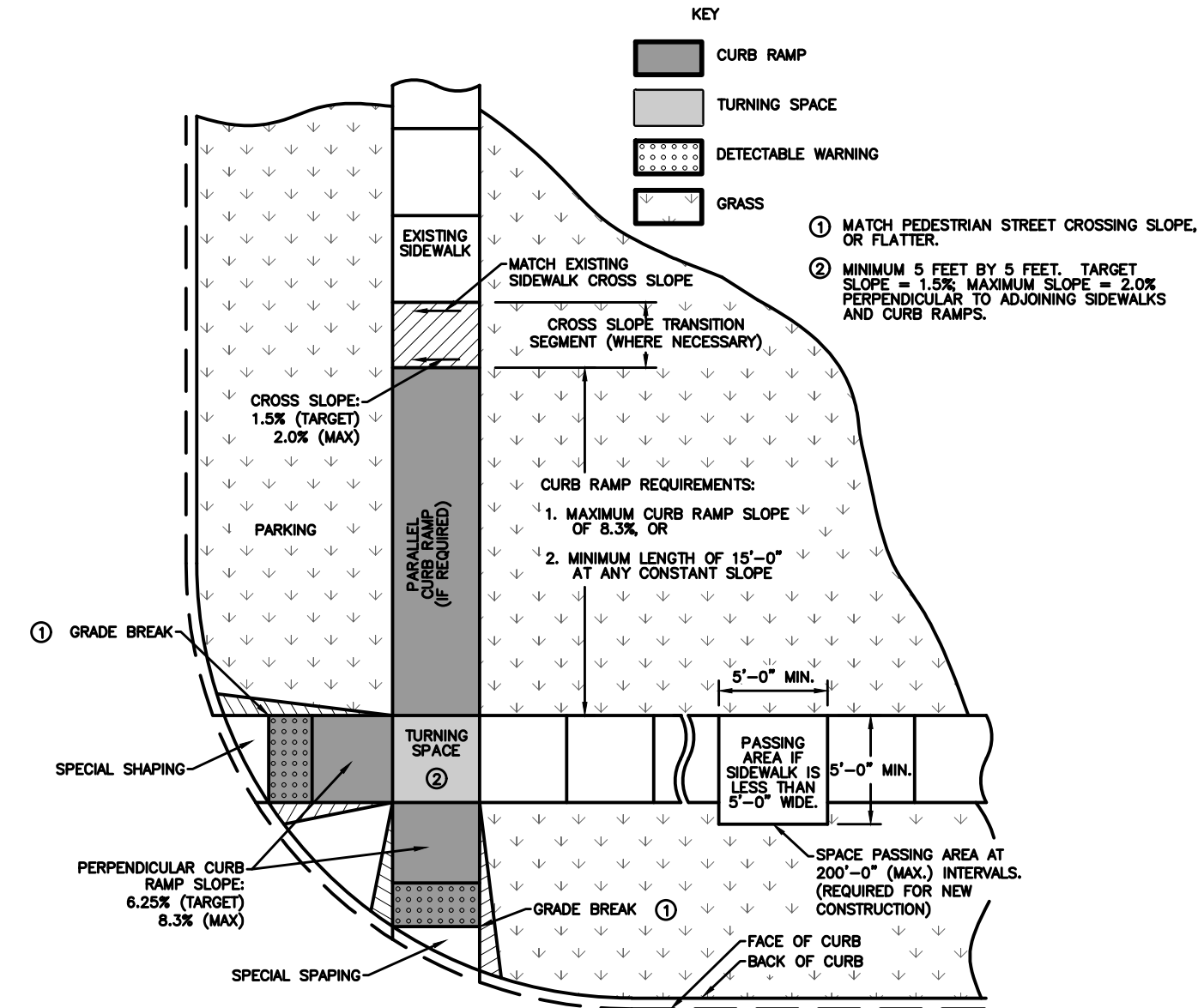
**9 ACCESSIBLE PARKING SIGN**  
NOT TO SCALE



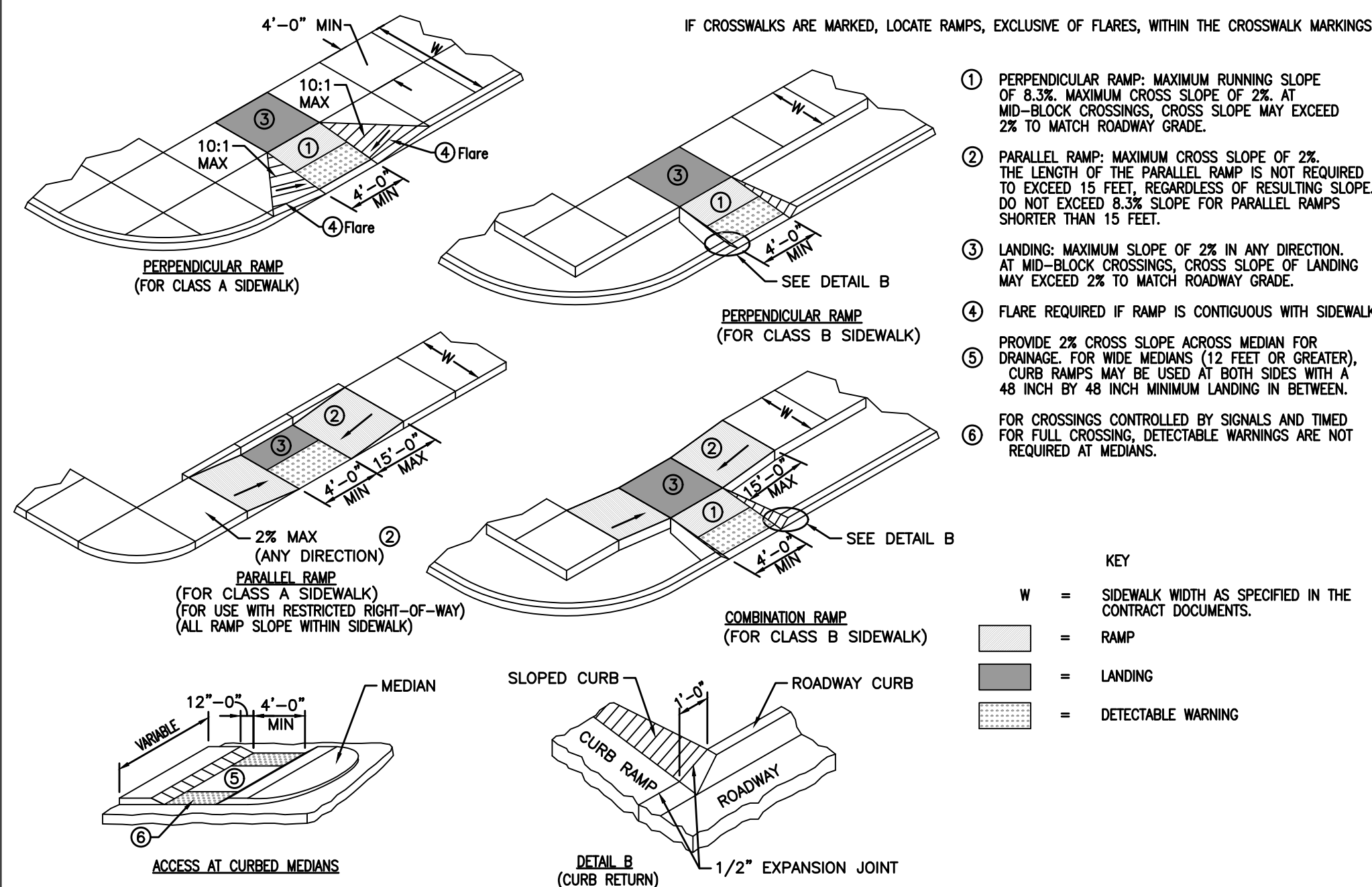
**GENERAL NOTES:**

- DETAILS INDICATED HEREON ARE TYPICAL ONLY. ALTERNATE DESIGNS MAY BE SUBMITTED TO THE ENGINEER FOR APPROVAL. ANY ALTERNATE DESIGN APPROVED FOR USE ON CONSTRUCTION SHALL CONFORM TO THE MINIMUM REQUIREMENTS AS SHOWN. REFER TO ADDITIONAL PORTIONS OF THE PROJECT PLANS FOR COMPLETE DATA AS TO INSTALLATION, LOCATION, ETC.
- ANY PRECAST P.C.C. WHEELSTOP MEASURING LONGER THAN 6'-0" WILL REQUIRE 3 ANCHOR PINS TO HOLD WHEELSTOP IN POSITION.
- ANCHOR PINS SHALL BE 5/8" DIAMETER, 1'-6" LONG. ANCHOR PINS THAT ARE NOT BEDDED IN CONCRETE SHALL BE GALVANIZED. GROUT ANCHOR PINS MINIMUM OF 2" DEEP.
- REINFORCING STEEL USED IN PRECAST P.C.C. WHEELSTOPS SHALL HAVE A MINIMUM OF 2" CLEARANCE TO THE CONCRETE SURFACES.
- MINIMUM CONCRETE STRENGTH IS 4,000 PSI. LOCATE 6" FROM EDGE OF PAVEMENT TO CENTER OF WHEELSTOP. CENTER WHEELSTOP IN EACH SPACE.

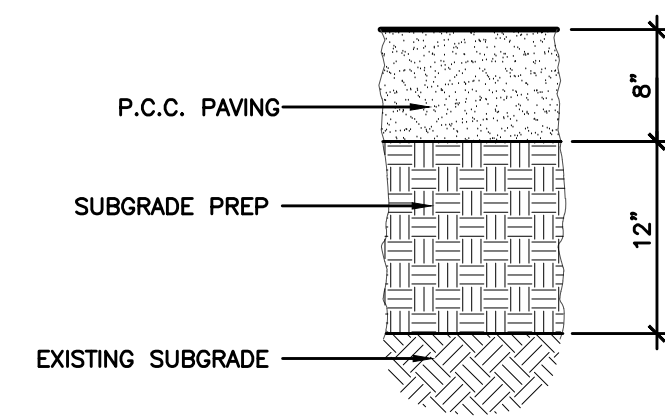
**8 P.C.C. WHEELSTOP**  
NOT TO SCALE



**7 GENERAL FEATURES OF AN ACCESSIBLE SIDEWALK**  
NOT TO SCALE

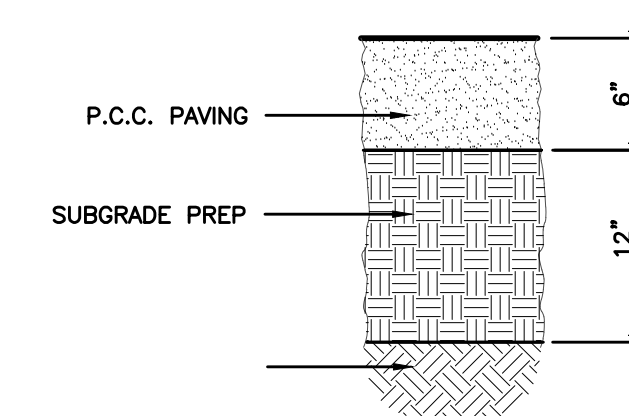


**6 CURB RAMPS OUTSIDE OF INTERSECTION RADIUS**  
NOT TO SCALE



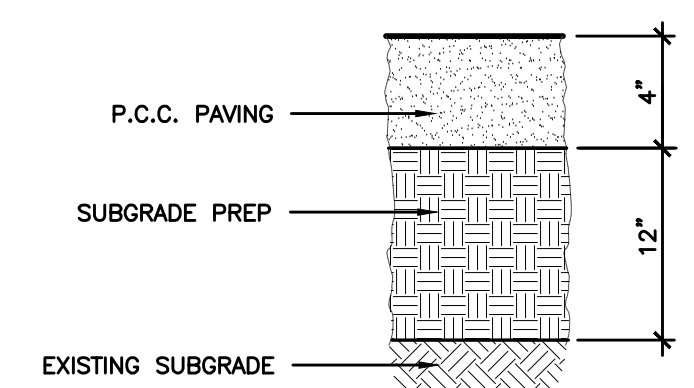
- NOTE:**
- SUBGRADE PREPARATION SHALL EXTEND 24" BEYOND EDGE OF PAVING OR BACK OF CURB.
  - SUBGRADE PREPARATION SHALL BE COMPLETED IN 2 - 6" LIFTS.

**5 HEAVY DUTY PCC PAVING**  
NOT TO SCALE



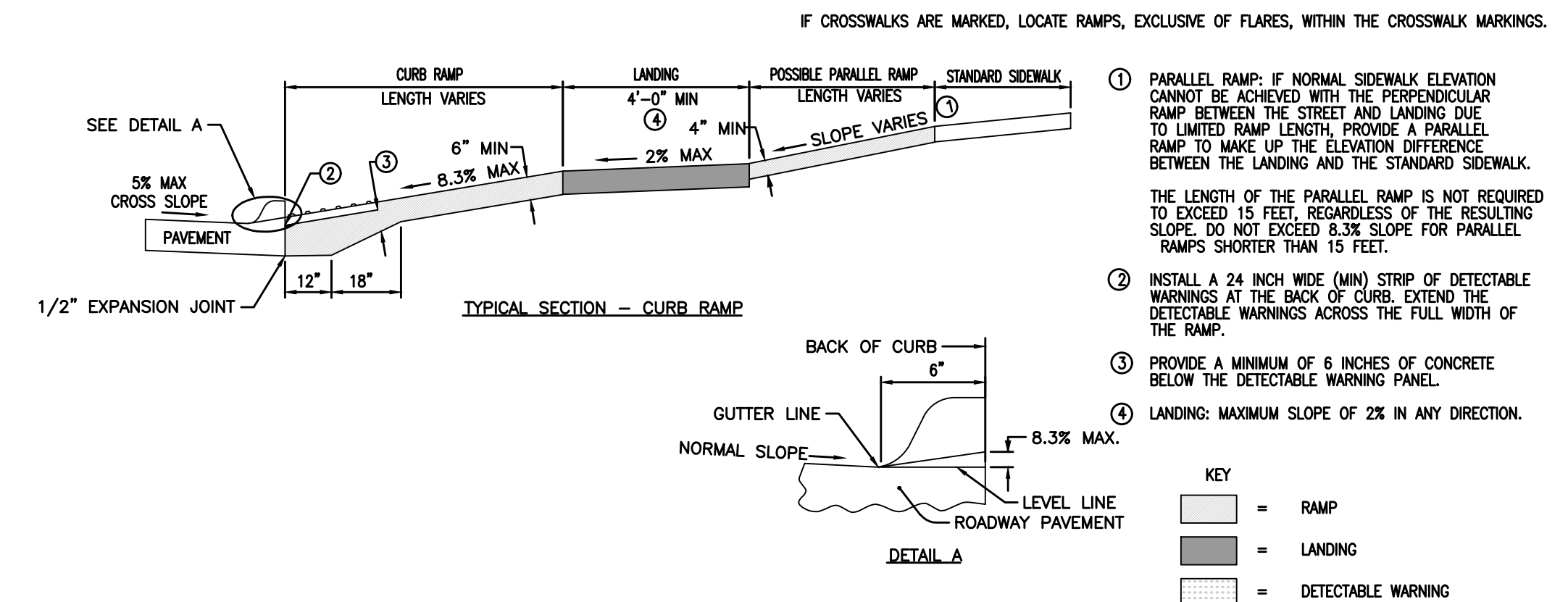
- NOTE:**
- SUBGRADE PREPARATION SHALL EXTEND 24" BEYOND EDGE OF PAVING OR BACK OF CURB.
  - SUBGRADE PREPARATION SHALL BE COMPLETED IN 2 - 6" LIFTS.

**4 STANDARD DUTY PCC PAVING**  
NOT TO SCALE



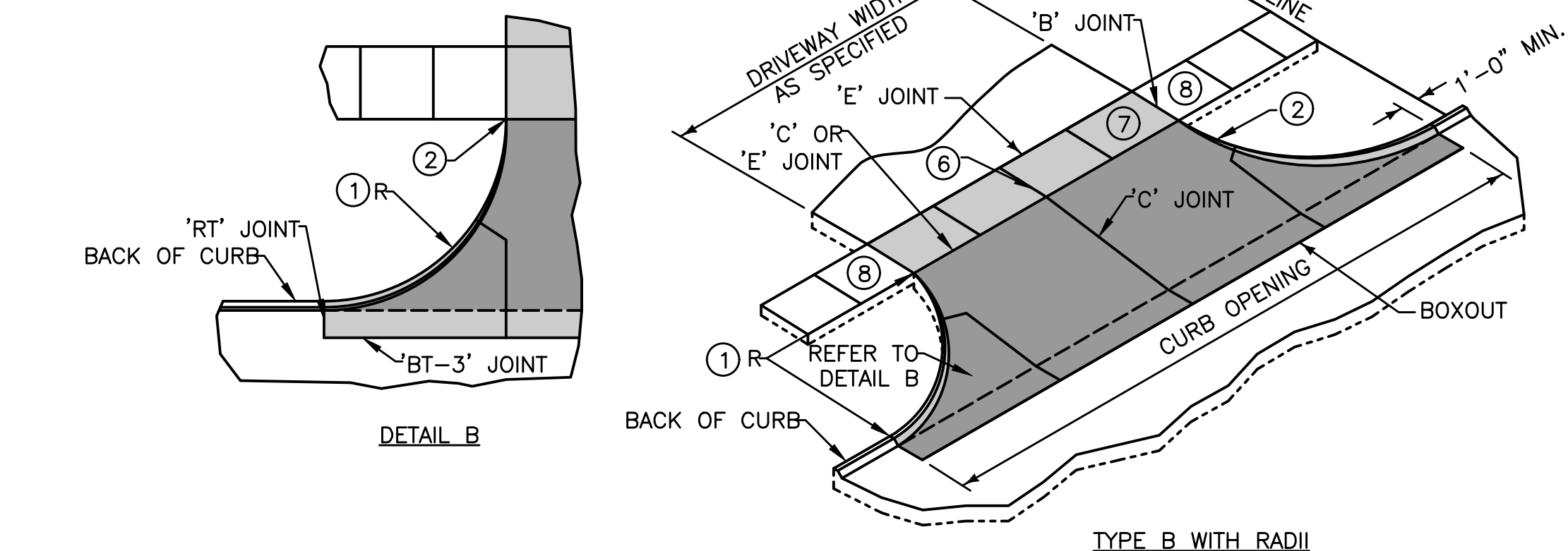
- NOTE:**
- SUBGRADE PREPARATION SHALL EXTEND 24" BEYOND EDGE OF PAVING OR BACK OF CURB.
  - SUBGRADE PREPARATION SHALL BE COMPLETED IN 2 - 6" LIFTS.

**3 PCC SIDEWALK**  
NOT TO SCALE



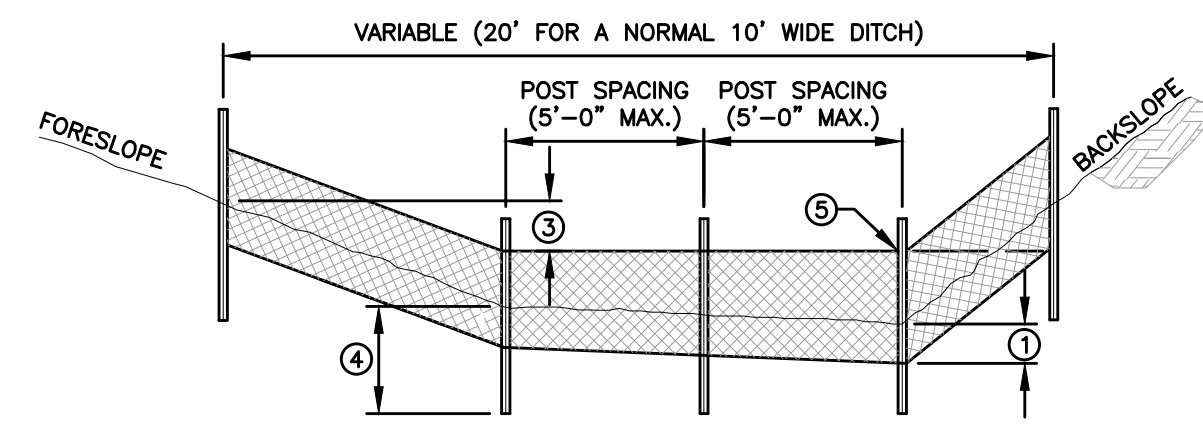
**2 CURB RAMPS GENERAL SECTION**  
NOT TO SCALE

- DRIVEWAY RADIUS (R). RESIDENTIAL: 10 FOOT MINIMUM, 15 FOOT MAXIMUM. COMMERCIAL AND INDUSTRIAL: AS SPECIFIED IN THE CONTRACT DOCUMENTS.
- TRANSITION THE CURB HEIGHT TO 0 INCHES AT END OF TAPER/RADIUS OR AT THE FRONT EDGE OF SIDEWALK. DO NOT EXTEND RAISED CURB CROSS SIDEWALK.
- PAVEMENT THICKNESS. RESIDENTIAL: 6 INCHES MINIMUM. COMMERCIAL AND INDUSTRIAL: 7 INCHES MINIMUM.
- SIDEWALK THICKNESS THROUGH DRIVEWAY TO MATCH THICKNESS OF DRIVEWAY.
- IF LONGITUDINAL JOINT IS LOCATED 48 INCHES OR LESS FROM THE BACK OF CURB, EXTEND BOXOUT TO JOINT LINE. FULL DEPTH SAW CUT IS STILL REQUIRED.
- FOR ALLEYS, INVERT THE PAVEMENT CROWN 2% TOWARD THE CENTER OF THE ALLEY.
- TARGET CROSS SLOPE OF 1.5% WITH A MAXIMUM CROSS SLOPE OF 2.0%. IF SPECIFIED IN THE CONTRACT DOCUMENTS, CONSTRUCT THE SIDEWALK THROUGH THE DRIVEWAY 5 FEET WIDE TO SERVE AS A PASSING SPACE.
- IF CROSS SLOPE OF ADJACENT SIDEWALK PANEL EXCEEDS 2.0%, REMOVE AND REPLACE TO TRANSITION FROM EXISTING SIDEWALK TO SIDEWALK THROUGH DRIVEWAY. IF THE ELEVATION CHANGE REQUIRES A CURB RAMP, COMPLY WITH FIGURE 7030.205; VERIFY NEED FOR DETECTABLE WARNING PANEL WITH ENGINEER.

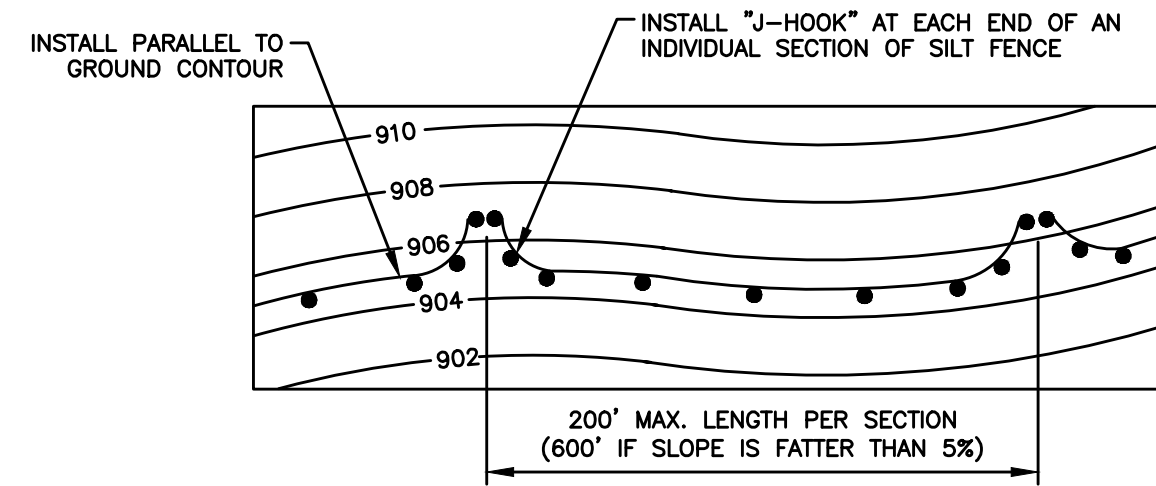


**1 CONCRETE DRIVEWAY TYPE B**  
NOT TO SCALE

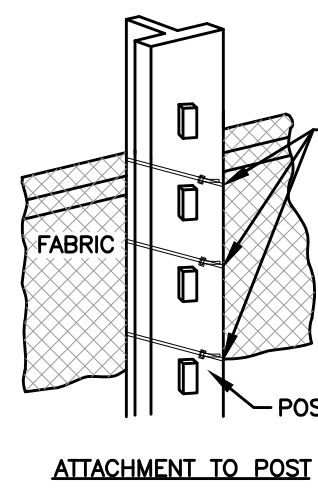
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 FILED BY: NICKLE NEAL  
 FILED IN: 20230419  
 PROJECT: 20230419



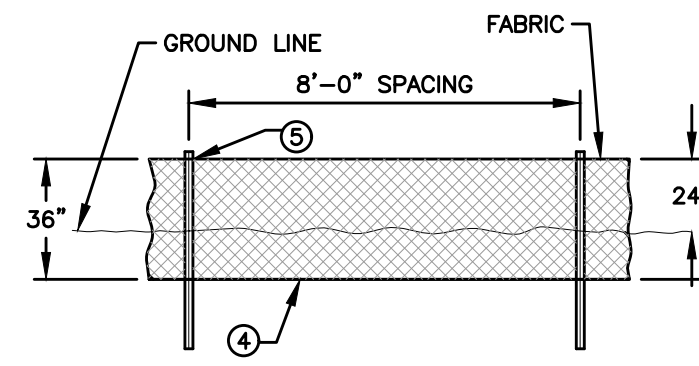
TYPICAL SILT FENCE DITCH CHECK



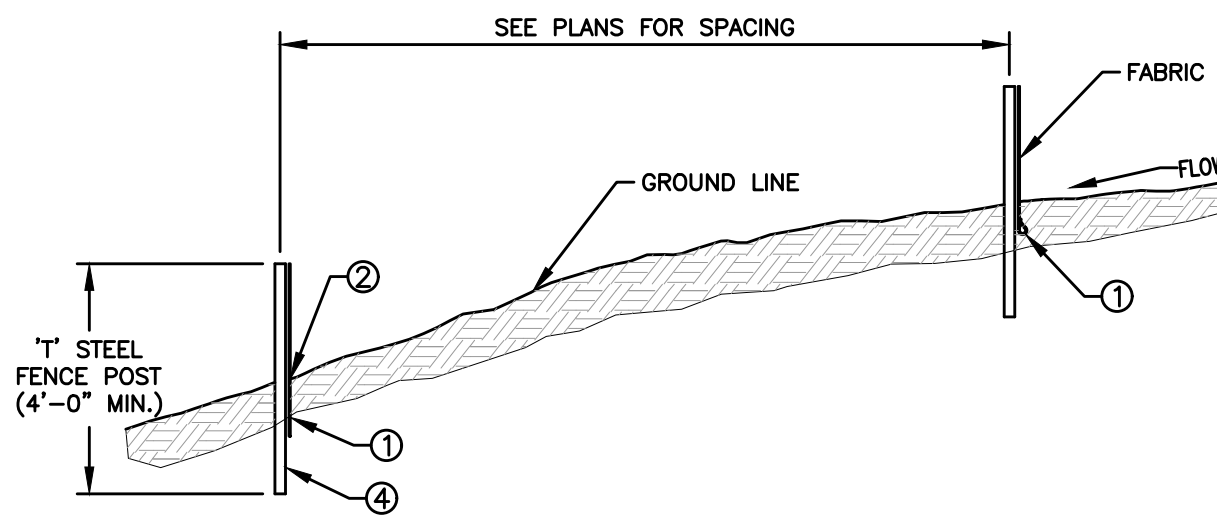
TYPICAL SILT FENCE INSTALLATION ON LONGITUDINAL SLOPES (PLAN VIEW)



ATTACHMENT TO POST



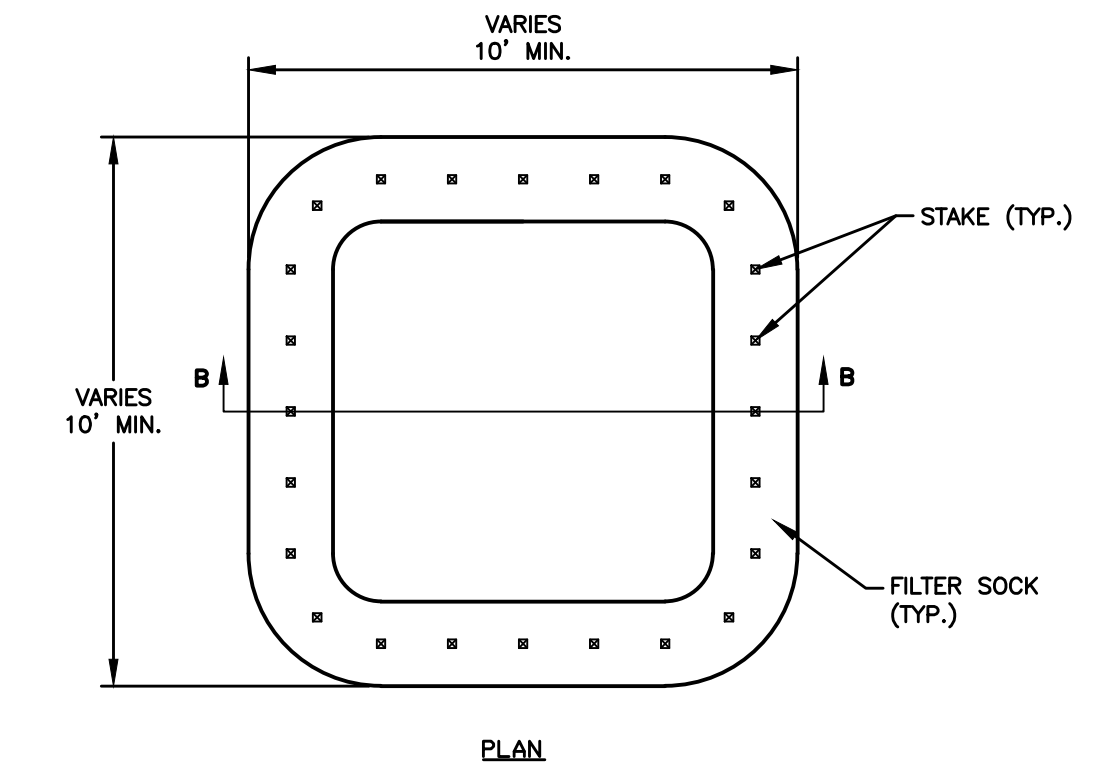
DETAILS OF SILT FENCE ON LONGITUDINAL SLOPES  
\*REDUCE POST SPACING TO 5'-0" AT WATER CONCENTRATION AREAS, OR AS REQUIRED TO ADEQUATELY SUPPORT FENCE.



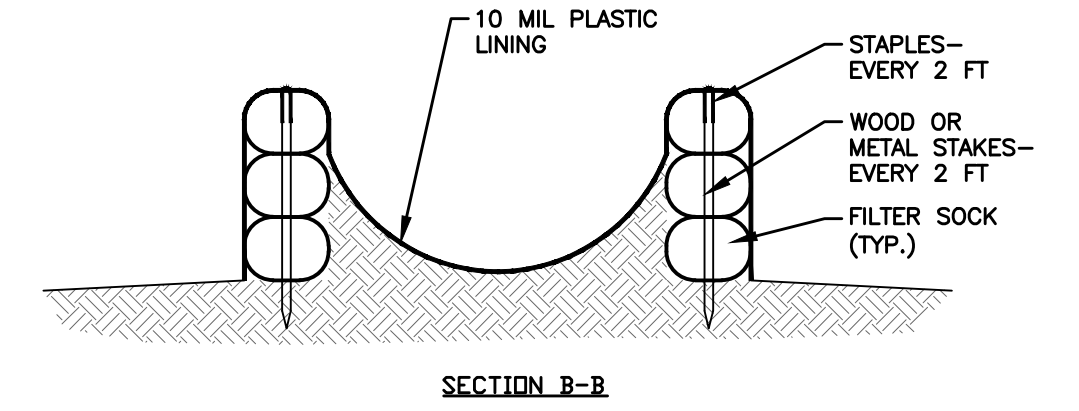
TYPICAL SILT FENCE INSTALLATION ON LONGITUDINAL SLOPES (PROFILE VIEW)

GENERAL NOTES:  
INSTALL SILT FENCE ACCORDING TO THE REQUIREMENTS OF THE PROJECT SPECIFICATIONS AND AT LOCATIONS SHOWN IN THE CONTRACT DOCUMENTS OR AS DIRECTED BY THE JURISDICTIONAL ENGINEER.

- ① INSERT 12 IN. OF FABRIC A MINIMUM OF 6 IN. DEEP (FABRIC MAY BE FOLDED BELOW THE GROUND LINE)
- ② COMPACT GROUND BY DRIVING ALONG EACH SIDE OF THE SILT FENCE AS REQUIRED TO SUFFICIENTLY SECURE THE FABRIC IN THE TRENCH TO PREVENT PULLOUT AND FLOW UNDER THE FENCE.
- ③ IN DITCHES, EXTEND SILT FENCE UP SIDE SLOPE SO THE BOTTOM ELEVATION AT THE END OF THE FENCE IS A MINIMUM OF 2 IN. HIGHER THAN THE TOP OF THE FENCE IN THE LOW POINT OF THE DITCH.
- ④ STEEL POSTS TO BE EMBEDDED 20 IN. UNLESS OTHERWISE ALLOWED BY THE JURISDICTIONAL ENGINEER.
- ⑤ SECURE TOP OF ENGINEERING FABRIC TO STEEL POSTS USING WIRE OR PLASTIC TIES (50 LB. MIN.). SEE DETAILS OF "ATTACHMENT TO POSTS."



PLAN

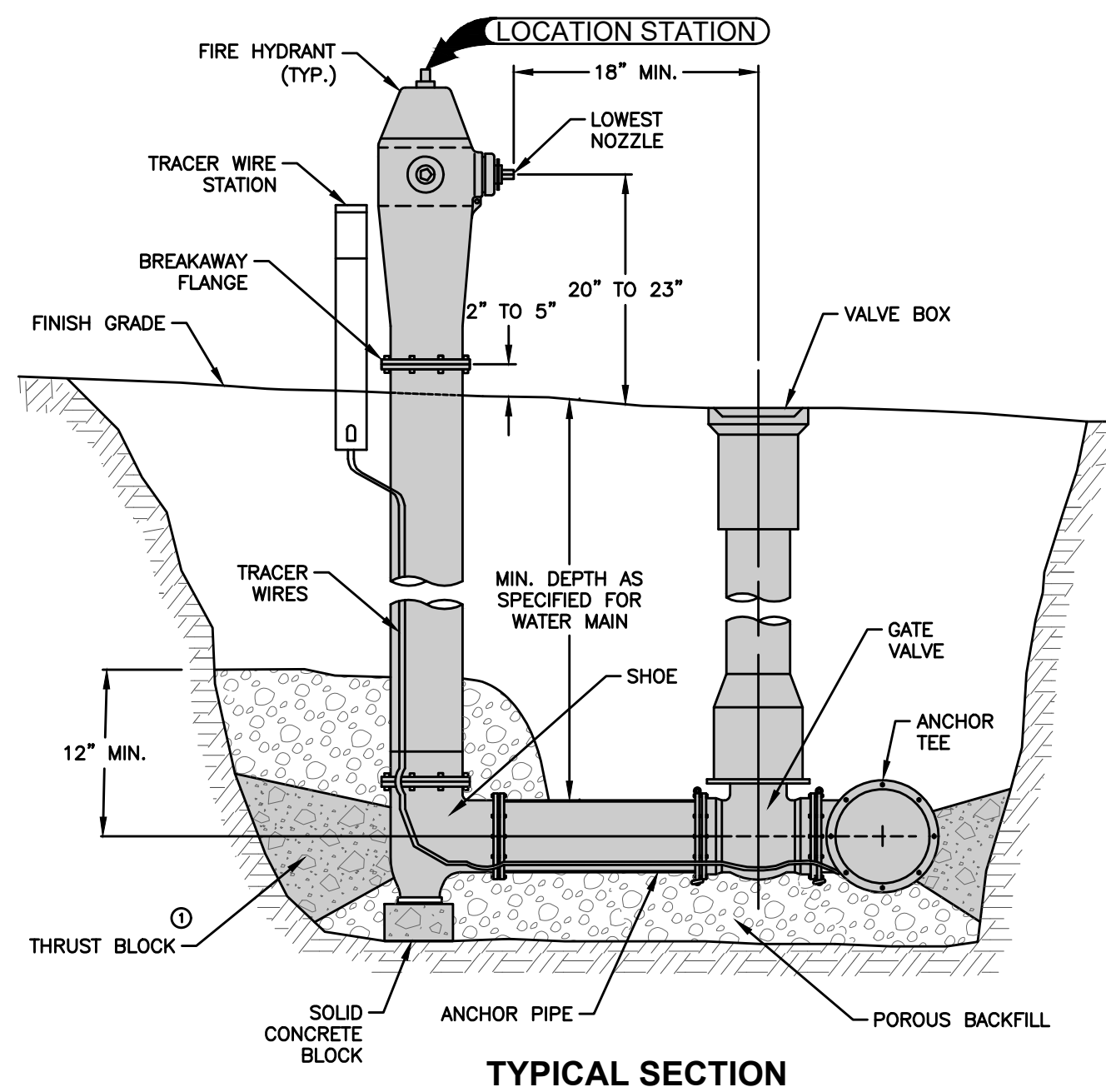


SECTION B-B

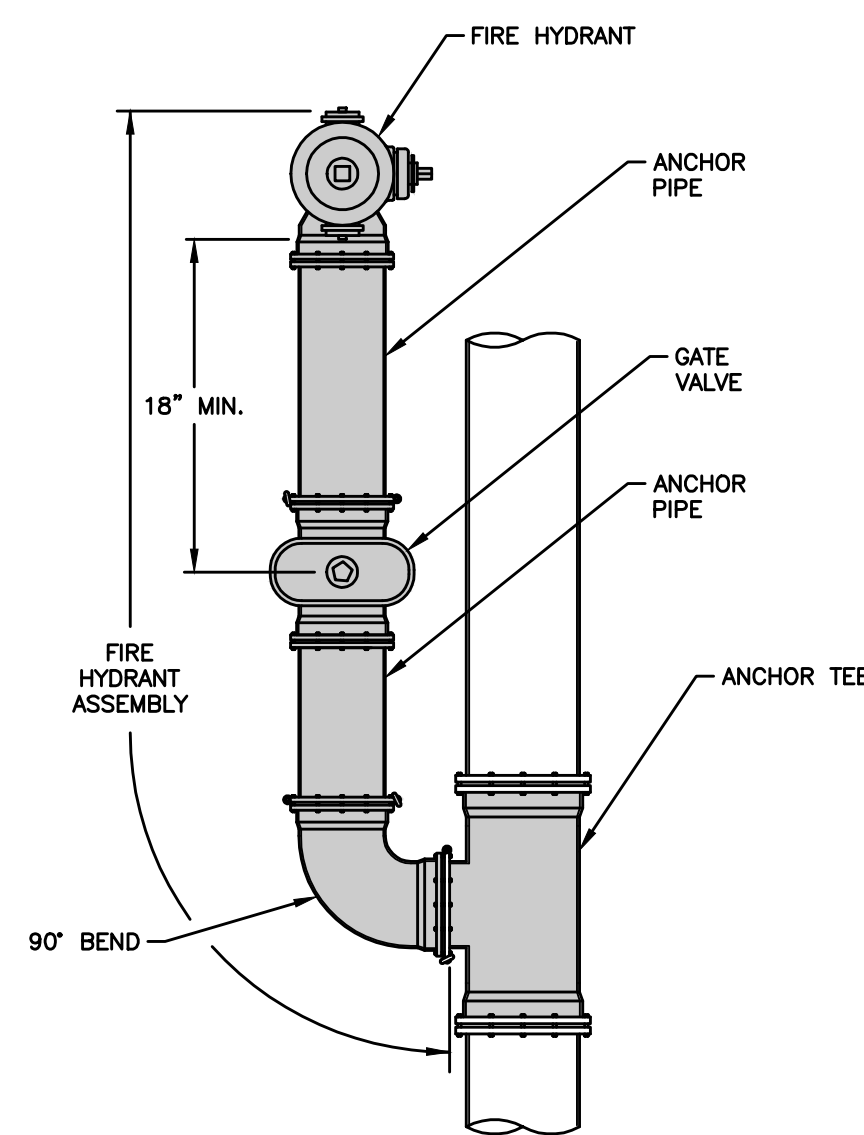
- NOTES:
1. ACTUAL LAYOUT AND LOCATION TO BE DETERMINED IN FIELD BY THE CONTRACTOR.
  2. THE CONCRETE WASHOUT SIGN SHALL BE INSTALLED WITHIN 30' OF THE TEMPORARY CONCRETE WASHOUT FACILITY.
  3. TEMPORARY WASHOUT AREA MUST BE AT LEAST 50' FROM A STORM DRAIN, CREEK BANK OR PERIMETER CONTROL.
  4. CLEAN OUT CONCRETE WASHOUT AREA WHEN 75% FULL.

**5 SILT FENCE**  
NOT TO SCALE

**2 CONCRETE WASHOUT**  
NOT TO SCALE

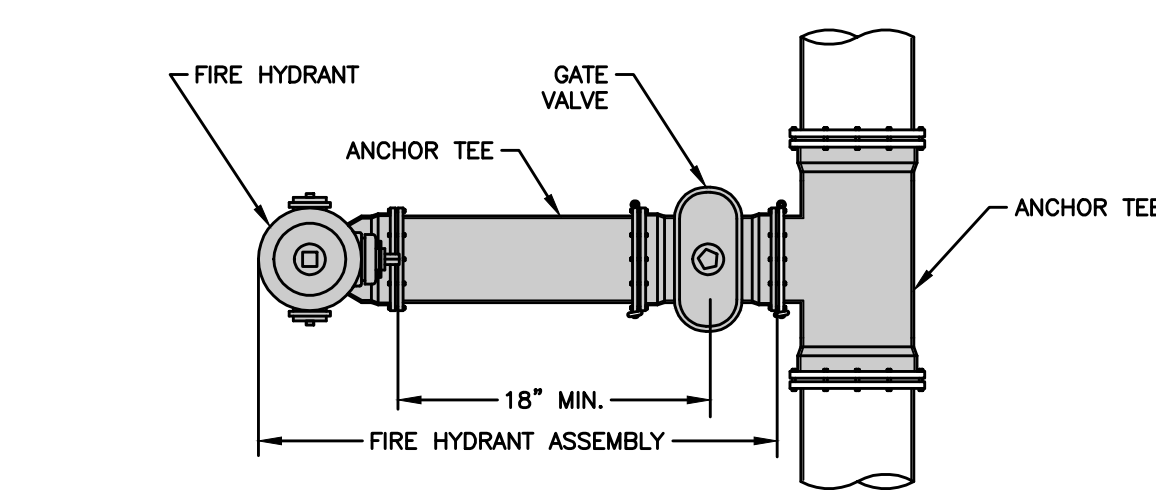


TYPICAL SECTION



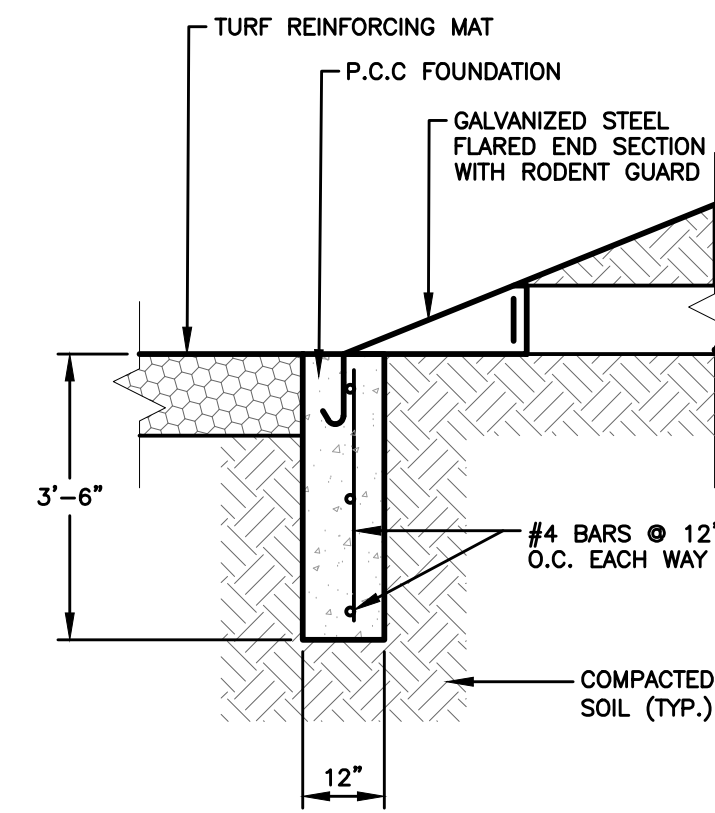
ALTERNATE PLAN

USE DUCTILE IRON PIPE WITH RESTRAINED MECHANICAL JOINTS FOR FIRE HYDRANT ASSEMBLY AND ANCHOR TEE.  
① DO NOT COVER DRAIN HOLES OR TRACER WIRE.

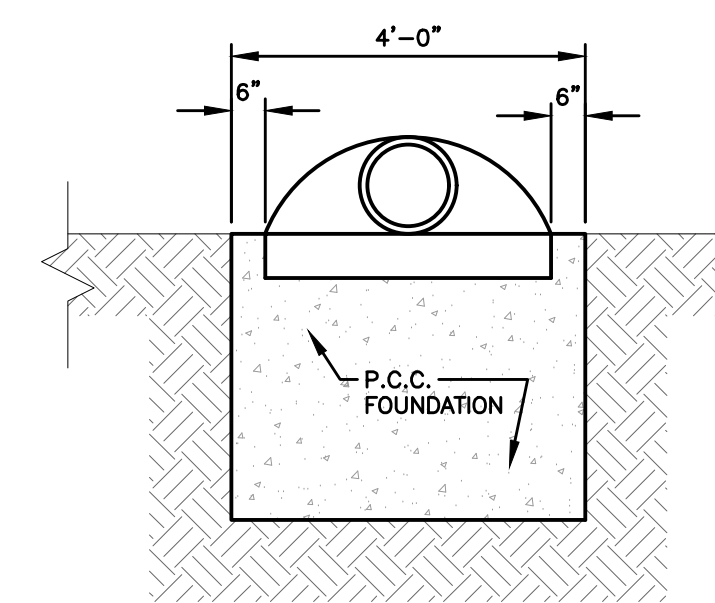


TYPICAL PLAN

**4 WM-201 FIRE HYDRANT ASSEMBLY**  
NOT TO SCALE

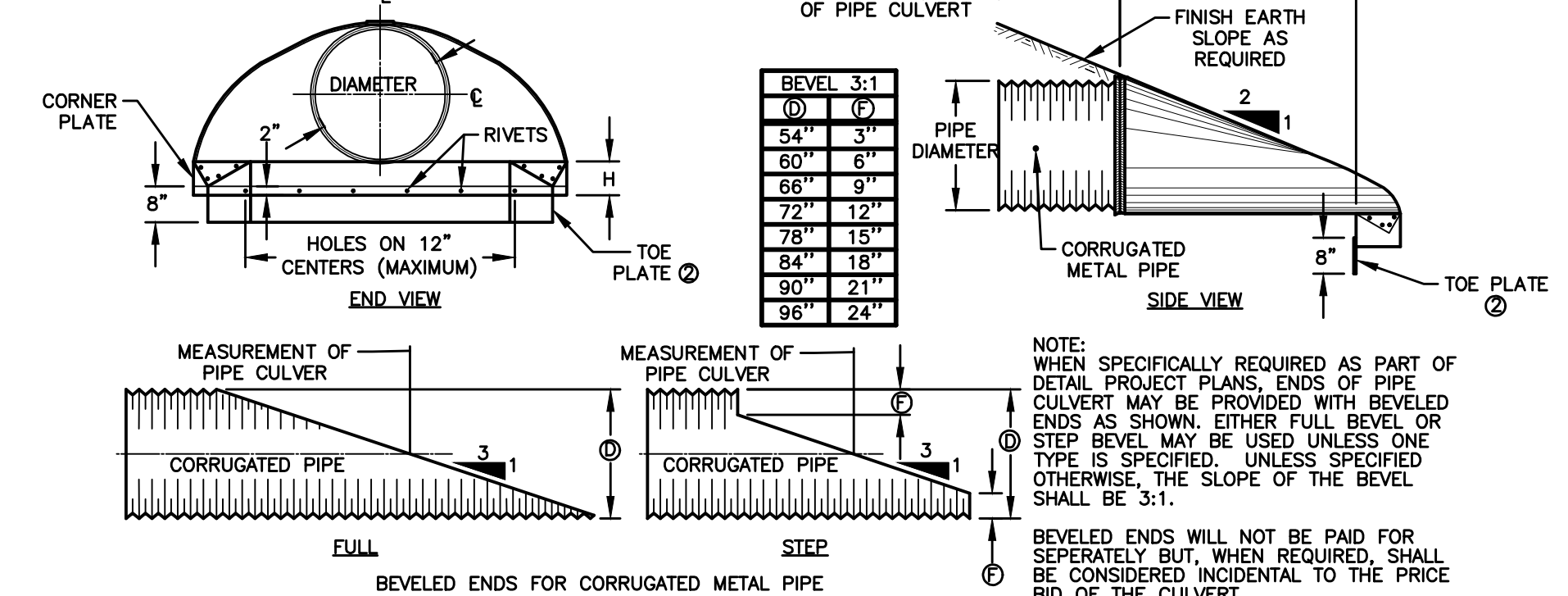
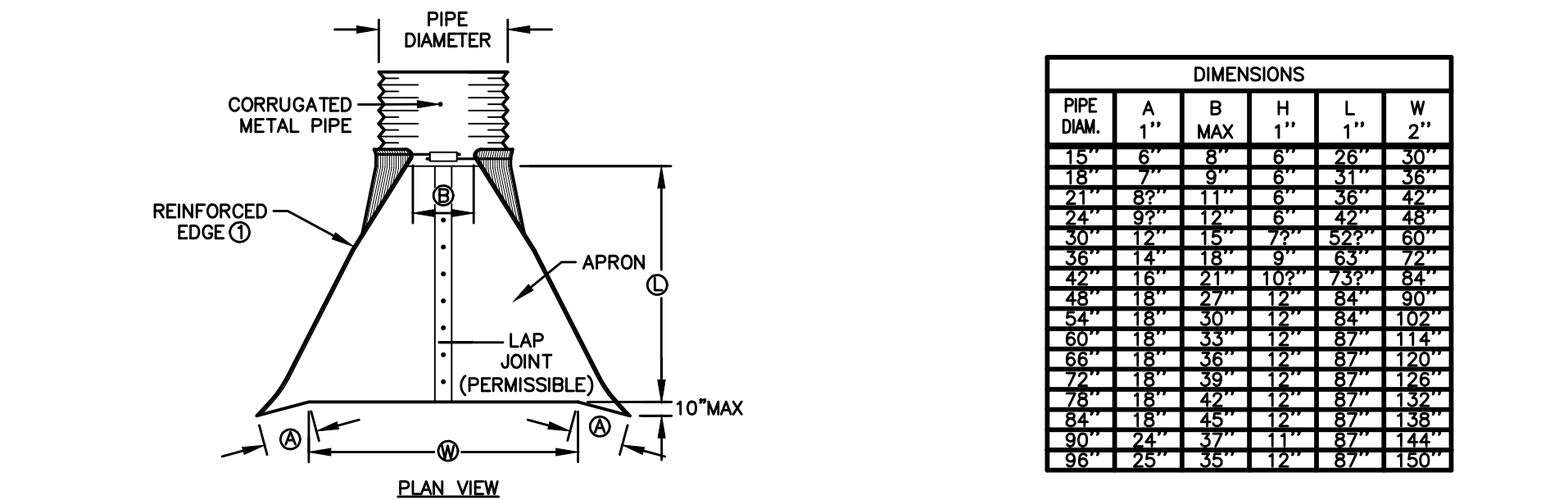


CROSS SECTION THROUGH P.C.C. FOUNDATION



CROSS SECTION THROUGH P.C.C. FOUNDATION

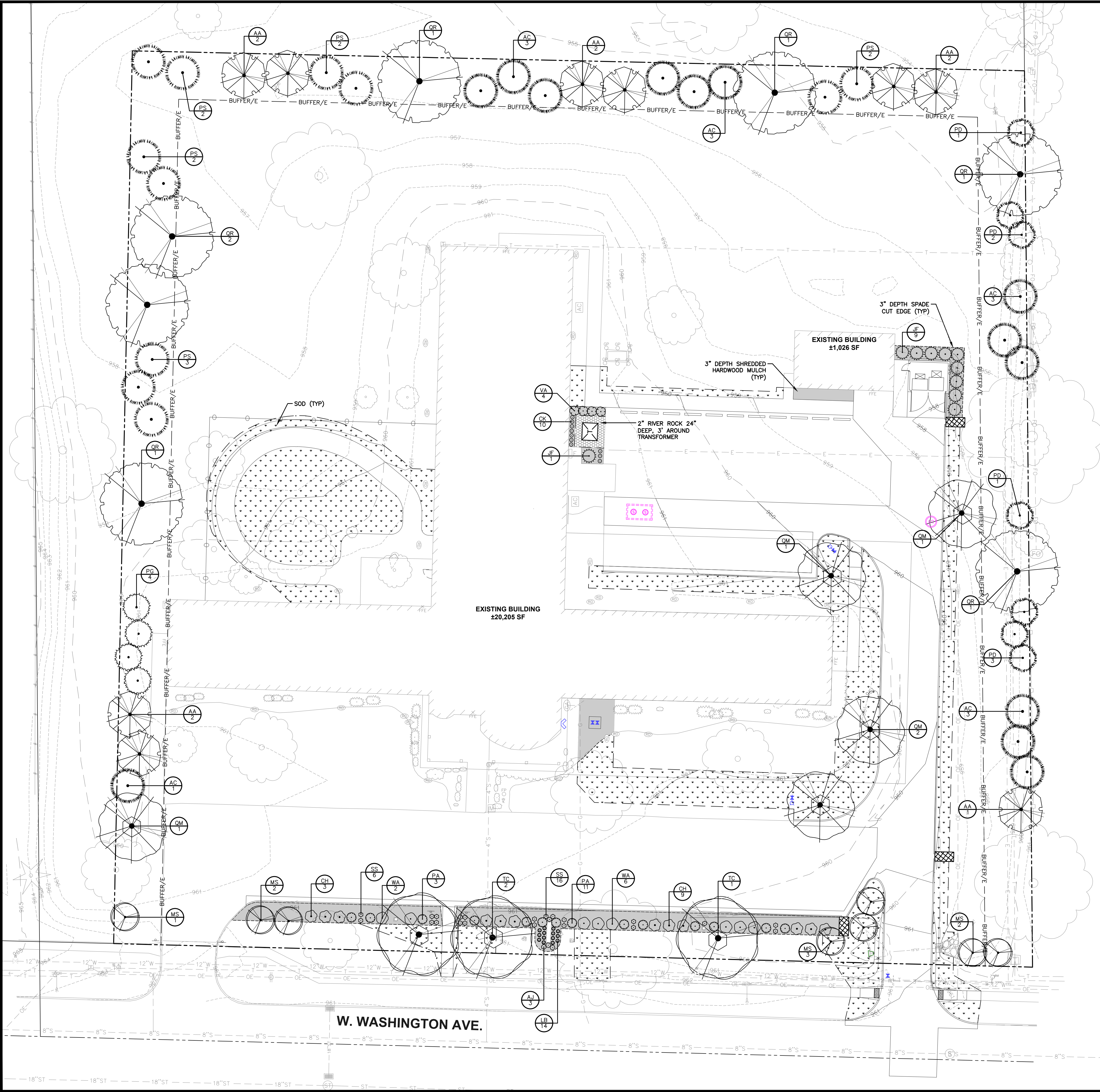
**3 METAL FLARED END SECTION AND FOOTING**  
NOT TO SCALE



**1 CORRUGATED METAL PIPE APRON**  
NOT TO SCALE

COMMENT: ENG.  
 FILE DATE: 4/19/2023  
 PLOTTED BY: NICKOLAI, REAL TECH  
 DATE PLOTTED: 4/19/2023 8:11 AM

DATE: \_\_\_\_\_  
 REVISIONS: \_\_\_\_\_  
 4121 NW URBANDALE DRIVE  
 URBANDALE, IA 50322  
 PHONE: (515) 369-4400 FAX: (515) 369-4410  
 DRAFTED: \_\_\_\_\_  
 ENGINEER: \_\_\_\_\_  
**ON WITH LIFE**  
 CIVIL DESIGN ADVANTAGE  
 POLK COUNTY, IOWA  
 1002 W. WASHINGTON AVE.  
 DATE: 04/19/2023  
 SHEET NUMBER: **C5.2**  
 2301.028



**LANDSCAPE NOTES**

1. LOCATE ALL UTILITIES BEFORE ANY PLANTING BEGINS.
2. THE 2023 EDITION OF THE SDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS, IF APPLICABLE, SHALL APPLY TO ALL WORK ON THIS PROJECT UNLESS OTHERWISE NOTED.
3. TYPE, SIZE, AND QUALITY OF PLANT MATERIAL SHALL CONFORM TO THE MOST CURRENT EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK AND 260.1 SYSTEMS; TRUE TO HEIGHT, SHAPE AND CHARACTER OF GROWTH OF THE SPECIES OR VARIETY.
4. ALL PLANT MATERIAL SHALL BE HEALTHY SPECIMENS WITHOUT DEFORMITIES, VOIDS AND OPEN SPACES, WITH WELL DEVELOPED BRANCH AND ROOT SYSTEMS; TRUE TO HEIGHT, SHAPE AND CHARACTER OF GROWTH OF THE SPECIES OR VARIETY.
5. SEED (TYPE 1) OR SOD ALL DISTURBED AREAS AS DIRECTED BY OWNER.
6. BACKFILL TO TOP OF CURB. (MINUS 1 1/2" FOR SOD, IF REQ.)
7. WEED PREVENTER (PRE-EMERGENT) SHALL BE SPREAD OVER SOIL AFTER PLANTING AND BEFORE MULCHING IN ALL PLANTING BEDS PER MANUFACTURER'S RECOMMENDATIONS.
8. SHREDDED HARDWOOD MULCH SHALL BE PLACED AROUND ALL TREES, SHRUBS AND IN ALL PLANTING BEDS TO A (MIN) DEPTH OF 3".
9. ALL EDGING SHALL BE SPADE CUT EDGE.
10. PLANT QUANTITIES ARE SHOWN FOR INFORMATION ONLY, THE DRAWING SHALL PREVAIL IF ANY CONFLICTS ARISE.
11. ALL DEBRIS SPILLED IN THE PUBLIC R.O.W. SHALL BE PICKED UP BY THE CONTRACTOR AT THE END OF EACH WORK DAY.
12. CONTRACTOR SHALL WARRANTY ALL PLANT MATERIALS FOR A PERIOD OF ONE YEAR FROM DATE OF INSTALLATION.

**LANDSCAPE REQUIREMENTS**

SITE AREA = 148,104 S.F. (3.40 AC.)  
 OPEN SPACE REQUIRED: (15%) = 22,216 S.F.  
 OPEN SPACE PROVIDED: (60%) = 82,862 S.F.

**OPENSOURCE PLANTING REQUIREMENT:**  
 2 TREES AND 6 SHRUBS PER 3,000 S.F. OF REQUIRED OPEN SPACE.

TREES REQUIRED: 15  
 EXISTING TREES: 18  
 PROPOSED TREES: 48 (INCLUDES BUFFER AND STREET TREES)  
 TOTAL PROVIDED: 66

SHRUBS REQUIRED: 45  
 EXISTING SHRUBS: 36  
 PROPOSED SHRUBS: 28  
 TOTAL PROVIDED: 62

**PAVEMENT SHADING REQUIREMENTS:**  
 DRIVEWAYS = 12,687 SF  
 PRIVATE STREETS = 12,639 SF  
 50,367 SF x 20% = 5,065 SF  
 REQUIRED: 5,065/700 = 8 TREES  
 PROVIDED: 8 TREES

**LEGEND**

1. SOD
2. 3" SHREDDED HARDWOOD MULCH
3. SPADE CUT EDGE
4. 2" RIVER ROCK
5. SOD LIMITS
6. TREES COUNTED TOWARD PAVEMENT SHADING REQUIREMENTS

**PLANT SCHEDULE**

EVERGREEN TREES	QTY	COMMON NAME	BOTANICAL NAME	CONDITION AND SIZE
AC	13	White Fir	Abies concolor	B&B, 6" HEIGHT
PD	7	Black Hills Spruce	Picea glauca 'Densata'	B&B, 6" HEIGHT
PG	4	Blue Colorado Spruce	Picea pungens 'Glaucoc'	B&B, 6" HEIGHT
PS	11	White Pine	Pinus strobus	B&B, 6" HEIGHT
ORNAMENTAL TREES	QTY	COMMON NAME	BOTANICAL NAME	CONDITION AND SIZE
MS	8	Spring Snow Crabapple	Malus x 'Spring Snow'	B&B, 1.5" CALIPER
OVERSTORY TREES	QTY	COMMON NAME	BOTANICAL NAME	CONDITION AND SIZE
AA	9	Autumn Flame Red Maple	Acer rubrum 'Autumn Flame'	B&B, 1.5" CALIPER
QM	5	Burr Oak	Quercus macrocarpa	B&B, 1.5" CALIPER
OR	7	Red Oak	Quercus rubra	B&B, 1.5" CALIPER
TC	3	Corinthian Littleleaf Linden	Tilia cordata 'Corzani' TM	B&B, 1.5" CALIPER
SHRUBS	QTY	COMMON NAME	BOTANICAL NAME	CONDITION AND SIZE
CH	12	Ivory Halo Dogwood	Cornus alba 'Balthala' TM	CONT, 3 GAL
JF	10	Sea Green Juniper	Juniperus chinensis 'Sea Green'	CONT, 3 GAL
VA	4	Blue Muffin Arrowwood Viburnum	Viburnum dentatum 'Christani' TM	CONT, 3 GAL
WA	8	Wine & Roses Weigela	Weigela florida 'Alexandra' TM	CONT, 3 GAL
GRASSES	QTY	COMMON NAME	BOTANICAL NAME	CONDITION AND SIZE
OK	10	Feather Reed Grass	Calamagrostis x acutiflora 'Kari Foerster'	CONT, 1 GAL
LB	14	Little Bunny Fountain Grass	Pennisetum alopecuroides 'Little Bunny'	CONT, 1 GAL
SS	22	Standing Ovation Little Bluestem Grass	Schizachyrium scoparium 'Standing Ovation'	CONT, 1 GAL
ANNUALS/PERENNIALS	QTY	COMMON NAME	BOTANICAL NAME	CONDITION AND SIZE
AJ	3	Autumn Joy Stonecrop	Sedum spectabile 'Autumn Joy'	CONT, 1 GAL
PA	14	Russian Sage	Perovskia atriplicifolia	CONT, 1 GAL

COMMENT: ENC.  
 FILE: N:\DATA\2023\20230419\20230419.LANDSCAPE PLAN  
 FILE DATE: 4/19/2023 8:11 AM  
 PLOTTED BY: NICKLE NEAL

DATE: \_\_\_\_\_

REVISIONS: \_\_\_\_\_

4121 NW URBANDALE DRIVE  
 URBANDALE, IA 50322  
 PHONE: (515) 369-4400 FAX: (515) 369-4410

ENGINEER: \_\_\_\_\_ DRAFTED: \_\_\_\_\_

**ON WITH LIFE**  
 CIVIL DESIGN ADVANTAGE

POLK COUNTY, IOWA

1002 W. WASHINGTON AVE.

DATE: 04/19/2023  
 SHEET NUMBER: L1.1  
 2301.028



April 19, 2023

City of Polk City  
ATTN: Chelsea Huisman  
112 3<sup>rd</sup> Street  
PO Box 426  
Polk City, Iowa 50226

RE: On With Life - Site Plan Submittal #3 (2301.028)

Dear Ms. Huisman,

We have received and reviewed comments from Snyder & Associates, dated April 13, 2023, regarding the previously submitted Site Plan. Revisions and responses, written in bold type, are as follows:

1. Provide additional details to demonstrate the maximum height of the building, including roof peaks. Revise fire hydrants to be located distance equal to a minimum of 1.5 times the maximum height of the building.

**Revised building elevations are included within this submittal.**

2. Revise easement document and legal description as required by the City prior to Council Action.

**Easement document draft is included within this submittal and signed documents will be delivered to the City this week.**

Enclosed with this submittal, you will find the following:

1. Revised Site Plan (PDF via e-mail)
2. Draft Easement Document (PDF via e-mail)
3. Revised Architectural Elevations (PDF via e-mail)

Please let us know if you have any questions or need anything else.

Sincerely,

CIVIL DESIGN ADVANTAGE



Nikki Neal, ASLA

Copy: Jean Shelton, On With Life (PDF via e-mail)  
Travis Thornburgh, Snyder & Associates (PDF via e-mail)  
Kathleen Connor, Snyder & Associates (PDF via e-mail)  
Vitus Bering, SVPA Architects (PDF via e-mail)  
Sara Herman, SVPA Architects (PDF via e-mail)  
Tim Vaughn, SVPA Architects (PDF via e-mail)  
John Becker, CDA (PDF via e-mail)  
File



April 19, 2023

Honorable Mayor and City Council  
City of Polk City  
P.O. Box 426  
Polk City, Iowa 50226

RE: REPORT OF BIDS AND RECOMMENDATION OF AWARD OF CONTRACT  
WEST BRIDGE ROAD WATER MAIN LOOP PROJECT  
S&A PROJECT NO.: 121.0378.01

Dear Honorable Mayor and City Council:

The bid letting for the above referenced project was originally held on Wednesday, September 7, 2022, and the resulting contract was awarded to Elder Corporation via Resolution 2022-108. Due to utility conflicts, poor weather during the contract period, and material price increases, the Contractor is unable to perform the work as originally contracted at the price of \$79,200.

City Staff has requested a proposal from the Underground Company to perform the work in place of Elder Corporation. The Underground Company is currently performing the public utility construction for the Crossroads at the Lakes Plat 3 subdivision, and is qualified to complete this work. The Underground Company provided a proposal, in the amount of \$74,771.00, which results a net decrease in cost of \$4,429 to complete the project.

It is our recommendation that the City of Polk City rescind Resolution 2022-108, making award of the construction contract to Elder Corporation and approve the proposal of the Underground Company to complete the W. Bridge Road Water Main Loop Project, in the amount of \$74,771.

We will be in attendance at the council meeting on April 24, 2023. Please feel free to contact me at 515-964-2020 or email [tthornburgh@snyder-associates.com](mailto:tthornburgh@snyder-associates.com) if you have any questions or need additional information.

Sincerely,

SNYDER & ASSOCIATES, INC.

Travis D. Thornburgh, P.E.  
Project Engineer

Enclosure (Bid Tabulation)

cc: Chelsea Huisman, City of Polk City  
Mike Schulte, City of Polk City  
Kathleen Connor, Snyder & Associates, Inc.  
John W. Haldeman, Snyder & Associates, Inc.

**RESOLUTION NO. 2023-57**

**RESOLUTION RESCINDING RESOLUTION 2022-108, MAKING AWARD OF CONSTRUCTION CONTRACT TO ELDER CORPORATION AND APPROVING THE PROPOSAL OF THE UNDERGROUND COMPANY, LTD FOR THE WEST BRIDGE ROAD WATER MAIN LOOP PROJECT**

---

**WHEREAS**, the City of Polk City desires to construct certain public improvements described in general as the West Bridge Road Water Main Loop Project.; and

**WHEREAS**, the City Council ordered the contract documents for this project to be made available for bidding with the Notice to Bidders and Notice of Public Hearing published in the Des Moines Business Record on September 2, 2022; and

**WHEREAS**, the City of Polk City received the following proposals on September 7, 2022:

Elder Corporation	\$79,200
Gator Excavating/Absolute Infrastructure	\$91,970
Vanderpool Construction, Inc.	\$99,515
J&K Contracting	\$100,573
On Track Construction, LLC	\$104,530
Synergy Contracting, LLC	\$117,917

and;

**WHEREAS**, on September 12, 2022, the City Council adopted Resolution No. 2022-108 making award of construction contract to Elder Corporation in the amount of \$79,200 for the West Bridge Road Water Main Loop Project; and

**WHEREAS**, Elder Corporation has notified the City of Polk City it is unable to perform the work on the West Bridge Road Water Main Loop Project due to delays in utility relocations; and

**WHEREAS**, the current State of Iowa thresholds for competitive quotes or bidding allows the City of Polk City to receive a proposal for this project through an informal process without obtaining competitive quotes or bidding; and

**WHEREAS**, the Underground Company, LTD has provided a proposal to complete the work for the West Bridge Road Water Main Loop Project in the amount of \$74,771.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Polk City, Iowa, that Resolution No. 2022-108 making award of construction contract to

Elder Corporation in the amount of \$79,200 for the West Bridge Road Water Main Loop Project is rescinded, and the bond is released.

**BE IT FURTHER RESOLVED**, that the proposal from the Underground Company, LTD to complete the work for the West Bridge Road Water Main Loop Project in the amount of \$74,771 is hereby approved, and the bond is accepted.

**PASSED AND APPROVED** this 24th day of April 2023.

---

Steve Karsjen, Mayor

ATTEST:

---

Jenny Coffin, City Clerk



CONTRACT NO. 120.0378.01

DATE \_\_\_\_\_

**CONTRACT**

THIS CONTRACT, made and entered into at Polk City, Iowa this 24<sup>th</sup> day of April, 2022, by and between the City of Polk City by its Mayor, upon order of its City Council hereinafter called the "Jurisdiction," and The Underground Co. Ltd., hereinafter called the "Contractor."

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk. This contract includes all contract documents. The work under this contract shall be constructed in accordance with the SUDAS Standard Specifications, 2022 Edition, and as further modified by the supplemental specifications and special provisions included in said contract documents, and the Contract Attachment - Item 1: General, which is attached hereto. The Contractor further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law, for the time required in said contract documents, after its acceptance by the Jurisdiction.

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

**West Bridge Road Water Main Loop Project**

The Project includes water main installation, water main removal, removal and replacement of paved driveway, and associated permanent seeding and fertilizing. The construction is located in the NE quadrant of the West Bridge Road and Parker Boulevard intersection of Polk City, Iowa.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of SEVENTY-FOUR THOUSAND SEVEN HUNDRED SEVENTY-ONE AND NO/100 dollars (\$74,771.00) which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written notice to proceed by the Jurisdiction and to fully complete the project as follows:

Work shall commence no sooner than the pre-construction meeting, and no later than May 15, 2023. The contractor shall be allotted 15 working days to complete all work, including installation of permanent surface restoration. Working days shall be counted from the date that work commences, or May 15, whichever occurs first. Once work has commenced, the contractor shall work diligently to complete work as soon as practical. Demobilization by the Contractor from the site will not be allowed prior to final surface restoration. Liquidated damages in the amount of five hundred (\$500.00) per working day will be assessed for each day that work remains uncompleted after the end of the contract period.

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

JURISDICTION

CONTRACTOR

By \_\_\_\_\_

The Underground Co. Ltd.  
Contractor

(Seal)  
ATTEST:

By   
Signature

\_\_\_\_\_

Vice-President  
Title

FORM APPROVED BY:

12245 Dakota Street  
Street Address

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

Carlisle, Iowa 50047  
City, State, Zip Code

515-282-8455  
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number 60858-80 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
  - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
  - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

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

CORPORATE ACKNOWLEDGMENT

State of Iowa )  
 ) SS  
Warren County)

On this 17 day of April, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Chris Burkhardt and \_\_\_\_\_, to me known, who, being by me duly sworn, did say that they are the Vice President, and \_\_\_\_\_, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that Chris Burkhardt and \_\_\_\_\_ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.



Kelly A. Johnson  
Notary Public in and for the State of Iowa  
My commission expires April 10, 2026

PARTNERSHIP ACKNOWLEDGMENT

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

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

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

INDIVIDUAL ACKNOWLEDGMENT

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

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

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

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

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

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

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

**CONTRACT ATTACHMENT****Project Name: West Bridge Road Water Main Loop  
Project****CONTRACT ATTACHMENT: ITEM 2 - BID ITEMS AND QUANTITIES**

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

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNITS</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
<b>EARTHWORK</b>					
2.1	Topsoil, On-Site	CY	149	\$ 12.00	\$ 1,788.00
2.2	Remove, Salvage, and Replace Erosion Control Rock	CY	58	\$ 15.00	\$ 870.00
<b>TRENCH EXCAVATION AND BACKFILL</b>					
3.1	Trench Compaction Testing	LS	1	\$ 500.00	\$ 500.00
<b>WATER MAIN AND APPURTENANCES</b>					
5.1	Water Main, Trenched, PVC C900, 12"	LF	252	\$ 159.00	\$ 40,068.00
5.2	Fitting, 22.5 Degree Bend, 12"	EA	2	\$ 1,120.00	\$ 2,240.00
5.3	Fitting, 45 Degree Bend, 12"	EA	2	\$ 1,120.00	\$ 2,240.00
5.4	Valve, Gate, 12"	EA	1	\$ 3,775.00	\$ 3,775.00
5.5	Fire Hydrant Removal	EA	1	\$ 400.00	\$ 400.00
5.6	Connection to Existing Water Main	EA	2	\$ 3,240.00	\$ 6,480.00
<b>STREETS AND RELATED WORK</b>					
7.1	Driveway Removal, HMA	SY	26	\$ 20.00	\$ 520.00
7.2	PCC Driveway Replacement	SY	26	\$ 165.00	\$ 4,290.00
<b>TRAFFIC CONTROL</b>					
8.1	Temporary Traffic Signal	LS	1	\$ 1,000.00	\$ 1,000.00
<b>SITE WORK AND LANDSCAPING</b>					
9.1	Conventional Seeding and Fertilizing, Permanent, Type 1	AC	0.30	\$ 16,000.00	\$ 4,800.00
<b>MISCELLANEOUS</b>					
11.1	Mobilization	LS	1	\$ 4,000.00	\$ 4,000.00
11.2	Remove, Salvage, and Reset Mailbox	EA	1	\$ 300.00	\$ 300.00
11.3	Utility Exploration/Potholing	LS	1	\$ 1,500.00	\$ 1,500.00
<b>TOTAL BID: \$</b>					<b>74,771.00</b>

**PERFORMANCE, PAYMENT, AND MAINTENANCE BOND**

KNOW ALL BY THESE PRESENTS:

That we, The Underground Co. Ltd., as Principal (hereinafter the "Contractor" or "Principal" and Merchants Bonding Company (Mutual), as Surety are held and firmly bound unto City of Polk City, as Obligee (hereinafter referred to as "the Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of SEVENTY-FOUR THOUSAND SEVEN HUNDRED SEVENTY-ONE AND NO/100 dollars (\$74,771.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 24<sup>th</sup> day of April, 2023, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

**West Bridge Road Water Main Loop Project**

The Project includes water main installation, water main removal, removal and replacement of paved driveway, and associated permanent seeding and fertilizing. The construction is located in the NE quadrant of the West Bridge Road and Parker Boulevard intersection of Polk City, Iowa.

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. Provided, however, that one year after the date of acceptance as complete of the work under the above referenced Contract, the maintenance portion of this Bond shall continue in force but the penal sum for maintenance shall be reduced to the sum of SEVENTY-FOUR THOUSAND SEVEN HUNDRED SEVENTY-ONE AND NO/100 dollars (\$74,771.00), which is the cost associated with those items shown on the proposal and in the Contract that require a maintenance bond period in excess of one year.

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

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

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

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

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Dean M Clark; Diane M Vanderpool; Jessica J Perkins; Stacy R Rush

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

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

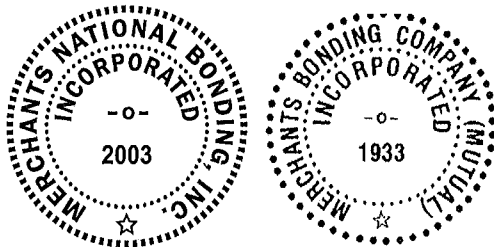
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings,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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 21st day of January, 2022.

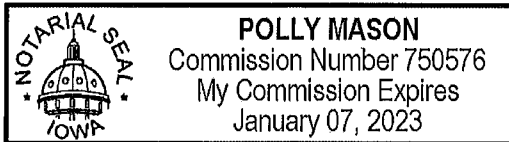


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 21st day of January, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

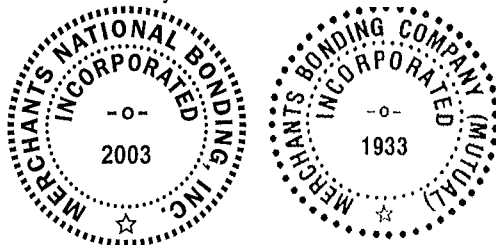


*Polly Mason*  
Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 24th day of April, 2023.



*William Warner Jr.*  
Secretary





April 10, 2023

## Proposal

**To:** City of Polk City  
c/o Snyder and Associates  
Attn. Travis Thornburgh

**Project:** West Bridge Road Water Main Loop Project  
Polk City, Iowa

**Engineer:** Snyder & Associates  
Sheet: PlanSet  
Plan Date: 8/12/22, No Addendum Received

**From:** The Underground Company Ltd.  
12245 Dakota Street  
Carlisle, Iowa 50047  
Phone: 515.282.8455  
Fax: 515.282.8465  
Chris Burkhardt: Project Estimator (323.3185)([chrisb@underltd.com](mailto:chrisb@underltd.com))

**RE:** Water Main Installation Proposal

We, The Underground Company, Ltd., propose to provide labor, machinery and material to complete the following scope of work for the above referenced project.

**Work Scope:**

**Water Main Installation as Per Plan**

See attached sheet for scope of work and unit prices



PROJECT: West Bridge Road Water Main Loop Project  
 LOCATION: Polk City, Iowa



ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
<b><u>Earthwork</u></b>					
2.1	Topsoil, on Site	149.00	CY	\$ 12.00	\$ 1,788.00
2.2	Remove, Salvage, and Replace Erosion Control Rock	58.00	CY	\$ 15.00	\$ 870.00
<b><u>Trench Excavation and Backfill</u></b>					
3.1	Trench Compaction Testing	1.00	LS	\$ 500.00	\$ 500.00
<b><u>Water Mains and Appurtenances</u></b>					
5.1	Water Main, Trenched, PVC C900, 12"	252.00	LF	\$ 159.00	\$ 40,068.00
5.2	Fittings, 22.5 Degree Bend, 12"	2.00	EA	\$ 1,120.00	\$ 2,240.00
5.3	Fittings, 45 Degree Bend, 12"	2.00	EA	\$ 1,120.00	\$ 2,240.00
5.4	Valve, Gate, 12"	1.00	EA	\$ 3,775.00	\$ 3,775.00
5.5	Fire Hydrant Removal	1.00	EA	\$ 400.00	\$ 400.00
5.6	Connection to Existing Water Main	2.00	EA	\$ 3,240.00	\$ 6,480.00
<b><u>Streets and Related Work</u></b>					
7.1	Driveway Removal, HMA	26.00	SY	\$ 20.00	\$ 520.00
7.2	PCC Driveway Replacement	26.00	SY	\$ 165.00	\$ 4,290.00
<b><u>Traffic Control</u></b>					
8.1	Temporary Traffic Control	1.00	LS	\$ 1,000.00	\$ 1,000.00
<b><u>Site Work and Landscaping</u></b>					
9.1	Conventional Seeding, Fertilizing, and Mulching, Permanent, Type 1	0.30	AC	\$ 16,000.00	\$ 4,800.00
<b><u>Miscellaneous</u></b>					
11.1	Mobilization	1.00	LS	\$ 4,000.00	\$ 4,000.00
11.2	Remove, Salvage, and Reset Mailbox	1.00	EA	\$ 300.00	\$ 300.00
11.3	Utility Exploration/Potholing	1.00	LS	\$ 1,500.00	\$ 1,500.00
				<b>Project Total:</b>	<b>\$ 74,771.00</b>

Not Responsible for Material Delays if Pipe and Other Materials Become Unavailable.  
 Price Adjustments May Be Needed if Material Prices Go Up.

Does Not Include Extra Erosion Stone if Applicable.

Price Contingent That the Existing Utilities Have Already Been Relocated.

Erosion Controls by Others if Applicable.

**PLAT OF SURVEY**

Date: April 14, 2023

Prepared by: Kathleen Connor  
Travis Thornburgh, P.E.

Project: Mack Plat of Survey

Project No.: 123.0519.01

**GENERAL INFORMATION:**

Applicant/Owner: Orville H & Iowa Mack Co.

Requested Action: Approval of P.O.S. for  
Parcel 2023-53

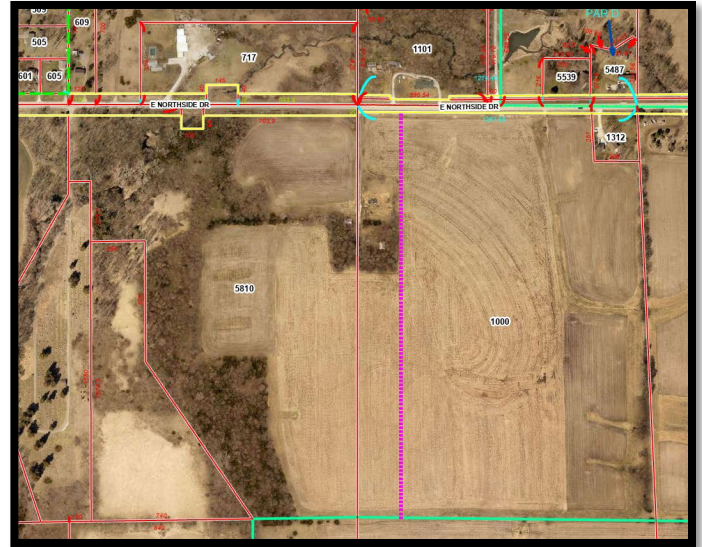
Location: 5810 NW 118<sup>th</sup> St. &  
1000 E. Northside Dr.

East Parcel Size: 55.235 acres

Parcel 2023-53 Size: 8.08 acres

West Parcel Size: 39.97 acres

Current Zoning: R-1  
(all parcels)



**PROJECT DESCRIPTION:**

Orville and Iowa Mack own two parcels on the south side of E. Northside Drive. The east parcel is 55.24 acres in size and is titled under Orville H & Iowa Mack Co. The smaller, west parcel is 39.97 acres in size and is titled under OH & Iowa Mack Co. Both parcels were recently rezoned to R-1 to allow for development of a single-family residential subdivision. The farmhouse on the east property has been removed. Abandonment of the existing well and septic system are the responsibility of the property owner and/or developer.

The property owners now propose to sell the west parcel plus a 185' wide strip from the west side of the east parcel to a developer for development purposes. (The proposed property line is shown in magenta above.) The remainder of the east parcel will be sold for development purposes at some point in the future.

On behalf of the applicant, Civil Design Advantage has prepared a Plat of Survey to split off the west 8-acres of the east parcel in anticipation of the sale of the west 48.05 acres of their property.

In order preserve the full development potential of both large parcels, Parcel 2023-53 will be permanently tied to the west parcel via a Record of Lot Tie Agreement so it cannot be sold independently which could hinder orderly development of the area. In addition, Parcel 2023-53 will be designated as an unbuildable parcel until such time as both the 39.97 west parcel and the 8.08-acre west parcel are final platted in accordance with the Subdivision Regulations.

Since no new buildable parcels will be created by the Plat of Survey, a recommendation from P&Z is not needed prior to Council approval.

**REVIEW COMMENTS:**

All staff comments have been addressed.

**RECOMMENDATION:**

Based on the satisfactory resolution of each of the above review comments, we recommend Council approval of the Plat of Survey for Parcel 2023-53 subject to the following:

1. Recordation of the signed Record of Lot Tie Agreement together with recordation of the Plat of Survey and provision of said recorded documents to the City Clerk within 30 days of City Council approval.
2. Payment to the City Clerk for the Application Fee and Engineering Review Fees prior to Council action on this Plat of Survey.

**RESOLUTION NO. 2023-59**

**A RESOLUTION APPROVING A PLAT OF SURVEY FOR  
PARCEL NO. 2023-53**

---

**WHEREAS**, Civil Design Advantage, on behalf of OH & Iowa Mack Company has submitted a Plat of Survey for an area of land to be known as Parcel No. 2023-53, located in Polk City, Iowa; and

**WHEREAS**, the intent of this Survey is to split off a parcel of land to be sold for future development purposes; and

**WHEREAS**, Parcel 2023-53 will be tied to the west parcel via a Lot Tie Agreement and will not be buildable until such time as both parcels are final platted in accordance with the Subdivision Regulations; and

**WHEREAS**, the property owners have signed a Record of Lot Tie Agreement; and

**WHEREAS**, the City Attorney and City Engineer have reviewed the Plat of Survey and legal documents 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 Parcel No. 2023-53 and the Record of Lot Tie Agreement.

**PASSED AND APPROVED** the 24 day of April 2023.

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Steve Karsjen, Mayor

ATTEST:

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Jenny Coffin, City Clerk

**INDEX LEGEND**

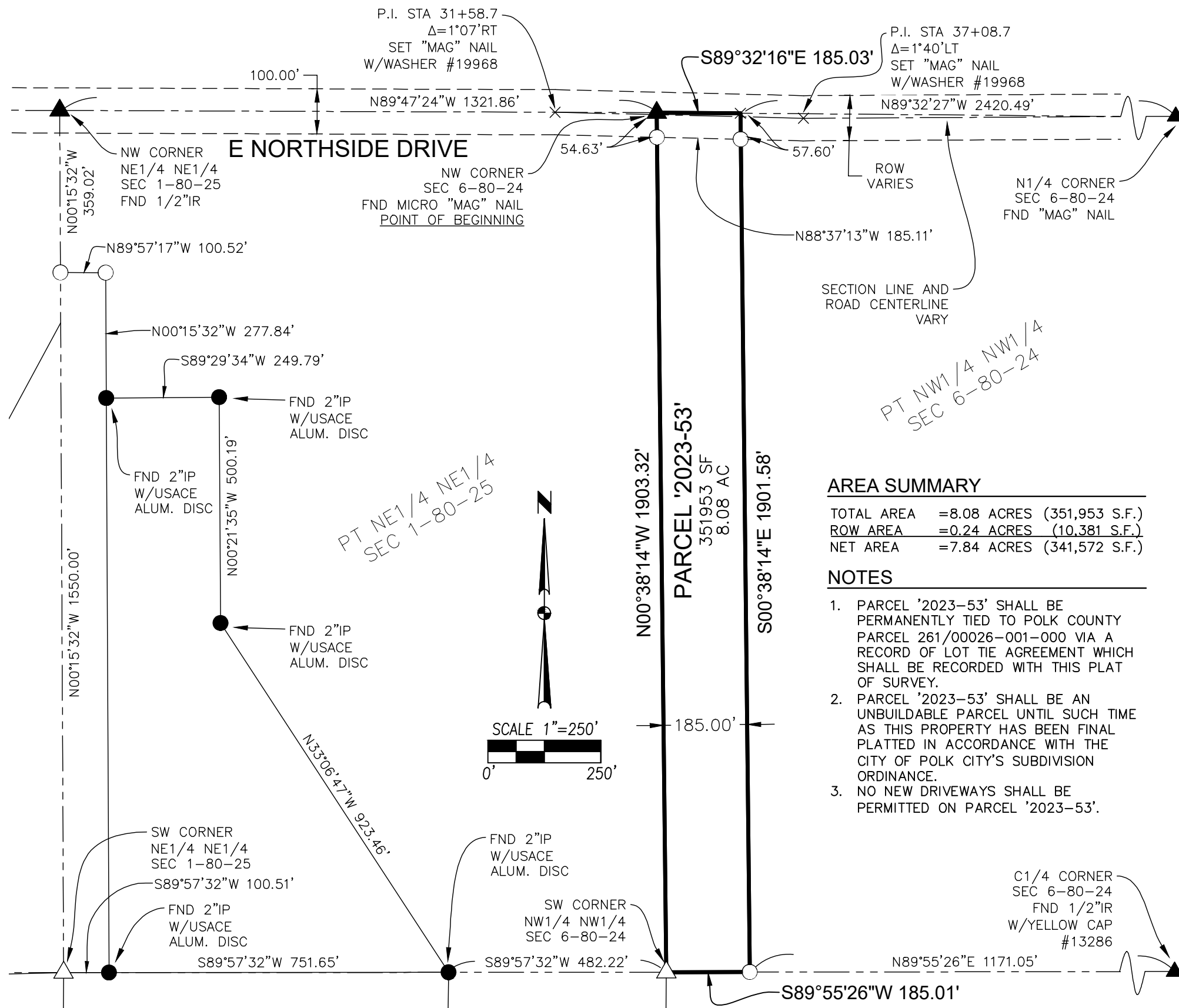
LOCATION: PART OF NW1/4 NW1/4  
IN SECTION 6-T80N-R24W  
POLK CITY, POLK COUNTY, IOWA

REQUESTOR BY ORVILLE H & IOWA MACK CO  
PROPRIETOR: POB 214  
POLK CITY, IA 50226-0214

SURVEYOR: MATTHEW J. THOMAS, PLS

PREPARED BY CIVIL DESIGN ADVANTAGE, LLC  
& RETURN TO: 4121 NW URBANDALE DRIVE  
URBANDALE, IA 50322  
PH: 515-369-4400

**PLAT OF SURVEY**



**PARCEL '2023-53' PROPERTY DESCRIPTION**

A PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF POLK CITY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 6; THENCE SOUTH 89°32'16" EAST ALONG THE NORTHERLY LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER, 185.03 FEET; THENCE SOUTH 00°38'14" EAST, 1901.58 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTH 89°55'26" WEST ALONG SAID SOUTH LINE, 185.01 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 00°38'14" WEST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER, 1903.32 FEET TO THE POINT OF BEGINNING AND CONTAINING 8.08 ACRES (351,953 SQUARE FEET).

THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD INCLUDING 0.24 ACRES OF RIGHT OF WAY ALONG THE NORTH SIDE THEREOF.

**DATE OF SURVEY**

03/17/2023 THRU 03/28/2023

**PLAT LEGEND**

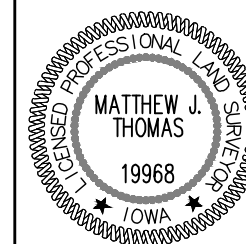
	FOUND	SET
SECTION CORNER AS NOTED	▲	△
1/2" REBAR, RED PLASTIC CAP#19968 (UNLESS OTHERWISE NOTED)	●	○
MEASURED BEARING & DISTANCE	(M)	
RECORDED BEARING & DISTANCE	(R)	
DEEDED BEARING & DISTANCE	(D)	
CENTERLINE	---	---
SECTION LINE	---	---
EASEMENT LINE	---	---

**AREA SUMMARY**

TOTAL AREA = 8.08 ACRES (351,953 S.F.)  
ROW AREA = 0.24 ACRES (10,381 S.F.)  
NET AREA = 7.84 ACRES (341,572 S.F.)

**NOTES**

1. PARCEL '2023-53' SHALL BE PERMANENTLY TIED TO POLK COUNTY PARCEL 261/00026-001-000 VIA A RECORD OF LOT TIE AGREEMENT WHICH SHALL BE RECORDED WITH THIS PLAT OF SURVEY.
2. PARCEL '2023-53' SHALL BE AN UNBUILDABLE PARCEL UNTIL SUCH TIME AS THIS PROPERTY HAS BEEN FINAL PLATTED IN ACCORDANCE WITH THE CITY OF POLK CITY'S SUBDIVISION ORDINANCE.
3. NO NEW DRIVEWAYS SHALL BE PERMITTED ON PARCEL '2023-53'.



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.

MATTHEW J. THOMAS, P.L.S. DATE \_\_\_\_\_  
LICENSE NUMBER 19968  
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023  
PAGES OR SHEETS COVERED BY THIS SEAL:  
THIS SHEET

DATE: \_\_\_\_\_

REVISIONS: \_\_\_\_\_

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

TECH: \_\_\_\_\_ REVIEW: \_\_\_\_\_

ENGINEER: \_\_\_\_\_

**PLAT OF SURVEY - PARCEL "2023-53"**  
**PART OF NW1/4 NW1/4**  
**IN SECTION 6-T80N-R24W**

POLK CITY, IOWA

2211.760



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

**Date:** April 24, 2023 City Council Meeting  
**To:** Mayor Steve Karsjen & City Council  
**From:** Chelsea Huisman, City Manager  
**Subject:** Chapter 11 RAGBRAI Ordinance

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**BACKGROUND:** For the City Council's consideration on Monday is a proposed ordinance related to RAGBRAI passing through Polk City on Wednesday, July 26, 2023. The Ordinance is specific to creating temporary regulations for the one-day event to help city officials and citizens deal with the public health and safety aspects created by the large number of people coming into the community on that day. The Ordinance addresses and outlines regulations for the following:

1. Vendor Regulations & Fees
2. Street Closures
3. Alcohol consumption spaces

**ALTERNATIVES:** Do not approve the ordinance

**FINANCIAL CONSIDERATIONS:** The financial considerations regarding this Ordinance are specific to the vendor fees the City will collect. The fees collected will help offset some of the expenses associated with the one-day event.

**RECOMMENDATION:** It is my recommendation that the Council approve the 1<sup>st</sup> reading of the RAGBRAI ordinance and waive the 2<sup>nd</sup> and 3<sup>rd</sup> readings of the ordinance. We have had many vendors and local organizations contact us about participating that day, and we would like to start reviewing and approving applications from interested parties.



**ORDINANCE NO. 2023-7000**

**AN ORDINANCE AMENDING THE CITY CODE OF ORDINANCES OF THE CITY OF POLK CITY, IOWA BY ADDING NEW CHAPTER 11, “RAGBRAI”**

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**WHEREAS**, the City Council of the City of Polk City, Iowa, deems it necessary and proper to add Chapter 11 of the Code of Ordinances to help city officials and citizens deal with the public health and safety problems created by the infusion of a large number of people into the City of Polk City when the Des Moines Register’s Annual Great Bicycle Ride Across Iowa™ (RAGBRAI) arrives in Polk City on July 26, 2023.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF POLK CITY, IOWA:**

**Section 1:** The Polk City Code is hereby amended by adding the following:

**CHAPTER 11 “RAGBRAI”**

**11.01 PURPOSE** Providing temporary regulations to govern activities associated with RAGBRAI.

**11.02 VENDORS**

1. Permit required. No person, club, group, organization, corporation or entity of any kind shall provide or sell food, services, or merchandise to the public on any property within the incorporated city limits of Polk City on July 26, 2023, unless said person or entity shall first obtain a Vendor Permit from the City of Polk City through the City Clerk’s Office located at City Hall at 112 3<sup>rd</sup> Street in Polk City Iowa. However, any person or entity which is a resident of Polk County and in possession of a valid permit issued by the State of Iowa for the sale of food to be consumed on its permanent premises as of July 1, 2023, or in possession of a current Iowa retail sales tax permit, shall be exempt from the requirements of this Section.

2. Fees. The fee for a Polk City Vendor Permit shall be \$400 per booth unless vendor is recognized by the IRS as being tax-exempt by virtue of its charitable programs with a 501 (c)(3) designation in which case the fee shall be \$150 per booth. Booth space size shall be 20’x10’. Local Businesses may apply for a permit to expand their building footprint to extend their brick and mortar building by a 20’x10’ outdoor space for \$150 per space.

3. Proof of Insurance. All vendor permit applicants must supply proof of liability insurance.

3. Location. A vendor who has been granted a Polk City Vendor Permit shall locate its temporary sale facility at a location determined by the official Polk City RAGBRAI Committee.

4. Limits. The RAGBRAI Committee shall have authority to place limits on the number of accepted vendor applications and may disallow vendors according to a local preference or to ensure an appropriate mix of offerings by vendors.

5. Health Regulations. A person or entity issued a Polk City Vendor Permit pursuant to this Chapter shall comply with the Iowa Department of Health and Polk County Department of Health rules and regulations pertaining to the sale and dispensing of food for consumption.

6. Glass Containers. To promote safety during RAGBRAI, all beverages sold by a vendor who has been granted a Polk City Vendor Permit in Polk City, Iowa shall be sold in non-glass containers only. This requirement shall also apply to any existing business, restaurant, service station, grocery store or other establishment selling beverages on its premises in an outdoor setting open to the public.

7. Electricity. It is the responsibility of the Vendors to establish a power source for their booth. Vendors are responsible for their own generators.

8. Nuisance. The sale of food or the erection of a temporary facility for the sale of food or other merchandise without a Polk City Vendor Permit on July 26, 2023, in violation of the provisions of this Chapter shall be considered a nuisance, as defined by section 50.01 of the City Code of Ordinances. If this type of nuisance is determined to exist, an emergency abatement procedure pursuant to Subsection 50.06 of the City Code is hereby authorized and may be executed by any peace officer or those acting at their direction by dismantling and removing the nuisance without notice. However, if the only nuisance or violation of this chapter is the offender's failure to obtain the necessary permit, the RAGBRAI Committee, in lieu of immediate abatement, may allow the person or organization to immediately purchase (cash only) a necessary permit as provided by this Ordinance. The cost of abatement shall be charged to the operator and separately to the owner of the offending facility should they be two independent entities.

9. Violations – Penalties. Selling or supplying food or merchandise to any person without a Polk City Vendor Permit on July 26, 2023, or any violation of this chapter shall be considered a simple misdemeanor punishable by a maximum fine of \$750.00 and/or a maximum of thirty (30) days in Jail. Furthermore, any violation of this Chapter shall constitute a municipal infraction, as set forth in Chapter 3 of the City Code of Ordinances, and, therefore, any civil penalties may likewise be assessed and enforced as set forth.

**11.03 STREET CLOSINGS.** During the effective dates of this ordinance and without prior Council approval regarding the blocking of any city streets, the Police Chief or those at their direction, may place barricades or roadblocks in any city street, alley or roadway to redirect vehicular traffic in order to enhance the proper and safe flow of bicycle and vehicular traffic within the City Limits of the City of Polk City, Iowa.

**11.04 ALCOHOL CONSUMPTION.** Consumption of alcohol shall only be allowed in public spaces as designated.

**11.05 EFFECTIVE PERIOD.** The provisions of this Ordinance shall be effective from 5:00 a.m. until 5:00 p.m. on July 26, 2023.

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

**Section 3:** If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional such adjudication shall not affect the validity of this ordinance as a whole or any section, provision, or party thereof not adjudged invalid or unconstitutional.

**Section 4:** This ordinance shall be in full force and effect after its final passage, approval and publication as provided by law.

**PASSED AND APPROVED** by the City Council of the City of Polk City, Iowa, this \_\_\_\_\_ day of \_\_\_\_\_ 2023

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

ATTEST:

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

**Published by posting**  
**On the \_\_\_ day of \_\_\_\_\_, 2023**

1<sup>st</sup> Reading \_\_\_\_\_  
2<sup>nd</sup> Reading \_\_\_\_\_  
3<sup>rd</sup> Reading \_\_\_\_\_



**ORDINANCE NO. 2023-8000**

**AN ORDINANCE AMENDING CHAPTER 165 ZONING REGULATIONS AS IT PERTAINS TO THE REGULATIONS FOR THE U-1 PUBLIC UTILITY DISTRICT AND GF GOVERNMENT FACILITY DISTRICT**

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**BE IT ORDAINED** by the Mayor and City Council of the City of Polk City, Iowa, the Municipal Code of the City of Polk City, Iowa, is hereby amended as follows:

**Section 1.** Section 165.04 of Chapter 165 Zoning Regulations is hereby amended by replacing the clause “U-1 Public Utility District” with the clause “GF-1 Government Facilities District”.

**Section 2.** Section 165.04 of Chapter 165 Zoning Regulations is hereby amended by deleting the clause “GF Government Facility District”.

**Section 3.** Section 165.12 of Chapter 165 Zoning Regulations is hereby amended by deleting the current Section 165.12 in its entirety and replacing it with the following Section 165.12:

**165.12 GOVERNMENT FACILITIES DISTRICT REGULATIONS (GF-1).** The government facilities district zoned districts are intended to provide for publicly-owned and maintained buildings, utilities, parks and open space and related infrastructure and the development or redevelopment of major public ~~utility~~ facilities as needed on a City, State, or national level, while promoting the quality of life, health, and general welfare desired by the citizens of the City, all consistent with the Comprehensive Plan. It is intended that these districts shall not be used indiscriminately to permit any use that could potentially be detrimental to the intent of the Zoning Ordinance.

1. Government Facilities District. The GF-1 district is intended to provide for the development and redevelopment of publicly-owned and maintained facilities for uses such as civic, educational, public and franchise utilities facilities. The GF-1 district is also intended to provide for parks and reserve open space ~~for including~~ wildlife refuges, reservoirs and stormwater management facilities, ~~and the development or redevelopment of major public utility facilities, maintenance facilities or franchise utility facilities.~~
2. Principal Permitted Uses. Principal permitted uses for public utility districts are as follows:

<b>PUBLIC UTILITY ZONING DISTRICTS</b>	
<b>PRINCIPAL PERMITTED USE</b>	<b>GF-1</b>
<del>Animal Livery stable or riding academy.</del>	<del>P</del>
<del>Cemetery Services – Funeral Homes, Mortuaries.</del>	<del>P</del>
Cemetery Services – Cemeteries <u>including accessory mortuaries if publicly owned.</u>	P
Civic – <u>City Hall, Police Station, Fire Station,</u> Libraries, Museums and similar institutions of <del>an</del> <u>a civic,</u> educational or philanthropic nature.	P
Civic - Public parks and playgrounds.	P

<u>Civic – Public open space, wildlife refuges, and stormwater management facilities.</u>	
Education - Primary and Secondary schools, public & private.	P
Public Transportation terminals, including bus stations, airports and landing fields.	PR
Public uses maintained by any agency of federal, State, or local government and or public or franchise utility structures and equipment	P
<u>Religious Institutions.</u>	<u>P</u>
Other public uses equivalent to the permitted uses listed above.	P
<p><b>Key:</b>  P = Permitted Use  PR = Permitted Use With Restrictions, provided said use is permitted as determined by P&amp;Z and approved by City Council  Blank = Use Not Permitted</p>	

3. Restrictions for Principal Permitted Uses. The following restrictions shall apply to the appropriate Permitted Use with Restrictions:

A. Public transportation terminals are not permitted in the GF-1 District except and specifically approved by Council on a Plat of Subdivision and the necessary public improvements and easements have been provided to support such use.

4. Accessory Uses. Uses not permitted as a Principal Permitted Use for that zoning district shall not be permitted as an accessory use except as specifically permitted herein. The following accessory uses are permitted in industrial zoning districts:

A. Customary accessory uses and structures incidental to permitted principal uses.

B. Temporary buildings for uses incidental to construction work, which buildings shall be removed upon the completion or abandonment of the construction work.

5. Accessory Structures. Accessory structures may be constructed on commercial-government facilities properties as permitted in Section 165.06.

6. Site Development Regulations. Dimensional requirements for government facilities districts are as follows:

SITE DEVELOPMENT REGULATIONS FOR GOVERNMENT FACILITIES DISTRICTS	
Regulator	U-1
Building Height Limit	2 ½ stories or 35 feet
Minimum Lot Area	None
Minimum Lot Width	None
Minimum Front Yard Depth	50 feet <sup>1</sup>
Minimum Side Yard Depth	50 feet <sup>1</sup>
Minimum Rear Yard Depth	50 feet <sup>1</sup>
<p><b>Notes:</b></p> <p>1. Building setback requirements for publicly-owned lands shall correspond to the minimum required yards for the abutting properties based on zoning of the abutting property, unless such setbacks <del>are</del> may be reduced or waived by City Council, after notice and public hearing.</p>	

2. Utility structures that are primarily located below ground, such as sanitary sewer lift stations and valve vaults, are exempt from building setback requirements. However, the building setback requirements for associated above-grade structures shall correspond to the minimum required yards for the abutting properties based on zoning of the abutting property, unless such setbacks are reduced or waived by City Council, after notice and public hearing.

7. Off-Street Loading. Off-street loading shall be provided as required by Section 165.17 for all government facilities districts.
8. Off-Street Parking. Off-street parking shall be provided as required by Section 165.18 for all government facilities districts.
9. Site Plans. Site plans shall be required for all uses in all government facilities districts except for improvements located on federally-owned lands. See Chapter 157 for Site Plan requirements.
10. Exceptions and Modifications. See Section 165.16.

**Section 4.** Section 165.14 of Chapter 165 Zoning Regulations is hereby amended by deleting the current Section 165.14 in its entirety

**Section 5.** Section 165.19-4-C of Chapter 165 Zoning Regulations is hereby amended by replacing the clause “U-1” in the Table of Screening Requirements with the clause “GF-1” in two locations in said Table.

**Section 6.** All Ordinances or parts of any Ordinance in conflict with the provisions of this Ordinance are hereby repealed to the extent of the conflict.

**Section 7.** This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

ATTEST:

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

First Reading: \_\_\_\_\_  
Second Reading: \_\_\_\_\_  
Third Reading: \_\_\_\_\_  
Date Adopted: \_\_\_\_\_  
Date of Publication: \_\_\_\_\_

**PROPOSED AMENDMENTS TO CHAPTER 165.06 AND CHAPTER 157 -  
ACCESSORY STRUCTURE SIZE RESTRICTIONS AND  
ARCHITECTURAL STANDARDS**

Date: April 21, 2023 Prepared by: Kathleen Connor, Planner  
Travis Thornburgh, P.E.  
Project: Chapter 165 and 157 Updates Project No.: 123.0001.01

**CHAPTER 165 AMENDMENTS:**

At the direction of City Council, City Staff has prepared an amendment to Chapter 165.06 “General Regulations” for review and approval by the City Council. This amendment establishes a maximum height of 30 feet for any accessory structure in the R-1, R-1A, R-2, and R-2A zoning districts. This revision would further amend Chapter 165 to establish a maximum total combined square footage of 4,000 square feet of all accessory buildings on any single lot in these zoning districts. As a result of these amendments, lots in the R-1, R-1A, R-2, and R-2A districts would have the following requirements for accessory structures:

- The average height of all accessory structure may not exceed 16 feet in average height, as defined by City Code.
- The height of any accessory structure shall not exceed 30 feet at any point.
- The combined square footage of all accessory structures on any single lot shall not exceed a square footage equal to 30% of the required rear yard (approximately 840 SF for 10,000 SF single family lot) or 4,000 square feet, whichever is less.

It is unlikely that the new maximum height of 30’ will impact most accessory structures, as the 16’ average height of the building is more likely to restrict building height in most situations, but clarifies that accessory structures are limited to a height less than the maximum height of 35’ in single and two-family residential districts.

The addition of a maximum total square footage of 4,000 square feet will be most impactful most lots over one acre in size and is consistent with existing accessory structures in Polk City. The maximum square footage equal to or less than 30% of the required rear yard will be the more restrictive requirement for lots under one acre in size, which comprise most of the residential lots in Polk City.

**CHAPTER 157 AMENDMENTS:**

At the direction of City Council, City Staff has prepared an amendment to modify three sections of Chapter 157 for review and approval by the City Council.

The first amendment modifies 157.09 “Architectural Standards”. This amendment adds several zoning districts to the section requiring structures to be constructed with acceptable materials that provide “permanency and strength of materials”, including the addition of primary structures in the R-3, R-4, and C-TS districts, and non-residential uses within the C-1, R-1, R-1A, R-2, and



R-2A zoning districts. These changes would include accessory structures in the R-1, R-1A, R-2, and R-2A districts.

The second amendment modifies 157.03 “Site Plan Requirements for One- and Two-Family Residential Dwellings”. This amendment further clarifies that all exterior wall areas for single-family and two-family residential dwellings and accessory structures are to be constructed of an acceptable finish material as defined by Section 157.09, including the modifications discussed above, and further establishes limits for the allowable proportions of certain finish materials.

The third amendment to Section 157.09 “Architectural Standards” corrects an error that occurred during the previous codification of this section. In the previous version, the maximum lighting level permitted within this section was erroneously set lower than allowable average illumination level. This amendment corrects the values, such that the allowable average illumination level is 40 foot-candles, and the maximum allowable at any one location is 50 foot-candles, consistent with the enforcement and intent of the original code section.

**RECOMMENDATIONS:**

Staff recommends City Council approval of Ordinances 2023-5000 and 2023-6000 amending Chapters 165 and 157.

**ORDINANCE NO. 2023-5000**

**AN ORDINANCE AMENDING CHAPTER 165.06, ZONING REGULATIONS,  
GENERAL REGULATIONS, OF THE CITY CODE OF POLK CITY, IOWA**

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**WHEREAS**, the City Council of the City of Polk City, Iowa, deems it necessary and proper to amend Chapter 165 of the Code of Ordinances to match current standards and practices.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF POLK CITY, IOWA:**

**Section 1:** That Section 165.06 General Regulations, subsection 3. Shall be amended as follows:

3. Accessory Buildings and Structures. No accessory building shall be erected in any required yard other than a side or rear yard, except as provided herein. Accessory buildings shall be set back at least five feet from rear lot lines and alley lines, and at least five feet from lot lines of adjoining lots, and on a corner lot they shall conform to the setback regulations on the side street as required by the zoning district's development regulations. Accessory buildings may be erected as a part of the principal building or may be connected thereto by a breezeway or similar structure, provided all yard requirements for a principal building are complied with. An accessory building which is not a part of the principal building shall not occupy more than 30 percent of the required rear yard and shall not exceed 16 feet in average height and shall not exceed maximum peak height of 30 feet in R-1, R-1A, R-2, and R-2A zoning districts; however, this regulation shall not be interpreted to prohibit the construction of a garage up to 440 square feet in size on any rear yard that meets the minimum setbacks for the accessory structure. Total maximum size of all accessory structures shall not exceed 4,000 square feet in any residential district. No accessory building shall be constructed upon a lot until the construction of the principal building has been commenced, and no accessory building shall be used unless the main building on the lot is also being used.

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

**Section 3.** If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

**Section 4.** This ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

**PASSED AND ADOPTED** by the City Council of Polk City, Iowa on this \_\_\_\_ day of \_\_\_\_\_ 2023.

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Steve Karsjen, Mayor

ATTEST:

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Jenny Coffin, City Clerk

First reading:

Second reading:

Third reading:

Published by posting

**ORDINANCE NO. 2023-6000**

**AN ORDINANCE AMENDING CHAPTER 157, SITE PLAN, OF THE CITY  
CODE OF POLK CITY, IOWA**

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**WHEREAS**, the City Council of the City of Polk City, Iowa, deems it necessary and proper to amend Chapter 157 of the Code of Ordinances to match current standards and practices.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE  
CITY OF POLK CITY, IOWA:**

**Section 1:** That Section 157.09 Architectural Standards, subsection 2 Architectural Standards by Zoning District, shall be amended to include residential zoning districts as follows:

A. The architectural theme of any development within a R-3, R-4, C-TS, C-2, C-3 or C-4 District and non-residential uses within the C-1, R-1, R-1A, R-2, and R-2A District shall be dominated with permanency and strength of materials in proportion to the aesthetic characteristics of the architectural bulk, shape, materials and color, and shall be compatible with other structures within the immediate surrounding development area and the zoning district. The buildings within this district, both as principal permitted uses and accessory uses, shall be designed and constructed with such materials as may be necessary in order to assure durability, permanency and continued aesthetic quality. The general manner in which any use and development is accomplished shall be compatible to and in harmony with the character of the zoning district as established or proposed. Existing or potential land use conflicts shall be avoided through proper orientation, open space, setbacks, landscaping and screening, grading, traffic circulation and architectural compatibility.

**Section 2:** That Section 157.03 Site Plan Requirements For One- and Two-Family Residential Dwellings, shall be amended as follows:

The Planning and Zoning Commission shall not review plans of single-family or two-family residential dwellings unless requested by the Building Inspector. When so requested, completed plans for single-family or two-family residential dwellings shall be provided to the Planning and Zoning Commission at least five business days in advance of their regularly scheduled meeting. Site plans of residential dwellings that are part of a townhome or condominium development shall be required to comply with Section 157.04 of this chapter and the completed work shall be reviewed by the Public Works Director for compliance with the approved site plan. All exterior wall areas of single-family or two-family residential dwellings and permitted residential accessory structures shall be an acceptable finish material as defined in Section 157.09-4-A. Up to 30 percent of the total wall area of a primary single-family or two-family residential dwelling may be an architectural panel system of fiber cement, solid wood, engineered wood, or similar.

**Section 3.** That Section 157.09 Architectural Standards, subsection 7-C(2)(b) shall be amended by deleting the sentences “The average illumination must be less than 50 foot-candles

under the canopy. The maximum illumination under the canopy must be 40 foot-candles” and inserting the sentences “The average illumination must be less than 40 foot-candles under the canopy. The maximum illumination under the canopy must be 50 foot-candles” in lieu thereof.

**Section 4.** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**Section 5.** If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

**Section 6.** This ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

**PASSED AND ADOPTED** by the City Council of Polk City, Iowa on this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

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Steve Karsjen, Mayor

ATTEST:

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Jenny Coffin, City Clerk

First reading:

Second reading:

Third reading:

Published by posting:

# Proclamation

53RD ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK  
April 30- May 6, 2023

**Whereas**, the Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world; and

**Whereas**, the Office of the Professional Municipal Clerk is the oldest among public servants; and

**Whereas**, the Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels; and

**Whereas**, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

**Whereas**, the Professional Municipal Clerk serves as the information center on functions of local government and community; and

**Whereas**, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations; and

**Whereas**, it is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

**Now, Therefore, I**, Steve Karsjen, Mayor of the City of Polk City, Iowa do hereby recognize the week of April 30 through May 6, 2023, as Professional Municipal Clerks Week, and further extend appreciation to our Professional Municipal Clerk, Jenny Coffin, and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Dated this 24<sup>th</sup> day of April 2023

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Steve Karsjen, Mayor

