

Agenda -Notice of Meeting

Polk City | City Council

August 22, 2022 | 6:00 pm

City Hall Council Chambers

Public Meeting participation in person or via phone

Call in # 515-726-3598 Participant Code 535355

Public members can also provide comments* directly to 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>

Steve Karsjen | Mayor

Ron Anderson | Pro Tem

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

1. Call to Order

2. Roll Call

3. Approval of Agenda

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

5. Consent Items

- a. City Council Meeting Minutes for August 8, 2022
- b. Receive and file the August 15, 2022 P&Z Commission Meeting Minutes
- c. Claims listing August 22, 2022
- d. July 2022 Finance Report
- e. Receive and file the July 2022 Police Department Report
- f. Receive and file the July 2022 Fire Department Report
- g. Acknowledge revision of the Fire Department Policies and Procedures
- h. Set Pay for Public Works Seasonal Part Time New Hire, Jake Lundberg at \$14 per hour, effective August 23, 2022
- i. Resolution 2022-99 approving an agreement with North Polk Community School District for the use of the Polk City Fire Department Personnel and Equipment for home football games
- j. Resolution 2022-100 rescheduling Public Hearing on a Proposal to Annex Certain Property to the City of Polk City, Iowa and Providing for the Giving of Notice of Such Hearing to be held September 26, 2022
- k. Twelve-month Class C Beer Permit with Class B Native Wine Permit, and Sunday Sales Privileges for Kwik Star #1089 located at 1090 Parker Boulevard effective October 11, 2022
- l. Amended and Substituted Resolution 2022-83 annexing certain properties into the City of Polk City, Iowa
- m. Set dates for Urban Deer Hunting from September 17, 2022 through January 22, 2023
- n. Resolution 2022-101 giving Authorization to apply for the Rural Enrichment Program from Iowa Economic Development Authority & Empower Rural Iowa
- o. Block Party September 10, 2022 8am until September 11, 2022 8am with street closure of Mallard Bay Pl.

6. Business Items

- a. Home State Bank
 - i. Resolution 2022-102 approving Plat of Survey including Recreation Trail Easement
 - ii. Resolution 2022-103 Site Plan for Home State Bank
- b. Resolution 2022-104 approving Plat of Survey for Kamp Property
- c. Resolution 2022-105 approving Preliminary Plat for Holly Woods
- d. Engineering Services Agreement with McClure Engineering Company in the amount of \$33,400 for the Polk City Elevated Storage Tank – Preliminary Engineering Report
- e. Resolution 2022-106 Ordering Construction of Certain Public Improvements, Fixing Dates for Public Hearing and Taking of Bids for West Bridge Road Water Main Loop Project Improvements
- f. First Reading of Ordinance 2022-2200 Amending Chapter 166 Signs
 - i. *Optional:* Waive second and third readings
- g. Second Reading of Ordinance 2022-2100 Amending Chapter 101, Regulation of Industrial Wastewater, Commercial Wastewater, and Hauled Waste
- h. Second Reading of Ordinance 2022-1900 approving rezoning petition for 5810 NW 118th Avenue and 1000 E Northside Drive, of 95.2 acres from A-1 to R-1

7. Reports & Particulars

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

8. Adjournment

--next meeting date September 12, 2022

MEETING MINUTES
The City of Polk City
City Council Meeting
6:00 p.m. August 8, 2022
City Hall – Council Chambers

Polk City, City Council held a meeting in the City Hall Council Chambers with public participation in person and via phone at 6:00 p.m., August 8, 2022. The agenda was posted at the City Hall office as required by law.

These tentative minutes reflect all action taken at the meeting.

1. **Call to Order** | Mayor Karsjen called the meeting to order at 6:00 p.m.
2. **Roll Call** | Walters, Dvorak, Anderson, Vogel, Sarchet | In attendance
3. **MOTION:** A motion was made by Vogel and seconded by Dvorak to approve the agenda
MOTION CARRIED UNANIMOUSLY
4. **Swear in Ceremony:**
Police Chief Siepker swore in Police Officer Caitlyn Whipple
5. **Public Hearing**
 - a. Mayor Karsjen opened the Public Hearing on the Vacation of Ingress/Egress Easement within Lot 2, Edgewater Pointe, Polk City at 6:03pm. City Clerk Coffin, said that the notice was published July 29, 2022, and no comments had been received for or against the proposed vacation of easement. City Manager Huisman provided a report. No one was present to be heard for or against the proposed vacation of easement.
MOTION: A motion was made by Anderson and seconded by Walters to close the public hearing at 6:04 pm.
MOTION CARRIED UNANIMOUSLY
 - i. **MOTION:** A motion was made by Dvorak and seconded by Sarchet to approve the First Reading of Ordinance 2022-1800 approving the vacation of Ingress/Egress Easement
MOTION CARRIED UNANIMOUSLY
 - ii. **MOTION:** A motion was made by Walters and seconded by Vogel to approve waiving the Second and Third Reading of Ordinance 2022-1800 approving the vacation of Ingress/Egress Easement
MOTION CARRIED UNANIMOUSLY
 - b. Mayor Karsjen opened the Public Hearing on the rezoning petition for 5810 NW 118th Avenue and 1000 E Northside Drive, of 95.2 acres from A-1 to R-1 at 6:05pm. City Clerk Coffin, said that the notice was published July 29, 2022, and no comments had been received for or against the proposed rezoning. City Manager Huisman provided a report. No one was present to be heard for or against the proposed rezoning.
MOTION: A motion was made by Anderson and seconded by Walters to close the public hearing at 6:04 pm.
MOTION CARRIED UNANIMOUSLY
 - i. **MOTION:** A motion was made by Vogel and seconded by Walters to approve the First Reading of Ordinance 2022-1900 approving the rezoning request
MOTION CARRIED UNANIMOUSLY
6. **Public Comments** | None
7. **Consent Items** |
 - a. City Council Meeting Minutes for July 25, 2022
 - b. Receive and file the August 1, 2022 Parks Commission Meeting Minutes
 - c. Claims listing August 8, 2022
 - d. Receive and file the Q2 2022 Parks & Recreation program cost recovery report
 - e. Receive and file the July 2022 Parks & Recreation Report
 - f. Receive and file June 6, 2022 Library Board Meeting Minutes
 - g. Receive and file the June & July 2022 Library Director Report
 - h. Receive and file the July 2022 Water Department Report
 - i. Acknowledge Library Resolution 2022-07L correcting the Youth Services Librarian's wage to \$21.79
 - j. Acknowledge Library Resolution 2022-08L setting wage at \$10 per hour for new hire Library Page Marissa Pries

- k. Resolution 2022-93 approving Pay Application No. 5 for the North 3rd Street and Vista Lake Avenue Intersection Improvements Project in the amount of \$98,045.93

MOTION: A motion was made by Vogel and seconded by Dvorak to approve the consent agenda items

MOTION CARRIED UNANIMOUSLY

8. Business Items

- a. **MOTION:** A motion was made by Walters and seconded by Dvorak to approve Resolution 2022-94 approving Final Plat for Scooter's Coffee

MOTION CARRIED UNANIMOUSLY

- b. **MOTION:** A motion was made by Dvorak and seconded by Vogel to approve Resolution 2022-95 approving Offer to Purchase Real Estate and Acceptance

MOTION CARRIED UNANIMOUSLY

- c. **MOTION:** A motion was made by Walters and seconded by Sarchet to approve Sector Body Worn Cameras and In-Car Video Systems purchase in the amount of \$105,489.13 paid over five (5) years

MOTION CARRIED UNANIMOUSLY

- d. **MOTION:** A motion was made by Dvorak and seconded by Vogel to approve Resolution 2022-96 WRA Senior Bond Issuance Certificate

MOTION CARRIED UNANIMOUSLY

- e. **MOTION:** A motion was made by Walters and seconded by Vogel to approve the First Reading of Ordinance 2022-2100 Amending chapter 101, Regulation of Industrial Wastewater, Commercial Wastewater, and Hauled Waste

MOTION CARRIED UNANIMOUSLY

- f. **MOTION:** A motion was made by Walters and seconded by Vogel to approve Resolution 2022-97 Amending schedule of Administrative Penalties for Violations of Industrial Pretreatment Ordinance Regulating Hauled Waste and Regulating, Fat, Oil and Grease Discharge by Food Service Establishments in Chapter 101

MOTION CARRIED UNANIMOUSLY

- g. **MOTION:** A motion was made by Dvorak and seconded by Sarchet to approve Resolution 2022-98 approving PA-51 Stormwater Best Management Practices Policy

MOTION CARRIED UNANIMOUSLY

- h. **MOTION:** A motion was made by Anderson and seconded by Vogel to approve Snyder and Associates June 2022 Engineering Invoice in the amount of \$50,349.75

YES: Vogel, Sarchet, Dvorak, Anderson

ABSTAIN: Walters

MOTION CARRIED

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

- Council Member Sarchet said he has discussed the Festival with some people in town and feels good about that.
- Council Member Dvorak thanked Parks & Recreation Director Thraen for all of the programming options. He also thanked Library Director Noack for her programming options.
- Council Member Walters said the summer programming has been great for keeping the community busy.
- Council Member Vogel said the community is blessed to have so many options available. She thanked Scooter's for investing in Polk City.
- City Engineering Representative Travis Thornburg provided an update on the round-about project.
- Mayor Karsjen said he is excited to see the mural painting project initiated by the Community Visioning Committee underway and he said he is enjoying watching its progress develop.

10. Adjournment

MOTION: A motion was made by Anderson to adjourn at 6:35 p.m.

MOTION CARRIED UNANIMOUSLY

Next Meeting Date – August 22, 2022

Steve Karsjen, Mayor

Attest

Jenny Coffin, City Clerk

MEETING MINUTES
The City of Polk City
Planning and Zoning Commission
6:00 p.m., Monday, August 15, 2022

Polk City, Planning and Zoning Commission (P&Z) held a meeting at 6:00 p.m., on August 15, 2022, in the City Hall Council Chambers.

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

These tentative minutes reflect all action taken at the meeting.

1. **Call to Order** | Sires called the meeting to order at 6:00 p.m.
2. **Roll Call** | Hankins, Bowersox, Sires, Ohlfest | In attendance
Triplett, Vogel, Pringnitz | Absent
3. **Approval of Agenda**
MOTION: A motion was made by Ohlfest and seconded by Bowersox to approve the agenda.
MOTION CARRIED UNANIMOUSLY
4. **Public Comments** | None
5. **Approval of Meeting Minutes**
MOTION: A motion was made by Hankins and seconded by Bowersox to approve P&Z Commission Meeting Minutes for July 18, 2022
MOTION CARRIED UNANIMOUSLY
6. **Site Plan for Home State Bank with Amendments**
MOTION: A motion was made by Hankins and seconded by Bowersox to recommend Council approve the Site Plan for Home State Bank with Amendments subject to Engineering and Staff review comments dated August 9, 2022
MOTION CARRIED UNANIMOUSLY
7. **Plat of Survey for Kamp Property**
MOTION: A motion was made by Hankins and seconded by Ohlfest to recommend Council approve Plat of Survey for Kamp Property subject to Engineering and Staff review comments dated August 9, 2022
MOTION CARRIED UNANIMOUSLY
8. **Preliminary Plat for Holly Woods with Amendments**
MOTION: A motion was made by Hankins and seconded by Ohlfest to recommend Council approve the Preliminary Plat for Holly Woods with Amendments subject to Engineering and Staff review comments dated August 9, 2022 clarifying the following modifications to the comments – only one new permitted accessory structure allowed up to a maximum of 4500 square feet, no new structures permitted in the front yard (between the front of the house and the road known as 44th), no expansion of existing structures, demolition of all current structures with the exception of the shop and the barn and the revision of the home occupation note to include any and all structures.
MOTION CARRIED UNANIMOUSLY
9. **Review Sign Ordinance**
City Manager Huisman reviewed the need to amend the Sign Ordinance regarding the uniqueness of the recent Site Plan reviewed for Scooter’s Coffee. City Engineering Representative Connor reviewed the proposed amendments to the Sign Ordinance. Commission agreed with the proposal and Staff will plan to take the First Reading of the Ordinance to the next Council meeting. Huisman reviewed the research from the City Attorney regarding regulation of temporary signs in windows, that would also include painting for homecoming etc., and would mainly impact grocery stores, gas stations etc. Commission determined currently it is not a big enough issue to request amendment of this part of the Sign Ordinance.

10. Review Open Meeting Laws

City Manager Huisman reviewed the requirements for Open Meetings, the agendas and minutes, and confirmed that Iowa code says a governmental body “meets” when there is: 1. any gathering in person or by telephone or other electronic means, whether formally or informally occurring, 2 of a majority of the members of the governing body 3. Any deliberation, discussion or action on any matter discussed within the scope of the governmental body’s policy making. Huisman cautioned that public perception should be the deterrent for not congregating together.

11. Reports & Particulars

stated that in his 16/17 years on the Commission the Staff keeps getting better with responses and thoroughness. He thanked the Commission members for their time and effort volunteering.

12. Adjournment

MOTION: A motion was made by Bowersox and seconded by Ohlfest to adjourn at 7:01 p.m.

MOTION CARRIED UNANIMOUSLY

Next Meeting Date – Monday, September 19, 2022

Attest:

Jenny Coffin - City Clerk

CLAIMS REPORT		
CITY OF POLK CITY	DATED	8/22/2022
VENDOR	REFERENCE	AMOUNT
AMAZON BUSINESS	BOOKS/SUPPLIES	\$ 853.68
American Test Center	LADDER TESTING	\$ 348.00
ARDICK EQUIPMENT CO.	SIGNS	\$ 153.75
BAKER & TAYLOR	LIBRARY BOOKS	\$ 323.73
Boland Recreation	LEONARD PARK SHADE STRUCTURE	\$ 7,100.00
Bound Tree Medical	MEDICAL SUPPLIES	\$ 412.66
BRANDY YOUNG	PROGRAMMING-CHAIR YOGA	\$ 175.00
CATCH DES MOINES	JAN-MAR 2022 HOTEL/MOTEL TAX	\$ 1,582.46
CENTRAL IOWA READY MIX	WATER MAIN BREAK REPAIRS	\$ 677.00
CENTURY LINK	PHONE SERVICE	\$ 286.51
CFI TIRE SERVICE	NEW SKID LOADER TRACKS	\$ 3,764.00
CHR TIRE AND AUTO	UNIT #210 REPAIRS	\$ 13,385.40
City of Ankeny	PARAMEDIC TIER WITH ANKENY	\$ 200.00
CITY OF DES MOINES	WRA HOOK-UP	\$ 30,922.05
CITY OF POLK CITY	UB ASSISTANCE-AUGUST 2022	\$ 423.13
Construction & Agg. Products	CHAINS	\$ 264.00
Crystal Clear Water Co	PURCHASED WATER	\$ 36.75
Delta Dental	CITY DENTAL INSURANCE	\$ 1,417.56
DOOR AND FENCE STORE	SPORTS COMPLEX CONCESSION WINDOW	\$ 8,055.00
ELECTRONIC ENGINEERING CO.	ALARM MONITORING	\$ 70.00
EMSLRC	CPR CERTIFICATION	\$ 8.50
END-X SYSTEMS	STOP STICKS	\$ 410.00
Fire Service Training Bureau	FFI WORKBOOK - MCKAY	\$ 45.98
HACH COMPANY	WATER DEPARTMENT SUPPLIES	\$ 331.59
HAWKINS INC	CHLORINE	\$ 1,549.28
HOTSY CLEANING SYSTEMS INC.	PRESSURE NOZZLE	\$ 10.90
IOWA LEAGUE OF CITIES	MAYORS ASSOCIATION DUES	\$ 30.00
ITHRIVE31 LLC	EXECUTIVE COACHING	\$ 4,450.00
JENNY COFFIN	GCMOA MILEAGE REIMBURSEMENT	\$ 23.40
JOHNSTON HY-VEE	ACADEMY MEALS- RECRUIT/WHIPPLE	\$ 4,245.44
LINDE GAS & EQUIPMENT INC	OXYGEN	\$ 90.08
LYNN PEAVEY COMPANY	NIK DRUG TEST KITS	\$ 102.60
MEDIX OCCUPATN HEALTH -ORCA PC	HOLDEMAN PHYSICAL	\$ 676.50
MERCYONE NORTH PHARMACY	RX SUPPLIES	\$ 42.17
MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$ 8,140.06
MIDLAND POWER CO-OP	STREET LIGHTING	\$ 973.24
NELSON AUTOMOTIVE	REPAIR PARTS	\$ 1,033.21
OVERDRIVE INC	ANNUAL BRIDGES FEE	\$ 1,892.49
PC Print Center	BUSINESS CARDS	\$ 49.95
PCC AMBULANCE BILLING	APRIL/MAY 2022 AMBULANCE BILLING FEE	\$ 2,319.88
Petersen Manufacturing Co. Inc	TOWN SQUARE FOUNTAIN REPAIR	\$ 151.89
SBS SERVICES GROUP LLC	JANITORIAL-AUGUST 2022	\$ 128.57
SEILER INSTRUMENT INC	GPS EQUIPMENT	\$ 1,860.46

Smith's Sewer Service	SHELTER HOUSE PLUMBING REPAIR	\$ 570.00
Sprayer Specialities Inc	SPRAYER PARTS	\$ 70.26
STATE LIBRARY OF IOWA	FY23 CATEXPRESS SUBSCRIPTION	\$ 70.00
SUBSURFACE SOLUTIONS	METAL LOCATOR & LEADS	\$ 1,134.09
Toyne Inc	LED LIGHT FOR E451	\$ 202.13
UNITED HEALTHCARE	HEALTH INSURANCE	\$ 40,657.63
UNITY POINT CLINIC - OCC MED	DOT DRUG SCREENING	\$ 42.00
UPHDM OCCUPATIONAL MEDICINE	HEALTH SCREENING/DOT DRUG	\$ 1,066.50
VERIZON WIRELESS	PHONE AND DATA PLAN	\$ 369.90
Accounts Payable Total		\$ 143,199.38
GENERAL		\$ 67,627.74
ROAD USE		\$ 14,313.16
L.M.I		\$ 423.13
WATER		\$ 16,733.92
SEWER		\$ 44,101.43
TOTAL FUNDS		\$ 143,199.38



POLK CITY - A City For All Seasons -

Monthly Finance Report July 2022

Prepared By:

**Jenny Coffin
City Clerk/Treasurer**

ACCOUNT TITLE	LAST REPORT END BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILILTY	ENDING BALANCE
001 GENERAL	3,904,787.07	105,775.12	525,969.90	174.33	3,484,766.62
110 ROAD USE	318,588.61	58,654.14	46,729.58	18.98	330,532.15
111 I-JOBS	.00	.00	.00	.00	.00
121 LOCAL OPTION SALES TAX	1,123,853.77	82,321.82	.00	.00	1,206,175.59
125 TIF	303,598.76	131.65	.00	.00	303,730.41
135 L.M.I	1,170,716.77	.00	250.00	.00	1,170,466.77
167 PC COMM. LIB TRUST	14,124.34	.00	.00	.00	14,124.34
177 ASSET FORFEITURE	1,685.81	.00	.00	.00	1,685.81
200 DEBT SERVICE	13,695.70-	708.71	300.00	.00	13,286.99-
301 CAPITAL IMPROVEMENTS	6,611,528.48	.00	35,921.76	.00	6,575,606.72
302 CAPITAL WATER PROJECT	241,075.94	.00	.00	.00	241,075.94
303 CAPITAL EQUIPMENT/VEHIC	179,756.98	27,615.94	60,798.30	.00	146,574.62
304 FOUR SEASONS PUB IMPROV	18,000.00	.00	.00	.00	18,000.00
600 WATER	1,555,757.77	119,934.95	123,287.19	86.77	1,552,492.30
610 SEWER	1,433,141.44	129,078.00	153,327.73	86.84	1,408,978.55
670 SOLID WASTE/RECYCLING	36,833.93	24,489.76	42,421.17	.00	18,902.52
740 STORM WATER UTILITY	98,698.04	6,313.67	.00	.00	105,011.71
920 ESCROW	.00	.00	.00	.00	.00
Report Total	16,998,452.01	555,023.76	989,005.63	366.92	16,564,837.06

BANK CASH REPORT
2022

FUND	BANK NAME GL NAME	JUNE CASH BALANCE	JULY RECEIPTS	JULY DISBURSMENTS	JULY CASH BALANCE	OUTSTANDING TRANSACTIONS	JUL BANK BALANCE
Grinnell State Bank BK#1							
BANK	Grinnell State Bank BK#1						11,675,389.34
001	CHECKING - GENERAL	198,083.13-	101,313.58	526,550.80	623,320.35-	79,482.22	
110	CHECKING - ROAD USE	318,588.61	58,669.69	46,726.15	330,532.15	15,338.66	
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	1,123,853.77	82,321.82	0.00	1,206,175.59		
125	CHECKING - TIF	303,598.76	131.65	0.00	303,730.41		
135	CHECKING - L.M.I.	451,673.91	0.00	250.00	451,423.91		
167	CHECKING - PC COMM. LIB TRUST	14,124.34	0.00	0.00	14,124.34		
177	CHECKING - FORFEITURE	1,685.81	0.00	0.00	1,685.81		
200	CHECKING - DEBT SERVICE	13,695.70-	708.71	300.00	13,286.99-		
301	CHECKING - CAPITAL PROJECT	6,611,528.48	371.20	36,292.96	6,575,606.72	1,500.00	
302	CHECKING - CAPITAL WATER PROJ	241,075.94	0.00	0.00	241,075.94		
303	CHECKING - CAP EQUIP/VEHICLE	179,756.98	27,615.94	60,798.30	146,574.62	12,900.00	
304	CHECKING	18,000.00	0.00	0.00	18,000.00		
600	CHECKING - WATER UTILITY	1,555,756.77	234,798.71	238,064.18	1,552,491.30	14,188.24	
610	CHECKING - SEWER UTILITY	1,433,140.44	130,470.05	154,632.94	1,408,977.55	12,921.25	
670	CHECKING-SOLID WASTE/RECYCLING	36,833.93	24,852.66	42,784.07	18,902.52		
740	CHECKING	98,698.04	6,419.91	106.24	105,011.71		
920	CHECKING - ESCROW BANK ACCOUNT	0.00	0.00	0.00	0.00		
	PENDING CREDIT-CARD DEPOSITS					242,162.80	
	DEPOSITS					19,394.16	
	WITHDRAWALS					3,505.31	
Grinnell State Bank TOTALS		12,176,536.95	667,673.92	1,106,505.64	11,737,705.23	121,721.28-	11,615,983.95

LUANA SAV. BK MM BK#2							
BANK	LUANA SAV. BK MM BK#2						3,279,082.58
001	Luana Savings Bank - M.M. Accto	2,555,438.51	4,602.21	0.00	2,560,040.72		
135	Luana Money Market Account	719,041.86	0.00	0.00	719,041.86		
LUANA SAV. BK MM TOTALS		3,274,480.37	4,602.21	0.00	3,279,082.58	0.00	3,279,082.58
GRINNELL STATE BK- C.D. BK#3							
BANK	GRINNELL STATE BK- C.D. BK#3						1,084,567.26
001	GRINNELL STATE BANK CD	0.00	0.00	0.00	0.00		
	DEPOSITS					1,366.85	
	TRANSFER-OUT					1,085,934.11-	
GRINNELL STATE BK- C.D. TOTALS		0.00	0.00	0.00	0.00	1,084,567.26	1,084,567.26

BANK CASH REPORT
2022

BANK NAME FUND GL NAME	JUNE CASH BALANCE	JULY RECEIPTS	JULY DISBURSMENTS	JULY CASH BALANCE	OUTSTANDING TRANSACTIONS	JUL BANK BALANCE
GRINNELL STATE BK-MM BK#4 -----						
BANK GRINNELL STATE BK-MM BK#4 001 SUPER MONEY MKT II	1,546,995.69	614.56	0.00	1,547,610.25		1,547,610.25
GRINNELL STATE BK-MM TOTALS	1,546,995.69	614.56	0.00	1,547,610.25	0.00	1,547,610.25
LUANA SAVINGS BANK CD BK#6 -----						
BANK LUANA SAVINGS BANK CD BK#6 001 LUANA BANK C.D.-1.85%	0.00	0.00	0.00	0.00		
LUANA SAVINGS BANK CD TOTALS	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OF ALL BANKS	16,998,013.01	672,890.69	1,106,505.64	16,564,398.06	962,845.98	17,527,244.04

BUDGET REPORT
CALENDAR 7/2022, FISCAL 1/2023

PCT OF FISCAL YTD 8.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	GENERAL TOTAL	4,112,784.00	525,969.90	525,969.90	12.79	3,586,814.10
	ROAD USE TOTAL	699,950.00	46,729.58	46,729.58	6.68	653,220.42
	LOCAL OPTION SALES TAX TOTAL	940,000.00	.00	.00	.00	940,000.00
	TIF TOTAL	534,409.00	.00	.00	.00	534,409.00
	L.M.I TOTAL	60,000.00	250.00	250.00	.42	59,750.00
	DEBT SERVICE TOTAL	932,930.00	300.00	300.00	.03	932,630.00
	CAPITAL IMPROVEMENTS TOTAL	3,871,000.00	35,921.76	35,921.76	.93	3,835,078.24
	CAPITAL EQUIPMENT/VEHICLE TOTA	555,750.00	60,798.30	60,798.30	10.94	494,951.70
	WATER TOTAL	1,616,828.00	123,287.19	123,287.19	7.63	1,493,540.81
	SEWER TOTAL	1,905,843.00	153,327.73	153,327.73	8.05	1,752,515.27
	SOLID WASTE/RECYCLING TOTAL	401,000.00	42,421.17	42,421.17	10.58	358,578.83
	STORM WATER UTILITY TOTAL	115,000.00	.00	.00	.00	115,000.00
	TOTAL EXPENSES BY FUND	=====	=====	=====	=====	=====
		15,745,494.00	989,005.63	989,005.63	6.28	14,756,488.37
		=====	=====	=====	=====	=====

BUDGET REPORT
CALENDAR 7/2022, FISCAL 1/2023

PCT OF FISCAL YTD 8.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	POLICE TOTAL	1,123,926.00	135,891.50	135,891.50	12.09	988,034.50
	CIVIL DEFENSE TOTAL	31,500.00	1,141.89	1,141.89	3.63	30,358.11
	FIRE TOTAL	873,450.00	99,854.61	99,854.61	11.43	773,595.39
	BUILDING/HOUSING TOTAL	548,500.00	61,465.00	61,465.00	11.21	487,035.00
	DOG CONTROL TOTAL	5,100.00	2,749.00	2,749.00	53.90	2,351.00
	PUBLIC SAFETY TOTAL	2,582,476.00	301,102.00	301,102.00	11.66	2,281,374.00
	ROAD USE TOTAL	692,318.00	59,867.86	59,867.86	8.65	632,450.14
	STREET LIGHTING TOTAL	60,000.00	5,043.00	5,043.00	8.41	54,957.00
	PUBLIC WORKS TOTAL	752,318.00	64,910.86	64,910.86	8.63	687,407.14
	ENV.HEALTH SERVICES TOTAL	2,000.00	.00	.00	.00	2,000.00
	HEALTH & SOCIAL SERVICES TOTA	2,000.00	.00	.00	.00	2,000.00
	LIBRARY TOTAL	417,760.00	44,242.16	44,242.16	10.59	373,517.84
	PARKS TOTAL	377,395.00	60,162.16	60,162.16	15.94	317,232.84
	COMMUNITY CENTER TOTAL	15,600.00	2,334.48	2,334.48	14.96	13,265.52
	CULTURE & RECREATION TOTAL	810,755.00	106,738.80	106,738.80	13.17	704,016.20
	TIF/ECON DEV TOTAL	416,009.00	250.00	250.00	.06	415,759.00
	COMMUNITY & ECONOMIC DEV TOTA	416,009.00	250.00	250.00	.06	415,759.00
	MAYOR COUNCIL TOTAL	97,038.00	8,168.30	8,168.30	8.42	88,869.70
	POLICY ADMINISTRATION TOTAL	156,247.00	18,797.59	18,797.59	12.03	137,449.41
	CITY ATTORNEY TOTAL	60,500.00	5,640.00	5,640.00	9.32	54,860.00
	CITY HALL TOTAL	78,600.00	64,366.93	64,366.93	81.89	14,233.07
	OTHER CITY GOVERNMENT TOTAL	157,800.00	2,975.00	2,975.00	1.89	154,825.00
	GENERAL GOVERNMENT TOTAL	550,185.00	99,947.82	99,947.82	18.17	450,237.18
	DEBT SERVICE TOTAL	932,930.00	300.00	300.00	.03	932,630.00
	DEBT SERVICE TOTAL	932,930.00	300.00	300.00	.03	932,630.00
	POLICE TOTAL	75,750.00	60,798.30	60,798.30	80.26	14,951.70
	FIRE TOTAL	135,000.00	.00	.00	.00	135,000.00
	OTHER PUBLIC WORKS TOTAL	345,000.00	.00	.00	.00	345,000.00
	CAPITAL IMPROVEMENT TOTAL	3,871,000.00	35,921.76	35,921.76	.93	3,835,078.24

BUDGET REPORT
CALENDAR 7/2022, FISCAL 1/2023

PCT OF FISCAL YTD 8.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	CAPITAL PROJECTS TOTAL	4,426,750.00	96,720.06	96,720.06	2.18	4,330,029.94
	WATER UTILITY TOTAL	1,367,950.00	123,287.19	123,287.19	9.01	1,244,662.81
	SEWER UTILITY TOTAL	1,725,843.00	153,327.73	153,327.73	8.88	1,572,515.27
	RECYCLING TOTAL	401,000.00	42,421.17	42,421.17	10.58	358,578.83
	STORM WATER TOTAL	115,000.00	.00	.00	.00	115,000.00
	ENTERPRISE FUNDS TOTAL	3,609,793.00	319,036.09	319,036.09	8.84	3,290,756.91
	TRANSFER TOTAL	1,662,278.00	.00	.00	.00	1,662,278.00
	TRANSFER OUT TOTAL	1,662,278.00	.00	.00	.00	1,662,278.00
	TOTAL EXPENSES	15,745,494.00	989,005.63	989,005.63	6.28	14,756,488.37

REVENUE REPORT
CALENDAR 7/2022, FISCAL 1/2023

PCT OF FISCAL YTD 8.3%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	4,192,028.00	105,775.12	105,775.12	2.52	4,086,252.88
	ROAD USE TOTAL	700,000.00	58,654.14	58,654.14	8.38	641,345.86
	LOCAL OPTION SALES TAX TOTAL	940,000.00	82,321.82	82,321.82	8.76	857,678.18
	TIF TOTAL	534,409.00	131.65	131.65	.02	534,277.35
	L.M.I TOTAL	118,400.00	.00	.00	.00	118,400.00
	DEBT SERVICE TOTAL	932,930.00	708.71	708.71	.08	932,221.29
	CAPITAL IMPROVEMENTS TOTAL	3,490,000.00	.00	.00	.00	3,490,000.00
	CAPITAL WATER PROJECT TOTAL	370,000.00	.00	.00	.00	370,000.00
	CAPITAL EQUIPMENT/VEHICLE TOTA	555,750.00	27,615.94	27,615.94	4.97	528,134.06
	WATER TOTAL	1,639,100.00	119,934.95	119,934.95	7.32	1,519,165.05
	SEWER TOTAL	1,909,000.00	129,078.00	129,078.00	6.76	1,779,922.00
	SOLID WASTE/RECYCLING TOTAL	401,000.00	24,489.76	24,489.76	6.11	376,510.24
	STORM WATER UTILITY TOTAL	115,000.00	6,313.67	6,313.67	5.49	108,686.33

REVENUE REPORT
CALENDAR 7/2022, FISCAL 1/2023

PCT OF FISCAL YTD 8.3%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET	MTD BALANCE	YTD BALANCE	PERCENT RECV'D	UNCOLLECTED
	TOTAL REVENUE BY FUND	15,897,617.00 =====	555,023.76 =====	555,023.76 =====	3.49 =====	15,342,593.24 =====

BALANCE SHEET
CALENDAR 7/2022, FISCAL 1/2023

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1110	CHECKING - GENERAL	425,237.22-	623,320.35-
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	11,943.54	330,532.15
111-000-1110	CHECKING - I-JOBS	.00	.00
121-000-1110	CHECKING - LOCAL OPTION	82,321.82	1,206,175.59
125-000-1110	CHECKING - TIF	131.65	303,730.41
135-000-1110	CHECKING - L.M.I.	250.00-	451,423.91
167-000-1110	CHECKING - PC COMM. LIB TRUST	.00	14,124.34
177-000-1110	CHECKING - FORFEITURE	.00	1,685.81
200-000-1110	CHECKING - DEBT SERVICE	408.71	13,286.99-
301-000-1110	CHECKING - CAPITAL PROJECT	35,921.76-	6,575,606.72
302-000-1110	CHECKING - CAPITAL WATER PROJ	.00	241,075.94
303-000-1110	CHECKING - CAP EQUIP/VEHICLE	33,182.36-	146,574.62
304-000-1110	CHECKING	.00	18,000.00
600-000-1110	CHECKING - WATER UTILITY	3,265.47-	1,552,491.30
600-000-1805	ACCUM. DEPR. - WATER	.00	.00
610-000-1110	CHECKING - SEWER UTILITY	24,162.89-	1,408,977.55
610-000-1805	ACCUM. DEPR. - SEWER	.00	.00
670-000-1110	CHECKING-SOLID WASTE/RECYCLING	17,931.41-	18,902.52
740-000-1110	CHECKING	6,313.67	105,011.71
920-000-1110	CHECKING - ESCROW BANK ACCOUNT	.00	.00
	CHECKING TOTAL	438,831.72-	11,737,705.23
600-000-1111	WAT.SINKING/CKG	.00	.00
610-000-1111	SEWER SINKING FUND	.00	.00
	WATER SINKING TOTAL	.00	.00
600-000-1112	WATER TRUST CHECKING	.00	.00
610-000-1112	SEW.IMPR.CHECKING	.00	.00
	CHECKING TOTAL	.00	.00
600-000-1113	WAT.IMPR/CHECKING	.00	.00
610-000-1113	79 SANITARY SEWER DISTRICT	.00	.00
	CHECKING TOTAL	.00	.00
600-000-1115	Water Holding Account	.00	.00
	TOTAL	.00	.00

BALANCE SHEET
CALENDAR 7/2022, FISCAL 1/2023

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1120	LIBR.PETTY CASH	.00	35.00
600-000-1120	WATER PETTY CASH	.00	.00
	PETTY CASH TOTAL	----- .00	----- 35.00
001-000-1121	GENERAL PETTY CASH	.00	100.00
	PETTY CASH TOTAL	----- .00	----- 100.00
001-000-1122	PETTY CASH-POLICE	.00	300.00
	PETTY CASH-POLICE TOTAL	----- .00	----- 300.00
001-000-1150	GENERAL RESERVE IPAIT A/C	.00	1.00
125-000-1150	TIF RESERVE IPAIT A/C	.00	.00
135-000-1150	LMI - IPAIT Account	.00	1.00
200-000-1150	DEBT/TIF/CHECKING	.00	.00
301-000-1150	TIF SPECIAL REVENUES	.00	.00
600-000-1150	WATER FUND IPAIT A/C	.00	1.00
610-000-1150	SEWER FUND IPAIT A/C	.00	1.00
	CHECKING TOTAL	----- .00	----- 4.00
001-000-1151	GENERAL INVESTMENT	.00	.00
600-000-1151	WATER RESERVE INVESTMENT	.00	.00
610-000-1151	Sewer Fund CD	.00	.00
	SAVINGS TOTAL	----- .00	----- .00
600-000-1152	WATER TRUST INVESTMT.	.00	.00
	WATER TRUST INVESTMENT TOTAL	----- .00	----- .00
001-000-1160	SUPER MONEY MKT II	614.56	1,547,610.25
110-000-1160	SAVINGS	.00	.00
125-000-1160	SAVINGS	.00	.00
	SUPER MONEY MKT II TOTAL	----- 614.56	----- 1,547,610.25
001-000-1161	GRINNELL STATE BANK CD	.00	.00
610-000-1161	Polk County Bank CD	.00	.00
	GRINNELL STATE BANK CD TOTAL	----- .00	----- .00

BALANCE SHEET
CALENDAR 7/2022, FISCAL 1/2023

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1162	LUANA BANK C.D. -1.85%	.00	.00
	TOTAL	----- .00	----- .00
001-000-1163	Luana Savings Bank - M.M. Acco	4,602.21	2,560,040.72
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	----- 4,602.21	----- 3,279,082.58
600-000-1220	ACCOUNTS RECEIVABLE	.00	.00
610-000-1220	ACCOUNTS RECEIVABLE	.00	.00
	TOTAL	----- .00	----- .00
	TOTAL CASH	=====	=====
		433,614.95-	16,564,837.06
		=====	=====



Polk City Police Department

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

Polk City, Iowa 50226

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

Service Integrity Respect Quality

To: Honorable Mayor and Council Members

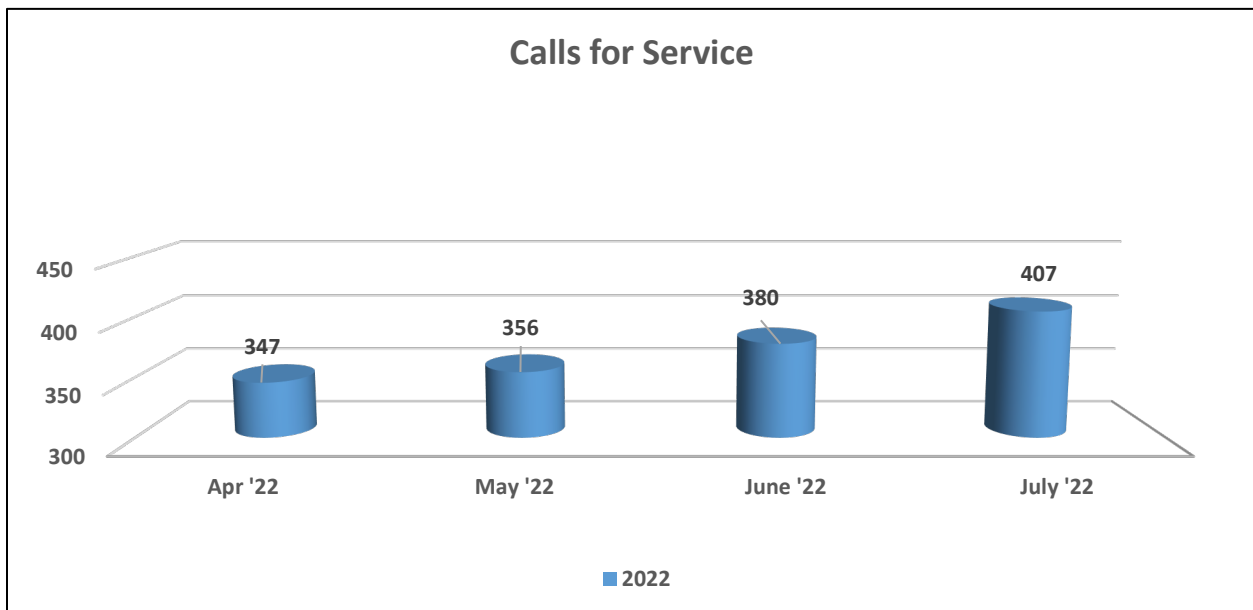
From: Lieutenant Aswegan

Date: August 6th, 2022

Re: July 2022 Monthly Report

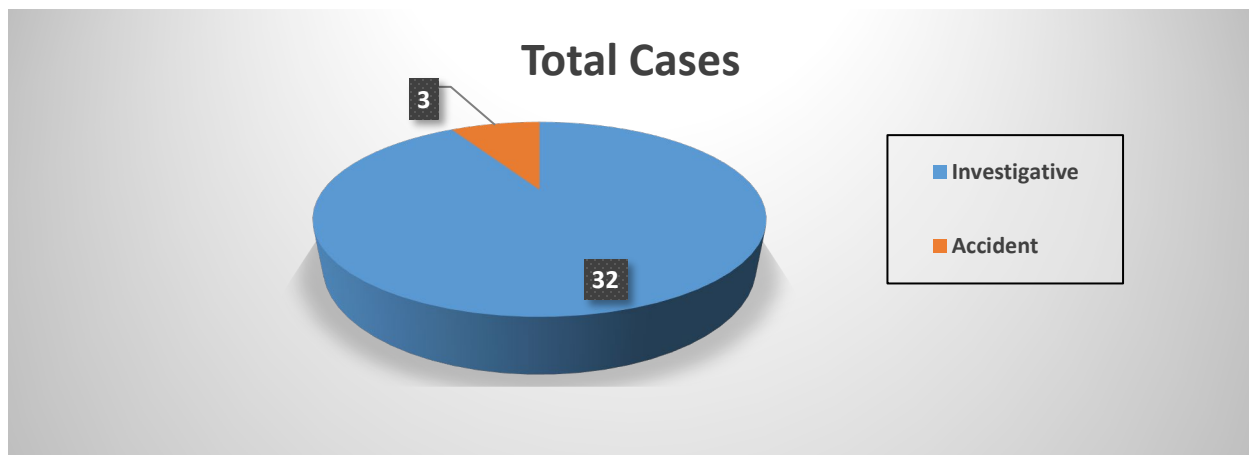
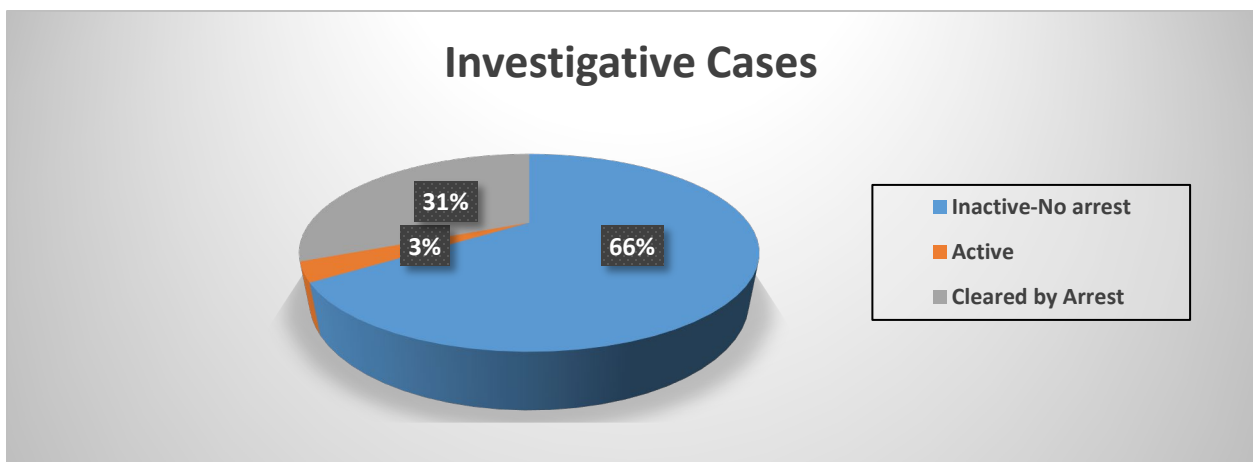
Calls for Service

The total calls for service for the month of July were **407**. 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 **82** traffic stops.



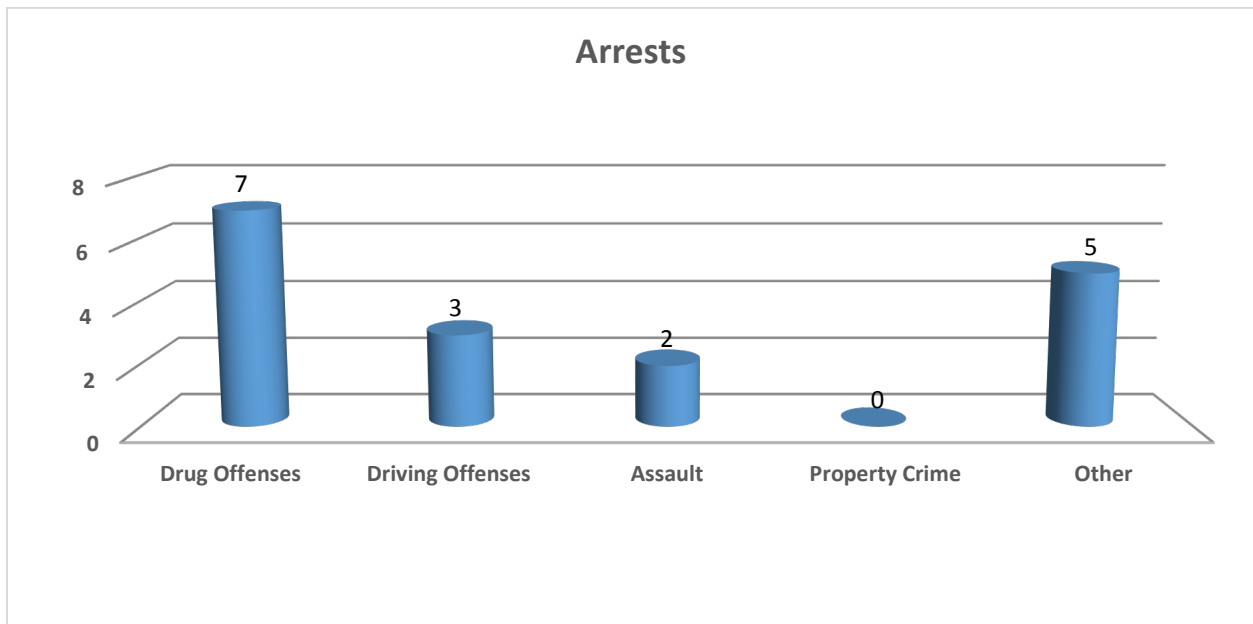
Cases Made

The Police Department had **35** total cases during the month of July. **32** of the cases were investigative incident reports and **3** were for traffic collision investigations. There is **1** active investigation from this month. There was a **31%** rate of cases cleared by arrest, for investigative cases in July.



Arrests Made

The Police Department made **17** arrests and issued **28** citations and **75** warnings. The arrests consisted of **7** arrests for drug offenses, **3** arrests for driving offenses, **2** arrests for Assault, and **5** arrests for miscellaneous offenses.



Notable Incidents

Case 22-0160

On July 3rd at about 1:30 am Polk City Officers responded to a single vehicle collision in the 800 block of E Northside Drive. An investigation at the scene revealed the driver, a 23-year-old Perry woman, had lost control of her vehicle causing the vehicle to drive through a field and come to rest in a ravine. The driver was found to be intoxicated. She assaulted officers as they were trying to help her back to the roadway to be checked by the ambulance. She was eventually arrested and charged with OWI-1st Offense, Interference with Official Acts and Assault on a Peace Officer. She was booked into the Polk County jail.

Case #22-0175

On July 17th at about 2:00 am, Polk City Police Officers were dispatched to a motor vehicle collision with injuries, which occurred at E. Southside Drive and NW 44th Street. An investigation revealed that a tan Chevy Tahoe, driven by a 16-year-old Madrid resident, was traveling eastbound on E. Southside drive when they failed to stop at the stop sign at E. Southside and NW 44th. A black 2008 Lexus, driven by a 20-year-old Ankeny man, was traveling southbound on NW 44th Street and struck the Tahoe on the front driver's side. The two drivers were taken to a Des Moines area hospital for minor injuries. Drugs were located at the scene and the investigation into the incident is on-going.

Officer Training

On July 11th, Polk City

Officers attended annual firearms qualifications. Officers are required by Iowa Code to qualify on their firearms annually. Polk City Officers qualified on their patrol rifles, handguns and shotguns using Iowa Law Enforcement Approved courses of fire.

Training Hours: 51

Lamfers	1
Aicher	22
Wilson	4
Delaney	4
Blaha-Polson	4
Sherman	8
Siepker	4
Aswegan	4

Canine Program

Officer Aicher and K9 Eudoris conducted 12 hours of training together in July. This includes a combination of training at Canine Tactical in Chariton, Iowa, and ongoing training throughout the month.

Officer Aicher and Eudoris were deployed 3 times in July. As a result of these deployments user amounts of methamphetamine, heroin and marijuana was seized and multiple suspects were charged. Charges included serious misdemeanor up to felonies.



Community Outreach

Officer Sherman, one of our newest officers, was a hit with the kids under our tent during the Four Seasons Festival.



Code Enforcement

The Polk City Police Department addressed 4 Municipal Code violations in July.

Department Updates

On July 11th, Officers Kevin Blaha-Polson and Sherman, were sworn in by Mayor Karsjen as the newest Polk City Police Officers.



Caitlyn Whipple was hired to fill a vacant position left by the soon-to-be retirement of Officer Ron Lamfers. Caitlyn will start with the department on August 17th and attend the Iowa Law Enforcement Academy starting August 29th. After completing the 16-week academy, she will enter our 8-week Field Training & Evaluation Program. We are excited to bring her on the team.



City of Polk City, Iowa

City Council Agenda Communication

Date: August 22, 2022
To: Mayor, City Council, and City Manager
From: Karla Hogrefe – Fire Chief
Subject: July 2022 Monthly Report

BACKGROUND: There were 81 calls for service the month of July, which was 17 calls down from June. We had paramedic coverage 18 nights out of 31. Ten of those nights were covered by our Full Time FF/Paramedic. We had Paramedic coverage four out of five Friday nights and two out of five Saturday nights. All day shifts in July were fully covered except for half of a Saturday day shift. Two nights we did not have staffing for three calls.

July was a very busy month of training 5 new hires. We also promoted 1 Captain and 3 Lieutenants in July.

We had FF/Paramedic Brennan Burke cleared to run independently as a Paramedic in July with four other new part time hires still working on orientation. I expect clearance by all four in early August.

Our newest Full Time member, Riley Noggle, started this month and was cleared very quickly to run independently as an EMT. Riley just passed her Paramedic National Registry written test and has her skills test planned in the next two weeks.

POC member Justin McKay finished at the top of his EMT class and will be testing soon for his National Registry EMT Certification. He began his orientation process and is working third on shift until cleared.

We started a Firefighter I class for Justin McKay and Riley Noggle, which started the end of July and goes until September. The class meets two nights a week and our members are helping out with instructing class and skills.

I attended a Conference in St. Paul, MN for Image Trend, our report writing software. It was a three day conference and worth my time. I was able to network with surrounding metro fire departments and learn a thing or two from them.

Council Member Jeff Walters spent a few nights at the Fire Department taking member head shots. The website has been updated with all but 4 of our members.

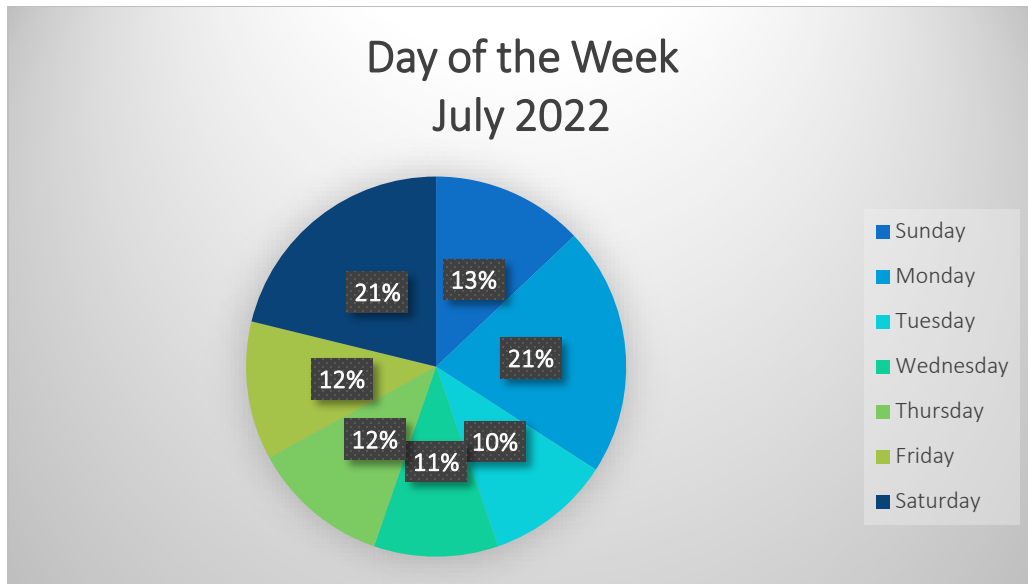
Unfortunately, we had 2 members submit resignations in July. FF/EMT Ross Frank, who had been on a 3 month leave of absence, resigned after 8 years of service to the Polk City Fire Department. EMT Ciara Davis also resigned after 1 year of service. We wish them the best and thank them for their service.

We conducted 3 training classes during July. July 5 – EMS Operations Ambulance Safety and Driver Course. July 12 - Fire Search and Rescue at acquired house on Bennitt. July 19 Business Meeting. July 26 – EMS Trauma scenarios at Saylorville Lake. Below are some pictures from crews saving “Rescue Randy.”





The busiest call volume day, in July, was Saturday at 18 calls for service:

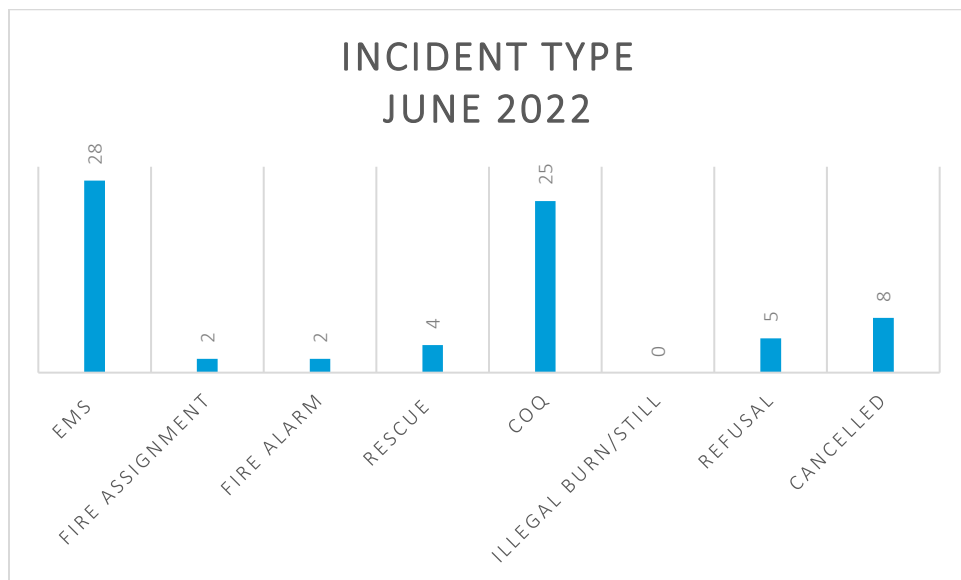


Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	TOTAL
11	14	9	9	10	10	18	81

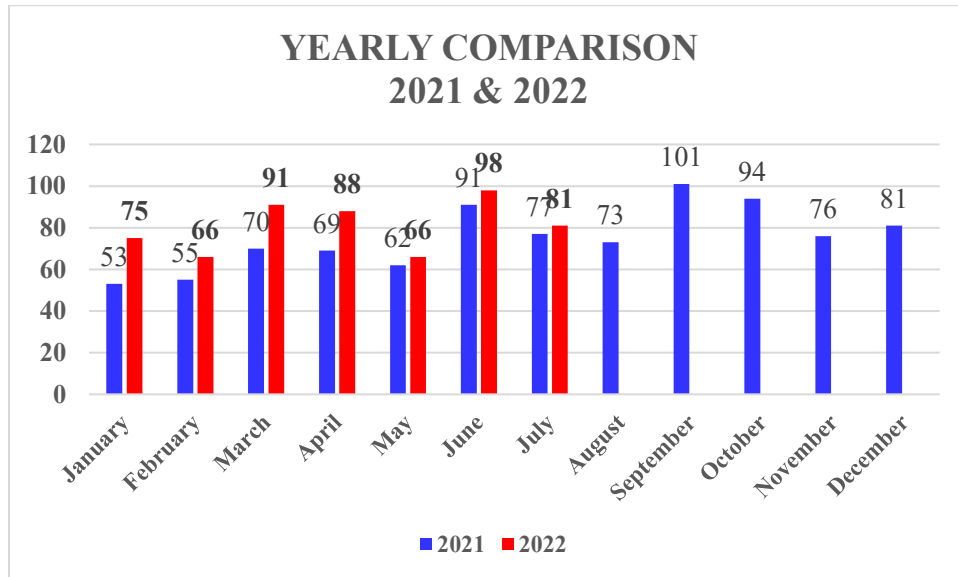
56 calls were during the day shift, between 06:00 hours (6:00 AM) and 18:00 hours (6:00 PM). 25 calls were during the night shift, between 18:00 hours (6:00 PM) and 06:00 hours (6:00 AM):



The "Incident Type" of calls was predominately EMS related and assisting our mutual aid departments.



July 2022 had 4 more calls for service than July 2021. Year-to-date we are 88 calls for service ahead of last year at this time.



We continue to trend upward in call volume and continue to work on staffing issues.



City of Polk City, Iowa

City Council Agenda Communication

Date: August 22, 2022
To: Mayor & City Council
From: Karla Hogrefe – Fire Chief
Subject: Policy & Procedure Updates

BACKGROUND: The fire department has policies and procedures which provides an outline and direction to and for our members. These policies and procedure were established in 2005. Some have been revised throughout the years and others remain the same.

The fire department has had several changes in how we provide service to the community. This requires revising and removing policies and procedures. Most of the policies removed have been removed due to duplication of the Polk City handbook. The Officers of the department are in the process of reviewing all 111 policies and procedures and SOG's and have begun to make some revisions. We have attached the following revised administrative policies and procedures for your review and acknowledgement:

- 103 – Media Equipment – Removed
- 104 – Confidentiality – Revised
- 105 – Alcohol & Drugs – Removed
- 106 – Use of Tobacco Products – Removed
- 107 – Registered Nurse Exception – Removed
- 108 – Response in Personally Owned Vehicles – Revised
- 109 – Participation Pay – Revised
- 110 – Official Name & Mission Statement – Revised
- 112 – Membership Requirements – Revised
- 113 – Membership Application – Removed
- 117 – Participation Requirements – Revised
- 118 – Duty Crews – Combined with 112
- 119 – Station Amenities – Removed
- 120 – Special Coverage – Revised
- 121 – Discipline – Removed
- 123 – Fire Chief Appointment – Removed
- 124 – Officer Appointments – Removed
- 125 – Officer Requirements – Revised to Organizational Chart/Chain of Command
- 126 – Review Board – Removed
- 127 – Safety Apparel Requirements – Revised to Safety – High Visibility Vests
- 128 – Blue & White Lights – Removed
- 129 – Official Insignia Usage – Revised

- 134 – Firefighter/EMT Job Description – Revised
- 135 – Engineer Job Description – Revised
- 144 – Grievance Procedure – Removed
- 145 – General Description of Fire & EMS Activities – Removed
- 146 – Medical Evaluation Program – Revised
- 147 – Dress Uniform – Combined with 151
- 148 – Use of Department Property – Removed
- 149 – Press Release – Revised
- 150 – Standard Operating Guidelines – Revised
- 151 – Duty Dress Code - Revised

ALTERNATIVES: Continue with the same policy and procedures.

FINANCIAL CONSIDERATIONS: No cost associated with these changes.

RECOMMENDATION: Acknowledge and accept these revisions so the operations of the fire department is up to date and appropriate for the times.



Polk City Fire Department Department Policy

101a

#101 – BBP Exposure Control Plan and Procedures

Date Issued: 12/12/2005

Date Last Revised: 7/29/2014

Purpose

This program was created to provide our employees with procedures and policies to reduce or eliminate occupational exposure to blood-borne pathogens to ensure their safety and health. This program was prepared in accordance with 29 CFR 1910.1030 Blood-borne Pathogens.

The primary agents of concern in the current occupational setting are the human immunodeficiency virus (HIV), Hepatitis B virus (HBV) and Hepatitis C virus (HCV).

Copies of this program shall be located at each site where employees report to work.

The Blood Borne Pathogen Exposure Control Plan is to be reevaluated and updated on a yearly basis.

Program administrator

The program administrator shall be responsible for annual review of the program, coordination of Blood-borne pathogen infection control training, purchase of equipment, incident reviews of injuries or illnesses that involve potential and actual exposures and maintain medical records.

Employees should refer their questions or comments about this program to the administrator.

The program administrator is the Officer responsible for EMS.

Employees covered

Employees that perform tasks that meet one of the following descriptions shall be covered under this program:

- a. Tasks that involve actual or potential for mucous membrane or skin contact with blood, body fluids or tissues.
- b. Tasks that involve no exposure to blood, bodily fluid or tissues, but employment may require exposure in an emergency.

The tasks that may result in occupational exposure will be included for each classification as well as the personal protective equipment that is provided to the employees.

Personal protective equipment

Personal protective equipment (PPE) shall be provided to employees based on the exposure review consistent with the PPE policy of the Polk City Fire Department. Contaminated equipment and clothing shall be cleaned, laundered or disposed of by the department.



Polk City Fire Department Department Policy

101b

#101 – BBP Exposure Control Plan and Procedures

Date Issued: 12/12/2005

Date Last Revised: 7/29/2014

Universal precautions

Employees must comply with the following precautions if exposed to blood or blood products:

- a. Wash hands after any potential exposures as soon as practical. Bottles of waterless hand soap may be issued to all employees working at locations without water sources.
- b. Use necessary PPE with limited exception.
- c. Contaminated sharps, glass or needles must be disposed in a puncture resistant and leak proof container with proper warning labels.
- d. Disinfect respirators after each use.
- e. Employees with cuts or scrapes on their hands while preparing food shall use food preparation gloves.
- f. Eating, drinking, smoking, applying makeup or handling contact lenses are prohibited in work areas where there is a reasonable likelihood of exposure.

Employee information and training

Any covered employee or those who supervise covered employees shall receive training as required by 29 CFR 1910.1030(g)(2). Training will include:

1. An accessible copy of the regulatory text of this standard and an explanation of its contents;
2. A general explanation of the epidemiology and symptoms of blood-borne diseases;
3. An explanation of the modes of transmission of blood-borne pathogens;
4. An explanation of the employer's exposure control;
5. An explanation of the appropriate methods for recognizing tasks and other activities that may involve exposure to blood and other potentially infectious materials;
6. An explanation of the use and limitations of methods that will prevent or reduce exposure including appropriate engineering controls, work practice techniques and PPE;
7. Information on the types, proper use, location, removal, handling, decontamination and disposal of PPE;
8. An explanation of the basis for selection of PPE;
9. Information on the hepatitis B vaccine, including information on its efficacy, safety, method of administration, the benefits of being vaccinated, and that the vaccine and vaccination will be offered free of charge;
10. Information on the appropriate actions to take and persons to contact in an emergency involving blood or other potentially infectious materials;
11. An explanation of the procedure to follow if an exposure incident occurs, including the method of reporting the incident and the medical follow-up that will be made available;
12. Information on the post-exposure evaluation and follow-up that the employer is required to provide for the employee following an exposure incident;

13. An explanation of the signs and labels or color coding.



Polk City Fire Department Department Policy

101c

#101 – BBP Exposure Control Plan and Procedures

Date Issued: 12/12/2005

Date Last Revised: 7/29/2014

Training will be conducted by a competent person as demonstrated by knowledge and experience. The name of the trainer, qualifications, training materials used, course content and date of training will be documented.

Every employee will be trained prior to undertaking any task where exposure could exist and retrained annually. Records of training will be maintained for a minimum of three years.

Engineering and Work Practice Controls

Yearly evaluation will be performed to maintain that all engineering and work practice controls are being used to eliminate or minimize employee exposure.

Controls shall include and are not limited to:

1. Sharps Disposal Containers
2. Self-sheathing needles
3. Safer Medical Devices
 - a. Needleless devices
 - b. Sharps with engineered sharp injury protections

Housekeeping

All work-sites and vehicle will be maintained in a clean and sanitary condition.

All contaminated equipment or locations shall be cleaned up as soon as feasible using the universal precautions. All bins, pails, cans and similar receptacles intended for reuse that have a reasonable likelihood for becoming contaminated with blood or other potentially infectious materials should be inspected and decontaminated on a regularly scheduled basis and cleaned and decontaminated immediately or as soon as possible upon visible contamination. Biohazard bags and container will be provided for contaminated material disposal.

Hepatitis B vaccination and post-exposure evaluation and follow-up

Hepatitis B vaccine and vaccination series will be provided free of charge to all employees who have occupational exposure including post-exposure evaluations and follow-ups for all employees who have had an exposure incident. Medical evaluations and procedures including the Hepatitis B vaccine and vaccination series and post-exposure evaluation and follow-up, including prophylaxis, will be performed by or under supervision of a licensed physician.

Employees accepting Hepatitis B vaccinations shall complete the consent form (#613).

Employees declining the Hepatitis B vaccinations shall complete the declination form (#617).

The forms and other medical records shall be maintained in the employees' confidential medical file for a duration of thirty years minimum.



Polk City Fire Department Department Policy

101d

#101 – BBP Exposure Control Plan and Procedures

Date Issued: 12/12/2005

Date Last Revised: 7/29/2014

Exposure procedures

Employees subjected to an exposure incident shall:

- a. Wash the needle stick injury, cuts and exposed skin thoroughly with soap and water.
- b. If splash is around the mouth or nose, flush the area with water.
- c. If splashed is around the eyes, irrigate with clean water, saline or sterile irrigates for a duration of twenty minutes.
- d. Immediately report exposure incident to the Duty Officer or BBP program administrator.
- e. Complete employee's incident report within 12 hours of exposure
- f. Report to designated health care provider for post exposure evaluation, care and counseling

Violation of blood-borne pathogens/exposure control program

Employees who violate procedures will be disciplined according to the personnel policy. Employees will also be required to attend retraining on the procedures or policies that were violated.



Polk City Fire Department Department Policy

102a

#102 – Line of Duty Death

Date Issued: 09/05/2006

Date Last Revised: 01/06/2007

Purpose: The purpose of this policy is to outline the initial steps to be followed in the event of a line of duty death. This policy outlines steps for notification of family, media, and others. It also outlines the duties of the appointed Public Information Officer and Family Liaison Officer.

Policy:

An emotional and tense situation occurs at an incident with the death, probable death, or injuries severe enough that they will likely lead to the death of a firefighter. Actions need to be taken to control the situation and to prepare for the events which will take place.

Initial Steps:

- ***Don't forget the rest of the incident.***
- Institute a radio discipline policy.
- Assign a PIO:
 - Expect a major media event.
 - Use prepared scripts so that the release of information is concise and accurate.
 - Schedule press conferences.
- Begin notifications:
 - Firefighter's family;
 - Chief and an additional representative from the department should notify (in person) the family of death and facts related to the incident. Have a medic unit nearby, but out of sight.
 - A family Liaison should remain with and/or be available to the family (24hrs) and should be the conduit for all information to/from the family.
 - All fire department personnel
 - Mayor and City Administration
 - Coroner for an autopsy (refer to Resources Section)
- Initiate a thorough investigation into the incident:
 - Recover & secure all personal protective equipment
 - Secure the scene – consider it a possible crime scene
 - Establish an investigation team – should be separate and distinct from the fire cause investigation team; but, both should work well together.
- Contact support agencies:
 - Provide for critical incident stress debriefing and grief counseling for the department.
 - Iowa State Fire Chiefs Association
 - Iowa State Fire Marshal's Office
 - Polk County Fire Chiefs Association
 - Polk County Fire Fighters Association
 - Polk County CISD
 - Public Safety Officers' Benefit Program (PSOB)
 - National Fallen Firefighters Foundation

- Neighboring departments



Polk City Fire Department Department Policy

102b

#102 – Line of Duty Death

Date Issued: 09/05/2006

Date Last Revised: 01/06/2007

Investigative Issues

A thorough investigation into the cause of the fatality should be conducted, including the possibility of criminal activities. Legal representation may be required. A full autopsy should be conducted.

- Secure the scene.
- Conduct thorough investigation, possibly with the aid of a local law enforcement unit – possible criminal activity may be involved. Due to local or state protocols, the local law enforcement agency may conduct an investigation.
- Collect appropriate statements from individuals. Use restraint to collect information. This is not intended to suppress the facts, but rather to suppress incorrect and unnecessary opinions. Stick only to the facts. If facts are not known, this should be clearly stated.
- Recover and secure all protective clothing and equipment.
- Maintain records – interviews, radio tapes, incident report, photographs and drawings.
- Have an autopsy performed in accordance with United States Fire Administration, Firefighter Autopsy Protocol, using the post mortem protocol for fire victims. It is essential that steps be taken to ensure that the cause and death is accurately reported.
- Obtain at least six (6) certified copies of the autopsy report and death certificate. These copies may have to be requested by the family.
- ***Document, Document, Document!***

Post-incident Issues

Assist the family in planning the funeral/memorial as they choose. This may include fire department involvement, transportation, home maintenance, meals, childcare, etc. The fire department assigned Family Liaison Officer should be the interface between the family, the department and others.

Continue to inform fire department members and officials of arrangements.

Solicit local law enforcement officials and others for support. This may include assistance with the investigation, traffic control during the funeral and routine checks of the family's residence.

Monitor department members closest to the incident to see how they are dealing with the loss. Provide for critical incident stress debriefing and grief counseling for the department as needed. Consideration may also have to be given to allow members time off to cope with the tragedy.



Polk City Fire Department Department Policy

102c

#102 – Line of Duty Death

Date Issued: 09/05/2006

Date Last Revised: 01/06/2007

Notifications

Next of Kin

The importance of the next of kin notification cannot be over-emphasized. This process sets the tone for the difficult times the surviving family will face. Sensitivity and compassion are important.

The name of the deceased firefighter must never be released by the Department before the immediate family is notified. Do not inform neighbors of the death before telling the family. If asked, inform them you need to find the family regarding a medical emergency and ask if they know where the family can be found.

Family notification should be made as quickly as possible to avoid the family receiving a notification from another outside party. The media may employ many efforts to seek out the name of the fallen firefighter. Use all necessary measures to protect the next of kin from unwanted media exposure.

For this reason, a Notification Team needs to be assembled rapidly. The team should consist, if possible, of the Chief (or the highest ranking available Officer), Chaplin, Clergy (Family bishop, Pastor, Minister, etc.), Family Liaison Officer, and a firefighter friend of the family or close civilian family friend. Check the firefighters file for their wishes and or recommendations.

If the fallen firefighter's family lives far enough out of the area as to make the department's notification impractical, the local Fire Agency (or law enforcement agency) in the area should be notified to make a timely notification.

In the event that the department experiences the loss of more than one member, then multiple notification teams will need to be assembled and deployed.

Before arriving at the residence, verify the latest information, decide who will speak and what they will say. Because of the emotional circumstances involved, be prepared for the family to strike out and blame the fire department for their loss.

Steps to be taken at the residence:

1. It is recommended to have a medic unit standby near the residence, but not in view, especially if there is a known medical problem with an immediate survivor.
2. At the door identify yourself and ask to come in. (Notification should take place in a private setting.)
3. When inside, ensure you are notifying the right person.

4. It is important to put all of the known basic facts into one sentence. Make sure the message is absolutely clear and direct.
5. Begin with, "I have very bad news" or "I am very sorry to tell you."



Polk City Fire Department Department Policy

102d

#102 – Line of Duty Death

Date Issued: 09/05/2006

Date Last Revised: 01/06/2007

6. Let them know what happened, "Your husband/wife died responding to a fire," or "John was killed in a building collapse." (Use the victim's first name when appropriate.)
7. Allow the family to express their emotions. Do not try to talk them out of their grief. Also, since this is a very sad time, do not mask your own grief.
8. Provide only the facts you know, never speculate. Answer all questions honestly. If you cannot answer a question, find the correct answer.
9. Avoid the following phrases: a) "I know how you feel" b) "It was God's will" c) "Life will go on" d) "He would have wanted to go this way" e) "Be brave" f) "Passed away."
10. Ask if the Department can assist by notifying immediate family members (parents, brothers and sisters).
11. Never leave immediately after making the notification. Have at least one member of the Department stay with the family – preferably the Family Liaison Officer.
12. Do not take the victim's personal items with you.
13. Ask the survivor(s) if they wish to see the deceased firefighter, even if the body is badly disfigured. People often have a need to see, touch and hold the deceased; otherwise they may be in denial. This is often very helpful in the family grief process. It gives a sense of finality.
14. If family members wish to see the firefighter, arrangements need to be made rapidly for viewing. Sensitivity to the family is very important. Provide the best possible environment and avoid delays that heighten the family's anxiety.
15. Offer to transport the family to the location of the firefighter, and help prepare them for what they will see. It is highly recommended that the family not drive themselves. If the family insists on driving, a uniformed firefighter should accompany them in the family vehicle. (NOTE: If family members arrive on the scene during on-going operations it is important to identify them and keep them out of the direct flow of operations, particularly if the body is still trapped or on the scene.)
16. If you transport the family, advise dispatch that you are transporting the relatives and if possible, turn off your radio or switch to an alternate channel. Communicate by phone.
17. If the Department's Family Liaison Officer is not present at the notification, the family should be given the name prior to the team deployment. Write down their telephone and pager numbers. If possible, this person should already be known by the family.
18. Advise the family that the Family Liaison Officer will contact them to assist with the necessary arrangements.
19. Advise the family of possible media calls. Unwanted media exposure will only add to the difficulty of the tragedy. Suggest that a friend of the family screen incoming calls. Offer to be the media spokes person for the family.
20. Assure the family that their wishes are important to the Department.

21. Advise the family that an autopsy (refer to Resources Section) may be required and why it is necessary.
22. Ensure that the family understands that they do not have to make any immediate decisions regarding services, mortuary, wills, etc. The Department's Family Liaison Officer may be able to provide assistance.



Polk City Fire Department Department Policy

102e

#102 – Line of Duty Death

Date Issued: 09/05/2006

Date Last Revised 01/06/2007

Fire Department Members

It is very important that all members of the Department be notified of the death(s) as soon as possible, including those off-duty and vacationing personnel.

In the event of an on-duty death, the external monitoring of fire frequencies may be extensive. Communications regarding notifications should be restricted to the telephone whenever possible. Department personnel should not give out any information about the incident unless it is approved by the Chief or his designee.

Media

The line-of-duty death of a firefighter is fortunately a rare occurrence for most fire departments. When it does occur, the media, as well as many others are interested in obtaining as much detailed information as possible. Every effort should be made to provide *essential* facts, but the information provided should be done only after the next of kin has been notified. Care should be given so that information critical to an investigation of the incident is not compromised.

The Public Information Officer (PIO), with the approval of the Chief, can arrange for news conferences, written news releases and interviews. Information provided during a news conference should be prepared in advance. A press kit can be prepared that may include Bio(s), pictures, and service information.

Others

Depending on the circumstances surrounding the incident, and the family and community situation, notification of the death of a firefighter may also be given to:

- Local elected or governing officials
- Iowa State Fire Chiefs Association and the Iowa State Firemen's Association
- Polk County Fire Chiefs Association
- Polk County Fire Fighters Association
- Neighboring fire departments
- Public Safety Officers Benefit Program (1-888-744-6513)

- National Fallen Firefighters Foundation (301-447-1365)
- Elected State and Federal Senators and Representatives



Polk City Fire Department Department Policy

102f

#102 – Line of Duty Death

Date Issued: 09/05/2006

Date Last Revised 01/06/2007

Public Information Officer (PIO) – The Public Information Officer should coordinate and disseminate, with the approval of the Chief, all information regarding the Line-of-duty Death. The release of names of injured or deceased firefighters should *never* be done prior to the notification of the next of kin. The PIO's responsibilities may include:

1. Coordination and/or presentation of all media contacts including interviews, news conferences and written news releases.
2. Coordinate the notification of:
 - a. Local public officials
 - b. Iowa State Fire Chiefs Association
 - c. Polk County Fire Chiefs Association
 - d. Polk County Fire Fighters Association
 - e. Neighboring fire departments
 - f. Public Safety Officers Benefit Program (1-888-744-6513)
 - g. National Fallen Firefighters Foundation (301-447-1365)
 - h. Iowa State Fire Marshal
 - i. State and federal elected officials
 - j. Other related State and local organizations
3. Establish information telephone numbers – recorded or live.
4. Prepare press kits – bio(s), pictures, service info, maps, etc.
5. Organize media coverage. Use media pool coverage to limit and manage media areas at the service and burial.
6. Prepare printed service programs for viewing and burial.
7. Manage VIP arrangements.



Polk City Fire Department Department Policy

102g

#102 – Line of Duty Death

Date Issued: 09/05/2006

Date Last Revised 01/06/2007

Family Liaison Officer (FLO) – The FLO is the primary fire department connection with the family – the conduit for all information flow to/from the family. The FLO should be assigned a department vehicle for the entire funeral process and should be available to the family 24-hours a day by phone or pager.

The FLO should be prepared to discuss all parameters of the funeral process and ceremonies, and to counsel the family in its decisions. These may include, but are not limited to: the of internment; wake; funeral home; religious service; cemetery; burial garment (uniform or other); music; eulogy; procession; reception; child/family care. The FLO needs to know what services the Department can and cannot provide.

The Family Liaison Officer also needs to work with the family to obtain necessary documentation – autopsy reports (refer to Resources Section), birth and death certificates, marriage certificates, military records, and insurance documents. The FLO can assist in obtaining the benefits due the family such as:

1. Public Safety Officers Benefits
2. Pension/retirement systems
3. Volunteer Fire Fighters Dependents Benefits
4. Local insurance benefits
5. Workers' Compensation
6. Social Security
7. Veterans benefits
8. Union or State firefighter related organizations
9. State/Federal education benefits
10. Other local, state or regional organizations
11. Setting up a Family Fund through a local bank.



Polk City Fire Department Department Policy

104a

#104 – Confidentiality

Date Issued: 04/15/2005

Date Last Revised: 08/09/2022

Purpose and Scope:

The purpose of this policy is to establish and clearly state the expectations regarding business and patient confidentiality. This policy applies to all members of the department.

Policy:

It is the obligation and policy of the department to protect the privacy of business information and to maintain the confidentiality of all information and protect all individual rights to privacy. Follow HIPAA act of 1996 for all patients.

1. All information gathered while responding on an alarm is strictly confidential and will not be discussed with any person not active on the Polk City Fire Department.
2. Information should only be discussed with other members of the Polk City Fire Department that either responded on the call or are performing CQI activities.
3. Any physical documents that have protected health information or confidential information pertaining to an alarm shall be shredded immediately if they are to be discarded.
4. All requests for confidential information must be made to the Fire Chief at which time the request will be reviewed and the appropriate steps taken.
 - a. Confidential information may be released to:
 - i. The receiving medical facility or ALS service for the purposes of treatment
 - ii. The billing agency for the purposes of billing
 - iii. Coroners and medical examiners for the purpose of identification and determining cause of death
 - b. Confidential information may only be released by the Fire Chief in the following situations:
 - i. Law enforcement inquires (local, county, and state)
 - ii. Workers compensation inquires
 - iii. Judicial or law firm inquires
 - iv. Department of Transportation inquires
 - v. DNR inquires
 - vi. Social services
 - vii. Department of Public Health
 - viii. Mutual aid fire department inquires
 - ix. Patients employer inquires



Polk City Fire Department Department Policy

108

#108 – Response in Personally Owned Vehicles (POV)

Date Issued: 08/03/2005

Date Last Reviewed/Revised 08/08/2022

Purpose: The purpose of this policy to define the Polk City Fire Departments policy on responding on calls in personally owned vehicles.

Policy:

1. All members of the fire department shall make every attempt to respond to calls in official department vehicles only.
2. Response directly to the scene shall only be permitted in several situations listed below:
 - a. An officer may respond direct to the scene for purposes of incident command and to ensure a quick response to the scene.
 - b. If additional manpower is needed on the scene, and no department vehicles are left to respond in, and approval is given from the Incident Commander.
 - c. A paramedic may respond direct to the scene in the event they are needed and when it will clearly benefit the patient to not delay the response.
 - d. As deemed necessary by the Fire Chief.
3. All members responding direct to the scene shall be wearing department issued gear.
4. All members responding to calls in their POV's shall follow all traffic laws, including speed laws.



Polk City Fire Department

Department Policy

109

#109 – Participation Pay

Date Issued: 06/16/2005

Date Last Revised: 08/04/2022

Purpose: The purpose of this policy is to identify the pay scales for paid on call positions, part time positions, and officer positions.

Paid On Call (POC) - These individuals are on call and not required to be at the station.

- POC are paid at 1 hour equivalent for responses and two hours equivalent for responses with transports.
- Actual per call amount is dependent on certification level of the individual.

Part Time - These individuals work part time hours at the station on the duty crew and are paid an hourly rate. Duty crew shifts are from 6A-6P or 6P-6A. A time clock is utilized each day and staff are paid bi-weekly. The pay period starts on Thursday and ends on Wednesday. Payroll is deposited on Friday. Eligible staff can work up to 30 part time hours per week.

POC & Part Time Wage Scale	
No Certifications	\$ 16.00
Firefighter or EMT Certification	\$ 16.75
Firefighter/EMT	\$ 17.50
Paramedic	\$ 19.00
Firefighter/Paramedic	\$ 22.00

Officer Pay - Appointed Officers will be compensated at their hourly rate plus additional pay according to their rank. Officers will clock in for any officer duties outside of normal working hours.

Officer's Wage Scale	
Lieutenant	\$ 1.00
Captain	\$ 2.00
Deputy Chief	\$ 3.00
Assistant Chief	\$ 4.00



Polk City Fire Department Department Policy

110

#110 – Official Name & Mission Statement

Date Issued: 11/02/2005

Date Last Revised 08/08/2022

Official Name:

Polk City Fire Department

Mission Statement:

The mission of the Polk City Fire Department is to minimize the loss of life and property of our residents and neighbors through education, prevention, and by delivering the highest level of fire and emergency medical services.

P = Professionalism

O = Obligation

L = Loyalty

K = Kindness

C = Compassionate

I = Integrity

T = Training

Y = Yes, we can



Polk City Fire Department Department Policy

111a

#111 – Billing & Collections

Date Issued: 8/11/2015

Date Last Revised 8/11/2015

Purpose: To define the policy for billing and collections on services provided by the Polk City Fire Department.

Billing:

1. Billing amounts are established and approved by City Council resolution “Emergency Response Fees”.
2. Billing and collections for services shall be completed either by the department billing clerk or a contracted third party service.

Payments:

1. Payments should be mailed directly to the Polk City Fire Department at P.O. Box 34.
2. The City Hall staff shall pick all mail up from the Post Office and secure in City Hall until the mail can be opened.
3. The City Finance Officer will reconcile the check logs with the bank deposit to ensure they balance.

Financial Hardship: Request for consideration for financial hardship as a reason for writing off or reducing a debt owed for Fire Department services.

1. The client must file a written request for Financial Hardship consideration using the provided form.
2. Requests shall be directed to the Fire Chief.
3. This request must be specific on the reason for requesting the account be reduced or written off.
4. The request and account information will be reviewed by the Fire Chief and City Administrator for approval.
5. If approved, the billing clerk will notify the third party billing service and file the approved form with the patient care report.

Payment Plans: Clients or their legal guardian can request to enter into a Settlement Agreement with the City of Polk City Fire Department to provide payment of their bill for services.

1. Payment plans may be established for up to one year from the date of billing. The total amount due will be equally divided into monthly payments for amount of time left in the one year period from the date of billing.
2. A Settlement Agreement and Confession of Judgment shall be completed and signed by the patient or legal guardian and kept on file (attached electronically to PCR in Fire Bridge).
3. Approval of payment plans beyond one year requires approval of the Fire Chief.
4. Failure to comply with the terms of the Settlement Agreement shall result in the account being submitted for further collection action.



Polk City Fire Department Department Policy

111b

#111 – Billing & Collections

Date Issued: 8/11/2015

Date Last Revised 8/11/2015

Collections:

1. Accounts past due with no financial hardship request or settlement agreement in place are subject to collection procedures. The billing clerk or third party service may act on behalf of the Polk City Fire Department to collect on past due accounts.
2. Past due accounts with no payments or successful collections for more than 12 months from the date of billing shall be removed from the Accounts Receivable system and filed with the Iowa Tax Offset program.
3. The owed amount will remain on the Iowa Tax Offset program until the debt is collected in full. If a client establishes a payment plan and makes six payments on time, the remaining amount may be removed from the Tax Offset Program if approved by the Fire Chief.
4. Accounts may be taken to small claims court after being reviewed by the Fire Chief and City Administrator.
5. Additional fees and expenses incurred through collection procedures, attorney fees, or courts costs may be added to the clients account and become part of the amount due.

Iowa Offset Program:

1. The Iowa Offset Program is utilized when a qualifying debt for “ambulance service” as defined in Iowa Code section 8A.504(1)”c”.
2. The debtor has entered into an agreement with the City of Polk City Fire Department by signing the department’s “Privacy Policy and Signature Form”.
3. If the debtor has not responded and they are/were an Iowa Resident, the account is entered into the Iowa Offset Program.
4. Offset Match Notification
 - a. When notified by the Department of Administrative Services of an “offset match” the debtor and liability is verified to assure it is correct and the debt remains outstanding.
 - b. If the debtor no longer owes for an unpaid liability, a request is sent to the Department of Administrative Services releasing their tax refund.
 - c. If the debtor owes the liability, an Offset Notification Letter is sent to the debtor utilizing the address provided by the Department of Administrative Services. An additional \$7.00 processing charge is added to the debt. This charge is billed to the City of Polk City Fire Department Ambulance Service by the Department of Administrative Services and is allowed to be added to the debt.



Polk City Fire Department Department Policy

111c

#111 – Billing & Collections

Date Issued: 8/11/2015

Date Last Revised 8/11/2015

- d. The Offset Notification letter notifies the debtor:
- i. That their Iowa Tax Refund is being held due to a debt owed by them to the City of Polk Fire Department Ambulance Service.
 - ii. That a \$7.00 processing fee has been added to the debt.
 - iii. A telephone number is provided should they have any questions about why they owe the debt.
 - iv. Notified that this action is authorized by Iowa Code 8A.504 which allows setoff of a tax refund for ambulance service.
 - v. The debtor has the right to contest this action by **providing proof of payment to the Polk City Fire Department.** If the debtor does not furnish proof of payment within **15 days**, the refund will be applied to reduce the debt. If the debt is less than the amount of your tax refund, the difference will be sent to the debtor, unless money is owed to the clerk of the District Court or to another State of Iowa Agency.
 - vi. If the debtor wishes to contest the validity of the right to offset, they may file a written notice of protest: Legal Counsel, Department of Administrative Services, Hoover State Office Building, Des Moines, IA 50319.
 - vii. If a joint return or a combined tax return was filed, the debtor or spouse may request that their tax refund be divided. Your tax refund will be divided based upon the net income of each individual in comparison to the total net income for both spouses. The refund will not be divided 50/50 unless each spouse earned 50% of the income shown on the return. The request to divide the refund must be made within 15 days from the date of this notice.
- e. If the debtor contests the liability as allowed by Iowa Code, we will work to resolve the issue within the scope of the Iowa Code or as directed by the Department of Administrative Services.
1. If there has not been a response from patient and at 15 days after letter has been sent to patient the Department of Administrative Services shall be notified to proceed with the payment from the debtors tax refund to the City of Polk City Fire Department following procedures outlined by the Department of Administrative Services.



Polk City Fire Department Department Policy

112a

#112 – Membership Requirements

Date Issued: 6/10/2005

Date Last Revised: 08/04/2022

Purpose and Scope:

To establish a written policy outlining membership programs of the Polk City Fire Department. This policy applies to all applicants and members of the department.

Definition:

Recruit – Individual whose application for membership has been approved and maintains the required participation standards. Probationary period is (12) twelve months unless released from probation by the Chief. Probation may be extended six (6) months with approval from the Fire Chief.

Active Member – Individual whose application for membership has been approved, has met the probationary requirements, maintains the required participation standards, and has met the certification requirements.

Honorary Member – Individual, who has been an active member for no less than 10 years, has rendered outstanding service to the Department and, or upon whom the Fire Chief cares to bestow this honor. Honorary members may participate in non-hazardous functions.

FTE – Part time positions paid hourly combined to equal Full Time Equivalent.

Paid On Call – On call positions where compensation is a minimal on call hourly compensation and set POC rate for call responses.

General Membership Requirements:

Any person regardless of race, creed, religion, or sex, who is of good character, shall be eligible for membership. Prospective members must meet the following qualifications:

1. Must be at least 18 years of age.
2. Must be a United States citizen.
3. Must be able to speak, read, write and understand English.
4. Must be a high school student, graduate, or have completed the G.E.D.
5. Must be of good moral character and have acceptable student or work references.
6. Must be able to physically perform the duties of the job.
7. Must possess a current Iowa driver license.
8. Must have an acceptable driving record and acceptable criminal background. (Background investigation criteria for rejection: Any felony conviction, any current or recent suspension or restriction of driver's license (such as SR-22 or similar) which is the result of legal action be it a court or administrative agency, or any recent criminal activity that is determined by the Fire Chief to be undesirable).
9. Members must successfully complete the orientation and new recruit training program in the allotted time and meet requirements for meeting and call response during the new recruit training period.



Polk City Fire Department Department Policy

112b

#112 – Membership Requirements

Date Issued: 6/10/2005

Date Last Revised: 08/04/2022

Resident – Paid On Call

Program covers those people who live in Polk City or within 6 minutes of the Fire Station and have a desire to be an emergency responder. These members are permitted to be on call from home and respond to the station when we have a call.

These members are subject to the general membership requirements listed above and:

1. Must commit to a minimum of 48 hours of on-call shifts per month, including one Friday or Saturday night.
2. Residency requirement (must live within 6 minutes of the Polk City Fire Station).
3. Must attend 75% of department trainings and meetings quarterly. Certain outside training may be counted towards your 75% training requirement, however training at PCFD must include a minimum of three classes or meetings per quarter.
4. Firefighter and EMT education provided by and paid for by Polk City (with contract).
5. Individual fire and EMS gear issued.
6. Compensation follows POC per call rates.
7. Two year commitment required.

Internship – Paid On Call

This program covers those students enrolled in an educational institution for Fire or EMS. Those students who live outside of Polk City or further than 6 minutes from the Fire Station are required to be at the Fire Station or within 6 minutes of the Fire Station when on duty crew. Living and sleeping quarters are provided at the Fire Station. Students who live in Polk City are permitted to respond to calls from home when on duty crew.

These members are subject to the general membership requirements listed above and:

1. Must be a student of an educational institution for Fire or EMS, in good standing with the college, and accepted into the program.
2. Must commit to a minimum of 48 hours of on-call shifts per month.
3. Must be at the Fire Station or within 6 minutes of the Fire Station during scheduled duty crew hours.
4. Must attend 75% of department training and meetings quarterly. Certain outside training may be counted towards your 75% training requirement, however training at PCFD must include a minimum of three classes or meetings per quarter. Attendance of certification classes will be excused from department training.
5. Firefighter and EMT education paid for by intern (no contracts)
6. Fire gear, face piece, and helmet available at station.
7. Compensation follows POC per call rates.

Part Time

Any member that wishes to cover FTE positions (paid hourly). Part time shifts are 6A-6P or 6P-6A at the station.

These members are subject to the general requirements listed above and:

1. Must be an Active Member to fill FTE staffing.
2. Must submit a minimum of 48 hours of availability per month during FTE staffed hours and 12 must be on a Saturday or Sunday and work at least 3 shifts per month.
3. Must attend 75% of department trainings and meetings quarterly. Certain outside training may be counted towards your 75% training requirement, however training at PCFD must include a minimum of two classes or meetings per quarter.
4. Compensation follows established hourly pay rates.
5. Two year commitment required.

Availability/Scheduling

1. Each member must have their availability for the next month submitted by the 20th of the current month.
2. The schedule is posted by the 23rd of the current month for the next month.
3. If a member is unable to cover a scheduled shift and cannot find a trade, it is the member's responsibility to notify the Duty Officer.



Polk City Fire Department Department Policy

114

#114 – Members Equipment

Date Issued: 12/12/2005

Date Last Revised 08/08/2022

Purpose: This policy provides rules for equipment checked out to members.

Policy:

1. The following equipment will be checked out upon becoming a probationary status member to be kept at the fire station:
 - a. Fire – bunker pants and coat
 - b. Fire – helmet
 - c. Fire – gloves
 - d. Fire - hood
 - e. Fire – face mask
 - f. Fire – Station t-shirt
 - g. Fire – Accountability tags (2)
 - h. EMS – coat
 - i. EMS – Station polo shirt
 - j. Department dress shirt and badge (active members only)
 - k. Cold weather hats and gloves will be made available to members for the winter months
2. Equipment designated to be left at the Fire Station shall not leave without prior clearance from the Fire Chief or Officer.
3. The following equipment will be checked out upon becoming a probationary status member to be kept in the members possession:
 - a. Pager
 - b. Charger for pager
 - c. Spare batteries
4. Each member is responsible for their own equipment. Missing equipment should be reported to the Fire Chief immediately.
5. In the event a member becomes inactive (leaves the department) all equipment list in #2 above must be returned to the department in good condition within one week. If the equipment is not returned or returned in poor condition, the member will be sent a bill for the replacement cost of the missing or poor condition equipment.



Polk City Fire Department Department Policy

115

#115 – Leave of Absence

Date Issued: 04/15/2005

Date Last Revised: 06/10/05

Purpose and Scope:

The purpose of this policy is to define the procedures for Leave of Absence from the department and to outline how a leave of absence should be requested.

Definition:

Leave of Absence – A temporary leave from all obligations with the department with the intention of returning to service within 90 days

Policy:

1. A Medical Leave of Absence and length of absence will be determined by a physician as stated in Policy # 146 (Medical Evaluation Program).
2. A Personal Leave of Absence will be no more than 90 days with the member being responsible for all training and re-certifications.
3. The member seeking a Leave of Absence must apply in writing, to the Fire Chief, giving the beginning and ending dates and the reason they are seeking leave.
4. The Fire Chief shall notify all Officers and Review Board Chairperson of the Leave of Absence request. Notification shall be provided to the rest of the membership at the next regularly scheduled Business Meeting.
5. An Extended Leave of Absence over 90 days requires a written proposal, meeting, and approval from the Fire Chief. This extended leave must then be approved by the Officers and notification provided to the Review Board Chairperson. A Leave of Absence of more than 6 months (military and school duties are exceptions) will require dismissal from the Department. The individual is responsible for training and re-certification at their own expense unless done within the department.
6. Members are not required to meet the participation requirements as described in Policy #117 (Response Requirements), Policy #118 (Meeting Requirements), or Policy #119 (Certification Requirements). Members who are on Leave of Absence **will not** participate in any emergency response or in any activity related to the delivery of an emergency response.



Polk City Fire Department Department Policy

116

#116 – Resignation

Date Issued: 04/15/2005

Date Last Revised: 04/15/2005

Purpose and Scope:

The purpose of this policy is to outline the procedure for member resignation.

Policy:

1. A written letter to the Fire Chief is required for resignation from the department.
2. All equipment and issued gear must be returned immediately.
3. Any member resigning from service and wishing to return may come back within 6 months and be subject to probation period determined by the officers. Full membership will be with approval of the department members.



Polk City Fire Department Department Policy

117a

#117 – Participation Requirements

Date Issued: 7/13/2005

Date Last Revised: 8/08/2022

Purpose: The purpose of this policy to outline the minimum participation requirements. It is the intention of this policy to ensure the department always maintains a roster that allows for adequate personnel response.

Definition:

EMR = Emergency Medical Responder (Formally First Responder)

EMT = Emergency Medical Technician (Formally EMT-B)

FF I = State of Iowa Fire Fighter I

Policy:

Training

1. All active members of the department are required to attend 75% of meetings and training classes per quarter.
2. Certain outside training may be counted towards your 75% training requirement, however training at PCFD must include a minimum of two classes or meetings per quarter.
 - a. An example of this would be someone who works full time at another Fire and/or EMS service. They could attend one night each month in Polk City and use the training obtained at the other department towards the 75% requirement.
3. An email should be sent to the training officer if a member is unable to attend a meeting or training.
4. Meetings and trainings during a leave of absence shall be excused absences.
5. Members must be present for the entire duration of EMS training classes for CEH credit.
6. Members must be present for $\frac{3}{4}$ of the meeting and training time for attendance/pay credit.

Certification Requirements:

Fire & EMS members:

- Must have minimum FF I certification, Hazmat Operations certification, meet NIMS (National Incident Management System) compliance requirements within first year of membership, and have minimum EMR or EMT certification within the first eighteen months of membership. Certifications must be maintained while an active member of the department.



Polk City Fire Department Department Policy

120a

#120 – Special Event Coverage

Date Issued: 11/28/2008

Date Last Revised 08/09/2022

Purpose: The purpose of this policy is to define a fee schedule and payment for special event coverage.

Definitions:

Department Sponsored Special Event – These are special events in which the department has elected to sponsor. There is no charge to the event organizer for coverage of these events. Each event will be considered by the Fire Chief and determination made for departmental sponsorship.

Outside Sponsored Special Event – These are special events being sponsored by an outside company, organization, or other agency. An hourly rate applies to event that fall under this category. Examples would include events that charge an entry fee, concerts, sporting events, or other events sponsored by private entities.

Policy:

The Fire Chief will determine what resources are needed to properly cover the special event in a manner to keep all participants safe. A written letter (included in this policy) to the event organizer will outline the resources needed and an estimated cost based on the estimated number of coverage hours needed. Once parties agree on the resource and estimated cost, both parties shall sign the letter. The estimated cost included in the letter is due at the start of the special event or before. Any additional charges will be invoiced to the event organizer and are due within 15 days on invoice receipt.

Fee Schedule:

- Ambulance Stand-by - \$75 per hour
- Additional Staff - \$23.22 per hour
- Command Staff - \$30 per hour
- Engine Company - \$100 per hour
- Water Rescue - \$100 per hour
- Special Operations (ice/water or tech rescue) - \$284.76 per hour
- Gator & Staff - \$50 per hour



Polk City Fire Department Department Policy

120b

#120 – Special Event Coverage

Date Issued: 11/28/2008

Date Last Revised 08/09/2022

Special Event Name: _____

Event Date(s): _____

Event Time(s): _____

Estimated Event Census: _____

Resources Needed:

Resource

Estimated Cost

Total Estimated Cost (Due at or before start of event):

\$

Fire Department: _____

Event Organizer: _____



Polk City Fire Department Department Policy

125a

#125 – Organizational Chart/Chain of Command

Date Issued: 1/16/2017

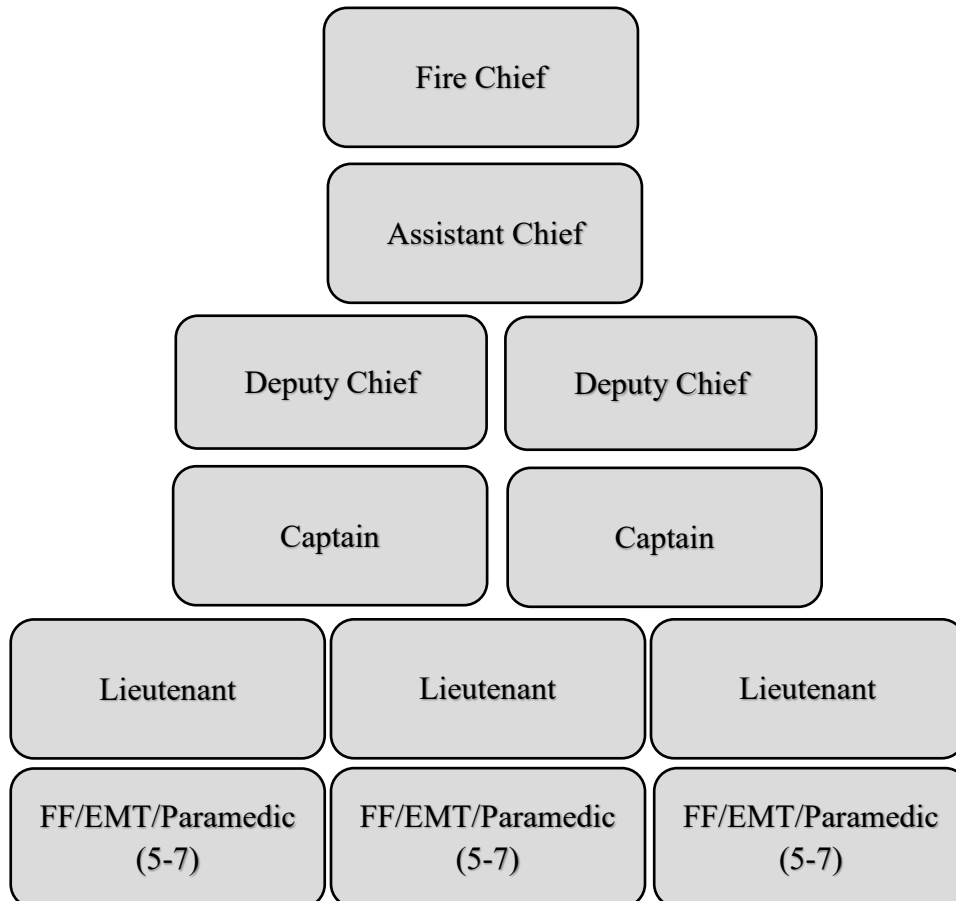
Date Last Revised: 8/8/2022

Purpose: The purpose of this policy is to clearly define the organization structure, chain of command, and rank within the department.

Guidelines: During shift operations, shift personnel are expected to use the Shift Duty Officer as their point of contact in the chain of command.

Outside of shift operations, the chain of command begins with the immediate supervisor (Lieutenant) and progresses upward to the Fire Chief. All Fire Department personnel shall use the chain of command when giving or asking for information or privileges. The reverse procedure shall be used by superiors to convey information to subordinates.

The Polk City Fire Department maintains an open door policy. It is expected that all personnel attempt to deal with issues directly prior to exercising the privilege of an open door policy.





Polk City Fire Department Department Policy

127a

#127 – Safety - High Visibility Vests

Date Issued: 11/24/08

Date Last Revised 8/8/2022

Purpose: The purpose of this Policy is to describe the required personal protective apparel to be worn by the Polk City Fire Department members when working at an incident that places the member in or near moving traffic. Incidents such as vehicle collisions/injury crashes, extrications, fluid spills, dangerous conditions, and vehicle fires are typical situations where this policy is applicable.

Background: Conforming to this policy places the member in compliance with Federal law 23 CFR Part 634 and applicable provisions of the Federal Highway Administration's Manual on Uniform Traffic Devices (MUTCD).

Procedure: Personnel within the right-of-way of a roadway shall wear high visibility vests or incident command system vests. Specifically, when the nature of the incident requires the member to work in or near moving traffic, the following personal protective apparel shall be worn. This includes parking lots, ditches, roadways, and private property adjacent to ditches.

- Structural turnout gear is encouraged and preferred when operating near moving traffic, however approved EMS attire is allowed.
- ANSI 107-compliant Class II vest, Class III Highway Safety garment, or ANSI 207 Public Safety vest



Polk City Fire Department Department Policy

129

#129 – Official Insignia Usage

Date Issued: 3/27/2009

Date Last Revised: 8/8/2022

Purpose:

To establish a policy for proper usage of official Polk City Fire Department insignias.

Policy:

This policy outlines the items of concern, proper usage and approval for usage. Official department insignia in any form is property of the Polk City Fire Department.

Official Insignia:

1. PCFD Patch (logo)

Proper Usage

1. Polk City Fire Department insignias shall not be displayed, produced, transferred, modified, posted, customized, etc. without the proper consent of the Fire Chief.
2. All PCFD Insignias shall be purchased through the Fire Department from approved vendors.
3. No individual may have an item produced displaying official insignia without prior consent of the Fire Chief.
4. Please remember when displaying PCFD insignias that actions (positive or negative) could be viewed as a reflection on the entire department.

Approval for Usage

1. The Fire Chief has final approval on any item of concern regarding a Polk City Fire Department insignia.
2. Insignia is the property of the Polk City Fire Department and the Fire Chief has the ability to confiscate any insignia being used inappropriately or without prior approval.



Polk City Fire Department

Department Policy

134a

#134 – Fire Fighter/EMT Job Description

Date Issued: 04/22/2005

Date Last Revised: 08/08/2022

Position: Fire Fighter/EMT

Reports To: Lieutenant, Captain, Deputy Chief, Assistant Chief, Fire Chief

Function:

Responds to emergencies and performs fire suppression activities, rescue, damage control and property preservation. Provides pre-hospital care to patients. Performs with limited supervision through Department Standard Operating Guidelines and established protocols and directives. Maintains a state of readiness of facilities and equipment by scheduled inspections, cleaning, testing and maintenance. Promotes health and safety of the department and community through education. Performs related work as required.

Equipment:

Emergency response vehicles, fire apparatus, medical equipment as authorized, fire suppression and rescue equipment and tools as authorized, photographic equipment, computers, office equipment, and communication equipment.

Duties & Responsibilities:

1. Responds to fire and rescue calls and performs patient care, fire suppression, rescue, and ventilation in compliance with the department's SOG's and directives on a scheduled and unscheduled basis.
2. Provides emergency medical care to patients under current protocols as authorized by the department Medical Director up to the individual level of certification.
3. Assesses and coordinates the resources and personnel to facilitate safety and quality care for all patients.
4. Safely operates ambulances and first response units within the guidelines set forth by the department.
5. Promotes departmental policies, procedures, objectives, safety, infection control and quality assurance programs.
6. Follows written Standard Operating Guidelines and verbal directives as applicable to emergency medical services for the department.
7. Participates in a quality assurance program through critiques and debriefings.
8. Initiates and assists in developing and implementing improvements identified by a quality assurance program.
9. Achieves Continuous Quality Improvement benchmarks as established by the Medical Director.
10. Performs scheduled inspections and minor maintenance of equipment and facilities.
11. Cleans and/or decontaminates apparatus and equipment as outlined in the departments Exposure Control Plan and applicable Standard Operating Guidelines.
12. Interacts effectively, professionally, and tactfully with the general public and all participating agencies; dispatch, law enforcement.
13. Conducts educational and public relations activities in health and fire safety.
14. Performs other duties as assigned.

Entry Requirements & Skills:

1. High school diploma, equivalent, or over 18 years of age AND enrolled in High School.
2. Ability to understand and carry out written and verbal instructions.



Polk City Fire Department Department Policy

134b

#134 – Fire Fighter/EMT Job Description

Date Issued: 04/22/2005

Date Last Revised: 08/08/2022

3. Ability to establish and maintain an effective working relationship with co-workers and function as a team member.
4. Must be able to perform functions as detailed in the Firefighting and EMS General Description of Duties document.

Required Special Qualifications for non-certified members:

1. Shall possess, and maintain, a valid driver's license as issued by the State of Iowa.
2. Shall possess and maintain a Hazardous Materials-Operations Level certification within six months of hire.
3. Shall possess and maintain an Iowa Fire Fighter I certification within six months of hire.
4. Shall be enrolled in a State of Iowa Emergency Medical Technician—Basic class or First Responder class within twelve months of hire.

Required Special Qualifications for certified members:

1. Shall possess, and maintain valid certification required by the State of Iowa through continuing education.

Working Conditions:

Facility and Work Area:

The Polk City Fire Department or mutual aid response districts and the Polk City Fire Department station.



Polk City Fire Department Department Policy

135a

#135 – Engineer Job Description

Date Issued: 02/11/2008

Date Last Revised: 08/08/2022

Position: Engineer

Reports To: Lieutenant, Captain, Deputy Chief, Assistant Chief, Fire Chief

Function:

Responds to emergencies and performs fire suppression activities, rescue, damage control and property preservation. Performs with limited supervision through department Standard Operating Guidelines and established protocols and directives. Maintains a state of readiness of facilities and equipment by scheduled inspections, cleaning, testing and maintenance. Promotes health and safety of the department and community through education. Performs related work as required.

Equipment:

Emergency response vehicles, fire apparatus, medical equipment as authorized, fire suppression and rescue equipment and tools as authorized, photographic equipment, computers, office equipment, and communication equipment.

Duties & Responsibilities:

1. Responds to fire and rescue calls and performs suppression, rescue and ventilation in compliance with the department's SOG's and directives on a scheduled and unscheduled basis.
2. Safely operates ambulances and first response units within the guidelines set forth by the department.
3. Promotes departmental policies, procedures, objectives and safety.
4. Performs scheduled inspections and minor maintenance of equipment and facilities.
5. Cleans apparatus and equipment as outlined in the departments Standard Operating Guidelines.
6. Interacts effectively, professionally, and tactfully with the general public and all participating agencies; dispatch, law enforcement.
7. Conducts educational and public relations activities in health and fire safety.
8. Drives fire department apparatus; deliver personnel safely, to and from emergency and non-emergency incidents.
9. Safely and correctly operate fire apparatus at an incident in accordance with the fire departments SOP for apparatus operations.
10. Operates fire pumps, conducts hydraulic calculations, maintains proper pressures, calculates friction loss in hose lines, calculates required foam applications, maintains proper engine rpms, and connects hose lines.
11. Operates generators, hydraulic rescue equipment and lighting.

Entry Requirements & Skills:

1. High school diploma, equivalent, or over 18 years of age AND enrolled in High School.
2. Ability to understand and carry out written and verbal instructions.



Polk City Fire Department Department Policy

135b

#135 – Engineer Job Description

Date Issued: 02/11/2008

Date Last Revised: 08/08/2022

3. Ability to establish and maintain an effective working relationship with co-workers and function as a team member.
4. Two years as a member with the Polk City Fire Department or two years experience from another fire department.

Required Special Qualifications:

1. Shall possess, and maintain, a valid driver's license as issued by the State of Iowa.
2. Shall become qualified on all apparatus by completing the departments engineer clearance program.
3. Shall possess and maintain a Hazardous Materials-Operations certification.
4. Shall possess and maintain an Iowa Fire Fighter I certification.
5. Shall possess and maintain an Iowa Driver/Operator-Pumper certification.

Working Conditions:

Facility and Work Area:

The Polk City Fire Department or mutual aid response districts and the Polk City Fire Department station.



Polk City Fire Department Department Policy

143a

#143 – Pharmaceuticals

Date Issued: 04/15/2005

Date Last Revised: 3/22/2021

Purpose:

This procedure and the department's pharmacy agreement shall establish procedures for the storage, ordering, administration and documentation of patient care medications. The department's pharmacy program is medical director based and all procedures shall be established, reviewed, and revised by the service medical director.

General Criteria:

- 1) Personnel shall complete the tasks described in this procedure.
- 2) The EMS Service Director shall be the Deputy Chief of Emergency Medical Services (EMS).
- 3) Medications will be stored and controlled as outlined in this procedure and in accordance with applicable Iowa code and administrative rules.
- 4) The medical director for the department shall manage and control the pharmacy program for the department. This shall include the review of internal pharmacy records to assure compliance.
- 5) The medical director shall form and supervise a **Pharmacy Team** to manage this program. The team shall consist of a minimum of 3 people and shall report to the Fire Chief and the Medical Director.
- 6) Pharmacy error or omission forms shall be utilized to document errors and omissions as outlined in this policy.

ORDERING / RECEIVING MEDICATIONS

- 1) Inventory will dictate the need to order medications from the designated pharmacy.
- 2) Pharmacy team members shall identify medications that need to be ordered after reviewing inventory control software.
- 3) Medications shall be ordered from designated supply pharmacies.
- 4) The Medical Director shall provide a completed DEA222 form for applicable medications. Completed DEA222 forms shall be maintained on file indefinitely in a locked filing system.
- 5) Medications that are received into inventory:
 - a) A pharmacy team member (other than that who made the order) shall receive the medications and process them as follows:
 - i) Assure the order is correct.
 - ii) Enter medications into the vending machine software
 - iii) Stock the medications into the locked supply cabinet or vending machine as appropriate



Polk City Fire Department

Department Policy

143b

#143 – Pharmaceuticals

Date Issued: 04/15/2005

Date Last Revised: 3/22/2021

DOCUMENTATION OF MEDICATION ADMINISTRATION/DISPOSITION:

- 1) Prior to administration check expiration date on medication.
- 2) Medication shall not be administered if it is expired, cloudy, discolored, or if the seal is broken.
- 3) The patient care report (PCR) will reflect the following information for each medication administered:
 - a) Narrative: time, name of medication administered, and the name of the EMT or paramedic who administered it.
 - b) Medication section: time, dose, medication name and route will be documented for each medication administered.
 - c) Disposition of the remaining contents of Ativan, Fentanyl, Succinylcholine, Valium, Versed, Ketamine or similar classification of medication:
 - i) Wasted in the presence of a department staff member.
 - ii) Medications drawn up but not administered shall be documented in the patient care report indicating “0” amount administered.

MEDICATION RESTOCKING

- 1) Medications shall be restocked to ambulances from the pharmacy vending machine.
 - a) Personnel shall be required to access the machine utilizing a:
 - i) Assigned access card
 - ii) PIN code
 - b) Paramedic qualified personnel shall have the ability to dispense all medications and equipment from the pharmacy vending machine EMT level personnel shall be restricted as appropriate by protocol and scope of practice.
 - c) Restocking medications administered to a patient shall require the EMT or paramedic to enter the PCR Number and apparatus number to dispense the medication.
 - d) Restocking an expired medication shall require the EMT or paramedic to enter the year and code number “9-9-9-9” (i.e.: 14-9999) and apparatus number when dispensing the medication.
 - e) Specific controlled substances shall require a second employee (EMT or paramedic) to scan their access code and enter their PIN prior to medications being dispensed.
 - f) Once medications for restock have been dispensed, the EMT or paramedic shall secure them in the ambulance.



Polk City Fire Department

Department Policy

143c

#143 – Pharmaceuticals

Date Issued: 04/15/2005

Date Last Revised: 3/22/2021

2) Ambulance:

- a. Medication box shall be stored in a locked cabinet that is secured by an electronic lock that requires an addressable key card to access the storage cabinet. A numbered seal system shall control access to the medication box.
- b. Numbered seal logs shall be maintained in each apparatus and monitored by the pharmacy team. Logs with document serial tag numbers, medications used, and employee updating the log.

2) Temperature monitoring and extreme temperatures

- a. Iowa Administrative Code 657, Chapter 11 defines “Extreme Temperature” as *“Greater than 40 degrees Celsius (104 degrees Fahrenheit) or -10 degrees Celsius (13 degrees Fahrenheit).”*
- b. Thermometers shall be utilized to monitor the temperature in the medication box compartment of the ambulance.
- c. During hot and humid weather, the duty crew shall monitor thermometers and compartment temperature readings.
 - i. If temperature in the medication box compartment exceeds 102 degrees Fahrenheit, the medication box shall be removed from the ambulance and placed in a lockable temperature controlled environment until the temperature drops below 102 degrees.
- d. If medications are exposed to extreme temperatures for more than two (2) hours, the Medications shall be properly disposed of and not administered to a patient.

3) Medication specific instruction:

- a. Ativan: When removed from refrigeration, a 60 day expiration date shall be noted on the sticker found on the vial.
- b. Succinylcholine: When removed from refrigeration, a 90 day expiration date shall be noted on the sticker found on the vial.
- c. The paramedic shall verify the manufactures and departments expiration date.
- d. When completing weekly full check of the ambulance, these medications shall be removed and restocked if they will expire before the next scheduled full check.
- e. IV fluids: Shall be stored at room temperature at all times (we do not use warmed IV fluids).

EXPIRED MEDICATIONS:

1) Expired medications shall be immediately removed from service.

2) Expiration dates:

- a) If the date is a complete date (i.e.: 2/1/2014) the medication cannot be used after that date.
- b) If the date is a month and year (i.e.: 2/2014) the medication can be utilized until the last day of that month.



Polk City Fire Department

Department Policy

143d

#143 – Pharmaceuticals

Date Issued: 04/15/2005

Date Last Revised: 3/22/2021

- 3) Expired medications shall be placed in the “parrot door” located on the front of the pharmacy vending machine.
- 4) Pharmacy team members shall document the expired medications on the expired medication form and secure them in the expired medication lock box within the pharmacy vending machine.
- 5) Expired medications will be disposed of on an “as needed” basis by returning them to Mercy North Pharmacy.
 - a) The pharmacy team member shall assure the expired medication form is completed.
 - b) The pharmacy representative shall verify the medications being returned are expired and the sheet matches the amount of medications being returned.
 - c) Both the team member and pharmacy representative shall sign the sheet.
 - d) The completed sheet shall be kept on file in a locked pharmacy cabinet for no less than 2 years.

PHARMACY CONTROL MEASURES:

- 1) The pharmacy team shall be designated to monitor and complete the control measures.

Medication Box: A “*Numbered Seal Log*” will be maintained in each apparatus. The Paramedic will document the number of the tag removed and replaced and identify the reason the tag was changed.

Numbered seal log shall be replaced on the first of the month and turned into the pharmacy team.

- 2) Security.
 - a) Addressable key cards shall be issued to personnel. The key card shall code appropriate access for dispensing medications and equipment from the pharmacy vending machine. An electronic record shall be maintained by the department.
 - b) Electronic locks requiring an addressable, electronic key to gain access shall be utilized to secure all medication storage cabinets in the ambulance.
 - c) An extra key shall be kept in the ambulance for emergency use only.
 - This key shall be secured by a numbered tag. A numbered tag log sheet shall be kept in the unit binder.
 - The member utilizing the unit key shall update the tag log sheet and document on Incident Report form date time and reason for use of this key.
 - This key will only access the unit’s medication cabinet lock.
 - i) The electronic locks shall be downloaded on a random basis to monitor access history.
 - ii) Any discrepancy shall be documented and reported to the Medical Director and the Fire Chief.



Polk City Fire Department

Department Policy

143e

#143 – Pharmaceuticals

Date Issued: 04/15/2005

Date Last Revised: 3/22/2021

- 3) Inventory control measures:
 - a) Vending machine software shall maintain the inventory of medications in the supply cabinet and machine. This software shall be monitored and inventory managed by the pharmacy team.
 - b) Ambulance:
 - i) Each ambulance shall have a full inspection on a weekly basis.
 - ii) Full inspection shall be completed by day crew personnel on assigned days.
 - iii) Numbered seals will be inspected and a complete inventory of the medication box will be completed by the paramedic.
 - iv) If a seal tag is broken, a new numbered seal will be placed once the inventory has been completed and recorded in the unit's binder.
 - c) Daily ambulance check shall be completed that will document the numbered seal on the medication box. This number shall be compared to the unit numbered seal log to verify it is correct.
 - d) Monthly inventory and outdate check:
 - i) All expiration dates of medications in response units shall be checked and documented on a scheduled, monthly basis.
 - ii) Medications expiring within the next 30 days will be identified and replaced.
 - iii) Complete pharmacy inventory, including the vending machine, shall be conducted the first full week of each month by the pharmacy team.
- 4) Medication control sheets will be reviewed by pharmacy team members to assure they have been completed appropriately.
- 5) Completed pharmacy forms will be forwarded to the officer assigned to the pharmacy team. All completed forms shall be maintained on file in a locked pharmacy filing system for review by the medical director.

DISCREPANCIES

- 1) Any time a discrepancy in pharmacy records is noted, the Captain of EMS, Deputy Chief of EMS and Fire Chief shall be notified immediately. Examples of a discrepancy includes but is not limited to:
 - a) Incorrect numbered seal
 - b) Broken seals
 - c) Inaccurate documentation on pharmacy record
 - d) Missing medications
 - e) Improperly or incorrectly vended medications



Polk City Fire Department Department Policy

143f

#143 – Pharmaceuticals

Date Issued: 04/15/2005

Date Last Revised: 3/22/2021

- 3) If the discrepancy involves an incorrect seal number, broken or missing seal, the box shall be inventoried and contents shall be verified.
- 4) The pharmacy team or Deputy Chief shall complete a written report and initiate a review of the discrepancy. Once complete, the completed forms shall be submitted to the Fire Chief and the Medical Director for review and follow-up.

REPORT OF LOSS OR THEFT OF CONTROLLED SUBSTANCE:

- 1) Upon suspicion of any loss or theft of a controlled substance, the Fire Chief (or designee) and the medical director shall be notified immediately.
- 2) The Medical Director or Fire Chief or designee shall notify the DEA, Iowa Bureau of Emergency and Trauma Services and the Polk City Police Department.
- 3) The Medical Director or Fire Chief shall report in writing to the Iowa Pharmacy Board on forms provided by the board or as directed by the board, any theft or significant loss of any controlled substance. The report shall be submitted to the board office within two weeks of the discovery of the theft or loss. A copy of the report shall be maintained at the primary program site and the Designated Pharmacy.

TRAINING

EMT's and Paramedics will receive appropriate training in this procedure, pharmacy agreement, and the medications carried by this department as identified below:

- 1) Initial orientation to the department.
- 2) Annual protocol in-service.
- 3) When new medications are added to the system.



Polk City Fire Department Department Policy

146a

#146 – Medical Evaluation Program

Date Issued: 06/08/2005

Date Last Revised: 08/08/2022

PURPOSE: To detail the procedures, controls, and documentation necessary for administration of the Department's medical evaluation program and to identify if potential firefighters or existing members of the Department have a medical condition that would limit their functions on an emergency scene.

PROGRAM DESIGN: Baseline and periodic medical evaluations are specifically designed to evaluate the member's ability to perform the essential firefighting, emergency medical service and other emergency response job functions, as identified in the applicable job descriptions. Recommendations for specific medical assessment tools and diagnostic tests according to patient age, sex, and risk status are based upon American Medical Association guidelines and NFPA 1582, Standard for medical requirements for firefighters with exceptions as noted in this guideline.

REQUIREMENT: All members will be required to fully participate in the Department's medical evaluation program as described in this procedure. The Department will require all members to be declared medically eligible to perform the essential job functions. Any member not complying with program requirements will be placed on medical leave until they are in full compliance with this program.

POST OFFER MEDICAL EVALUATION

As part of the Department's established hiring practice, a post-offer medical evaluation is required of any candidate who has been made a conditional offer of membership. This medical evaluation also serves to establish a baseline of medical data. The offer of membership is extended once the certified Physician (hereafter referred to as Physician) certifies the candidate as able to perform the essential job functions.

INITIAL MEDICAL SCREENING

The Department will administer an initial medical screening for established firefighters for whom a baseline has not been established or is considered to be outdated. This initial medical screening is based on NFPA 1582, procedures from other states, and procedures currently being used by cities in Iowa. Based on this initial screening, the Physician will review the results and prioritize individuals for follow-up medical evaluations based on risk factors identified. All established firefighters will have a medical evaluation in order to establish an acceptable baseline.



Polk City Fire Department Department Policy

146b

#146 – Medical Evaluation Program

Date Issued: 06/08/2005

Date Last Revised: 08/08/2022

MEDICAL EXAMINATION

Prior to the medical examination, the firefighter will fill out a medical history/respirator questionnaire. The Physician will review the questionnaires and determine if additional examinations and testing are necessary. The medical evaluation shall include a medical examination according to the following schedule:

- Ages 29 and under – Every 4 years
- Ages 30 to 39 – Every 3 years
- Ages 40 to 49 – Every 2 years
- Ages 50 and above – Every year

This schedule may be accelerated for specific individuals at the discretion of the physician based on any risk factors identified during previous medical evaluations or exams or based on information obtained in the questionnaires.

The baseline and periodic medical examination will include the following components:

- Medical history/respiratory questionnaire including occupational history and history of exposure
- Physical examination by a Board Certified Physician
- Blood analysis, urinalysis, vision tests, audiogram
- Pulmonary function testing (spirometry)
- Any other testing deemed necessary by the Physician

CLEARANCE/CERTIFICATION FOR DUTY

Based on the medical history questionnaire or a complete medical evaluation, the Physician will provide written documentation that indicates that the individual member is/or is not medically cleared to perform the essential job functions with/without physical restrictions.

The written notification will be forwarded directly to the Fire Chief.

This clearance for duty will be kept in the individual's personnel file. In the event that the Physician does not certify a member for duty, a phone call will be immediately placed to the Fire Chief.



Polk City Fire Department Department Policy

146c

#146 – Medical Evaluation Program

Date Issued: 06/08/2005

Date Last Revised: 08/08/2022

MEDICAL EXAMINATION PROVIDER:

The provider for medical evaluations and examinations will be designated by the City of Polk City. The current provider for the medical evaluation program is:

Medix Occupational Health Services
1824 SW White Birch Circle
Ankeny, Iowa 50023
515-964-9003

MEDICAL EXAMINATION PROCEDURE

Based on the established interval and anniversary date, the member will be advised of the need to schedule a medical evaluation and be provided any forms that need to be filled out prior to the visit.

The medical provider will conduct the medical examination. Any potential life threatening conditions discovered during an examination will be immediately reported to the member.

During the examination process, if the physician believes further testing is warranted to determine fit for duty status, a representative from the clinic will contact the Fire Chief for verification.

Beyond the approved medical evaluation the member is responsible for the cost of additional testing or procedures. Members will not be allowed to work until cleared by the Physician and Fire Chief.

MEDICAL RECORDS:

All medical records will be maintained in a secure location by the Fire Chief. Copies of all reports will be made available to the individual member upon request at no charge.

The medical provider will provide a written notice of “fit for duty” to the Fire Chief. If a member does not meet the fit for duty status, a written notice specifically identifying the reason why they do not meet fit for duty status will be provided to Fire Chief. The Fire Chief will then provide written notice to the member.



Polk City Fire Department Department Policy

146d

#146 – Medical Evaluation Program

Date Issued: 06/08/2005

Date Last Revised: 08/08/2022

OUTSIDE DEPARTMENT MEDICAL RECORDS:

A member may submit current medical records to the Fire Chief or Physician for review. Based on this review, the Fire Chief or Physician MAY certify the member for duty without performing an actual medical examination. The individual member needs to initiate this process.

CONFIDENTIALITY:

The medical evaluation program is considered to be a confidential process with any discussions of medical issues to be limited to the individual member, the Physician, and the Fire Chief or his designee.

MEDICAL LEAVE OF ABSENCE:

Medical leave of absence is a membership status that is usually initiated by a recommendation from the Physician to the Fire Chief. An individual may also request to be put on medical leave of absence.

All members shall be responsible to immediately notify the Chief of any medical condition that could affect their ability to safely perform their duties. Individuals with such conditions shall be placed on a medical leave until becoming cleared for duty by a physician.

In the event that a member is not cleared for duty by the Physician, the member will be placed on medical leave until such medical clearance is obtained. This change in status will be properly documented. The Physician's **Medical Evaluation Form** will be attached.

Medical leave is considered to be a temporary status during which additional tests or prescribed treatment(s) may be taking place. While on medical leave, a member shall not participate in duty shifts or respond to calls; however, may participate in classroom only department drills or other similar meetings. Medical leave shall remain in effect until the member is medically/physically able to return to full duty and perform all the essential functions of the position or a period of one year whichever comes first.

After the one-year period, if the member is unable to return to full duty, the firefighter or EMT shall not continue to be paid to attend any training session nor will the Fire Department be obligated to reinstate him/her to their current rank or position.



Polk City Fire Department Department Policy

146e

#146 – Medical Evaluation Program

Date Issued: 06/08/2005

Date Last Revised: 08/08/2022

Once the Physician provides a full clearance for duty, documentation with the **Medical Evaluation Form** should be submitted to the Fire Chief. Medical leave of absence is terminated when the Physician provides a clearance for work.

If the member has more than one job function with the Department (e.g. firefighter and EMT) the member will be medically evaluated as to their ability to perform separate job functions. The member may be on medical leave from one job function while performing another job function.

If for any reason an individual requests a medical leave of absence, a letter should be written to the Fire Chief requesting such action. Documentation would be submitted to initiate and conclude the medical leave of absence.

A member who fails to participate fully in the Department's medical evaluation program is subject to disciplinary action, leading up to and including termination.

RESTRICTED DUTY: In the event that the Physician clears a member for duty with one or more physical restrictions, the member will meet with the Fire Chief to discuss any alternatives that may be available.

LIGHT DUTY: Light duty status will be determined by the Physician and will allow the individual to participate in training drills only.



Polk City Fire Department Department Policy

149

#149 – Press Releases

Date Issued: 12/12/2005

Date Last Revised 08/08/2022

Purpose and Scope:

This guideline provides direction concerning the release of information by a Public Information Officer, who may act as the department's spokesperson in the absence of the Fire Chief. This guideline applies to all members of the department.

Guideline:

Information regarding activities of the department will be disseminated to the news media only by the Fire Chief, Incident Commander, or designee (Public Information Officer) through the Fire Chief.

Procedure:

General

- 1) The PIO or Incident Commander may release limited information as the department spokesman regarding fire-rescue scenes in the absence of the Fire Chief.
- 2) Information released is to be limited as follows
 - a) Verifies the location of a call.
 - b) Verifies that call was received and responded to by the department.
 - c) Describes the type and amount of equipment that responded.
 - d) Limited injury information such as “patient sustained injuries and was transported.”
 - e) General patient information limited to sex, race, and age, transported to, by, and patient condition (stable, serious, critical).
 - f) Any information that pertains to specific injuries, property loss, and names of persons involved, or circumstances surrounding a call, should not be discussed with the media. The media should be referred to law enforcement for patient names. Scenes under investigation by the department, i.e., structure fires, can be referred to as “under investigation,” with further press releases coming from the Fire Marshal’s office.
- 3) In no case will a member issue information to the news media unless specifically authorized by the Fire Chief.
- 4) In cases that involve the possible commission of a crime, refer the media to law enforcement for all information.



Polk City Fire Department Department Policy

150a

#150 – Standard Operating Guidelines

Date Issued: 07/13/2005

Date Last Revised: 08/08/2022

Purpose and Scope:

To establish a process to develop, place into force and review Standard Operating Guidelines. This policy applies to all members of the department.

Policy:

A Standard Operating Guideline (SOG) establishes a standard course of action and guidance for members of the fire department. Not all possible situations can be covered by SOGs as such SOGs may need to be modified in response to site-specific conditions. Such modifications shall be under the direction of the officer in charge of the incident.

Procedure:

Needs Assessment

The first step in developing SOGs is a needs assessment. Questions such as: “What is the issue or root cause that is driving the development?”, “What is to be accomplished?”, “How will this affect current department policies and procedures?” etc. are to be considered by the development team.

Items to consider during needs assessment are:

- 1) department mission
- 2) operating environment
- 3) regulatory requirements
- 4) standards of practice
- 5) local needs
- 6) any other item identified by the development team

Implementation

The membership will be informed of the new or modified SOG going into effect at a regular fire department monthly meeting. An electronic copy of the SOG will be uploaded to Aladtec/Fire Manager.

It is each member’s responsibility to know and understand their roles under the SOG.

Key points each member should understand:

- knowledge and skill necessary to implement
- safety & affectivity
- understand consequences to safety and performance for failing to comply

The officers of the department will monitor performance, identify potential problems and provide support in the implementation process of the SOG.



Polk City Fire Department Department Policy

150b

#150 – Standard Operating Guidelines

Date Issued: 07/13/2005

Date Last Revised: 08/08/2022

Evaluation

On an on-going basis all SOGs shall be reviewed for overall effectiveness.

Items to review include:

- changes in department operations that occurred as a result of the SOG
- purpose and objectives of the SOG are being accomplished
- membership understanding
- adherence to the SOG, if not – why not

A special evaluation of an SOG shall be taken under the following conditions:

- change in federal, state, or local laws and regulations
- change to NFPA or other standards
- change in equipment
- change in mutual aid or other agreements
- incident that resulted in a bad outcome
- new or special construction in protection district

Enforcement

All members of the department shall follow all active SOGs. Not all possible situations can be covered by SOGs as such SOGs may need to be modified in response to site-specific conditions. Such modifications shall be under the direction of the officer in charge of the incident. Members in violation may be disciplined following the departments discipline policies.



Polk City Fire Department Department Policy

151a

#151 – Dress Code

Date Issued: 03/22/2007

Date Last Revised 08/08/2022

Purpose: To ensure uniformity of dress within the Polk City Fire Department so as to project a professional image of all personnel by requiring them to wear the official uniform in a similar manner. All personnel shall wear the official uniform at all times while on duty as noted in this policy. Only those items issued or approved shall be considered part of the official uniform, and must be worn as indicated.

Policy: All personnel will strictly adhere to the department's uniform dress code as established within this procedure.

Meetings/Trainings:

1. All personnel shall wear the official department uniform t-shirt or polo tucked in at all times while attending meetings and training sponsored by the department.
2. The official department t-shirt or polo shall also be worn tucked in by members attending meetings or training classes held outside of the department.
3. The official department job shirt or sweatshirt may be worn in addition to the t-shirt during cold weather.
4. Navy medic or station pants are encouraged to be worn; however blue jeans, pants, or shorts in good condition and taste are acceptable.
5. Department issued dark blue baseball style hats or department issued stocking hats with the appropriate PCFD logo are acceptable components of the uniform.

Duty Crew/Emergency Responses

1. All personnel shall wear the appropriate attire and PPE for each response.
2. The official department uniform t-shirt or polo shall be worn tucked in at all times while on emergency responses.
3. Navy station pants and belt, navy medic pants and belt, or navy medic shorts and belt are acceptable along with the official t-shirt or polo on EMS responses (medic shorts are an acceptable option only for the months of May, June, July, August, and September).
4. The official department t-shirt shall be worn on all fire responses along with the appropriate turnout gear.
5. The official department EMS coat and or job shirt shall be worn in addition to the t-shirt or polo during cold weather on fire or EMS response.
6. Department issued dark blue baseball style hats or department issued stocking hats with the appropriate PCFD logo are acceptable components of the uniform.
7. Footwear must be closed toe and all black in color.



Polk City Fire Department Department Policy

151b

#151 – Dress Code

Date Issued: 03/22/2007

Date Last Revised: 08/08/2022

Dress Uniforms:

1. The dress uniform will consist of the department issued long sleeve uniform shirt, black tie (male) or crossover tie (female), black dress pants, black belt, black dress shoes or boots, and black socks. The pants, belt, socks, and shoes are furnished by the member.
2. The uniform shirt will be tucked in at all times and a plain white tee shirt shall be worn under the uniform shirt.
3. The uniform shirt will consist of the American flag on the right shoulder, the department patch on the left shoulder, department badge on the left chest, and the name plate above the right front pocket. Years of service pins may be placed on the left pocket top only. Department Officers shirts shall also contain rank insignia on the collar.
4. The officers shall wear white uniform shirts and all other members shirts shall be blue.
5. Name plates shall be issued and contain the members full name.
6. When the uniform shirts need to be cleaned, they will be professionally cleaned by a dry cleaning service at the expense of the department.
7. Black badge bands shall be worn while attending a funeral.
8. Uniform shirts shall only be worn at department sponsored events where dress is indicated unless approved by the Fire Chief.
9. New recruits will be issued a badge and nameplate upon successful completion of the probationary period and being elected to full membership status.
10. No other pins (including tie pins) or patches shall be placed on the shirt other than those listed above.

Other Events:

1. The official uniform shirt or polo (tucked in), navy station pants, navy medic pants, or navy medic shorts shall also be worn at any time when the department is being represented. (medic shorts are an acceptable option only for the months of May, June, July, August, and September).
2. The official uniform shirt (tucked in), navy station pants, navy medic pants, or navy medic shorts shall also be worn when conducting or assisting with any public education class. (medic shorts are an acceptable option only for the months of May, June, July, August, and September).
3. Department issued dark blue baseball style hats or department issued stocking hats with the appropriate PCFD logo are an acceptable components of the uniform.
4. The official department EMS coat and or pullover job shirt shall be worn in addition to the t-shirt during cold weather on fire or EMS response.
5. Footwear must be closed toe and all black in color.
6. Chief Officer attire shall include the official white polo shirt when appropriate.

Personal Grooming:

1. Personnel will pay particular attention to personal cleanliness.
2. Fingernails shall be clean and neatly trimmed
3. Face shall be clean shaven except as defined
4. If hair is longer than shoulder length, it must be pulled back or put into a ponytail.



Polk City Fire Department Department Policy

151b

#151 – Dress Code

Date Issued: 03/22/2007

Date Last Revised: 08/08/2022

5. Hair should be able to be pulled back and away from seal of SCBA mask.
6. Beards, goatees, or any facial hair that interferes with the face piece seal shall be prohibited.
7. Mustaches, if worn, shall be short and neatly trimmed and not interfere with face piece seal.

Miscellaneous:

1. Only Department issued pins, buttons, badges, patches, etc. may be worn. Other pins may only be worn with Chief Officer approval.
2. Any exposed tattoo shall be in good taste and not offensive.
3. All non-serviceable Department issued uniforms are to be turned in to a Chief Officer for a replacement.
4. Purchase or issuing of dress or response uniforms will be by or with approval of a Chief Officer.

General:

1. All items of the official uniform shall be cleaned and maintained in a good state to ensure their acceptability to service.
2. Official, department issued, attire shall only be worn while on duty or when representing the department.
3. No part of the official uniform shall be worn into bars, taverns, beer gardens, or into the bar area of a restaurant unless being worn while operating under official department business.
4. When wearing non-department issued attire containing any suggested affiliation with the PCFD, personnel should be aware at all times of their actions and surroundings. Although attire may not be “official”, it could be taken as such and any action (positive or negative) could be viewed as a reflection on the entire department.
5. Although some items of this policy could be open to individual interpretation, final opinion and decisions shall be the responsibility of the Chief Officer.
6. It is the intent of this policy that each staff member will ultimately be responsible for their own appearance, attire, and the appropriate use of non-department issued attire. Failure to follow this policy will result in the immediate request to correct the issue, followed by subsequent discipline, if necessary.



City of Polk City, Iowa

City Council Agenda Communication

Date: 08/18/2022
To: Mayor & City Council
From: Mike Schulte

Subject: Set pay for Jacob Lundberg, Seasonal Part-Time Position

BACKGROUND: We would like to hire Jacob Lundberg to fill the vacant seasonal part time position in public works. Jacob is enrolled at DMACC in the water environmental technology program. This program trains students in the water and wastewater field. Jacob will be able to use the hours worked for Polk City towards his required work training in the program. I see this as a benefit for both Polk City and Jacob.

ALTERNATIVES: Do not set pay.

FINANCIAL CONSIDERATIONS: \$14 per hour

RECOMMENDATION: I recommend setting the pay for Jacob Lundberg to fill the vacant Seasonal Part-Time Position.

RESOLUTION NO. 2022-99

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY
OF POLK CITY AND NORTH POLK COMMUNITY SCHOOL
DISTRICT FOR THE USE OF THE POLK CITY FIRE DEPARTMENT
PERSONNEL AND EQUIPMENT**

WHEREAS, The North Polk Community School desires to utilize the Polk City Fire Department personnel and equipment for the North Polk home football games and other sports activities; and

WHEREAS, the North Polk Community School District is within the jurisdiction of the Ankeny Fire Department that has been notified by North Polk of this Agreement; and

WHEREAS, the City Council believes it to be in the best interest of the City of Polk City to approve an Agreement setting out the understanding between the City of Polk City and North Polk Community School District; and

WHEREAS, the new agreement is in the form attached hereto as Exhibit "A" and will include five (5) service dates for 2022; August 19, September 2, September 23, October 7, October 21

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Polk City, Iowa, which the Agreement with North Polk Community School District for Fire Department services and personnel, in the form attached hereto as Exhibit "A", is hereby approved; and

FURTHER, BE IT RESOLVED, that the Mayor and City Clerk are hereby authorized to execute said Agreement on behalf of the City of Polk City, Iowa.

DATED this 22 day of August 2022.

Steve Karsjen, Mayor

ATTEST:

Jenny Coffin, City Clerk

AGREEMENT

This Agreement is entered into by and between the North Polk Community School District with administrative offices located in Alleman, Polk County, Iowa (hereafter' North Polk") and the City of Polk City with administrative offices located in Polk City, Polk County, Iowa (hereinafter "Polk City").

WITNESSETH:

WHEREAS, North Polk desires to utilize certain Polk City Fire Department equipment and Polk City Fire Department personnel pursuant to the terms of this Agreement for the North Polk home football games and other sports activities; and

WHEREAS, the North Polk Community School District is within the jurisdiction of the Ankeny Fire Department that has been notified by North Polk of this Agreement.

OW, THEREFORE, in consideration of the mutual promise contained herein, the parties agree as follows:

Section 1. Purpose. The purpose of this Agreement is to provide a means by which the parties hereto may jointly and cooperatively proceed for Polk City to share with North Polk the services of Polk City Fire Department and equipment owned by Polk City at times when they are needed for North Polk home football games and other sports activities as agreed upon.

Section 2. Scheduling. North Polk Schools will identify by written request to the Polk City Council by August 1 of each year the activities requesting the Fire Department and equipment to be in attendance. The Polk City Council will review and by resolution approve the dates the Fire Department will attend.

Section 3. Duration. This Agreement shall become effective upon approval and execution by the parties and shall remain in effect until expiration of its term or until it is terminated as herein provided.

Section 4. Administration. Polk City shall be the employer of said personnel and owner of the equipment furnished by Polk City under this Agreement for purposes of compliance with all federal and state laws relating to employment. As employer, Polk City shall pay the wages and benefits due in accordance with Polk City's personnel policies and contracts. It is agreed that the personnel furnished under this Agreement will at all times be governed by the personnel policies of Polk City.

Section 5. Supervision. Polk City has the authority to hire, train, evaluate, discipline and dismiss the personnel furnished by Polk City under this Agreement. North Polk agrees to accept the equipment in its present condition and configuration and Polk City shall be responsible for the equipment.

Section 6. Joint Meetings. It is agreed that the representatives of the administrations of North Polk and Polk City will meet as needed both before and throughout the contract period to discuss issues related to the usage of the personnel and equipment, including but not limited to scheduling. Both parties agree to cooperate as needed to assure that all required responsibilities are met by them.

Section 7. Reimbursement. North Polk shall make payment to Polk City to reimburse Polk City for the costs associated with furnishing the personnel and equipment pursuant to this Agreement. Such costs shall be determined by Polk City. All payments by North Polk shall be made within thirty days of receipt of an invoice from Polk City. North Polk shall reimburse to Polk City at a rate of \$750.00 per event which covers the first three hours, above and beyond the first three (3) hours will be billed at \$250.00 perhour.

Section 8. Insurance. Polk City shall be responsible for maintaining workers' compensation insurance for the personnel it employs and furnishes under this Agreement in the amounts statutorily required by the State of Iowa.

Polk City shall carry liability insurance for protection from liability arising out of accidents or other occurrences causing injury and/or damage to person or property due to the actions or omissions of the insured under this Agreement. Such insurance coverage shall have limits of not less than \$1,000,000 combined single limit.

North Polk and Polk City shall each carry commercial general liability insurance for protection of each, respectively, from liability arising out of accidents or other occurrence causing injury and/or damage to person or property due to the actions or omissions of the insured under this Agreement. Such insurance coverage shall have limited of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Each party shall add the other party to its insurance policy as an additional insured.

North Polk and Polk City shall each carry Public Officials' Errors & Omissions Liability coverage. Such insurance coverage shall have limits of not less than \$1,000,000 each claim.

All required insurance shall be obtained from issuers of recognized responsibly licensed to do business in the State of Iowa. Each party shall be furnished with a certificate of insurance required under this Agreement upon request. The parties expressly agree and state that the maintenance of any policy of liability insurance pursuant to this Agreement does not waive any of the defenses of governmental immunity that may be available to either or both of the parties under Iowa Code Chapter 670, and such insurance policies will be endorsed accordingly.

Section 9. Indemnification. To the extent permitted by law, each party will indemnify and hold harmless the other party, including such other party's directors, officers, employees, and agents, from and against claims, liabilities, damages, losses, costs, and expenses, including reasonable attorney fees, to the extent arising out the negligence or breach of this Agreement by the indemnifying party in connection with this Agreement. The obligations in this section shall survive termination of this Agreement with respect to injury or damage occurring prior to such termination.

Section 10. Term. The term of this Agreement shall be for the period beginning August 1, 2020 and ending July 31, 2021. This Agreement may be renewed annually, for one year, upon mutual agreement of the parties. Renewal must be agreed upon by the parties in writing no later than May 1 of each year.

Section 11. Termination. The parties may mutually agree to terminate this Agreement at any time. Either party may also terminate this Agreement immediately upon written notice to the other party in the event of a material breach of Agreement by such other party.

Section 12. Compliance with Law. The parties agree to comply with all federal, state and local laws and regulations that are applicable to the performance of this Agreement.

Section 13. Status of the Parties. It is expressly understood and agreed by the parties that nothing contained in this Agreement shall be construed to create a partnership, association, or other affiliation or like relationship between the parties, it being specifically agreed that their relation is and shall remain that of independent parties to a cooperative contractual relationship. In no event shall either party be liable for the debts or obligations of the other party.

Section 14. Entire Agreement. This Agreement supersedes all previous agreements, arrangements and understandings, and constitutes the entire agreement between the parties. No amendments to this Agreement shall be valid unless agreed to in writing by the parties. In case any provision contained in this Agreement shall be declared invalid, illegal or unenforceable, the remaining provisions contained herein shall not in any way be affected or impaired thereby. The headings of this Agreement are inserted for convenience of reference only and in no way describe or limit the scope or intent of this Agreement or any of the provisions hereof.

Section 15. Force Majeure. Notwithstanding anything contained in this Agreement to the contrary, neither party shall be liable to the other for failure to comply with any obligation under this Agreement (nor shall any charges or payments by made in respect thereof) if prevented from doing so by reason of contingencies beyond the reasonable control of the parties.

IN WITNESS WHEREOF, the parties have duly approved and executed this Agreement on this 22nd day of August 2022.

NORTH POLK COMMUNITY SCHOOL DISTRICT

By: President, Board of Directors

By: Mayor, City of Polk City



City of Polk City, Iowa City Council Agenda Communication

Date: August 22, 2022 City Council Meeting
To: Mayor Steve Karsjen & City Council
From: Chelsea Huisman, City Manager

Subject: Setting a public hearing regarding the requested annexation of certain property into the City of Polk City

BACKGROUND: On Monday evening, the City Council will need to set a new public hearing for a proposed voluntary annexation into the City of Polk City. The original public hearing was set for August 22, 2022, however, there were some issues with the legal descriptions, which we have since resolved.

Because these properties are within 2 miles of Ankeny, after the City Council holds the public hearing and approves the annexation, it will need to go to the City Development Board for review. This voluntary annexation will involve several properties:

1. James & Connie Johnson Trust-29.38 acres-**District/Parcel ID 18000095003009**
2. James & Connie Johnson Trust—12.849 acres-**District/Parcel ID 18000095003008**
3. James & Connie Johnson Trust-5.24 acres-**District/Parcel ID 18000095003010**
4. James & Connie Johnson Trust-29.61 acres-**District/Parcel ID 18000856002000**
5. Jean & Jerry Johnson-3.886 acres-**District/Parcel ID 18000095003004**
6. Dina & Joel Johnson-1.43 acres-**District/Parcel ID 18000095003006**

ALTERNATIVES: Do not set the public hearing

FINANCIAL CONSIDERATIONS: There are no financial considerations at this time as the Council is just setting the public hearing.

RECOMMENDATION: It is my recommendation that the Council set the public hearing for the regularly scheduled Council meeting on Monday, September 26, 2022.

RESOLUTION NO. 2022-100

A RESOLUTION SETTING A PUBLIC HEARING ON A PROPOSAL TO ANNEX CERTAIN PROPERTY TO THE CITY OF POLK CITY, IOWA AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH HEARING

WHEREAS, the titleholders of the tracts of land, legally described as follows, have filed Applications for Annexation of said tracts into the City of Polk City:

JAMES V. AND CONNIE L. JOHNSON TRUST

(PROPERTY ID 180/00856-002-000) (29.610 ACRES)

Outlot "Y", Johnson Hall Plat 1, an Official Plat in Polk County, Iowa.

AND

(PROPERTY ID 180/00095-003-009) (29.380 ACRES)

A parcel representing all interest in real property in Polk County, Iowa, lying North of Hwy, 415, more particularly described as: A parcel of land located in the Southeast Quarter (SE ¼) of Section Seven (7), Township Eighty (80) North, Range Twenty-four (24) West of the 5th P.M. described as follows:

A parcel in said Section beginning Thirty-three (33) feet West of the Northeast (NE) corner of the Southeast Quarter (SE ¼) of said Section; thence South 905.94 feet; thence West 424.79 feet; thence Northwesterly 633.09 feet; thence Southwesterly 228.74 feet; thence Northwesterly 31.84 feet; thence Southwesterly 235 feet; thence Northwesterly 195 feet; thence North 65 feet; thence Northeasterly 185 feet; thence North 40 feet; thence West 115 feet; thence Southwesterly 130 feet; thence Northwesterly 265 feet; thence West 330 feet; thence North 49.97 feet; thence West 543.63 feet; thence North 185 feet thence East to the point of beginning, containing 29.380 acres, more or less.

AND

(PROPERTY ID 180/00095-003-008) (12.849 ACRES)

That part of the Southeast Quarter (SE ¼) of Section 7, Township 80, Range 24 West of the Fifth Principal Meridian (5th P.M.) described as follows:

Commencing at the East ¼ corner of said Section 7; thence South 0°00'00" East along said East line of S.E. ¼, 905.94 feet to the point of beginning thence continuing South 0°00'00" East along said East line of the S.E. ¼, 950.81 feet; thence North 90°00'00" West, 33.0 feet; thence North 54°08'35" West, 378.48 feet; thence North 39°16'55" West, 1272.18 feet; thence North 50°43'05" East, 370.26 feet; thence South 39°16'55" East 633.09 feet; thence South 90°00'00" East, 457.79 feet to the point of beginning and containing 15.72 Acres (684,790

s.f.) more or less and subject to 0.72 Acres (31,377 s.f.) more or less for road purposes.

The East line of the S.E. ½ of Section 7 is assumed to bear N 0°00'00" for the purposes of this Description.

EXCEPT a part of the Southeast ¼ of Section 7, Township 80 North, Range 24 West of the 5th P.M., Polk County, Iowa known as Parcel E as shown on a survey filed of record Book 11397 Page 144 in the office of the Polk County Recorder.

61°32'030" west, 270.40 feet; thence north 67°55'04" west, 350.89 feet; thence north 16°23'44" west, 282.64 feet to the point of beginning.

EXCEPT Parcel F as described in Book 12218, page 770 of the Polk County Recorder's Office.

AND

(PROPERTY ID 180/00095-003-010) (ACRES 5.240)

A tract of land situated in the County of Polk, State of Iowa, being the following described parcel located in the SE ¼ of Section 7, Township 80 north, Range 24 west of the 5th Principal Meridian, all bearings being referred to the Iowa Coordinate System, south zone (grid north bears 00°07'06" west of true north).

Commencing at the NW corner of said SE ¼ of Section 7; thence south 63°10'29" east, 621.13 feet to the point of beginning; thence north 88°36'16" east, 330.00 feet; thence south 64°23'44" east, 265.00 feet; thence north 63°36'16" east, 130.00 feet, thence south 78°23'44" east, 115.00; thence south 11°36'26" west, 40.00 feet; thence south 88°36'16" west, 110.00 feet; thence south 49°36'16" west, 75.00 feet; thence south 07°23'44" east, 65.00 feet; thence south 58°23'44" east, 195.00 feet; thence north 81°36'16" east, 235.00 feet; thence south 63°23'44" east, 31.84 feet; thence south 51°09'05" west, 141.52 feet; thence south 38°50'55" east, 68.69 feet; thence south 66°51'19" west, 302.46 feet; thence north 23°11'44" west, 53.11 feet; thence north 78°49'56" west, 30.00 feet; thence south 50°26'56" west, 25.92 feet; thence north 61°32'30" west, 270.40 feet; thence north 67°55'04" west, 350.89 feet; thence north 16°23'44" west, 282.64 feet to the point of beginning.

EXCEPT Parcel F as described in Book 12218, Page 770 of the Polk County Recorder's Office.

JERRY N. AND JEAN M. JOHNSON

(PROPERTY ID 180/00095-003-004) (3.886 ACRES)

PART OF THE SOUTHEAST ¼ OF SECTION 7, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 7:

THENCE N 00°25'59" E, ALONG THE EAST LINE OF THE SOUTHEAST ¼ OF SAID SECTION 7, A DISTANCE OF 1211.30 FEET;
THENCE N 89°34'01" W, A DISTANCE OF 498.74 FEET TO THE POINT OF BEGINNING SAID POINT ALSO BEING ON THE NORTHEASTERLY RIGHT OF WAY LINE OF HIGHWAY #415;
THENCE NORTHWESTERLY, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, 635.91 FEET, ALONG A 1989.86 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, WHOSE CHORD BEARS N 51°42'29" W, A CHORD DISTANCE OF 633.20 FEET;
THENCE N 58°01'33" W, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 280.41 FEET;
THENCE N 61°37'25" W, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 150.17 FEET;
THENCE N 66°56'00" E, A DISTANCE OF 374.49 FEET;
THENCE S 53°19'03" E, A DISTANCE OF 70.00 FEET;
THENCE N 81°40'57" E, A DISTANCE OF 70.00 FEET;
THENCE S 53°19'03" E, A DISTANCE OF 120.00 FEET;
THENCE S 48°40'57" W, A DISTANCE OF 70.00 FEET;
THENCE S 19°19'03" E, A DISTANCE OF 60.00 FEET;
THENCE S 31°06'20" E, A DISTANCE OF 645.57 FEET TO THE POINT OF BEGINNING. CONTAINING 3.8862 ACRES.

JOEL J. AND DINA K. JOHNSON

(PARCEL ID 180/00095-003-006) (1.430 ACRES)

A part of the Southeast Quarter (SE ¼) of Section Seven (7) Township Eighty (80) Range Twenty-four (24) West of the 5th P.M., Polk County, Iowa known as Parcel F as shown on a survey filed of record at Book 12218 Page 770 in the Office of the Polk County Recorder.

In addition, the following public lands are included in the annexation:

STATE OF IOWA

POLK COUNTY DISTRICT/PARCEL NUMBER 180/00095-001-011
BEG 648.3F NW OF SE COR THN W 569.2F NW 1049.5F NE 85F SE ALG CURVE 1204.2F TO POB SE 1/4 SEC 7-80-24: 10.530 ACRES

POLK COUNTY

POLK COUNTY DISTRICT/PARCEL NUMBER 180/00096-001-000
RIGHT-OF-WAY NW 44TH STREET
BALANCE OF ROADWAY OF NW 44TH STREET IN THE SOUTHEAST ¼ OF SECTION 7, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M. AND

EXCEPT THAT PART LYING SOUTHERLY OF THE CENTERLINE OF NW 44TH STREET

STATE OF IOWA

POLK COUNTY DISTRICT/PARCEL NUMBER 180/00095-001-010

RIGHT-OF-WAY NW POLK CITY DR (HIGHWAY 415)

-EX BEG 648F NW OF SE COR THN W 569.2F NW 1049.5F NE 85F SE ALG CURVE 1204.2F TO POB- BEG SE COR THN W147.19F N141.07F NW 400.85F W 569.8F NW 1049.5F NE 85F NWLY 1419.04F TO W LN N 390F E 543.63F SE 332.64F SWLY 621.29F NE 25.92F E30F SE53.11F SELY 2205.46F S 213.73F TO POB SE ¼ SEC 7-80-24 AND

EXCEPT THAT PART LYING NORTHERLY OF THE CENTERLINE OF NW POLK CITY DR (HIGHWAY 415) AND EASTERLY THE CENTERLINE OF NW 44TH STREET AND

EXCEPT THAT PART LYING SOUTHERLY OF THE CENTERLINE OF NW POLK CITY DR (HIGHWAY 415) AND WEST OF THE WEST LINE OF OUTLOT Y OF JOHNSON/HALL PLAT 1, AN OFFICIAL PLAT, EXTENDED NORTHERLY

POLK COUNTY

POLK COUNTY DISTRICT/PARCEL NUMBER 180/00095-003-002

W 117F E 150F N 236.36F S 1736.36F SEC 7-80-24: 0.635 ACRES

STATE OF IOWA

POLK COUNTY DISTRICT/PARCEL NUMBER 180/00095-005-000

RIGHT-OF-WAY NW POLK CITY DR (HIGHWAY 415)

BEG 789.43F N & 33F W OF SE COR THN NW 83.16F NE 46.4F NW 50F NELY 86.64F S 176.25F TO POB RD EAS SE 1/4 SEC 7-80-24

STATE OF IOWA

POLK COUNTY DISTRICT/PARCEL NUMBER 180/00095-001-003

RIGHT-OF-WAY NW POLK CITY DR (HIGHWAY 415)

-EX E 33F- BEG 213.73F N SE COR THN N 575.7F NW 411.48F SE 873.08F TO POB SE 1/4 SE 1/4 SEC 7-80-24 AND

EXCEPT THAT PART LYING NORTHERLY OF THE CENTERLINE OF NW POLK CITY DR (HIGHWAY 415) AND EASTERLY THE CENTERLINE OF NW 44TH STREET.

UNITED STATES OF AMERICA

POLK COUNTY DISTRICT/PARCEL NUMBER 180/00095-004-000

BEG 1066.16F NW OF SE COR THN NWLY 265.66F SELY 265.83F ALNG CRV TO POB SE 1/4 SEC 7-80-24

WHEREAS, this Council deems it appropriate that a public hearing be held on such proposed annexation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Polk City, as follows:

1. A public hearing before this Council on the proposed annexation described in this Resolution is hereby set for 6:00 p.m. on the 26th day of September 2022 at the City Council Chambers of Polk City, 112 S 3rd Street, Polk City, Iowa.

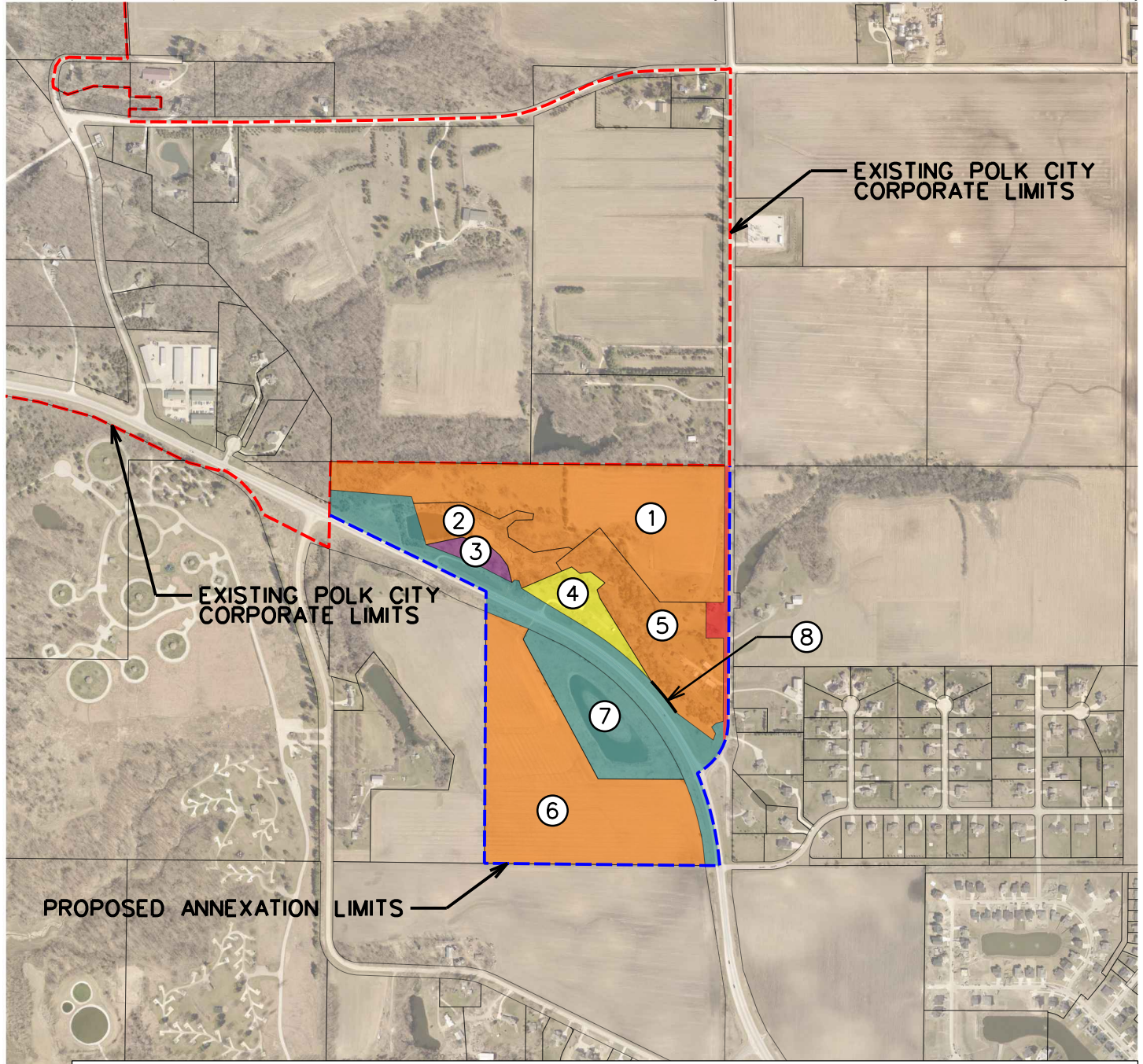
2. The City Clerk is hereby authorized and directed to publish notice of such hearing at the time and in the manner required by law.










Approved this 22nd day of August 2022.

Steve Karsjen, Mayor

ATTEST:

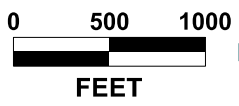
Jenny Coffin, City Clerk



	UNITED STATES OF AMERICA ANNEXATION (PARCEL 8)		PARCEL NUMBER
	STATE OF IOWA ANNEXATION (PARCEL 7 & RIGHT OF WAY)		JAMES V. AND CONNIE L. JOHNSON TRUST VOLUNTARY ANNEXATION (PARCELS 1, 2, 5, AND 6)
	POLK COUNTY RIGHT OF WAY		DINA K. AND JOEL J. JOHNSON VOLUNTARY ANNEXATION (PARCEL 3)
	EXISTING POLK CITY CORPORATE LIMITS		JEAN M. AND JERRY N. JOHNSON VOLUNTARY ANNEXATION (PARCEL 4)
	PROPOSED ANNEXATION LIMITS		



SNYDER
& ASSOCIATES



2022 Voluntary Annexation

NOTICE OF PUBLIC HEARING ON ANNEXATION

TO: ALL CITIZENS AND RESIDENTS OF THE CITY OF POLK CITY, IOWA, AND TO ALL OTHER PERSONS WHO MAY BE ENTITLED TO NOTICE OF A PUBLIC HEARING ON A PROPOSAL TO ANNEX CERTAIN PROPERTY TO THE CITY OF POLK CITY

YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the titleholders of the tracts of land, legally described as follows, have filed Application for Annexation of said tracts into the City of Polk City:

JAMES V. AND CONNIE L. JOHNSON TRUST

(PROPERTY ID 180/00856-002-000) (29.610 ACRES)

Outlot "Y", Johnson Hall Plat 1, an Official Plat in Polk County, Iowa.

AND

(PROPERTY ID 180/00095-003-009) (29.380 ACRES)

A parcel representing all interest in real property in Polk County, Iowa, lying North of Hwy, 415, more particularly described as: A parcel of land located in the Southeast Quarter (SE ¼) of Section Seven (7), Township Eighty (80) North, Range Twenty-four (24) West of the 5th P.M. described as follows:

A parcel in said Section beginning Thirty-three (33) feet West of the Northeast (NE) corner of the Southeast Quarter (SE ¼) of said Section; thence South 905.94 feet; thence West 424.79 feet; thence Northwesterly 633.09 feet; thence Southwesterly 228.74 feet; thence Northwesterly 31.84 feet; thence Southwesterly 235 feet; thence Northwesterly 195 feet; thence North 65 feet; thence Northeasterly 185 feet; thence North 40 feet; thence West 115 feet; thence Southwesterly 130 feet; thence Northwesterly 265 feet; thence West 330 feet; thence North 49.97 feet; thence West 543.63 feet; thence North 185 feet thence East to the point of beginning, containing 29.380 acres, more or less.

AND

(PROPERTY ID 180/00095-003-008) (12.849 ACRES)

That part of the Southeast Quarter (SE ¼) of Section 7, Township 80, Range 24 West of the Fifth Principal Meridian (5th P.M.) described as follows:

Commencing at the East $\frac{1}{4}$ corner of said Section 7; thence South $0^{\circ}00'00''$ East along said East line of S.E. $\frac{1}{4}$, 905.94 feet to the point of beginning thence continuing South $0^{\circ}00'00''$ East along said East line of the S.E. $\frac{1}{4}$, 950.81 feet; thence North $90^{\circ}00'00''$ West, 33.0 feet; thence North $54^{\circ}08'35''$ West, 378.48 feet; thence North $39^{\circ}16'55''$ West, 1272.18 feet; thence North $50^{\circ}43'05''$ East, 370.26 feet; thence South $39^{\circ}16'55''$ East 633.09 feet; thence South $90^{\circ}00'00''$ East, 457.79 feet to the point of beginning and containing 15.72 Acres (684,790 s.f.) more or less and subject to 0.72 Acres (31,377 s.f.) more or less for road purposes.

The East line of the S.E. $\frac{1}{2}$ of Section 7 is assumed to bear N $0^{\circ}00'00''$ for the purposes of this Description.

EXCEPT a part of the Southeast $\frac{1}{4}$ of Section 7, Township 80 North, Range 24 West of the 5th P.M., Polk County, Iowa known as Parcel E as shown on a survey filed of record Book 11397 Page 144 in the office of the Polk County Recorder.

$61^{\circ}32'030''$ west, 270.40 feet; thence north $67^{\circ}55'04''$ west, 350.89 feet; thence north $16^{\circ}23'44''$ west, 282.64 feet to the point of beginning.

EXCEPT Parcel F as described in Book 12218, page 770 of the Polk County Recorder's Office.

AND

(PROPERTY ID 180/00095-003-010) (ACRES 5.240)

A tract of land situated in the County of Polk, State of Iowa, being the following described parcel located in the SE $\frac{1}{4}$ of Section 7, Township 80 north, Range 24 west of the 5th Principal Meridian, all bearings being referred to the Iowa Coordinate System, south zone (grid north bears $00^{\circ}07'06''$ west of true north).

Commencing at the NW corner of said SE $\frac{1}{4}$ of Section 7; thence south $63^{\circ}10'29''$ east, 621.13 feet to the point of beginning; thence north $88^{\circ}36'16''$ east, 330.00 feet; thence south $64^{\circ}23'44''$ east, 265.00 feet; thence north $63^{\circ}36'16''$ east, 130.00 feet, thence south $78^{\circ}23'44''$ east, 115.00; thence south $11^{\circ}36'26''$ west, 40.00 feet; thence south $88^{\circ}36'16''$ west, 110.00 feet; thence south $49^{\circ}36'16''$ west, 75.00 feet; thence south $07^{\circ}23'44''$ east, 65.00 feet; thence south $58^{\circ}23'44''$ east, 195.00 feet; thence north $81^{\circ}36'16''$ east, 235.00 feet; thence south $63^{\circ}23'44''$ east, 31.84 feet; thence south $51^{\circ}09'05''$ west, 141.52 feet; thence south $38^{\circ}50'55''$ east, 68.69 feet; thence south $66^{\circ}51'19''$ west, 302.46 feet; thence north $23^{\circ}11'44''$ west, 53.11 feet; thence north $78^{\circ}49'56''$ west, 30.00 feet; thence south $50^{\circ}26'56''$ west, 25.92 feet; thence north

61°32'30" west, 270.40 feet; thence north 67°55'04" west, 350.89 feet; thence north 16°23'44" west, 282.64 feet to the point of beginning.

EXCEPT Parcel F as described in Book 12218, Page 770 of the Polk County Recorder's Office.

JERRY N. AND JEAN M. JOHNSON

(PROPERTY ID 180/00095-003-004) (3.886 ACRES)

PART OF THE SOUTHEAST ¼ OF SECTION 7, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 7:

THENCE N 00°25'59" E, ALONG THE EAST LINE OF THE SOUTHEAST ¼ OF SAID SECTION 7, A DISTANCE OF 1211.30 FEET;
THENCE N 89°34'01" W, A DISTANCE OF 498.74 FEET TO THE POINT OF BEGINNING SAID POINT ALSO BEING ON THE NORTHEASTERLY RIGHT OF WAY LINE OF HIGHWAY #415;
THENCE NORTHWESTERLY, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, 635.91 FEET, ALONG A 1989.86 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, WHOSE CHORD BEARS N 51°42'29" W, A CHORD DISTANCE OF 633.20 FEET;
THENCE N 58°01'33" W, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 280.41 FEET;
THENCE N 61°37'25" W, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 150.17 FEET;
THENCE N 66°56'00" E, A DISTANCE OF 374.49 FEET;
THENCE S 53°19'03" E, A DISTANCE OF 70.00 FEET;
THENCE N 81°40'57" E, A DISTANCE OF 70.00 FEET;
THENCE S 53°19'03" E, A DISTANCE OF 120.00 FEET;
THENCE S 48°40'57" W, A DISTANCE OF 70.00 FEET;
THENCE S 19°19'03" E, A DISTANCE OF 60.00 FEET;
THENCE S 31°06'20" E, A DISTANCE OF 645.57 FEET TO THE POINT OF BEGINNING. CONTAINING 3.8862 ACRES.

JOEL J. AND DINA K. JOHNSON

(PARCEL ID 180/00095-003-006) (1.430 ACRES)

A part of the Southeast Quarter (SE ¼) of Section Seven (7) Township Eighty (80) Range Twenty-four (24) West of the 5th P.M., Polk County,

Iowa known as Parcel F as shown on a survey filed of record at Book 12218 Page 770 in the Office of the Polk County Recorder.

In addition, the following public lands are included in the annexation:

STATE OF IOWA

POLK COUNTY DISTRICT/PARCEL NUMBER

180/00095-001-011

BEG 648.3F NW OF SE COR THN W 569.2F NW 1049.5F NE 85F SE
ALG CURVE 1204.2F TO POB SE 1/4 SEC 7-80-24: 10.530 ACRES

POLK COUNTY

POLK COUNTY DISTRICT/PARCEL NUMBER

180/00096-001-000

RIGHT-OF-WAY NW 44TH STREET

BALANCE OF ROADWAY OF NW 44TH STREET IN THE
SOUTHEAST ¼ OF SECTION 7, TOWNSHIP 80 NORTH, RANGE 24
WEST OF THE 5TH P.M. AND

EXCEPT THAT PART LYING SOUTHERLY OF THE CENTERLINE
OF NW 44TH STREET

STATE OF IOWA

POLK COUNTY DISTRICT/PARCEL NUMBER

180/00095-001-010

RIGHT-OF-WAY NW POLK CITY DR (HIGHWAY 415)

-EX BEG 648F NW OF SE COR THN W 569.2F NW 1049.5F NE 85F
SE ALG CURVE 1204.2F TO POB- BEG SE COR THN W147.19F
N141.07F NW 400.85F W 569.8F NW 1049.5F NE 85F NWLY 1419.04F
TO W LN N 390F E 543.63F SE 332.64F SWLY 621.29F NE 25.92F
E30F SE53.11F SELY 2205.46F S 213.73F TO POB SE ¼ SEC 7-80-24
AND

EXCEPT THAT PART LYING NORTHERLY OF THE CENTERLINE
OF NW POLK CITY DR (HIGHWAY 415) AND EASTERLY THE
CENTERLINE OF NW 44TH STREET AND

EXCEPT THAT PART LYING SOUTHERLY OF THE CENTERLINE
OF NW POLK CITY DR (HIGHWAY 415) AND WEST OF THE WEST
LINE OF OUTLOT Y OF JOHNSON/HALL PLAT 1, AN OFFICIAL
PLAT, EXTENDED NORTHERLY

POLK COUNTY

POLK COUNTY DISTRICT/PARCEL NUMBER

180/00095-003-002

W 117F E 150F N 236.36F S 1736.36F SEC 7-80-24: 0.635 ACRES

STATE OF IOWA

POLK COUNTY DISTRICT/PARCEL NUMBER

180/00095-005-000

RIGHT-OF-WAY NW POLK CITY DR (HIGHWAY 415)

BEG 789.43F N & 33F W OF SE COR THN NW 83.16F NE 46.4F NW
50F NELY 86.64F S 176.25F TO POB RD EAS SE 1/4 SEC 7-80-24

STATE OF IOWA

POLK COUNTY DISTRICT/PARCEL NUMBER

180/00095-001-003

RIGHT-OF-WAY NW POLK CITY DR (HIGHWAY 415)

-EX E 33F- BEG 213.73F N SE COR THN N 575.7F NW 411.48F SE
873.08F TO POB SE 1/4 SE 1/4 SEC 7-80-24 AND

EXCEPT THAT PART LYING NORTHERLY OF THE CENTERLINE
OF NW POLK CITY DR (HIGHWAY 415) AND EASTERLY THE
CENTERLINE OF NW 44TH STREET.

UNITED STATES OF AMERICA

POLK COUNTY DISTRICT/PARCEL NUMBER

180/00095-004-000

BEG 1066.16F NW OF SE COR THN NWLY 265.66F SELY 265.83F
ALNG CRV TO POB SE 1/4 SEC 7-80-24

YOU ARE FURTHER AND SPECIFICALLY NOTIFIED that a hearing
before City Council on the above-described Annexation has been set to commence on the
26th day of September 2022 at 6:00 o'clock p.m. at the City Council Chambers of Polk
City, 112 S 3rd Street, Polk City, Iowa, at which time and place any person wishing to
speak for or against said Applications will be given the opportunity to be heard.

YOU ARE FURTHER NOTIFIED that a copy of said Applications are on file
in the Polk City Clerk's office and may be examined by any interested person during
regular business hours.

Dated at Polk City, Iowa, this 22nd day of August 2022.

Steve Karsjen, Mayor

ATTEST:

Jenny Coffin, City Clerk



City of Polk City, Iowa

City Council Agenda Communication

Date: August 22, 2022 City Council Meeting
To: Mayor Steve Karsjen & City Council
From: Chelsea Huisman, City Manager

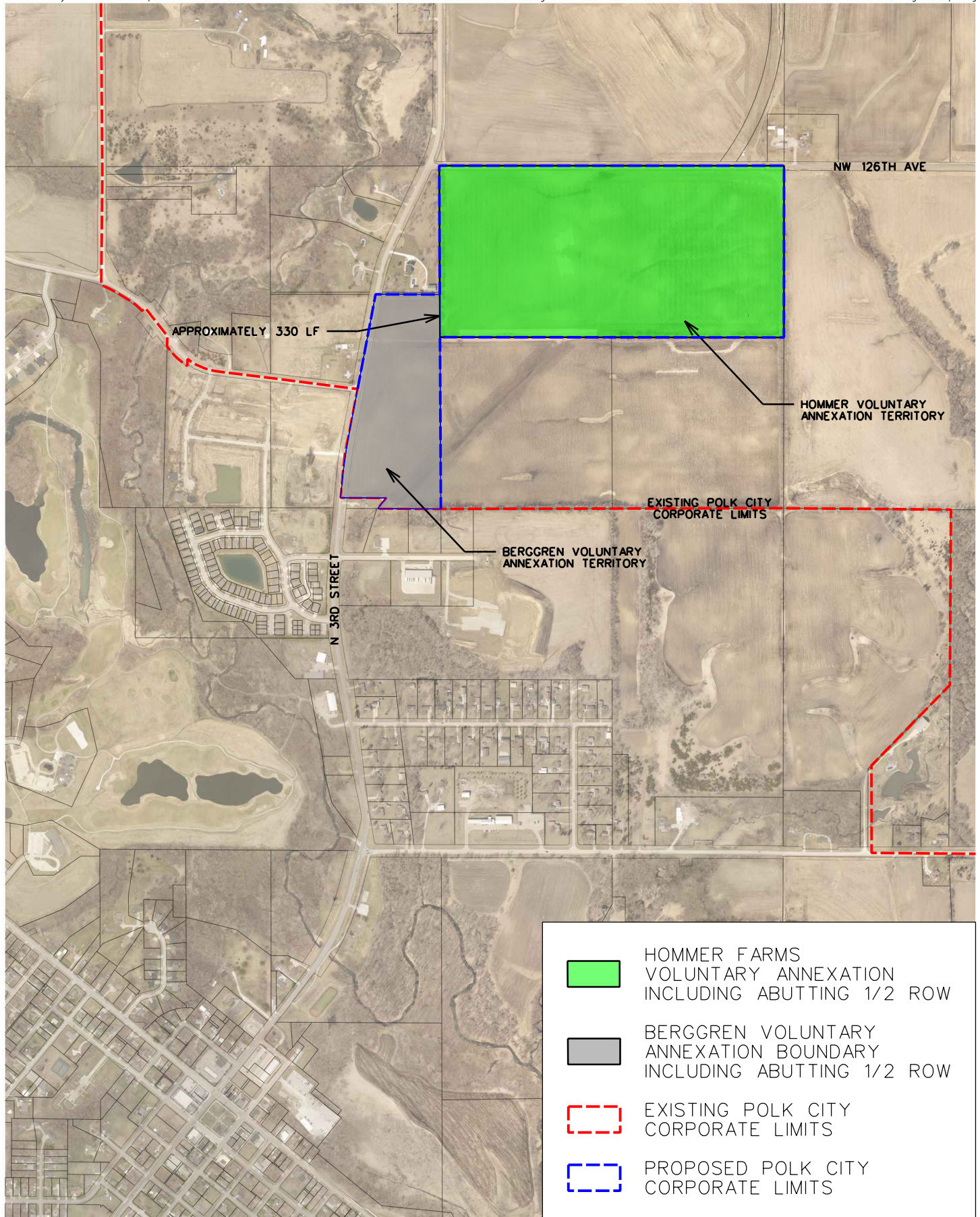
Subject: Amended and substituted Resolution 2022-83 annexing certain properties into the City of Polk City, Iowa

BACKGROUND: On Monday evening, the City Council will be asked to amend Resolution 2022-83, which was the annexation resolution for the Berggren/Hommer Properties annexation into city limits. The City Council has formally approved this annexation, however, we did have to make some amendments to the legal description, to incorporate ½ of the Sheldahl Drive roadway.

ALTERNATIVES: Do not approve the amended resolution

FINANCIAL CONSIDERATIONS: There are no financial considerations for this amendment.

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



AMENDED AND SUBSTITUTED RESOLUTION NO. 2022-83

**A RESOLUTION ANNEXING CERTAIN PROPERTIES INTO THE CITY
OF POLK CITY, IOWA**

WHEREAS, the City Council of the City of Polk City, Iowa adopted Resolution 2022-83 after public hearing held on July 11, 2022;

WHEREAS, since approval of the Resolution the City has been advised by Polk County that it needs revisions made to the legal descriptions to more accurately describe the parcels to be annexed into Polk City;

WHEREAS, the City Council of the City of Polk City, Iowa is amending Resolution 2022-83 to reflect the revisions requested by Polk County;

WHEREAS, Berggren Farms, LLC, an Iowa limited liability company, has filed an application requesting that the following described real estate be annexed to the City of Polk City Iowa:

LEGAL DESCRIPTION:

BERGGREN LEGAL DESCRIPTION (including right-of-way):

THAT PART OF THE SOUTH 50 ACRES OF THE EAST ½ OF THE NORTHWEST ¼ LYING EAST OF NORTH 3RD STREET (ALSO KNOWN AS NW SHELDAHL DRIVE), EXCEPT THE SOUTH 5 RODS THEREOF LYING EAST OF SAID NORTH 3RD STREET AND LYING WEST OF THE FORMER NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ABANDONED C & N.W. RAILROAD, BEING THE TRACT DESCRIBED IN THE DEED RECORDED IN BOOK 345, PAGE 481, ALL IN SECTION 36, TOWNSHIP 81 NORTH, RANGE 25 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, SUBJECT TO THE RIGHTS OF THE PUBLIC IN ALL HIGHWAYS; AND
THE EAST HALF OF THE EXISTING ROADWAY EASEMENT OF NORTH 3RD STREET (ALSO KNOWN AS NW SHELDAHL DRIVE) LYING IN THE SOUTH 50 ACRES OF THE EAST ½ OF THE NORTHWEST ¼, EXCEPT THE SOUTH 5 RODS THEREOF, OF SECTION 36, TOWNSHIP 81, NORTH, RANGE 25 WEST OF THE 5TH P.M., POLK COUNTY, IOWA.

WHEREAS, Parable Ventures, LLC, an Iowa limited liability company, has filed application requesting that the following described real estate be annexed to the City of Polk City Iowa:

LEGAL DESCRIPTION:

PARABLE VENTURES LLC (including right-of-way):

THE NORTH HALF (N1/2) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION THIRTY-SIX (36) IN TOWNSHIP EIGHTY-ONE (81) NORTH OF RANGE TWENTY-FIVE (25), WEST OF THE 5TH P.M., POLK COUNTY, IOWA.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Polk City Iowa, that this Resolution 2022-83 is hereby amended and substituted for the original resolution.

BE IT FURTHER RESOLVED by the City Council of the City of Polk City, Iowa, that the above-described real estate should be annexed and is hereby annexed to and made a part of the City of Polk City, Iowa.

BE IT FURTHER RESOLVED by the City Council of the City of Polk City, Iowa, that the City Clerk be and is hereby authorized to file a copy of the resolution, map and legal description of the territory involved with the Iowa Secretary of State, the Polk County Board of Supervisors, each affected utility, and the state department of transportation and the City Clerk is hereby authorized and directed to certify, upon the completion of such acts, the filing of the copies of the legal description, map and resolution with the Polk County Recorder, all as provided in the Code of Iowa.

DATED at Polk City Iowa, this 22nd day of August 2022.

Steve Karsjen, Mayor

ATTEST:

Jenny Coffin, City Clerk



City of Polk City, Iowa

City Council Agenda Communication

Date: August 19, 2022
To: Mayor Steve Karsjen & City Council
From: Lieutenant Matt Aswegan
Subject: **2022-23 Urban Deer Hunting**

BACKGROUND: In accordance with City Code Chapter 48, which regulates urban deer hunting within the city limits of Polk City, the City Council is tasked with setting the dates of the annual urban deer hunting season and the boundaries where urban deer hunting is permitted within the city limits of Polk City. The dates and boundaries may be more restrictive than what is set by the Iowa DNR. The Iowa DNR has set the 2022-23 Urban Deer Hunting season which is set for September 17, 2022 to January 22, 2023.

Bow hunting for antlerless deer may be permitted within those dates and within the corporate limits of the City of Polk City. Hunting is prohibited within 200 feet of a home or building not owned by the hunter or where permission is not granted by the landowner to the hunter. Other prohibited areas include within 100 feet of a recreational trail, and all areas owned by the City of Polk City.

ALTERNATIVES: Set alternate dates for Urban Deer Hunting

FINANCIAL CONSIDERATIONS: None

RECOMMENDATION: It is my recommendation that the Council approve the dates September 17th, 2022 through January 22, 2023.



City of Polk City, Iowa City Council Agenda Communication

Date: August 22, 2022 City Council Meeting
To: Mayor Steve Karsjen & City Council
From: Chelsea Huisman, City Manager
Subject: Resolution to approve an application to the Rural Enrichment Grant

BACKGROUND: The Iowa Economic Development Authority (IEDA) announced recently that they are accepting grant applications to the Rural Enrichment Grant fund. Eligible projects must be focused on projects that focus on parks, playgrounds, streetscaping, public art & murals, pocket parks, and trail enhancements. Applications are for requests ranging from \$1,000-\$20,000. The deadline for the application is September 1, 2022.

After reviewing the requirements, I recommend the City of Polk City apply to the Rural Enrichment Fund to upgrade the city owned alleyway off Van Dorn Street into a pocket park. The estimated costs for the project would be approximately \$30,000-\$32,500, and we would request the full \$20,000 through the grant funds. As a requirement of the grant, the City must provide a cash match of 50% of the request to the fund (1:1/2). Therefore, we will be required to cash match a minimum of \$10,000. If the project exceeds \$30,000, the city will be required to pay for the overage as we are requesting the maximum amount. We are estimating the City's contribution could range from \$10,000-\$12,500.

If the City is not awarded the funds through Rural Enrichment, the project will not happen in the current fiscal year. However, it is something we could consider for after July 1, 2023.

ALTERNATIVES: Do not approve the application

FINANCIAL CONSIDERATIONS: The financial considerations for the project if the City is awarded is an additional \$20,000 in revenue, plus expenses of \$10,000+. We have just begun looking into the cost of furniture for the pocket park, and if awarded the funds from the Rural Enrichment grant, the City will need to financially fund a minimum of 50%, which would be \$10,000.

RECOMMENDATION: It is my recommendation that the Council approve the resolution to apply for the Rural Enrichment grant.

RESOLUTION NO. 2022-101

**A RESOLUTION GIVING AUTHORIZATION TO APPLY FOR THE
RURAL ENRICHMENT GRANT**

WHEREAS, the City of Polk City is desirous to apply to the Rural Enrichment Fund for grant funding in the amount of \$20,000 for the pocket park project in downtown; and

WHEREAS, the City of Polk City has identified the pocket park project as a priority project and has budgeted funds for the project in FY23, which begins July 1, 2022; and

WHEREAS, the City's contribution and commitment towards the project would be 50% of the request from the Rural Enrichment Grant with a minimum amount of \$10,000 of city committed funds; and

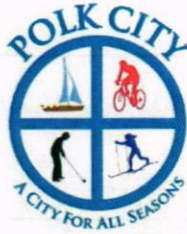
NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Polk City, Iowa to authorize and enthusiastically endorse application to the Rural Enrichment Grant for the pocket park project.

PASSED AND APPROVED the 22nd day of August 2022.

Steve Karsjen, Mayor

Attest:

Jenny Coffin, City Clerk



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

Permit # _____

Application Fee* \$50

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

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

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

Please check the following type of event:

<input type="radio"/> Parade	<input type="radio"/> Farmers market
<input type="radio"/> Run/Walk/Bike	<input type="radio"/> Fair/Festival
<input type="radio"/> Outdoor Concert	<input type="radio"/> Temporary Structure(s)
<input type="radio"/> Fundraiser	<input checked="" type="radio"/> Other (please specify) <u>Block Party</u>

Contact Information:

Contact Name & Title: <small>*(contact must be onsite for setup & teardown of event)</small>	Nick Johnston - Block Party member
Contact Mailing Address:	1150 Mallard Bay Pl
Contact Phone number:	515-231-2683
Contact Email Address:	Nichalausj@gmail.com
Sponsor Organization: <small>*(if applicable)</small>	

Event Information:

Name of Event:	IA vs ISU Block Party	Requested event location:	Between 1150 Mallard Bay 718 Lake View Ave
Event Date(s) & Time(s):	09/10 8am - 8am 9/11	Event Setup & Teardown: (dates & times)	9/10 8am - 9/11 8am
Estimated Attendance:	50-75 peopl	Number of Vehicles:	10-15
Will Event Fee Be Charged?	Y or N	Event Fee Amount: (if applicable)	\$0
Product Sales on Site:	Y or N	Amplified sounds: (a noise waiver may be required)	Y or N
Tent and/or canopy:	Y or N Qty. _____	Inflatables: (valid State of Iowa permit required)	Y or N Qty. _____
Access to water:	Y or N	Access to electricity:	Y or N
Alcoholic Beverages: <small>(must obtain Iowa Beverage Permit with outdoor services & area of alcohol must be fenced off)</small>	Y or N	Portable Toilets: <small>*(1 toilet for every 250 people est.)</small>	Y or N Qty. _____
Street Closure:	Y or N Qty. <u>2</u>	On Street Parking Closure:	Y or N Qty. _____

Event Description: (describe activities)

This will be a block part for IA vs ISU. There will be yard games, food, and cheering on IA or ISU.

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

Barricades Required:	Qty. <u>2</u>	Security on site:	Y or <input checked="" type="radio"/> N
Traffic Control:	Y or <input checked="" type="radio"/> N	Emergency Services:	Y or <input checked="" type="radio"/> N

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

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

Events serving alcohol will require Law Enforcement Officers to be on-site at each entrance/exit during said event and events interfering with non-participating vehicle traffic will require crowd/traffic control by a Law Enforcement Officer at each location. Applicant will be billed at a rate of \$50/hour per officer – minimum 3 hours.

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

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

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

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

Additional Remarks: This is a cul-de-sac and all neighbors in the closed section of the street have been notified and will be in attendance at the block party. This is not a through street

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

Signature and Title of Applicant: 

Date: 08 / 15 / 2022

✓ If Provided

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

OFFICIAL USE ONLY:

Department approvals:

Fire Chief: _____ Police Chief: _____

Public Works Director: _____ City Manager: _____

SITE PLAN AND PLAT OF SURVEY REVIEW

Date: August 16, 2022

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

Project: Home State Bank Site Plan & Plat of Survey

Project No.: 122.0358.01

GENERAL INFORMATION:

Owner/ Applicant:	Home State Bank
Requested Action:	Approval of Site Plan
Location	Northeast corner of S. 3 rd St./Bridge Road
Size:	2.225 acres
Zoning:	C-2
Proposed Use:	Bank



BACKGROUND:

Home State Bank proposes construction of a new bank building to be located in the northeast corner of the S. 3rd Street & Bridge Road intersection. The proposed construction is proposed to include a two story building with a canopy on the north side of the building for one drive-thru window and an ATM lane. The bank will occupy 5,039 square feet on the first floor, with an additional 3,170 sf of office space on the second floor. The building also includes 1,451 square feet of unfinished space for a future tenant.

The parking lot encircles the building, with access from a single driveway located along E. Bridge Road. Parking stalls has been provided for the bank and future tenant.

A 10' wide trail will be paved along S. 3rd Street and a 5' sidewalk will connect this trail to the building. A 5' sidewalk will also be paved along E. Bridge Road. Buffer trees will be planted in the existing 30' wide buffer easement on the east side of the plat, adjacent to the residential lot. Additional trees will be planted along both streets and on the east side of the parking lot Existing trees will be protected within the 30' landscape buffer easement adjacent to the townhomes in Crossroads at the Lakes Plat 1.

In order to avoid the "Mother Mary" tree, the 10' recreational trail along S. 3rd Street swings to the east, onto private property. A Recreational Trail Easement has been provided to accommodate this alignment.

No monument sign is proposed at this time. Space has been reserved near the intersection in case a monument sign is desired in the future which would require a site plan amendment.

Detention has been provided in the existing basins that serve all of the Crossroads at the Lakes subdivision. The City will grant a revised Private Storm Sewer Easement for Home State Bank's private storm sewer located on Lot C of Crossroads at the Lakes Plat 2 since the as-built pipe is located outside the existing easement area. Water and sanitary sewer service was extended to the site as part of the Crossroads at the Lakes Plat 2 development.

Since this property was final platted as an Outlot, which is considered unbuildable, approval of a Plat of Survey is required in order to establish this parcel as a buildable lot.

REVIEW COMMENTS:

The Plat of Survey and Site Plan have been revised to address staff's review comments.

RECOMMENDATION:

At their meeting on April 18th, P&Z recommended approval of the Plat of Survey and the Site Plan for Home State Bank subject to provision of a sidewalk for pedestrian access to the bank from S. 3rd Street. The applicant has addressed this issue. Prior to this Site Plan being presented to City Council, Home State Bank decided to revise the style and appearance of their building. Revised architectural elevations show showing a combination of charcoal gray brick, limestone, and brown Hardie textured panels. These elevations meet the city's requirement for 60% brick/stone on the south and west sides, facing the public street, and 50% brick/stone on the north and east sides. At their meeting on August 15, 2022, P&Z recommended Council approval of the Site Plan, including revised architectural elevations.

P&Z and staff recommend Council recommend approval of the Site Plan for Home State Bank, the Plat of Survey for Parcel 2022-39, and the Recreational Trail Easment subject to:

1. No Building Permit will be issued for Home State Bank until the applicant provides a recorded copy of the Recreational Trail Easement and the Plat of Survey to the City Clerk.
2. No temporary or permanent Certificate of Occupancy will be issued for Home State Bank until all site plan elements are complete, including site plantings, or an Agreement to Complete with surety is supplied to the City.
3. Payment in full of all fees to the City of Polk City.

RESOLUTION NO. 2022-102

**A RESOLUTION APPROVING A PLAT OF SURVEY FOR
PARCEL NO. 2022-39 AND RECREATIONAL TRAIL EASEMENT**

WHEREAS, Home State Bank has submitted a Plat of Survey, to be known as Parcel No. 2022-39 located within Outlot Y of Crossroads at the Lakes Plat 2 of Polk City, an official plat in the Polk County, Iowa to the City of Polk City for approval; and

WHEREAS, the intent of this Survey is to create a buildable parcel on Outlot Y of Crossroads at the Lake and identify the location of the 20' Recreational Trail Easement; and

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

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa, hereby approves the Plat of Survey for Parcel No. 2022-39.

PASSED AND APPROVED the 22 day of August 2022.

Steve Karsjen Mayor

ATTEST:

Jenny Coffin, City Clerk

**PARCEL 2022-39
POLK CITY, IOWA
PLAT OF SURVEY**

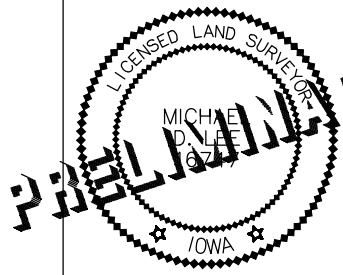
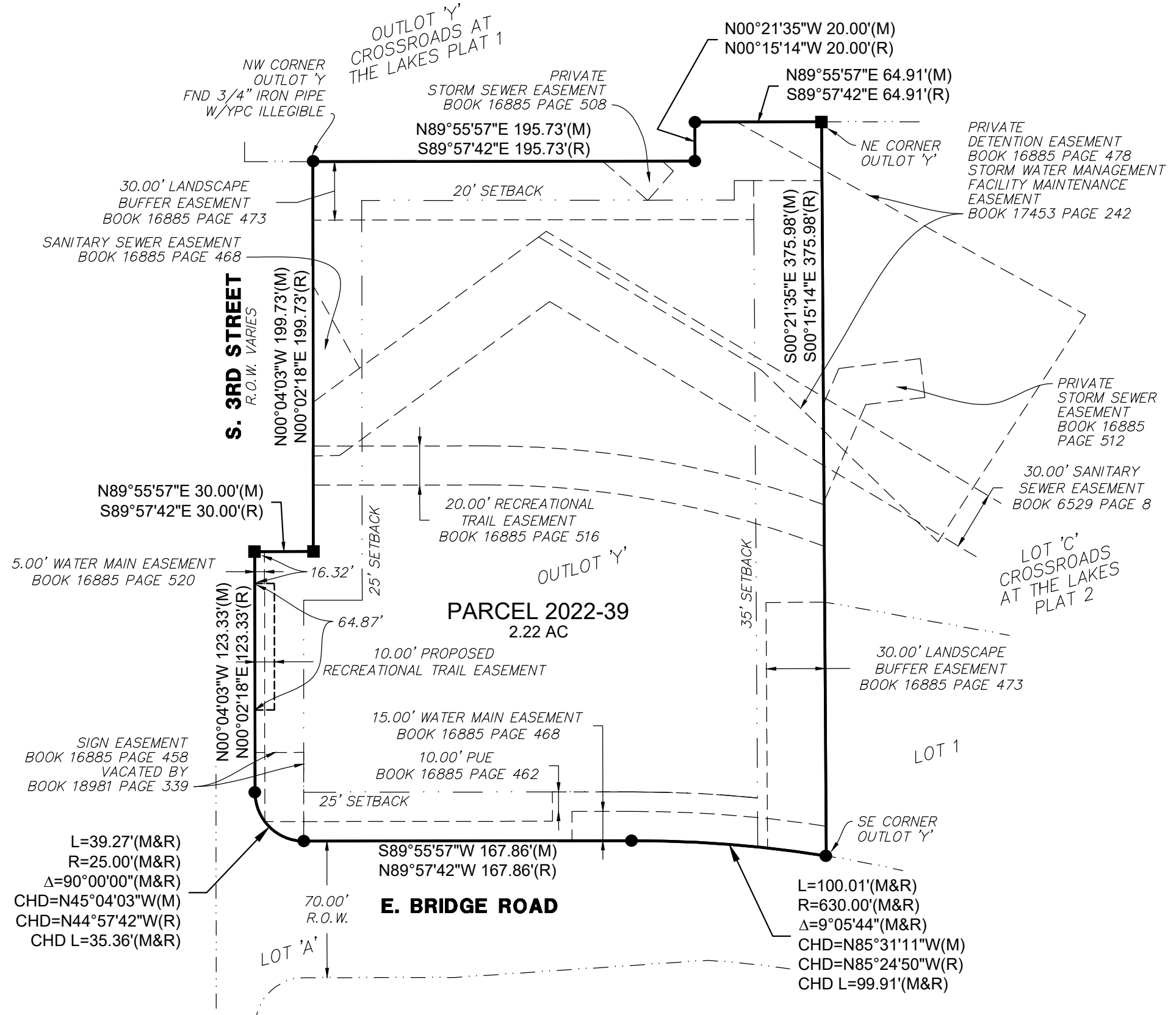
INDEX LEGEND	
CITY:	POLK CITY
COUNTY:	POLK
PART OF:	OUTLOT 'Y', CROSSROADS AT THE LAKES PLAT 2
PROPRIETOR:	HOME STATE BANK
REQUESTED BY:	HOME STATE BANK
SURVEYOR:	MICHAEL LEE
COMPANY:	McCLURE ENGINEERING
RETURN TO:	MICHAEL LEE 1360 NW 121ST STREET, STE A CLIVE, IOWA 50325 / 515-964-1229

LEGAL DESCRIPTION PARCEL 2022-39:
OUTLOT 'Y' IN CROSSROADS AT THE LAKES PLAT 2, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF POLK CITY, POLK COUNTY, IOWA THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

- NOTES:**
- PREVIOUS WARRANTY DEED FILED IN BOOK 18725 PAGE 477
 - THE PURPOSE OF THE PLAT OF SURVEY IS TO ESTABLISH OUTLOT 'Y' OF CROSSROADS AT THE LAKES PLAT 2 AS A BUILDABLE PARCEL THAT SHALL REQUIRE CITY COUNCIL APPROVAL OF A SITE PLAN PRIOR TO ISSUANCE OF A BUILDING PERMIT

GENERAL LEGEND	
	SURVEY BOUNDARY
	EXIST PROPERTY LINE
	SECTION LINE
MONUMENTS FOUND:	
	SECTION CORNER (TYPE AS NOTED)
	1/2" REBAR
	1/2" REBAR W/YPC #18660 (UNLESS NOTED OTHERWISE)
MONUMENTS SET:	
	SECTION CORNER
	1/2" REBAR W/YPC #16747
	1/2" REBAR W/YPC #16747
	CUT X
FND	FOUND
BK, PG	BOOK AND PAGE
(M), (R)	MEASURED, RECORDED
R.O.W.	RIGHT-OF-WAY
P.U.E.	PUBLIC UTILITY EASEMENT
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT

SITE ADDRESS:
101 E. RIDGE ROAD
POLK CITY, IOWA 50226



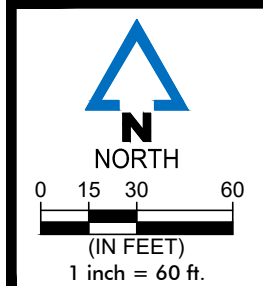
I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

MICHAEL D. LEE
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022

DATE _____

PAGES OR SHEETS COVERED BY THIS SEAL: THIS SHEET

DATE SURVEYED: 01/19/2022



ENGINEER T.S.
SURVEYOR M.L.
DRAWING NO. PS-01
SHEET NO. 01/01

DRAWN BY M.L.
CREW CHIEF B.M.
REVISIONS 4/4/2022

PARCEL 2022-39
OF OUTLOT 'Y'
CROSSROADS AT THE LAKE PLAT 2
POLK CITY, IOWA
POLK COUNTY
210894
DATE: 3/8/2022

335 SE Oralabor Road
OF OUTLOT 'Y'
515-512-1361
fax 515-964-2370

DRAWING PATH: P:\210894-000\06-Drawings\Survey\210894 Plat of Survey.dwg PLOT DATE: 04/13/2022 10:47 AM PLOTTED BY: MIKE LEE

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

RECREATIONAL TRAIL EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, Home State Bank, 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:

A PART OF PARCEL 2022-39 OF OUTLOT 'Y', CROSSROADS AT THE LAKES PLAT 2, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL 2022-39; THENCE SOUTH 00°04'03" EAST ALONG THE WEST LINE OF SAID PARCEL 2022-39, A DISTANCE OF 199.73 FEET; THENCE SOUTH 89°55'57" WEST ALONG SAID WEST LINE, 30.00 FEET; THENCE SOUTH 00°04'03" EAST ALONG SAID WEST LINE, 16.32 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°55'57" EAST, 10.00 FEET; THENCE SOUTH 00°04'03" EAST, 64.87 FEET; THENCE SOUTH 89°55'57" WEST, 10.00 FEET TO SAID WEST LINE; THENCE NORTH 00°04'03" WEST ALONG SAID WEST LINE, 64.87 FEET TO THE POINT OF BEGINNING AND CONTAINING 649 SQUARE FEET.

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:

Recreational Trail

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.

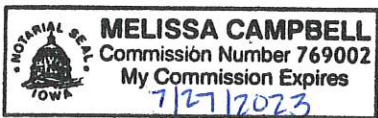
IN WITNESS WHEREOF, we have hereunto affixed our hands this 15 day of August 2022.

GRANTOR:
HOME STATE BANK

Eric Hockenberry
Name: Eric Hockenberry
Its: Market President

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this 15th day of August, 2022, before me, a Notary Public in and for said county, personally appeared Eric Hockenberry, to me personally known, who being by me duly (sworn or affirmed) did say that he is the Market President of said entity, that said instrument was signed on behalf of the said entity by authority of its officers; and, that said Eric Hockenberry, as such Market President, acknowledged the execution of said instrument to be the voluntary act and deed of said entity, by it and by him voluntarily executed.



Melissa Campbell
Notary Public in and for the State of Iowa

ACCEPTANCE BY CITY

STATE OF IOWA)
) ss:
COUNTY OF POLK)

I, _____, 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

RESOLUTION NO. 2022-103

**A RESOLUTION APPROVING THE SITE PLAN FOR
HOME STATE BANK**

WHEREAS, Home State Bank submitted a Site Plan for a new bank building to be located at 101 E Bridge Road; and

WHEREAS, on April 18, 2022 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, on August 15, 2022 the Polk City Planning & Zoning Commission met and recommended approval of the revised architectural elevations submitted as an amendment to the Site Plan subject to (1) No Building Permit will be issued for Home State Bank until the applicant provides a recorded copy of the Recreational Trail Easement and the Plat of Survey to the City Clerk and (2) No temporary or permanent Certificate of Occupancy will be issued for Home State Bank until all site plan elements are complete, including site plantings, or an Agreement to Complete with surety is supplied to the City; and

WHEREAS, the City Engineer has reviewed the Site Plan and accompanying documents 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 Home State Bank subject to (1) No Building Permit will be issued for Home State Bank until the applicant provides a recorded copy of the Recreational Trail Easement and the Plat of Survey to the City Clerk and (2) No temporary or permanent Certificate of Occupancy will be issued for Home State Bank until all site plan elements are complete, including site plantings, or an Agreement to Complete with surety is supplied to the City.

PASSED AND APPROVED the 22 day August 2022.

Steve Karsjen, Mayor

ATTEST:

Jenny Coffin, City Clerk

HOME STATE BANK SITE PLAN POLK CITY, IOWA

SUBMITTAL AND REVISION TABLE		
SUBMITTAL	DATE	DESCRIPTION
1	2/23/2022	CITY SUBMITTAL #1
2	3/23/2022	CITY SUBMITTAL #2
3	4/8/2022	CITY SUBMITTAL #3
4	4/14/2022	CITY SUBMITTAL #4
5	4/20/2022	CITY SUBMITTAL #5
6	8/11/2022	CITY SUBMITTAL #6
7	8/15/2022	CITY SUBMITTAL #7

McCLURE
making lives better
1360 NW 121ST. Street
Clive, Iowa 50325
515-964-1229
fax 515-964-2370

NOTICE:
McClure Engineering Company waives any and all responsibility and liability for problems which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for problems which arise from failure to obtain and/or follow the engineers guidance with respect to any errors, omissions, inconsistencies, ambiguities, or conflicts which are alleged.

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APPLICANT:

HOME STATE BANK
1370 NW 18TH ST. SUITE 101
ANKENY, IA 50023
ATTN: ERIC HOCKENBERRY

ENGINEER/ SURVEYOR:

MCCLURE ENGINEERING COMPANY
1360 NW 121ST STREET
CLIVE, IOWA 50325
515.964.1229
ATTN: TRENT SMITH

SITE ADDRESS:

101 E. BRIDGE ROAD
POLK CITY, IA 50226

PARKING:

VEHICLE PARKING:
REQUIREMENTS: 1ST FLOOR 2ND FLOOR
1 SPACE / 200 SF 1 SPACE / 400 SF
6490 / 200 = 33 SPACES 3170 / 400 = 8
REQUIRED: TOTAL = 41 SPACES
PROVIDED: VEHICLE SPACES = 43
ADA SPACES = 2 SPACES
TOTAL SPACES PROVIDED = 45 SPACES

DEVELOPMENT SUMMARY:

GROSS LAND AREA: =96,903 S.F. (2.22 AC.)
PROJECT IMPERVIOUS AREA:
PAVING AREA =25,287± S.F. (25.9%)
BUILDING AREA =6,490± S.F. (6.7%)
TOTAL =31,777± S.F. (32.6%)
PROJECT OPEN SPACE:
PROVIDED = 65,322± S.F. (67.4%)

PROPERTY OWNER:

HOME STATE BANK
1370 NW 18TH ST. SUITE 101
ANKENY, IA 50023
ATTN: ERIC HOCKENBERRY

EXISTING ZONING:

C2 - COMMERCIAL DISTRICT

LEGAL DESCRIPTION:

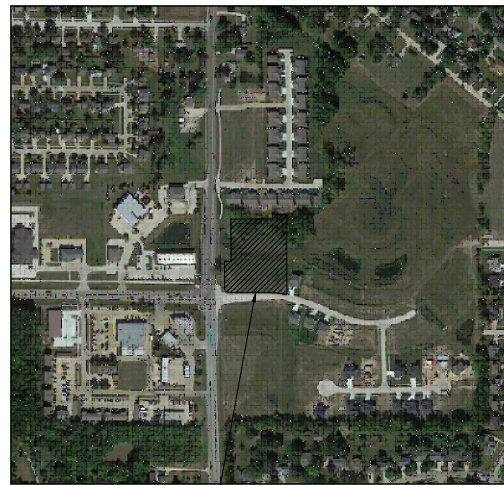
OUTLOT Y - CROSSROADS AT THE LAKE PLAT 2

BUILDING SUMMARY:

TOTAL NUMBER OF BUILDINGS = 1
TOTAL NUMBER OF STORIES = 2
FLOOR SQUARE FOOTAGE 1ST FLOOR 2ND FLOOR
6,546 ± SF 2,169 ± SF
TOTAL BUILDING S.F. = 8,715 ± S.F.

BUILDING SCHEDULE:

ESTIMATED CONSTRUCTION START: FALL 2022
ESTIMATED CONSTRUCTION FINISH: FALL 2023

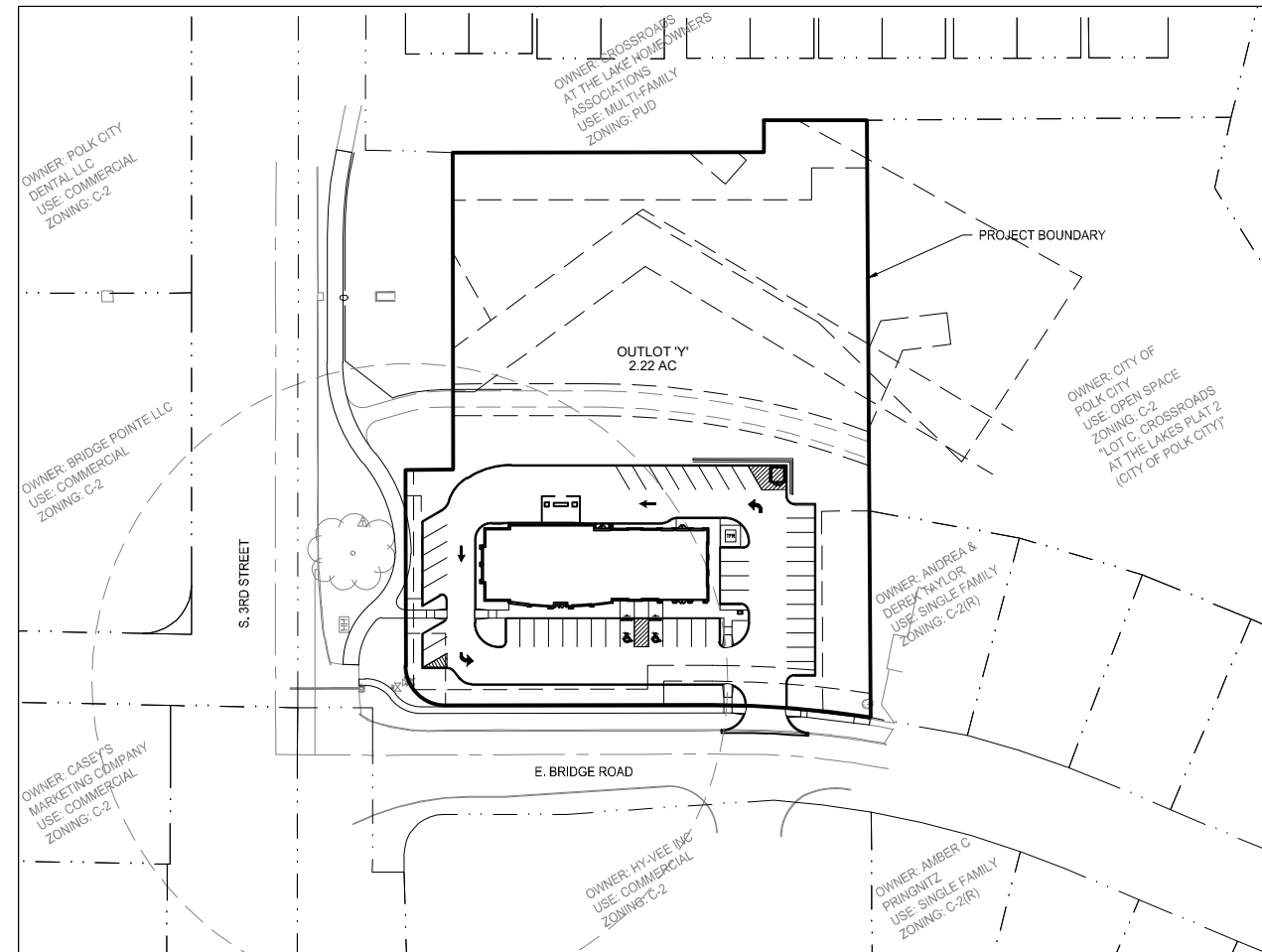
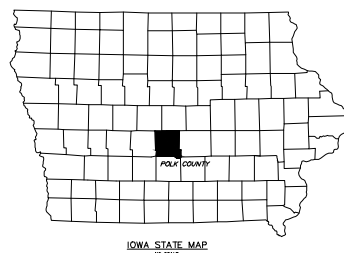


PROJECT LOCATION

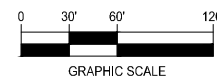


VICINITY SKETCH

NO SCALE



ALL CONSTRUCTION SHALL BE COMPLETED IN ACCORDANCE WITH THE 2022 IOWA STATEWIDE URBAN DESIGN STANDARD AND SPECIFICATIONS FOR PUBLIC IMPROVEMENTS AS ACCEPTED BY POLK CITY EXCEPT WHERE ALTERED OR AMENDED BY THESE PLANS.

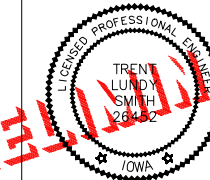


Sheet List Table		
Sheet NO	Sheet NO	Sheet Description
01	GN-01	COVER SHEET
02	GN-02	GENERAL NOTES
03	GN-03	EXISTING CONDITIONS AND REMOVALS
04	GN-04	OVERALL SITE PLAN
05	ER-01	SEDIMENT AND EROSION CONTROL
06	GR-01	GRADING PLAN
07	GR-02	GRADING DETAILS & ADA DESIGN
08	UT-01	UTILITIES
09	LA-01	LANDSCAPE PLAN
10	LA-02	LANDSCAPE DETAILS
11	LA-03	LANDSCAPE DETAILS
12	DT-01	DETAILS
13	RW-01	RETAINING WALL DESIGN



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.

WILLIAM CORD, PE NO. 26653 DATE: _____
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022
PAGES OR SHEETS COVERED BY THIS SEAL:
SHEET 13



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TRENT LUNDY SMITH, PE NO. 26452 DATE: _____
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022
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SHEET 1-12

PRELIMINARY

COVER SHEET

HOME STATE BANK
SITE PLAN
POLK CITY, IOWA
210894-000
FEBRUARY 23, 2022

REVISIONS

ENGINEER T SMITH DRAWN BY R CORONA

CHECKED BY FIELD BOOK NO.

DRAWING NO. SHEET NO.
GN-01 01 / 13

GENERAL LEGEND

EXISTING / PROPOSED	EXISTING / PROPOSED	EXISTING / PROPOSED	EXISTING / PROPOSED	EXISTING / PROPOSED	
SS	SS	SANITARY SEWER MAIN	⊙	⊙	SANITARY SEWER MANHOLE
SS	SS	SANITARY SEWER SERVICE	⊙	⊙	SANITARY SEWER CLEANOUT
FM	FM	SANITARY SEWER FORCE MAIN	⊙	⊙	AIR RELEASE MANHOLE/RAIN MANHOLE
ST	ST	STORM SEWER MAIN OR CULVERT	⊙	⊙	STORM SEWER MANHOLE
ST	ST	SECONDARY STORM SEWER MAIN	⊙	⊙	STORM SEWER CLEANOUT
ST	ST	SECONDARY STORM SEWER SERVICE	⊙	⊙	STORM SEWER INTAKE
W	W	WATER MAIN	⊙	⊙	STORM SEWER BEEHIVE INTAKE
W	W	WATER SERVICE	>	>	FLARED END SECTION
E	E	UNDERGROUND ELECTRIC	⊙	⊙	FIRE HYDRANT
OHE	OHE	OVERHEAD ELECTRIC	⊙	⊙	WATER VALVE
T	T	UNDERGROUND TELEPHONE	⊙	⊙	WATER VALVE MANHOLE
FO	FO	UNDERGROUND FIBER OPTIC	⊙	⊙	CURB STOP
TV	TV	UNDERGROUND CABLE TV	⊙	⊙	WATER METER MANHOLE
G	G	GAS MAIN OR SERVICE	⊙	⊙	YARD HYDRANT
		CONTOUR LINES INTERMEDIATE	⊙	⊙	ELECTRIC MANHOLE / VAULT
		CONTOUR LINES INDEX	⊙	⊙	ELECTRIC PEDESTAL / TRANSFORMER
		PROPERTY LINE / LOT LINE	⊙	⊙	OUTDOOR ELECTRIC POWER OUTLET
		SECTION LINE	⊙	⊙	POWER POLE
		EASEMENT	⊙	⊙	POWER POLE w/ STREET LIGHT
		GUARD RAIL	⊙	⊙	STREET LIGHT POLE
X	X	FIELD FENCE	⊙	⊙	GUY WIRE
o	o	CHAIN LINK FENCE	⊙	⊙	TRAFFIC SIGNAL
□	□	WOODEN FENCE	⊙	⊙	TRAFFIC SIGNAL BOX
		ROAD CENTERLINE	⊙	⊙	TRAFFIC SIGNAL MANHOLE / VAULT
		GRADING LIMITS	⊙	⊙	RAILROAD CROSSING SIGNAL
		CONSTRUCTION LIMITS	⊙	⊙	TELEPHONE MANHOLE / VAULT
AG	AG	AG LINE	⊙	⊙	TELEPHONE PEDESTAL
		WATERWAY FLOWLINE	⊙	⊙	CABLE TV MANHOLE / VAULT
		TOP OF SLOPE	⊙	⊙	CABLE TV PEDESTAL
		BOTTOM OF SLOPE	⊙	⊙	GAS VALVE
X	X	SILT FENCE	⊙	⊙	

ABBREVIATIONS

T/S	TOP OF SLAB
BC	BACK OF CURB
TC	TOP OF CURB
FL	FLOWLINE
CL	CENTERLINE
C	CUT
F	FILL
⊙	OFFSET
TOP	TOP OF SLOPE
BOT	BOTTOM OF SLOPE
EP	EDGE OF PAVING

GENERAL NOTES:

- THE CONTRACTOR SHALL VERIFY THE LOCATION AND PROTECT ALL UTILITIES AND STRUCTURES. DAMAGE TO UTILITIES AND STRUCTURES SHALL BE REPAIRED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE CITY AND THE OWNER.
- CONTRACTOR TO CONFINE OPERATIONS TO PERMANENT AND TEMPORARY EASEMENTS AND DEVELOPER OWNED PROPERTY.
- ALL TREES AND SHRUBS SHALL BE PROTECTED UNLESS DESIGNATED FOR REMOVAL IN THE PLANS.
- CONTRACTOR SHALL SUBMIT ALL SUBGRADE AND PAVING MATERIAL TEST RESULTS TO THE PROJECT ENGINEER.
- THE CONTRACTOR IS RESPONSIBLE FOR KEEPING AND MAINTAINING A SET OF RECORD DRAWINGS. RECORD DRAWINGS SHALL SHOW ALL CHANGES TO PLANS, AND REPRESENT THE AS-BUILT CONDITION. SUBMIT RECORD DRAWINGS TO ENGINEER PRIOR TO FINAL PAYMENT. ALL PIPE ENDS, UTILITY SERVICES AND CONDUIT ENDS SHALL BE MARKED WITH STEEL FENCE POSTS.
- THE PLANS SHOW UTILITIES LOCATED WITHIN THE LIMITS OF THE WORK UNDER THIS CONTRACT. THE COMPLETENESS OR ACCURACY OF THE INFORMATION SHOWN ON THE PLANS IS IN NO WAY IMPLIED OR GUARANTEED. THE CONTRACTOR SHALL OBTAIN THE LOCATION OF THE UTILITIES AND SERVICES FROM THE VARIOUS PUBLIC UTILITY COMPANIES BEFORE BEGINNING ANY EXCAVATION AND WILL BE HELD RESPONSIBLE FOR ANY DAMAGE TO SAID UTILITIES AND SERVICES RESULTING FROM HIS OPERATIONS. ADDITIONAL COMPENSATION WILL NOT BE ALLOWED FOR THIS WORK AND SHALL BE CONSIDERED INCIDENTAL TO OTHER AREAS OF WORK.
- AT LEAST ONE WEEK PRIOR TO ANY CONSTRUCTION WITHIN PUBLIC R.O.W./EASEMENT AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS, THE CONTRACTOR SHALL CONTACT POLK CITY TO OBTAIN APPLICABLE CITY PERMITS THAT MAY BE NECESSARY.
- ALL CONSTRUCTION WITHIN PUBLIC R.O.W./EASEMENTS, AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS, SHALL COMPLY WITH POLK CITY STANDARD CONSTRUCTION SPECIFICATIONS FOR SUBDIVISIONS AND THE STATEWIDE URBAN DESIGN SPECIFICATIONS.
- RECONNECT ANY FIELD TILE THAT ARE INTERCEPTED DURING UTILITY CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING AND MAINTAINING TRAFFIC CONTROL IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- ALL DIMENSIONS TO BACK-OF-CURB UNLESS NOTED OTHERWISE. ALL DIMENSIONS TO BE FIELD VERIFIED.
- PROVIDE 1" EXPANSION MATERIAL WHERE CONCRETE IS POURED AGAINST BUILDING OR STRUCTURES. SET PRE-MOLDED MATERIAL TIGHT AGAINST BUILDING AND/OR STRUCTURES TO ELIMINATE VOIDS.
- ALL H/C RAMPS IN PUBLIC RIGHT OF WAY SHALL BE CONSTRUCTED IN ACCORDANCE W/THE ADA ACCESSIBILITY GUIDELINES FOR BUILDINGS AND FACILITIES (ADAAG), AND IOWA CODE.
- THE PAVEMENT CROSS SECTIONS USED IN THIS PLAN SET ARE SUBJECT TO CHANGE PENDING RESULTS OF ON-SITE GEOTECHNICAL INVESTIGATION.
- A RAPID ENTRY LOCK BOX SHALL BE INSTALLED AT THE LOCATION DESIGNATED BY THE FIRE CHIEF.
- CONSTRUCTION FENCE FOR THE PROTECTION OF ALL TREES SHALL BE INSTALLED AND INSPECTED BY THE CITY OF POLK CITY PRIOR TO ISSUANCE OF THE GRADING PERMIT.
- THE EXISTING STORM SEWER ON OUTLOT Y AND LOT C OF CROSSROADS AT THE LAKES PLAT 2. BEGINNING AT STORM MANHOLE ST-42 AND TERMINATING AT FLARED END SECTION ST-40 ARE PRIVATE STORM SEWERS AND SHALL BE MAINTAINED BY THE PROPERTY OWNER OF SAID OUTLOT Y.
- NO MONUMENT OR IDENTIFICATION SIGNS ARE PROPOSED AS PART OF THIS SITE PLAN. INSTALLATION OF A MONUMENT SIGN OR IDENTIFICATION SIGNS ARE PROPOSED AS PART OF THIS SITE PLAN. INSTALLATION OF A PROPOSED MONUMENT SIGN OR IDENTIFICATION SIGN WILL REQUIRE SITE PLAN AMENDMENT. ADDITION OF A MONUMENT SIGN WILL NOT BE ALLOWED UNLESS APPROVED IN WRITING BY THE CITY.
- MAILBOX LOCATION TO BE COORDINATED AND APPROVED BY UNITED STATES POSTAL SERVICE PRIOR TO ISSUANCE OF A BUILDING PERMIT. NO MAILBOX SHALL BE PERMITTED WITHIN THE PUBLIC RIGHT-OF-WAY FOR S. 3RD STREET OR E. BRIDGE ROAD.

UTILITY NOTES:

- ALL UTILITIES ARE PRIVATE UNLESS NOTED OTHERWISE.
 - CONTRACTOR TO ADJUST ALL TOP OF CASTING ELEVATIONS WITHIN THE PROJECT LIMITS TO THE FINAL ELEVATIONS SHOWN ON THE PLANS.
 - ALL UTILITY SERVICES, INCLUDING ELECTRIC, TELEPHONE, AND CABLE TO BE UNDERGROUND.
 - THE CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES TO DETERMINE EXACT POINT OF SERVICE CONNECTION AT EXISTING UTILITY. REFER TO THE BUILDING ELECTRICAL AND PLUMBING DRAWINGS FOR UTILITY SERVICE ENTRANCE LOCATIONS, SIZES, AND CIRCUITING.
 - ALL CONNECTIONS TO EXISTING PUBLIC SEWERS SHALL BE CORE DRILLED.
 - ALL IMPROVEMENTS INSTALLED WITHIN THE EXISTING SANITARY EASEMENT SHALL BE REPAIRED AND REPLACED BY THE PROPERTY OWNER IN THE EVENT GENERAL AND ORDINARY MAINTENANCE OR REPAIRS ARE REQUIRED.
- SANITARY SEWER:**
- ALL SANITARY SEWER SERVICES SHALL BE SDR 23.5 IN ACCORDANCE WITH URBAN STANDARD SPECIFICATIONS.
 - MANHOLE STEPS ARE REQUIRED IN ALL SANITARY SEWER MANHOLES.
 - MANHOLE COVERS SHALL HAVE RAISED DIAMOND ROUGHNESS PATTERN.
- STORM SEWER:**
- OWNER SHALL BE RESPONSIBLE FOR ALL ON-SITE PRIVATE STORM SEWER AND PRIVATE STORM WATER DETENTION / RETENTION AREAS.
 - ALL INTAKE CASTINGS SHALL HAVE PHASE 2 ENVIRONMENTAL SYMBOLOLOGY OR TEXT.
- WATER MAIN:**
- HYDRANTS, MANHOLE COVERS, AND VALVE BOXES SHALL BE SET TO CONFORM TO FINISHED PAVEMENT ELEVATIONS.
 - ALL VALVES SHALL HAVE A VALVE BOX ADAPTER INSTALLED TO MAINTAIN ALIGNMENT.
 - THE CONTRACTOR SHALL WORK WITH POLK CITY WHEN OPERATING EXISTING VALVES. WATER SHALL NOT BE TURNED ON WITHOUT PRIOR APPROVAL.
 - WATER CAN NOT BE USED BY THE CONTRACTOR UNLESS IT IS PART OF THE PURIFICATION PROCESS OF THE NEW MAIN. WATER NEEDED FOR ANY REASON AFTER BACTERIA TESTING HAS BEEN COMPLETED AND PASSED WILL NEED PRIOR APPROVAL FROM POLK CITY.
 - ALL FIRE PROTECTION RISERS SHALL UTILIZE THRUST BLOCKING AT ALL CHANGES IN DIRECTION AND ELEVATION, ON ALL WATERMAIN. STAINLESS STEEL RODDING SHALL BE EXTENDED ALONG THE NEXT FULL LENGTH PIPE AND ANCHORED ON THE PIPE BELL, OR MECHANICAL FITTING, ADDITIONALLY, AT ALL LOCATIONS OF THRUST BLOCKING. MEGA-LUGS ARE NOT TO BE ALLOWED.
 - CONTRACTOR SHALL EXTEND THE WATER SERVICE INTO THE BUILDING TO DESIGNATED POINT IN BUILDING PLANS.
 - THE FIRE DEPARTMENT CONNECTION LOCATION SHALL BE APPROVED BY THE FIRE CHIEF PRIOR TO ISSUANCE OF A BUILDING PERMIT.

GRADING NOTES:

- ALL SLOPES IN PAVEMENT SHALL BE UNIFORM TO AVOID PONDING.
- ALL DIMENSIONS TO BACK-OF-CURB UNLESS NOTED OTHERWISE. ALL DIMENSIONS TO BE FIELD VERIFIED.
- CURB INTAKE RIM ELEVATIONS = PAVING TOP OF CURB ELEVATIONS.
- CONTRACTOR TO ADJUST ALL TOP OF CASTING ELEVATIONS WITHIN THE PROJECT LIMITS TO THE FINAL ELEVATIONS SHOWN ON THE PLANS.
- ALL SPOT ELEVATIONS ARE TO THE TOP OF FINISHED GRADE, UNLESS OTHERWISE NOTED.
- ALL SLOPES IN UNPAVED AREAS SHALL BE GRADED TO DRAIN.

CONTROL POINTS:

CONTROL POINT TABLE					
POINT NO	NORTHING	EASTING	ELEVATION	DESCRIPTION	
1	7551818.733	18500133.08	929.909	CP/ 1\2 REBAR BCAP MEC	
2	7551729.873	18500389.64	916.03	CP/ CUT X IN CL OF EAST BRIDGE NW OF HOUSE 134	
3	7551776.818	18500156.34	928.76	CP/ CUT X CL E BRIDGE RD	
100	7551743.973	18500023.91	932.208	BM/ BURY BOLT ON SW CORNER FH	
4	7551737.02	18499948.83	931.91	CP/ CUT X TC SE QUAD 3RD AND BRIDGE	
5	7552078.816	18499845.13	927.758	CP/ CUT X 5W W 5IDE 3RD	
6	7551911.976	18500349.63	912.183	CP/ 1\2 REBAR YCAP 18660	



THE CONTRACTOR SHALL NOTIFY IOWA ONE CALL NO LESS THAN 48 HRS. IN ADVANCE OF ANY DIGGING OR EXCAVATION.

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 LOCATION 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.



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HOME STATE BANK
SITE PLAN
POLK CITY, IOWA
210894-000
FEBRUARY 23, 2022

REVISIONS

ENGINEER
T SMITH

DRAWN BY
R CORONA

CHECKED BY

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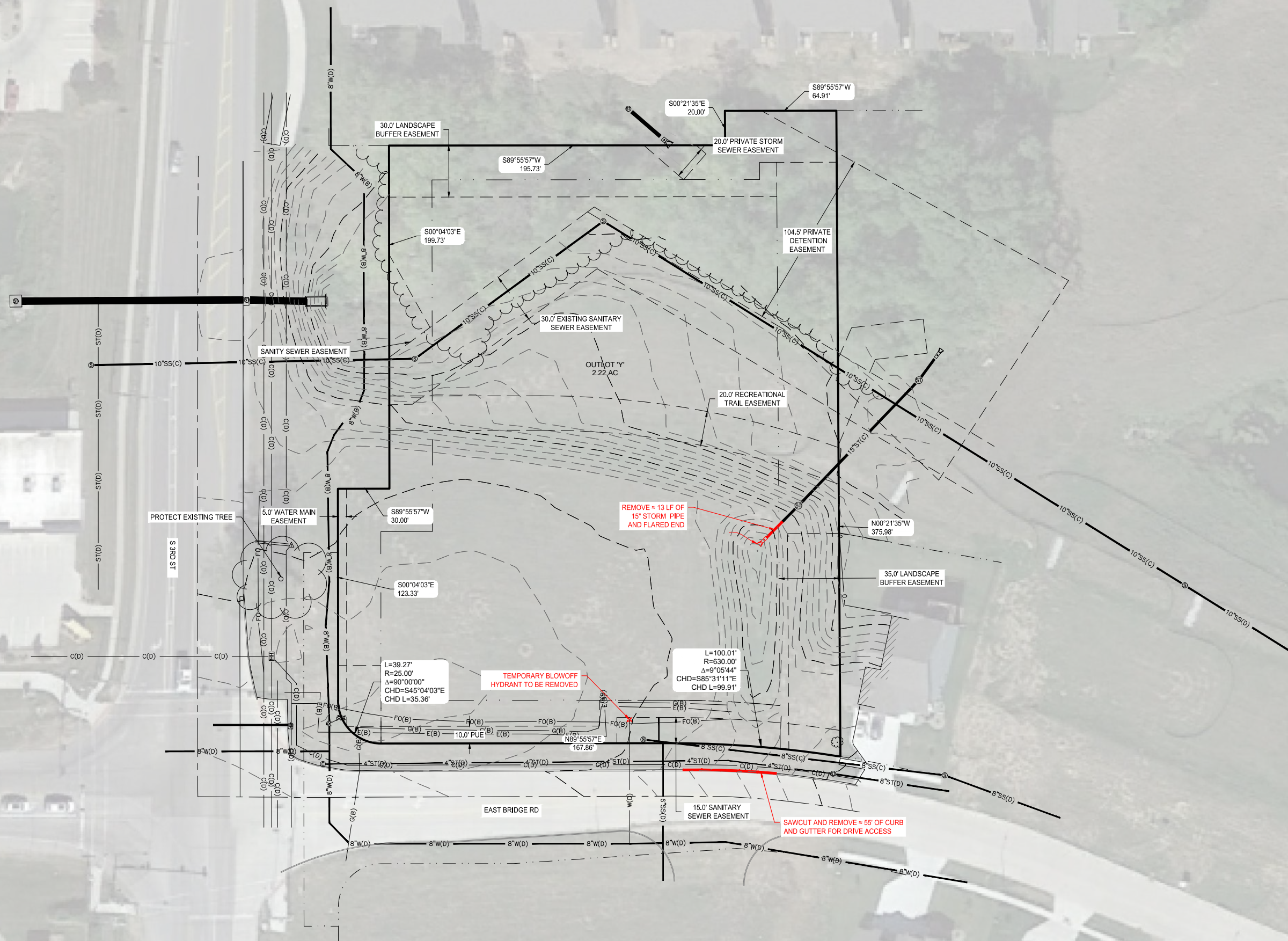
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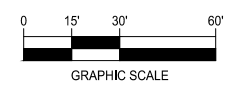
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EXISTING CONDITIONS AND REMOVALS



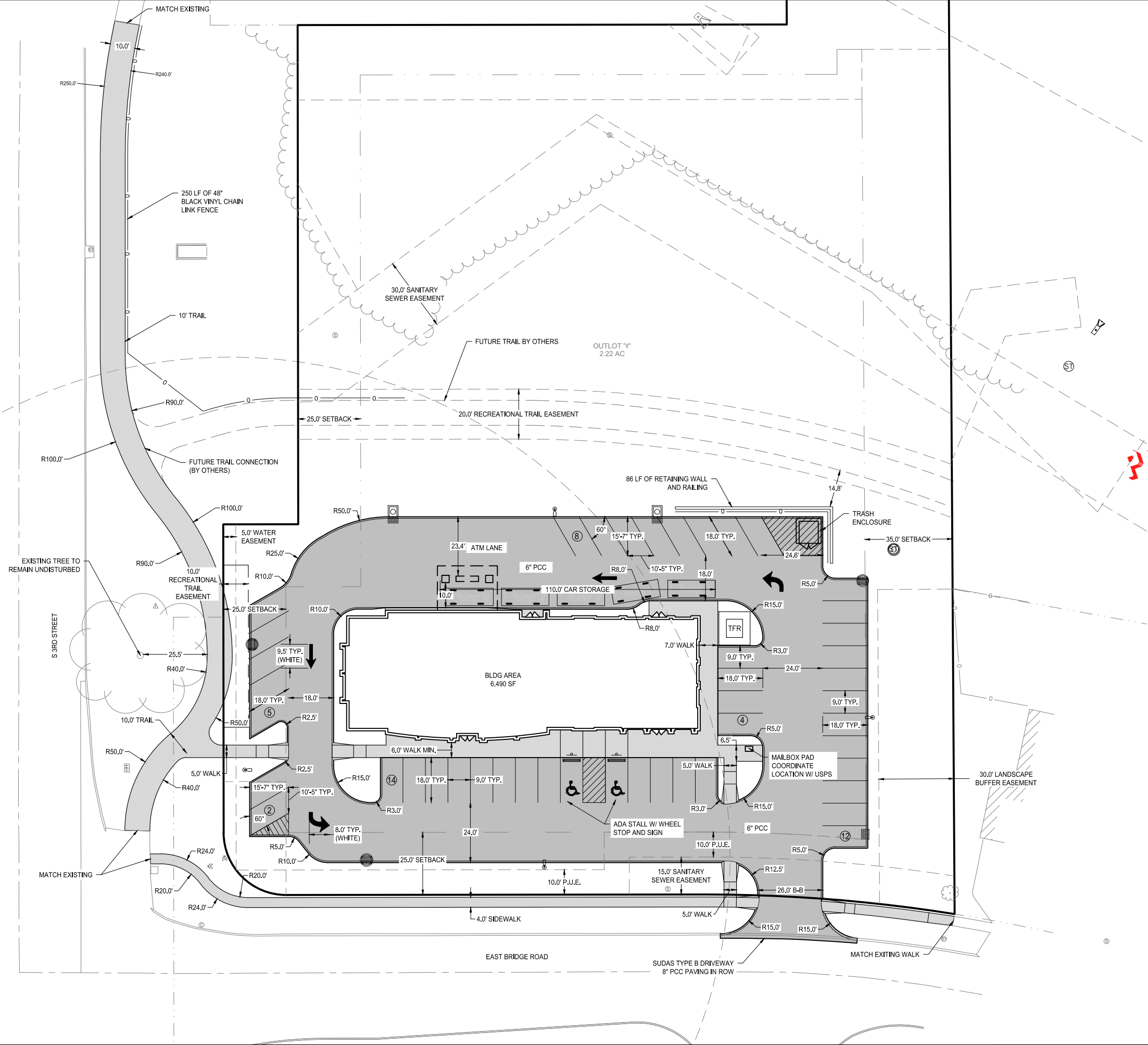
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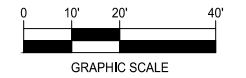
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OVERALL SITE PLAN



NORTH



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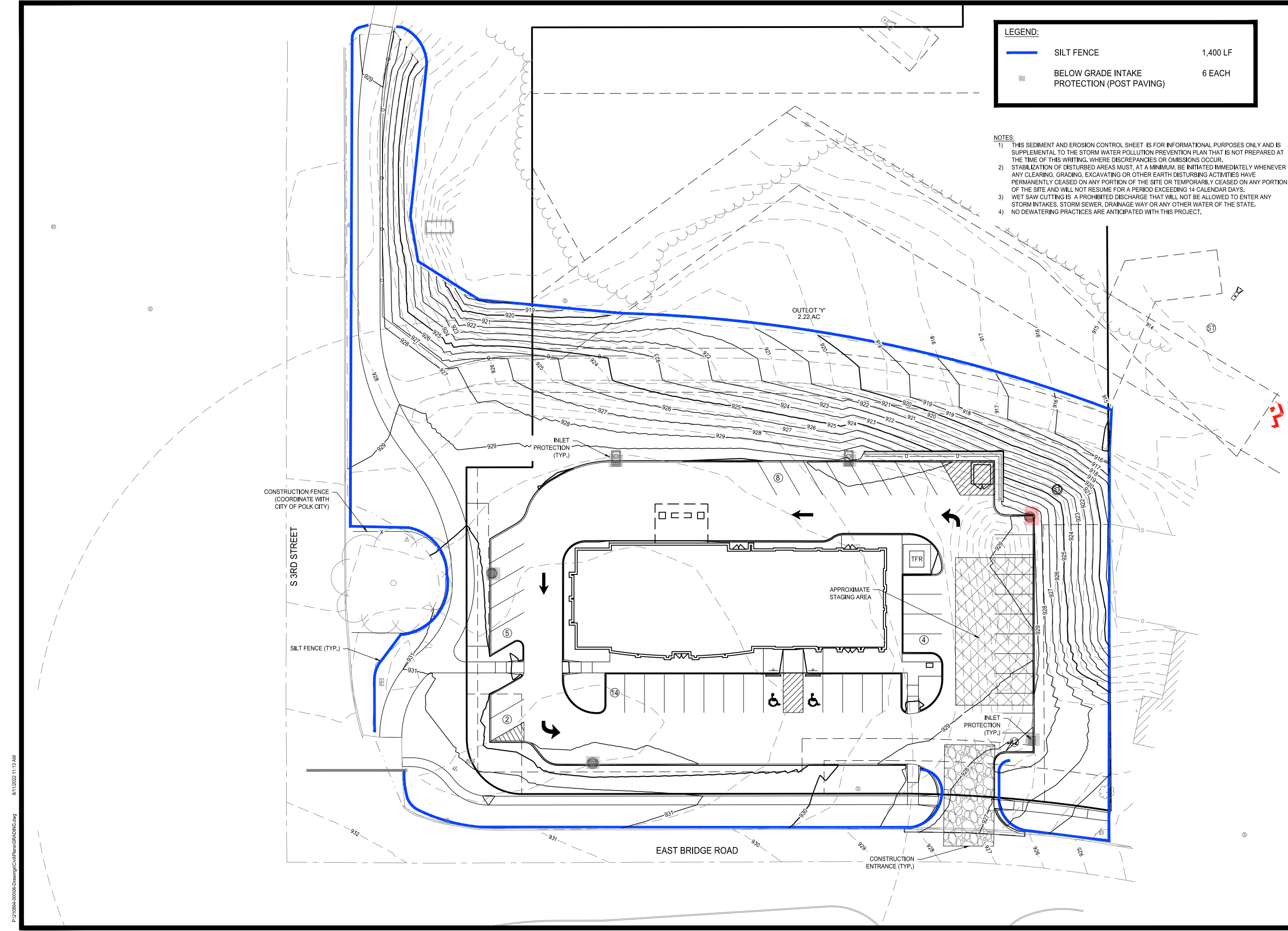
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LEGEND:

	SILT FENCE	1,400 LF
	BELOW GRADE INTAKE PROTECTION (POST PAVING)	6 EACH

- NOTES:**
- 1) THIS SEDIMENT AND EROSION CONTROL SHEET IS FOR INFORMATIONAL PURPOSES ONLY AND IS SUPPLEMENTAL TO THE STORM WATER POLLUTION PREVENTION PLAN THAT IS NOT PREPARED AT THE TIME OF THIS WRITING. WHERE DISCREPANCIES OR OMISSIONS OCCUR.
 - 2) STABILIZATION OF DISTURBED AREAS MUST, AT A MINIMUM, BE INITIATED IMMEDIATELY WHENEVER ANY CLEARING, GRADING, EXCAVATING OR OTHER EARTH DISTURBING ACTIVITIES HAVE PERMANENTLY CEASED ON ANY PORTION OF THE SITE OR TEMPORARILY CEASED ON ANY PORTION OF THE SITE AND WILL NOT RESUME FOR A PERIOD EXCEEDING 14 CALENDAR DAYS.
 - 3) WET SAW CUTTING IS A PROHIBITED DISCHARGE THAT WILL NOT BE ALLOWED TO ENTER ANY STORM INTAKES, STORM SEWER, DRAINAGE WAY OR ANY OTHER WATER OF THE STATE.
 - 4) NO DEWATERING PRACTICES ARE ANTICIPATED WITH THIS PROJECT.

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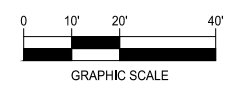
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SEDIMENT AND EROSION CONTROL



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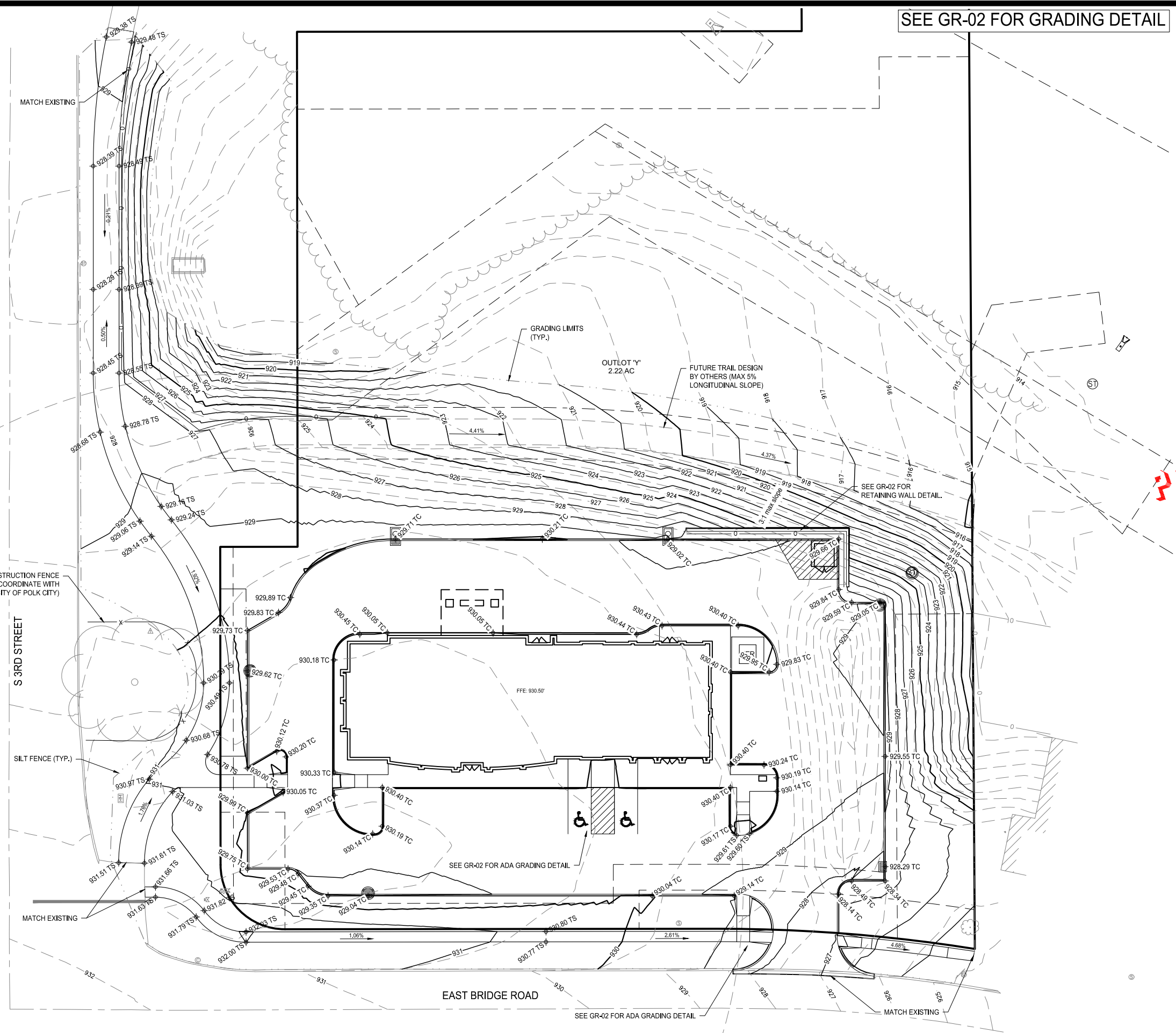
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SEE GR-02 FOR GRADING DETAIL

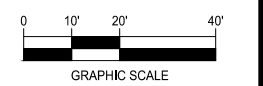
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GRADING PLAN



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 210894-000
 FEBRUARY 23, 2022

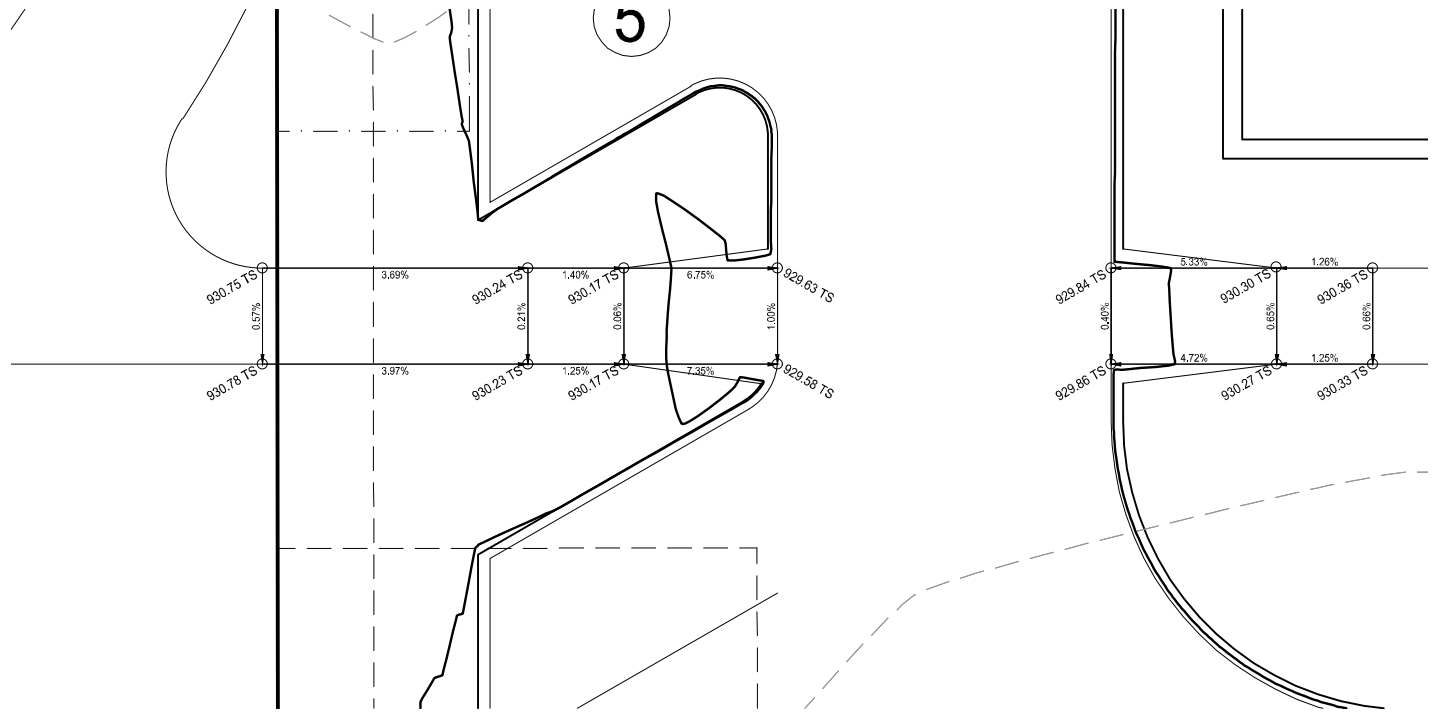
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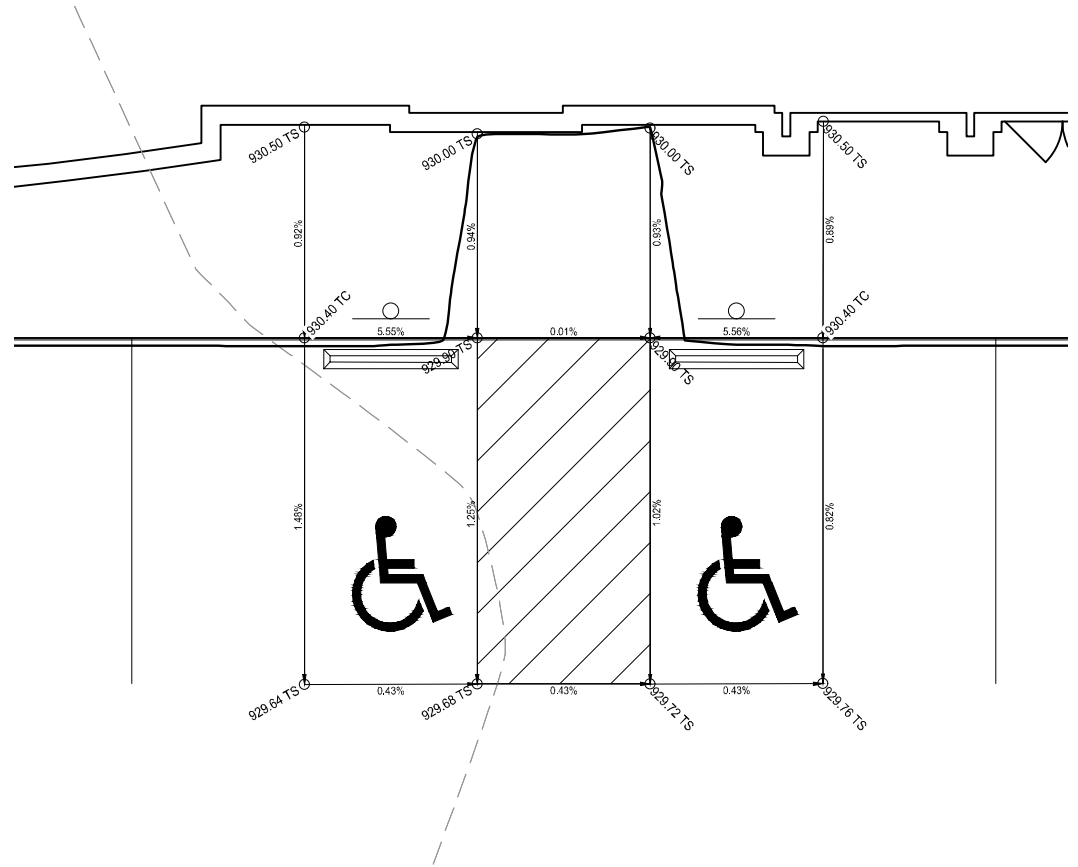
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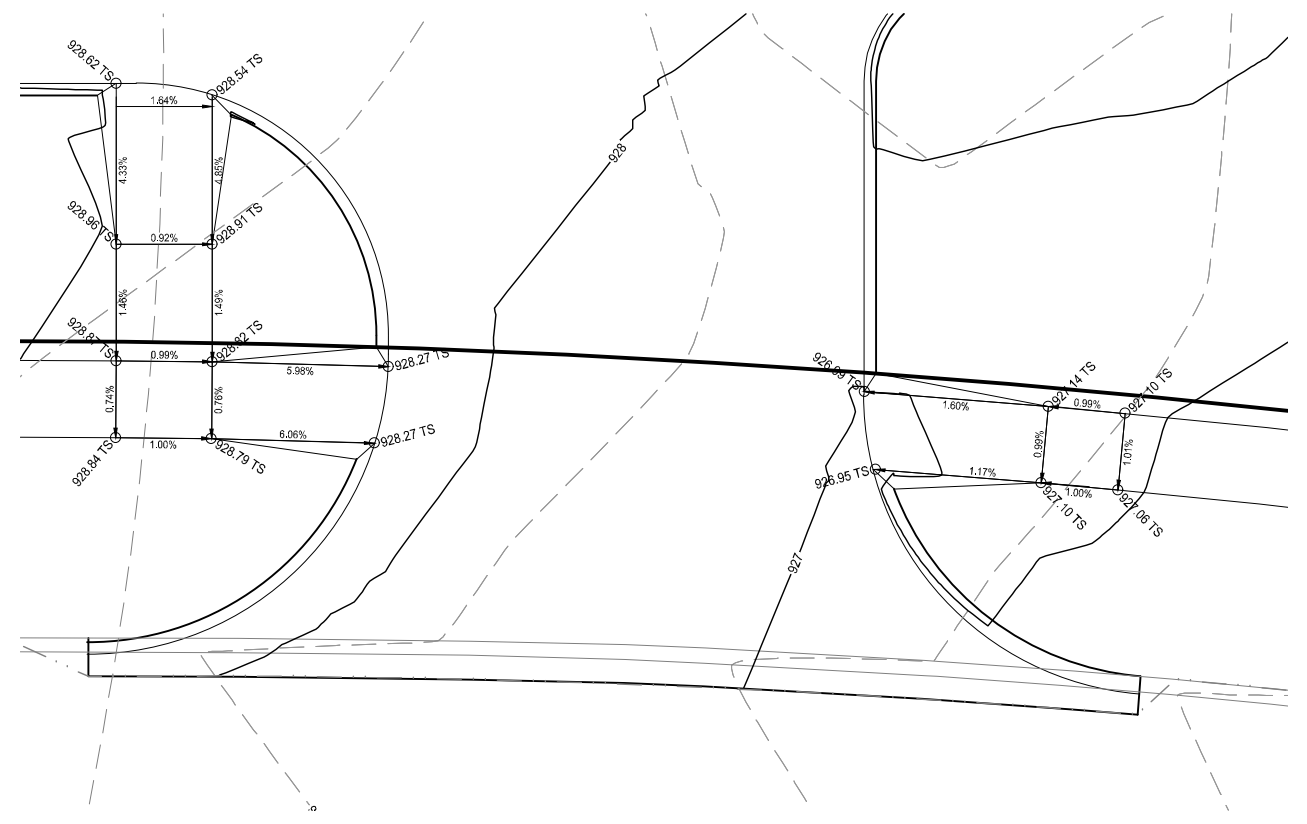
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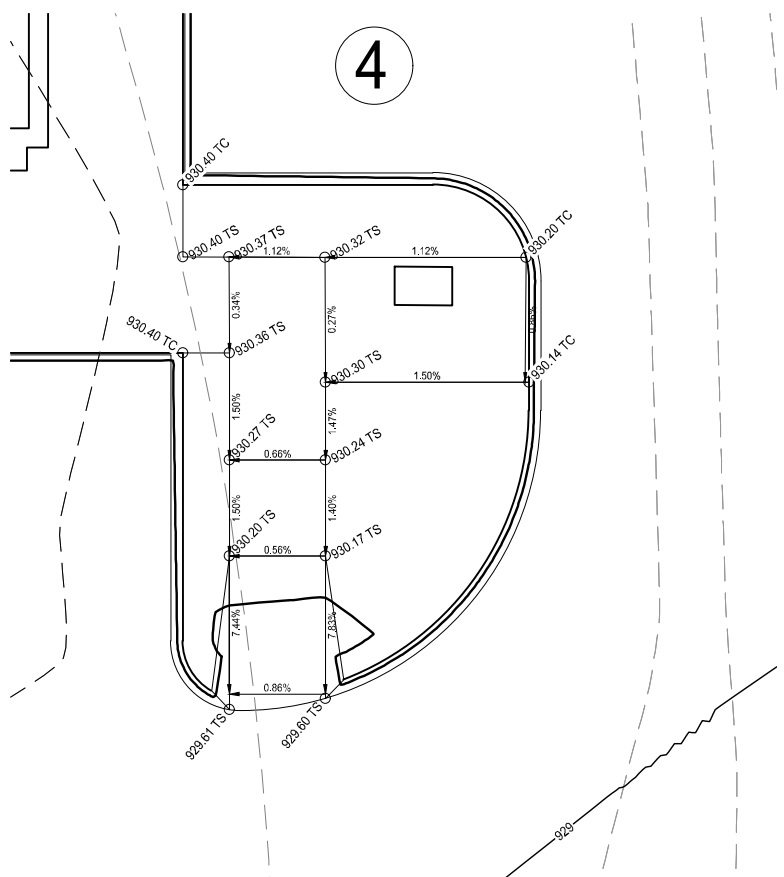
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SCALE: 1" = 5'



GRADING DETAIL - A.D.A. PARKING
SCALE: 1" = 5'

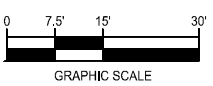


GRADING DETAIL - SIDEWALK AT ENTRANCE
SCALE: 1" = 5'



GRADING DETAIL - MAILBOX PAD
SCALE: 1" = 5'

GRADING PLAN



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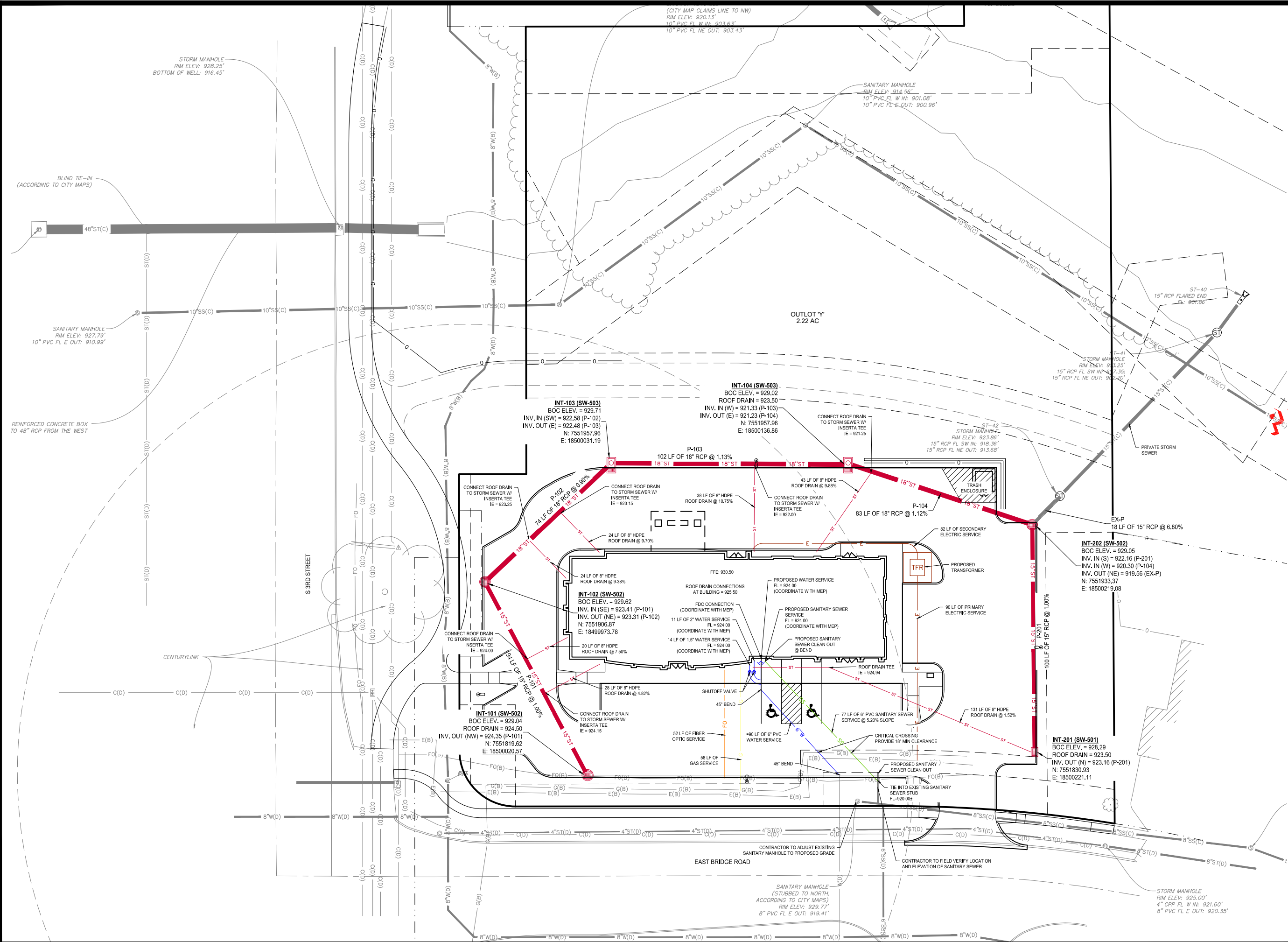
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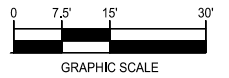
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UTILITY PLAN



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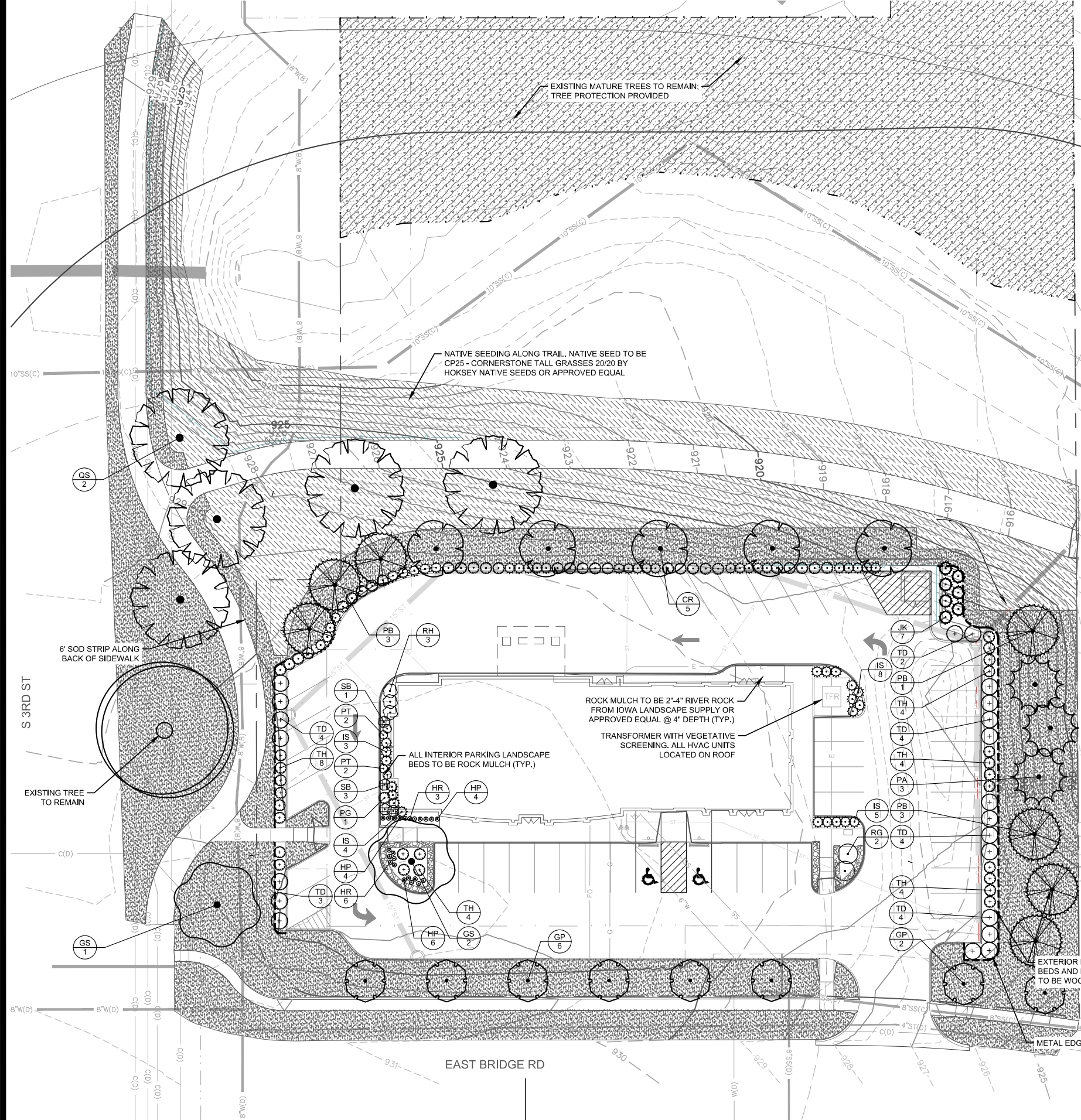
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LANDSCAPE REQUIREMENTS

PER SECTION 165 OF THE CITY OF POLK CITY, IOWA UNIFIED DEVELOPMENT ORDINANCE:

MINIMUM PLANT UNIT REQUIREMENTS

OPEN SPACE (165.19.1)	REQUIREMENT	PROVIDED
LOT 15	2 TREES PER 3,000 SQFT OPEN SPACE (33,331 SQFT DEVELOPED) 6 SHRUBS PER 3,000 SQFT OPEN SPACE	22 TREES REQUIRED - 22 NEW TREES PROVIDED 66 SHRUBS REQUIRED - 60 SHRUBS AND 23 PERENNIALS PROVIDED
VEHICLE USE AREA PLANTINGS (165.19.2)	REQUIREMENT	PROVIDED
PLANT SQUARE FOOTAGE (PSF)	20% PARKING LOT AREA TO BE PSF (24,510 SQFT)	4,902 PSF REQUIRED
PARKING LOT TREES	1 TREE PER 700 SQFT OF PSF (4,902 SQFT)	7 TREES REQUIRED - 7 PROVIDED
SCREENING (165.19.4)	REQUIREMENT	PROVIDED
EAST PROPERTY LINE	SCREEN TYPE B (SEMI-OPAQUE SCREENING)	PROVIDED PER PLAN (24 SHRUBS AND 7 EVERGREEN TREES PROVIDED)
NORTH SIDE OF PROPERTY	30' BUFFER	EXISTING MATURE TREES WILL BE PROTECTED AND MAINTAINED TO FULFILL 30' BUFFER

PLANT LEGEND (FULL SCHEDULE ON LA-02)

TREES	BOTANICAL / COMMON NAME
GP	Ginkgo biloba 'Princeton Sentry' / Princeton Sentry Ginkgo (Male Var. Only)
GS	Gleditsia triacanthos inermis 'Skycole'™ / Skyline Honey Locust
QS	Quercus shumardii / Shumard Oak
EVERGREEN TREES	BOTANICAL / COMMON NAME
JK	Juniperus chinensis 'Keteleeri' / Keteleeri Juniper
PB	Picea glauca densata / Black Hills Spruce
PA	Picea pungens 'Fat Albert' / Fat Albert Spruce
ORNAMENTAL TREES	BOTANICAL / COMMON NAME
CR	Cercis canadensis 'Royal White' / Royal White Redbud
SHRUBS	BOTANICAL / COMMON NAME
RH	Hydrangea quercifolia 'Ruby Slippers' / Ruby Hydrangea
PT	Physocarpus opulifolius 'SMPOTW' / Tiny Wine Ninebark
RG	Rhus aromatica 'Gro-Low' / Gro-Low Sumac
SB	Spiraea betulifolia 'Pink Sparkler' / Pink Sparkler Spirea Improved Birchleaf
EVERGREEN SHRUBS	BOTANICAL / COMMON NAME
IS	Ilex glabra 'Shamrock' / Shamrock Inkberry Holly
PG	Picea pungens 'Glaucia Globosa' / Blue Globe Colorado Spruce
TD	Taxus x media 'Densiformis' / Dense Yew
TH	Thuja occidentalis 'Hetz Midget' / Hetz Midget Arborvitae
PERENNIALS	BOTANICAL / COMMON NAME
HP	Hemerocallis x 'Pardon Me' / Pardon Me Daylily
HR	Hemerocallis x 'Rosy Returns' / Rosy Returns Daylily
GROUND COVERS	BOTANICAL / COMMON NAME
[Symbol]	Existing Tree to Remain / 4" Cal or Larger Existing Trees
[Symbol]	Festuca var. / Heat-Tolerant Fescue Sod
[Symbol]	Native Seed Mix - CP25 Cornerstone Tall Grass 20/20 / From Hoksey Native Seeds or App. Equal
[Symbol]	Rock Mulch / Native River Rock

1 LANDSCAPE PLAN
1" = 20'

2 PLANT LEGEND
NTS

**HOME STATE BANK
SITE PLAN**
POLK CITY, IOWA
210894-000
FEBRUARY 23, 2022






















REVISIONS

ENGINEER: T SMITH
DRAWN BY: A DEPRIEST
CHECKED BY: FIELD BOOK NO.
DRAWING NO.: SHEET NO.
LA-01 9 / 13

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PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL
	GP	8	Ginkgo biloba 'Princeton Sentry' / Princeton Sentry Ginkgo (Male Var. Only)	B & B	1.5'Cal
	GS	2	Gleditsia triacanthos inermis 'Skycole'™ / Skyline Honey Locust	B & B	1.5'Cal
	QS	5	Quercus shumardii / Shumard Oak	B & B	1.5'Cal
EVERGREEN TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL
	JK	7	Juniperus chinensis 'Keteleeri' / Keteleeri Juniper	B & B	6' Ht.
	PB	7	Picea glauca densata / Black Hills Spruce	B & B	6' Ht.
	PA	3	Picea pungens 'Fat Albert' / Fat Albert Spruce	B & B	6' Ht.
ORNAMENTAL TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL
	CR	5	Cercis canadensis 'Royal White' / Royal White Redbud	B & B	1.5'Cal
SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT	
	RH	3	Hydrangea quercifolia 'Ruby Slippers' / Ruby Hydrangea	3 gal	
	PT	4	Physocarpus opulifolius 'SMPOTW' / Tiny Wine Ninebark	3 gal	
	RG	2	Rhus aromatica 'Gro-Low' / Gro-Low Sumac	3 gal	
	SB	4	Spiraea betulifolia 'Pink Sparkler' / Pink Sparkler Spirea Improved Birchleaf	3 gal	
EVERGREEN SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT	
	IS	50	Ilex glabra 'Shamrock' / Shamrock Inkberry Holly	3 gal	
	PG	31	Picea pungens 'Glauca Globosa' / Blue Globe Colorado Spruce	3 gal	
	TD	22	Taxus x media 'Densiformis' / Dense Yew	3 gal	
	TH	24	Thuja occidentalis 'Hetz Midget' / Hetz Midget Arborvitae	3 gal	
PERENNIALS	CODE	QTY	BOTANICAL / COMMON NAME	CONT	
	HP	14	Hemerocallis x 'Pardon Me' / Pardon Me Daylily	1 gal	
	HR	9	Hemerocallis x 'Rosy Returns' / Rosy Returns Daylily	1 gal	
GROUND COVERS	CODE	QTY	BOTANICAL / COMMON NAME	CONT	
	ET	19,819 sf	Existing Tree to Remain / 4" Cal or Larger Existing Trees	SF	
	FH	22,220 sf	Festuca var. / Heat-Tolerant Fescue Sod	SF	
	NS	14,416 sf	Native Seed Mix - CP25 Cornerstone Tall Grass 20/20 / From Hoksey Native Seeds or App. Equal	SF	
	RR	592 sf	Rock Mulch / Native River Rock	SF	

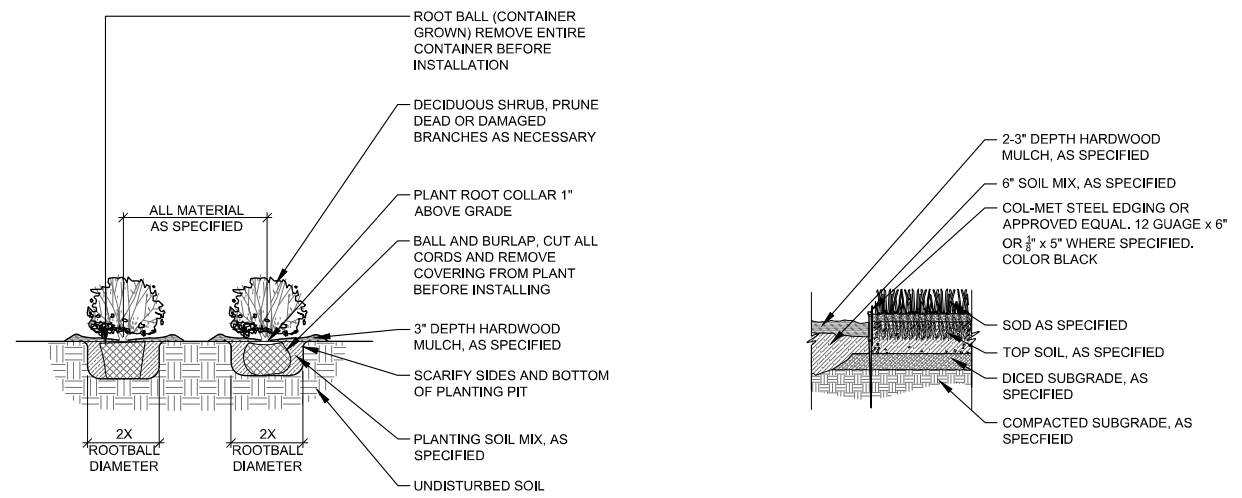
LANDSCAPE NOTES:

- THIS LANDSCAPE PLAN IS DESIGNED TO BE IN CONFORMANCE WITH THE POLK CITY, IOWA UNIFIED DEVELOPMENT STANDARDS AND SHALL FUNCTION AS PART OF A COORDINATED DOCUMENT. THE LANDSCAPE ARCHITECT WILL COORDINATE CLOSELY WITH THE CITY OF POLK CITY, IOWA TO MAKE SURE FINAL DEVELOPMENT AND PERMIT PLANS ARE IN CONFORMANCE WITH THIS CODE.
- FIELD VERIFY UTILITIES SHOWN ON PLANS PRIOR TO WORK COMMENCEMENT. INFORMATION SHOWN ON PLAN IS FROM AVAILABLE INFORMATION AND ALL LOCATIONS SHOWN SHOULD BE CONSIDERED APPROXIMATE. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGE TO UTILITIES MADE FROM CONSTRUCTION ACTIVITY. IMMEDIATELY NOTIFY PROJECT LANDSCAPE ARCHITECT AND ENGINEER IF DISCREPANCIES ARISE.
- COMPLETE REQUIRED LANDSCAPING FOR THE ENTIRE SITE IN CONFORMANCE TO THE PLANS AND SPECIFICATIONS, INCLUDING BUT NOT LIMITED TO: SEEDED AREAS, SODDED AREAS, NATIVE VEGETATION, SHRUB BEDS, PARKING LOT ISLANDS, AND SITE CLEAN-UP.
- VERIFY QUANTITIES PRIOR TO COMMENCING WORK. REPORT DISCREPANCIES TO THE LANDSCAPE ARCHITECT. PLANT MATERIAL TO BE SPACED AS SHOWN, UNLESS OTHERWISE NOTED.
- VEGETATION SUBSTITUTIONS SHALL BE APPROVED BY PROJECT LANDSCAPE ARCHITECT. SUBSTITUTIONS MADE WITHOUT WRITTEN APPROVAL WILL BE REPLACED WITH APPROVED SELECTIONS AT CONTRACTOR'S COST.
- DISTURBED AREAS DUE TO CONSTRUCTION ACTIVITIES NOT IDENTIFIED ON THESE PLANS SHALL BE REPAIRED AND RESTORED TO ORIGINAL OR BETTER CONDITIONS AT CONTRACTOR'S COST. SOD SHALL BE PROVIDED FOR AREAS NOT DESIGNATED AS BEDS & PAVEMENT.
- CONTRACTOR SHALL COMPLY WITH APPLICABLE CODES AND ORDINANCES REGARDING LANDSCAPING, REFER TO SPECIFICATIONS FOR PLANT MATERIAL, SOILS, AND INSTALLATION METHODS.
- PLANT MATERIAL SHALL COMPLY WITH ALL SIZING AND GRADING STANDARDS OF LATEST EDITION OF "AMERICAN STANDARD FOR NURSERY STOCK".
- INSTALL PLANT MATERIAL IN ACCORDANCE WITH THE AMERICAN ASSOCIATION OF NURSERYMEN LANDSCAPE STANDARDS.
- INSTALL FINISHED GRADES OF SOD, LANDSCAPE BEDS, AND MULCH 1/2" TO 1" BELOW ABUTTING PAVEMENT SURFACES TO ALLOW UNINHIBITED DRAINAGE TO NON-PAVEMENT SURFACES.
- MULCH TO 3" MIN. DEPTH WITH DARK BROWN, DOUBLE SHREDDED HARDWOOD MULCH FOR ALL TREE AND LANDSCAPE BEDS OR AS SPECIFIED. PINE STRAW, BARK MULCH, GORILLA HAIR, OR EQUIVALENT IS NOT AN ACCEPTABLE MULCH. ROCK MULCH TO 3" MIN. DEPTH PER PLANS OR AS SPECIFIED. ADD PREEN OR SNAPSHOT TO LANDSCAPE BEDS BEFORE AND AFTER MULCHING FROM MARCH 1 TO OCTOBER 1; IF WINTER INSTALLATION, RETURN NEXT SPRING & INSTALL PREEN/SNAPSHOT WITH NEW MULCH. INSTALL PLANTING BEDS AND ROCK BEDS WITH SPECIFIED WEED BARRIER FABRIC UNDERLAYMENT.

- REMOVE ALL TWINE, WIRE, AND BURLAP FROM TREE AND SHRUB ROOT BALLS. REMOVE ALL PLASTIC WRAP, FABRIC ROPE, ROT PROOF WRAP, AND PLANT IDENTIFICATION TAGS.
- STAKE ALL TREES WITH A MINIMUM OF TWO (2) STAKES. STAKES TO BE REMOVED AFTER ONE (1) YEAR OF INSTALLATION BY TENANT.
- TREES SHALL NOT BE PLANTED CLOSER THAN EIGHT HORIZONTAL FEET OF UNDERGROUND UTILITIES UNLESS OTHERWISE NOTED OR PER PLANS. MODIFICATIONS TO TREE PLACEMENT SHALL BE COORDINATED WITH THE LANDSCAPE ARCHITECT AND CAN BE SUBJECT TO CITY REVIEW AND APPROVAL. CONTRACTOR IS RESPONSIBLE FOR UNAPPROVED RELOCATION(S) OR MODIFICATION(S) TO TREE LOCATIONS.
- TREE TIES SHALL BE DEWITT 20" STRAPS FOR TREE STAKING. USE 10 GAUGE ELECTRIC WIRE. TREES AND STAKES SHALL BE STRAIGHT, PLUMB AND TAUT. TREE STAKES TO BE REMOVED WINTER OF YEAR 2 AFTER INSTALLATION.
- PROVIDE NATURAL TOPSOIL THAT IS FERTILE, FRIABLE, WITHOUT MIXTURE OF SUBSOIL MATERIALS, AND OBTAINED FROM A WELL DRAINED, AVAILABLE SITE. IT SHALL NOT CONTAIN SUBSTANCES WHICH MAY BE HARMFUL TO PLANT GROWTH. TOPSOIL SHALL BE SCREENED AND FREE FROM CLAY, LUMPS, STONES, ROOTS, PLANTS, OR SIMILAR SUBSTANCES 1" OR MORE IN DIAMETER, DEBRIS, OR OTHER OBJECTS WHICH MIGHT BE A HINDRANCE TO PLANTING OPERATIONS. TOPSOIL SHALL CONTAIN AT LEAST 4-6% ORGANIC MATTER BY WEIGHT AND HAVE A PH RANGE OF 5.5 TO 7.0.
- PLANT MATERIAL AND IRRIGATION SYSTEM TO BE GUARANTEED FOR ONE (1) YEAR FROM THE DATE OF SUBSTANTIAL COMPLETION AND ACCEPTANCE. PLANT MATERIALS SHALL BE A ONE-TIME-REPLACEMENT AND RECORDS KEPT BY THE LANDSCAPE CONTRACTOR FOR ALL REPLACEMENTS.
- PLANT MATERIAL SHALL BE OF EXCELLENT QUALITY, FREE OF DISEASE & INFESTATION-TRUE TO TYPE, VARIETY, SIZE SPECIFIED, & FORM PER ANSI STANDARDS.
- WATER-IN EACH PLANT IMMEDIATELY FOLLOWING INSTALLATION AND CONTINUE WATERING ROUTINE UNTIL SUBSTANTIAL PROJECT COMPLETION. CONTRACTOR IS REQUIRED TO COORDINATE WATERING REQUIREMENTS TO THE OWNER THEREAFTER.
- DELEGATED DESIGN: IRRIGATE LANDSCAPED AND TURF AREAS SHALL BE WITH A PERMANENT, AUTOMATED SYSTEM. PROVIDE A DESIGN TO COVER THE NEW LANDSCAPE AREAS WITH HEAD TO HEAD COVERAGE. ONLY RAINBIRD OR HUNTER IRRIGATION PARTS & EQUIPMENT ARE TO BE USED. DRIP IS PERMITTED. CONTRACTOR TO PROVIDE SITE DRAWINGS DISPLAYING ALL PIPES, HEADS, VALVES, CONTROLLER, WIRE, AND SLEEVES. SLEEVES SHALL BE INSTALLED BY THE GENERAL CONTRACTOR AND COORDINATED WITH THE LANDSCAPE / IRRIGATION CONTRACTOR. 4" PVC SLEEVES WITH CAPS RECOMMENDED. PLACE SLEEVES AND MARK CLEARLY ABOVE GROUND FOR EASE OF FINDING. COORDINATE BACKFLOW, TAP & METER WITH THE GENERAL CONTRACTOR (GC) AND THE GC'S LICENSED PLUMBER. THE IRRIGATION DESIGN / SUBMITTALS SHALL BE SUBMITTED TO THE OWNER AND OWNER'S REPRESENTATIVE & LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO ORDERING OR INSTALLING ANY MATERIALS FOR THE IRRIGATION SYSTEM. GENERAL CONTRACTOR SHALL MAKE SURE THAT THE METER & BACKFLOW ARE COVERED IN THE BID, AS THE IRRIGATION CONTRACTOR IS LIKELY TO EXCLUDE THESE ITEMS. COORDINATE THESE ITEMS AND SLEEVES.

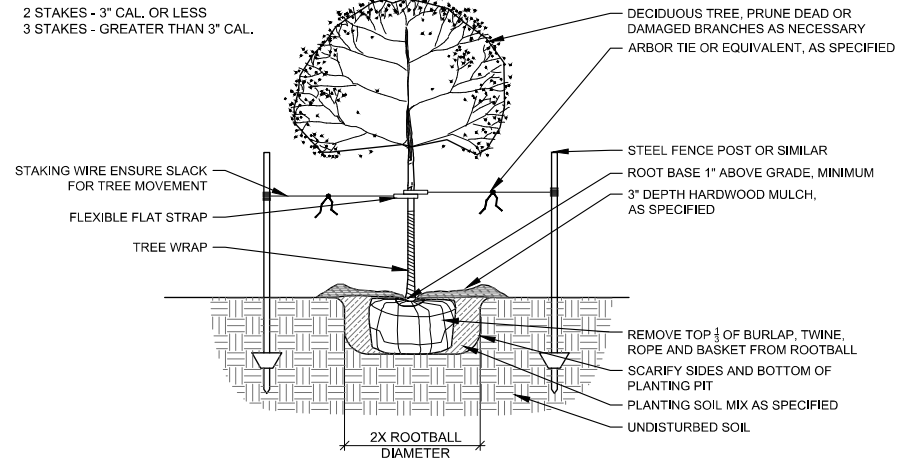
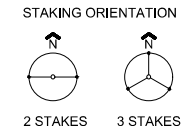
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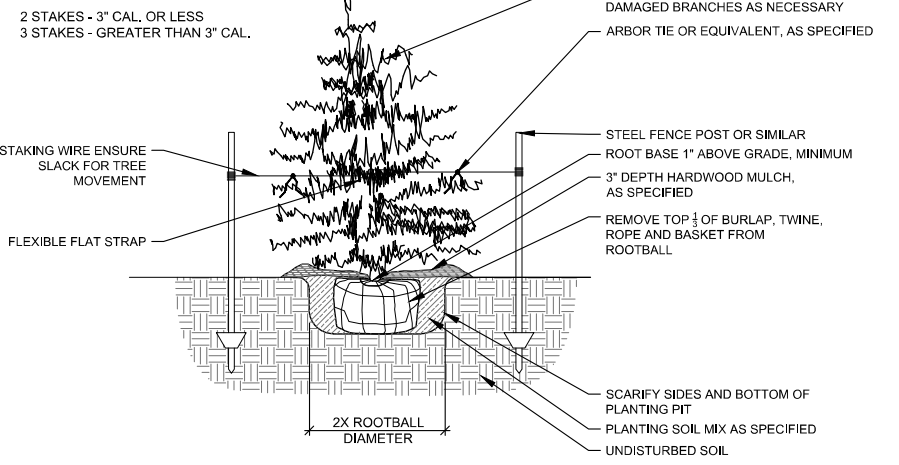
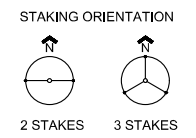


3 SHRUB AND PERENNIAL PLANTING
1/2" = 1'-0" 329333-04

4 METAL EDGING
1" = 1'-0" 329413.14-02



1 DECIDUOUS TREE PLANTING
1/2" = 1'-0" 329343.02-01



2 CONIFEROUS TREE PLANTING
1/2" = 1'-0" 329343.01-01

HOME STATE BANK
SITE PLAN
POLK CITY, IOWA
210894-000
FEBRUARY 23, 2022

REVISIONS

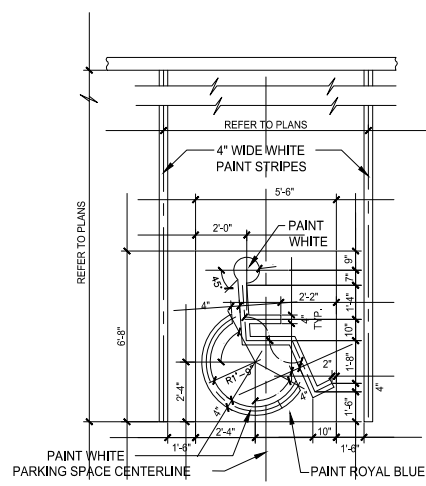
ENGINEER: T SMITH DRAWN BY: A DEPRIEST

CHECKED BY: FIELD BOOK NO.:

DRAWING NO. SHEET NO.
LA-03 11 / 13

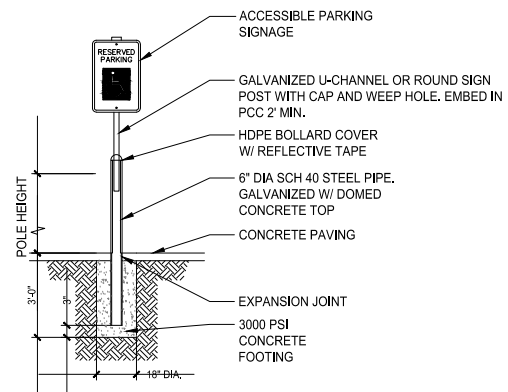
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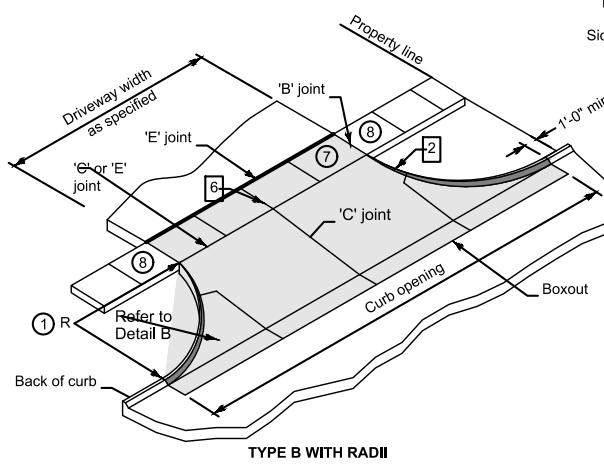
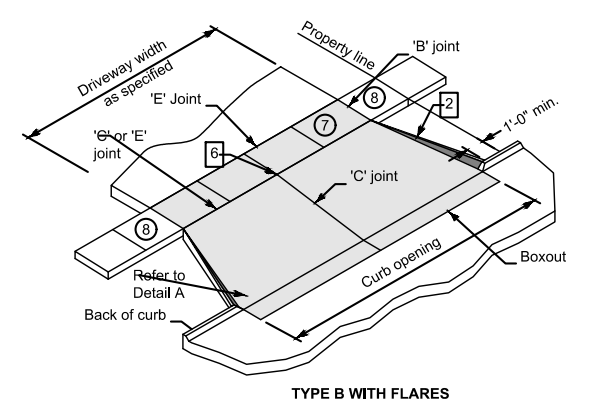


ACCESSIBLE PARKING SPACE PAINT DETAIL

NOTE: CENTER PAINTED SYMBOL IN THE MIDDLE OF PARKING SPACE OPENING.

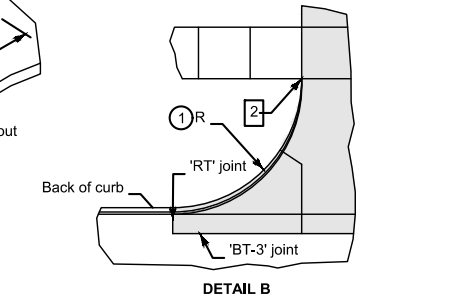
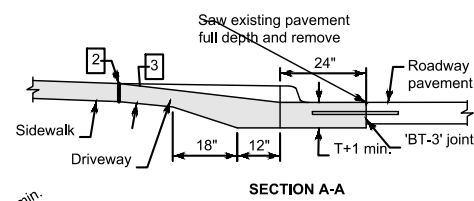
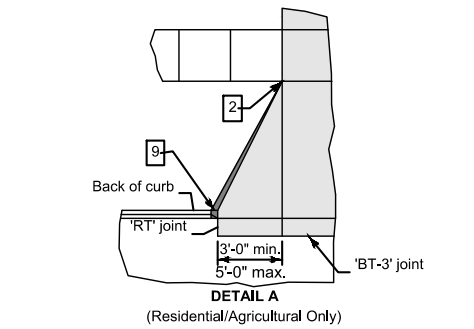


ACCESSIBLE PARKING SIGN DETAIL



SUDAS 7030.102 TYPE B - CONCRETE DRIVEWAY

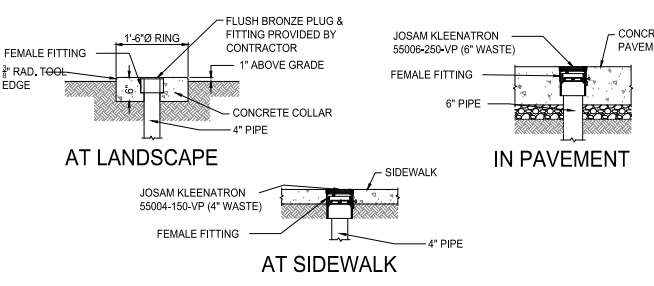
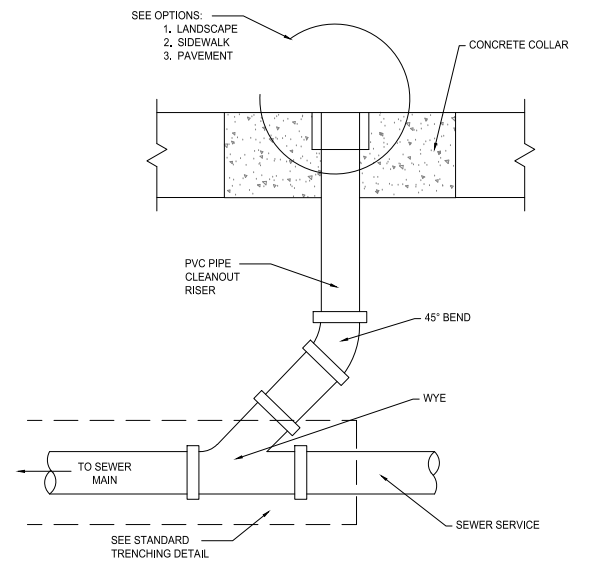
NO SCALE



- 1 Driveway radius (R). Residential: 10 foot minimum, 15 foot maximum. Commercial and industrial: As specified in the contract documents.
- 2 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.
- 3 Pavement thickness. Residential: 6 inches minimum. Commercial and industrial: 7 inches minimum.
- 4 Sidewalk thickness through driveway to match thickness of driveway.
- 5 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.
- 6 For alleys, invert the pavement crown 2% toward the center of the alley.
- 7 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.
- 8 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.
- 9 Transition street curb at minimum 1:1 slope to meet driveway curb.

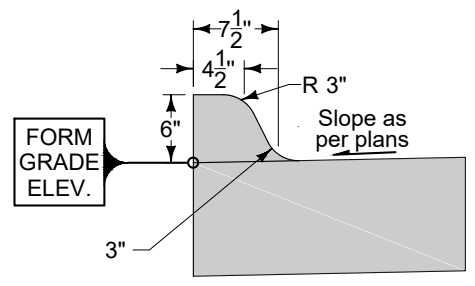
HANDICAPPED PARKING SPACE PAINT, ACCESSIBILITY AND SIGN DETAILS

NO SCALE



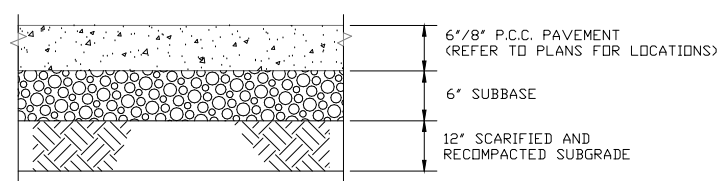
SEWER CLEANOUT DETAIL

NO SCALE



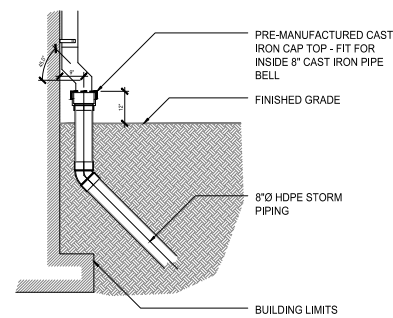
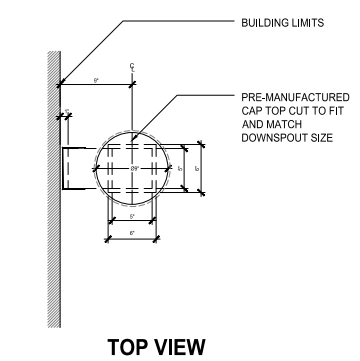
6" STANDARD CURB (SUDAS 7010.102)

NOT TO SCALE



TYPICAL PAVING SECTION

NOT TO SCALE



DOWNSPOUT CONNECTION AT BUILDING

NOT TO SCALE

PRELIMINARY

DETAILS

HOME STATE BANK
SITE PLAN
POLK CITY, IOWA
210894-000
FEBRUARY 23, 2022

REVISIONS

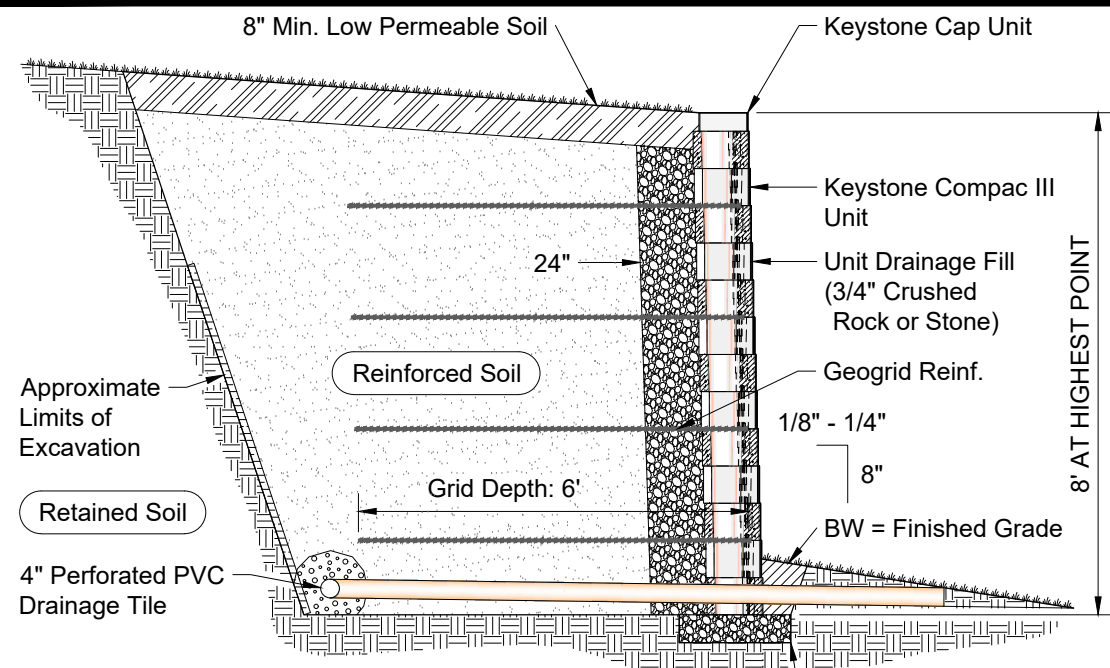
ENGINEER T SMITH
DRAWN BY R CORONA
CHECKED BY
FIELD BOOK NO.

DRAWING NO. DT-01
SHEET NO. 12 / 13

P:\210894-000-Drawing\Chit\Plans\DT-01.dwg 8/11/2022 11:14 AM

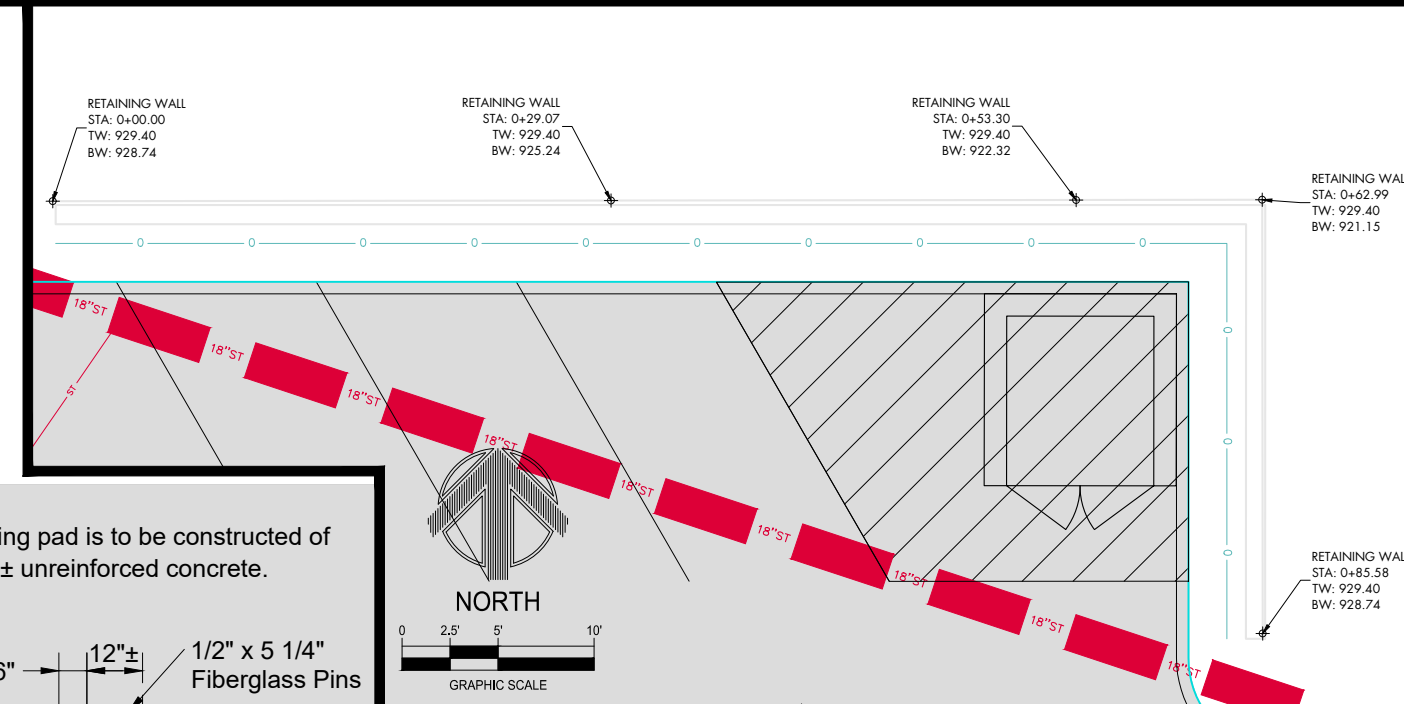
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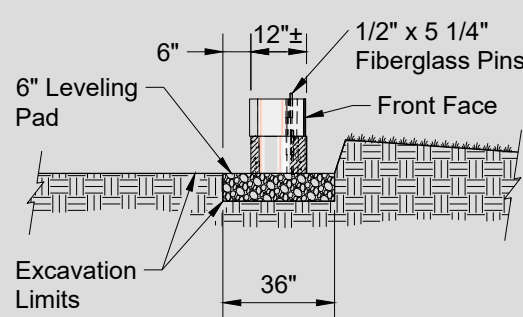


Note:
When site conditions require, wrap drainage tile in 3/4" aggregate and filter fabric with drainage composite or aggregate back drain system, as directed by geotechnical engineer.

Typical Reinforced Wall Section
Compac III Unit - Near Vertical Setback



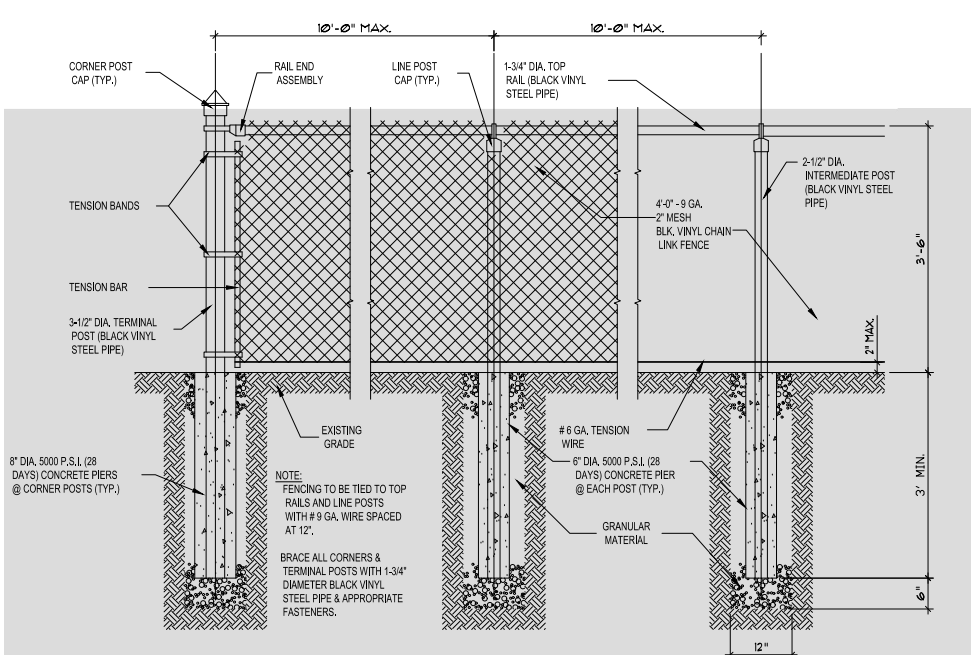
Note:
1. The leveling pad is to be constructed of 2000 psi ± unreinforced concrete.



Leveling Pad Detail

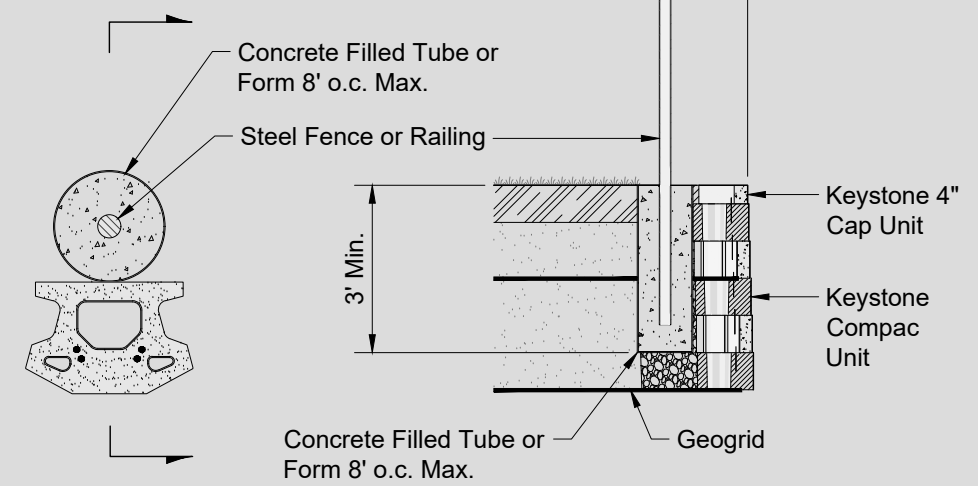
PRELIMINARY

RETAINING WALL DESIGN

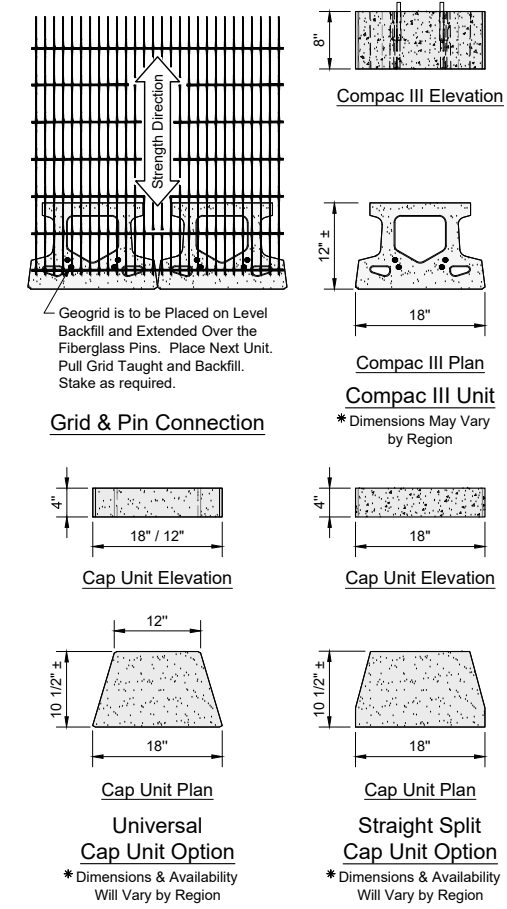


1 CHAIN LINK FENCE DETAIL
NOT TO SCALE

Note:
Concrete filled tube or form to be set during the wall construction, not drilled through geogrid afterwards when directly behind units.



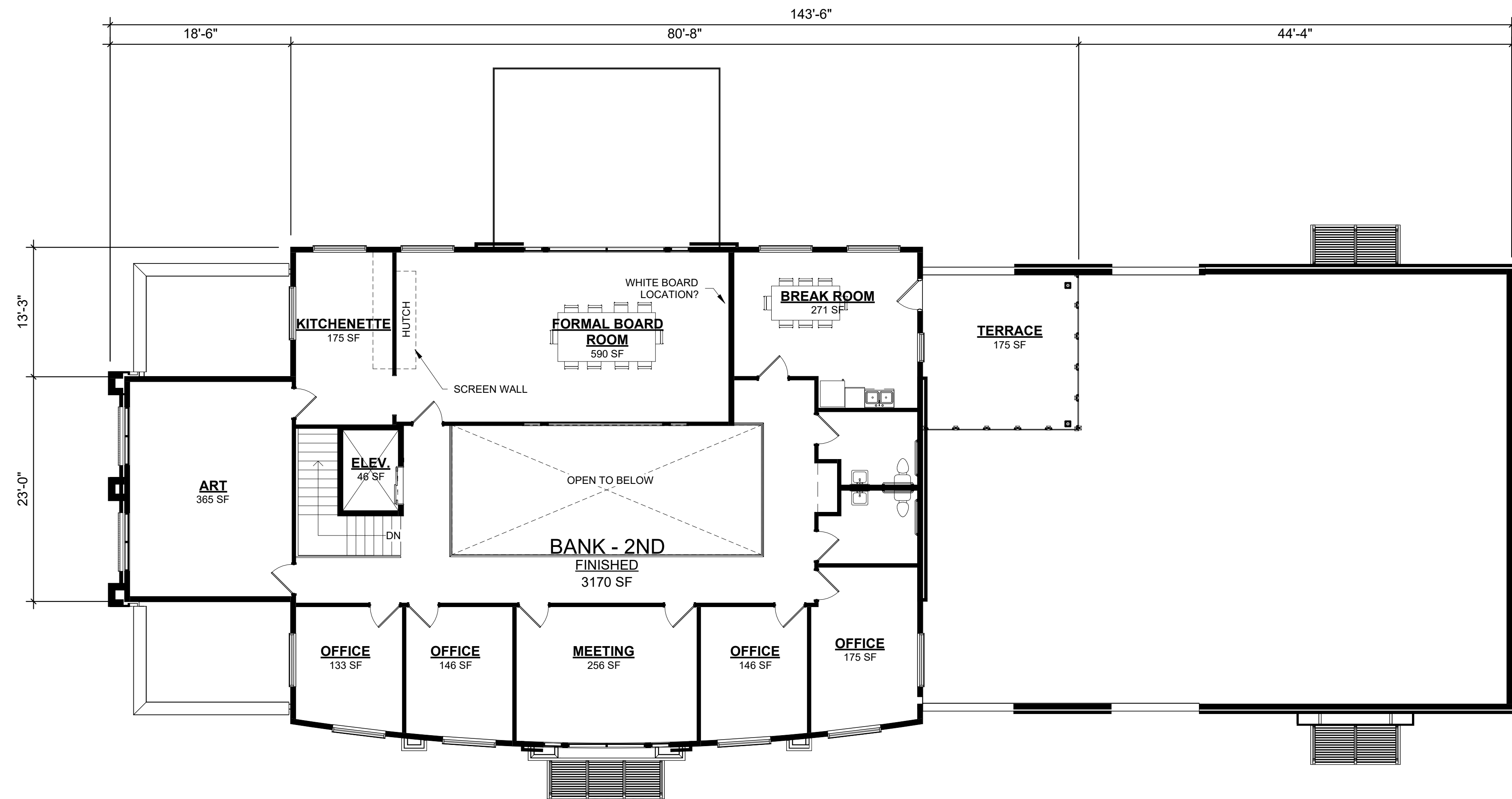
Fence Section & Plan Detail
Compac II Unit - Near Vertical Setback



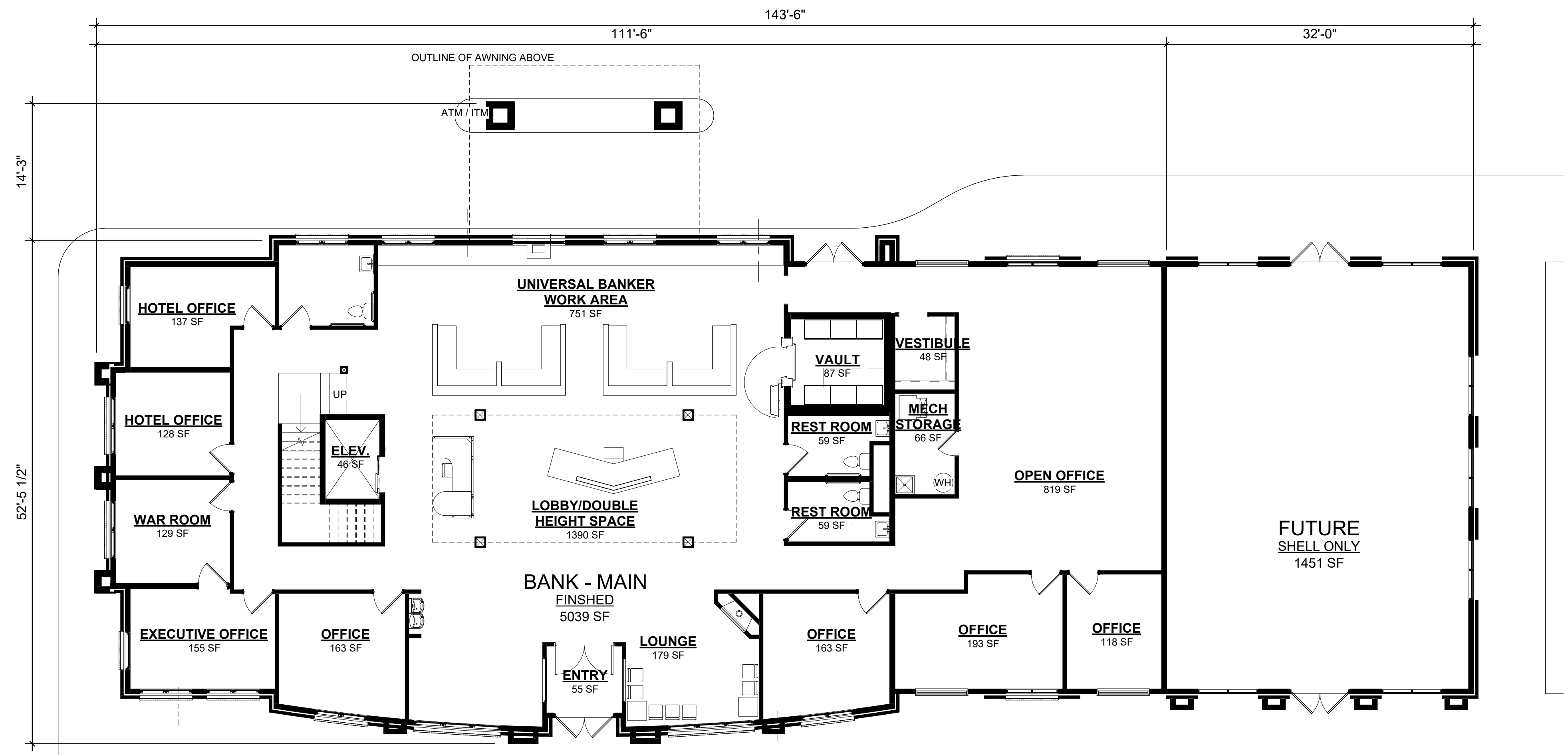
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POLK CITY, IOWA
210894-000
FEBRUARY 23, 2022

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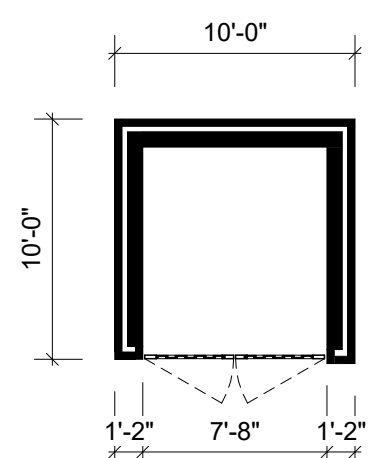
ENGINEER: T SMITH
DRAWN BY: R CORONA
CHECKED BY: FIELD BOOK NO.



2 2ND FLOOR
SCALE: 1/8" = 1'-0"



1 1ST FLOOR
SCALE: 1/8" = 1'-0"



3 DUMPSTER PLAN
SCALE: 1/8" = 1'-0"

MATERIAL SCHEDULE

Type Mark	Description	Area	Comments	FRONTAGE PERCENT
G1	STOREFRONT GLAZING	649 SF		55%
G2	WINDOWS - OTHER	528 SF		45%
		1177 SF		100%
EAST				
B2	BRICK - CHARCOAL GRAY VELOUR	1060 SF	EAST	70%
M2	STONE - PLAIN OHIO LIMESTONE	102 SF	EAST	7%
S1	HARDIE TEXTURED PANEL SMOOTH SAND - BLACK FOX SW 7020	355 SF	EAST	23%
		1518 SF		100%
NORTH				
B2	BRICK - CHARCOAL GRAY VELOUR	1621 SF	NORTH	60%
M2	STONE - PLAIN OHIO LIMESTONE	78 SF	NORTH	3%
S1	HARDIE TEXTURED PANEL SMOOTH SAND - BLACK FOX SW 7020	1021 SF	NORTH	38%
		2719 SF		100%
SOUTH				
B2	BRICK - CHARCOAL GRAY VELOUR	1364 SF	SOUTH	47%
M2	STONE - PLAIN OHIO LIMESTONE	435 SF	SOUTH	15%
S1	HARDIE TEXTURED PANEL SMOOTH SAND - BLACK FOX SW 7020	1090 SF	SOUTH	38%
		2889 SF		100%
WEST				
B2	BRICK - CHARCOAL GRAY VELOUR	578 SF	WEST	44%
M2	STONE - PLAIN OHIO LIMESTONE	225 SF	WEST	17%
S1	HARDIE TEXTURED PANEL SMOOTH SAND - BLACK FOX SW 7020	499 SF	WEST	38%
		1302 SF		100%



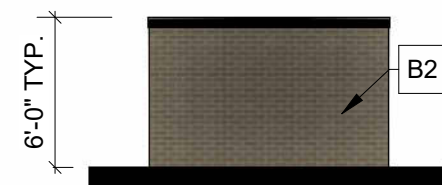
4 NORTH ELEVATION
SCALE: 1/8" = 1'-0"



3 EAST ELEVATION
SCALE: 1/8" = 1'-0"



2 WEST ELEVATION
SCALE: 1/8" = 1'-0"



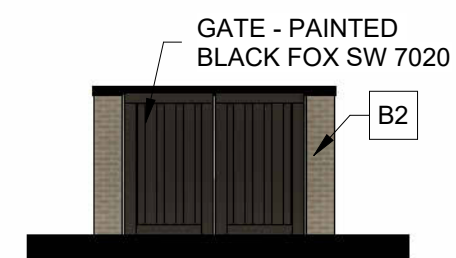
8 DUMPSTER NORTH
SCALE: 1/8" = 1'-0"



7 DUMPSTER EAST
SCALE: 1/8" = 1'-0"



6 DUMPSTER WEST
SCALE: 1/8" = 1'-0"



5 DUMPSTER SOUTH
SCALE: 1/8" = 1'-0"



1 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



1 **SOUTHWEST PERSPECTIVE**
SCALE:



2 **WEST PERSPECTIVE**
SCALE:



3 **SOUTH AERIAL VIEW**
SCALE:



4 **NORTHWEST AERIAL VIEW**
SCALE:

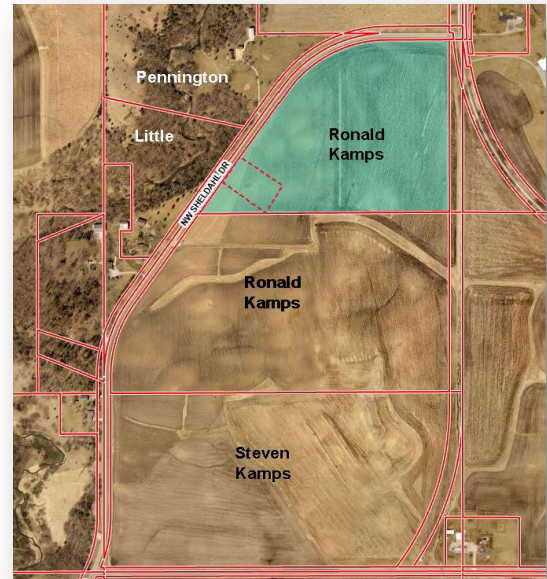
PLAT OF SURVEY IN 2-MILE EXTRA-TERRITORIAL AREA

Date: August 9, 2022
 Project: Kamps Plat of Survey

Prepared by: Kathleen Connor
 Project No.: 122.1007.01

GENERAL INFORMATION:

Applicant: Black Birch Homes
 Owner: Ronald G. Kamps
 Requested Action: Approval of P.O.S. for Parcel 2022-1095
 Location: East of NW Sheldahl Drive,
 Parcel Size: 2.63 acres, net
 Residual Parcel Size: 37.36 acres, net
 Current Zoning: Polk County – AG

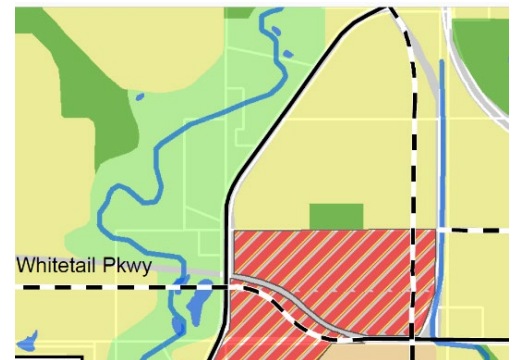


PROJECT DESCRIPTION:

On behalf of the applicant, Associated Engineering Company of Iowa has prepared a Rural Survey for the Kamps’ property highlighted in blue on the aerial photo. The property owners plan to split off a small lot, defined by the dashed line above, on the west side of this parcel so the property can be sold for the construction of a new home.

Polk County’s zoning for this approximately 40.36-acre property is AG – Agricultural, 38.34 acres of which will be defined as permanent as open space based on current zoning. Since the proposed 2.63-acre parcel is smaller than the 10 acre minimum size in Polk City’s A-1 zoning district, the city’s equivalent zoning becomes R-1 Single Family residential for review purposes. The setbacks shall need to meet or exceed Polk City’s R-1 requirements for lot size and width; including 125’ minimum width since sanitary sewer service is not available. The unbuildable residual parcel will be tied to Ronald Kamps’ parcel to the south.

Polk City’s amended Future Land Use Plan designates this entire 40.36-acre parcel as well as the 70.3-acre parcel to the south, both owned by Ronald Kamps, as low density residential. Steven Kamps abutting property on the south side of Ronald Kamps’ property has been designated for commercial/mixed-use. Whitetail Parkway/NW 126th Street is planned as a major east/west collector running through Steven Kamps’ parcel. A neighborhood park is planned for Ronald Kamps’ south parcel. A recreational trail is planned along the east side of all three parcels that will connect the High Trestle Trail to Polk City’s Regional Park in Big Creek Commons and eventually to the Neal Smith trail.



NW Sheldahl Drive is designated as a municipal arterial street on the Major Streets Plan in Polk City's 2016 Comprehensive Plan. Given the existing 50' wide half right-of-way, for the east half of the street, there is no need to designate additional right-of-way on Parcel 2022-1095.

No more than one driveway will be permitted from NW Sheldahl Drive from the new parcel. The Subdivision regulations require installation of a 5' wide public sidewalk along NW Sheldahl Drive. Staff recommends this sidewalk construction be deferred, provided the property owner signs the Petition and Waiver prepared by the City Attorney prior to Council approval of the plat.

Polk County Conservation is working with the property owner regarding a Recreational Trail Easement on the east side of Kamps' property, potentially within the vacated railroad right-of-way, for the High Trestle Trail/Polk City connector. The status of these negotiations is unknown.

Polk City Code may require the residual parcel to be platted. However, since the residual parcel will be combined with the abutting parcel to the south, the city agrees to waive this requirement.

Polk City Code requires any parcel of land being divided into two or more parcels to be a subdivision. However, since there are no public improvements associated with this land division, we recommend this requirement be waived, provided all review comments are addressed. However, the applicant should be aware that neither the subject parcel or the remnant parcel can be split again via a Plat of Survey; a Plat of Subdivision will be required.

REVIEW COMMENTS:

Pursuant to our review of the revised Plat of Survey, we offer the following comments which should be addressed prior to this item being presented to P&Z for their recommendation regarding approval:

1. Remove the 15' setback from the rear yard as it may create confusion with the 35' rear yard setback. (Minimum rear yard setback is 35 feet, minimum, per Polk City's R-1 regulations.)

RECOMMENDATION:

We recommend P&Z approval of the Plat of Survey for Parcel 2021-220 subject to the following:

1. The property owner shall sign a Petition & Waiver for a 5' public sidewalk along NW Sheldahl Drive prior to this item being presented for Council approval. The applicant shall be responsible for reimbursing the City of Polk City for recording fees and the City Clerk shall be responsible for recording the Petition & Waiver.
2. P&Z recommendations, if any, shall be addressed prior to this item being placed on the Council agenda.
3. Payment to the City Clerk for the Application Fee and Engineering Review Fees prior to Council action on this Plat of Survey.
4. Provision to the City Clerk of a signed copy of the Plat of Survey following approval by Polk County and recordation.

RESOLUTION NO. 2022-104

**A RESOLUTION APPROVING A PLAT OF SURVEY FOR
PARCEL NO. 2021-1095**

WHEREAS, Black Birch Homes on behalf of Ronald G. Kamps has submitted a Plat of Survey for an area of land to be known as Parcel No. 2022-1095, located within 2 miles of the corporate limits of Polk City, Iowa; and

WHEREAS, the intent of this Survey is to split off a small lot for the construction of a new home;

WHEREAS, the Polk City Planning and Zoning Commission reviewed this Plat of Survey and recommended its approval at their meeting on August 15, 2022; and

WHEREAS, the property owners have signed an Agreement to Install Sidewalk with the City deferring paving of the required 5' feet wide public sidewalk in front of the parcels until such time as the city deems necessary; 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. 2022-1095 and accepts the sidewalk deferral agreement subject to the applicant's payment of all professional fees and fees related to recordation of the sidewalk deferral agreement.

PASSED AND APPROVED the 22 day of August 2022.

Steve Karsjen, Mayor

ATTEST:

Jenny Coffin, City Clerk

PLAT OF SURVEY

RURAL SURVEY S1/2 NE1/4 SECTION 25-81-25

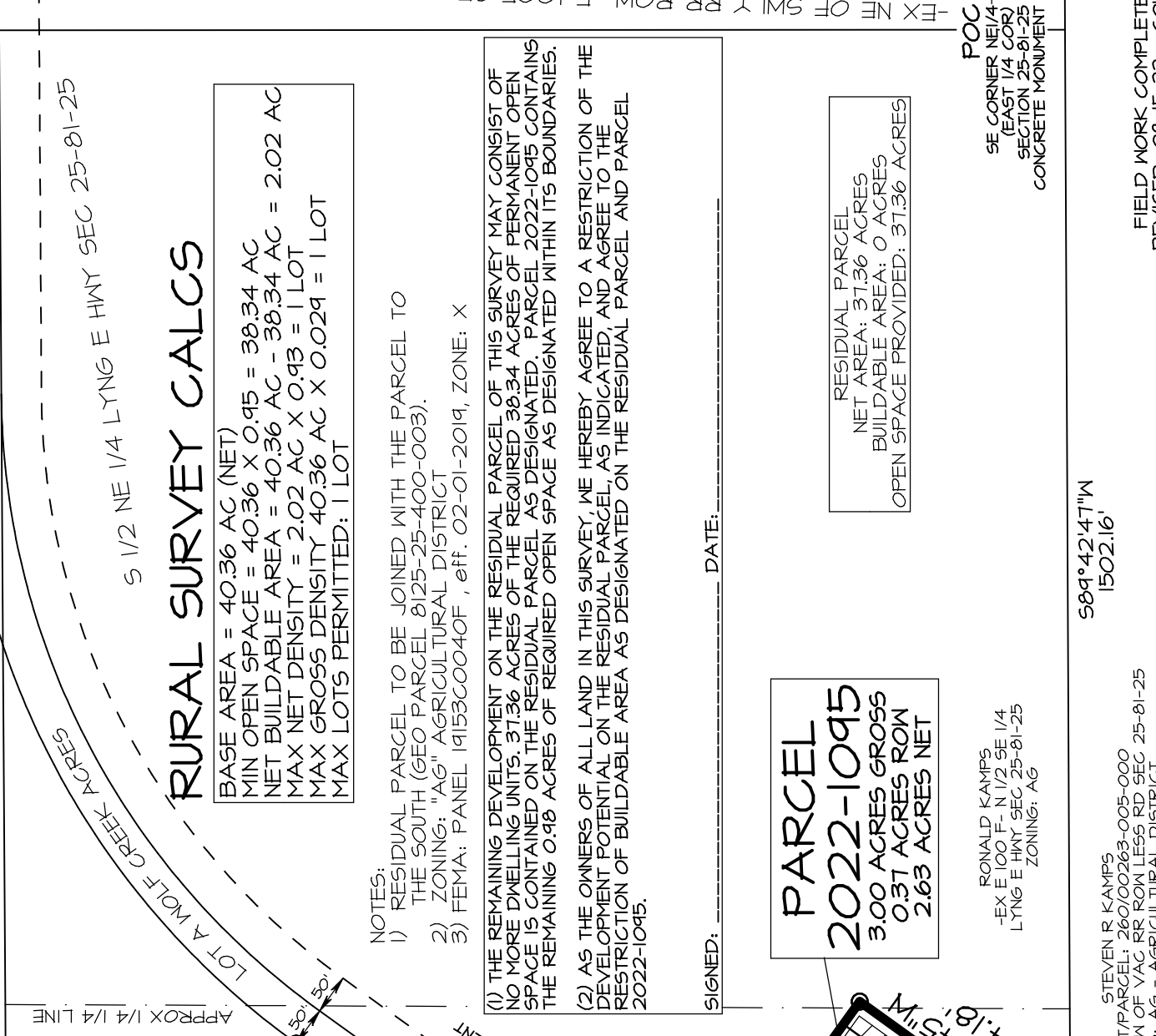
LEGAL DESCRIPTION:

THAT PART OF THE SOUTH ONE-HALF (S1/2) OF THE NORTHEAST ONE-QUARTER (NE1/4) OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 25 WEST OF THE 5TH PM, POLK COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NE1/4; THENCE SOUTH 89°42'47" WEST ALONG THE SOUTH LINE OF SAID NE1/4, A DISTANCE OF 1502.16 FEET TO THE POINT OF BEGINNING; THENCE NORTH 54°15'15" WEST, A DISTANCE OF 403.11 FEET TO THE CENTERLINE OF NW SHELDahl DRIVE, AS PRESENTLY ESTABLISHED; THENCE NORTH 35°44'45" EAST ALONG SAID LINE, A DISTANCE OF 324.18 FEET; THENCE SOUTH 54°15'15" EAST, A DISTANCE OF 403.11 FEET; THENCE SOUTH 35°44'45" WEST, A DISTANCE OF 324.18 FEET TO THE POINT OF BEGINNING, CONTAINING 3.00 ACRES, MORE OR LESS, INCLUDING 0.37 ACRES OF ROAD RIGHT-OF-WAY, MORE OR LESS, AND SUBJECT TO ANY OTHER EASEMENTS OR RESTRICTIONS OF RECORD.

GENERAL NOTES

- No more than one access drive shall be permitted from Parcel 2022-1095 to NW Sheldahl Drive.
- All mailboxes within ROW easement shall be of breakaway design.
- Further subdivision of Parcel 2022-1095, the residual parcel and/or the abutting parcel to the south shall require approval of a Plat of Subdivision for the entire property.
- The residence on Parcel 2022-1095 shall be connected to rural water and shall be required to connect to the municipal water system once available following annexation. The property owner shall be responsible for all fees associated with said connection.
- The residence on Parcel 2022-1095 shall have a private on-site wastewater disposal system and shall be required to connect to the municipal sanitary sewer system once available following annexation. The property owner shall be responsible for all fees associated with said connection.



RURAL SURVEY CALCS
 BASE AREA = 40.36 AC (NET)
 MIN OPEN SPACE = 40.36 X 0.95 = 38.34 AC
 NET BUILDABLE AREA = 40.36 AC - 38.34 AC = 2.02 AC
 MAX NET DENSITY = 2.02 AC X 0.93 = 1 LOT
 MAX GROSS DENSITY 40.36 AC X 0.029 = 1 LOT
 MAX LOTS PERMITTED: 1 LOT

NOTES:
 1) RESIDUAL PARCEL TO BE JOINED WITH THE PARCEL TO THE SOUTH (GEO PARCEL 8125-25-400-003).
 2) ZONING: "AG", AGRICULTURAL DISTRICT
 3) FEMA: PANEL 19153C0040F, eff. 02-01-2019, ZONE: X

(1) THE REMAINING DEVELOPMENT ON THE RESIDUAL PARCEL OF THIS SURVEY MAY CONSIST OF NO MORE DWELLING UNITS. 37.36 ACRES OF THE REQUIRED 38.34 ACRES OF PERMANENT OPEN SPACE IS CONTAINED ON THE RESIDUAL PARCEL AS DESIGNATED. PARCEL 2022-1095 CONTAINS THE REMAINING 0.98 ACRES OF REQUIRED OPEN SPACE AS DESIGNATED WITHIN ITS BOUNDARIES.
 (2) AS THE OWNERS OF ALL LAND IN THIS SURVEY WE HEREBY AGREE TO A RESTRICTION OF THE DEVELOPMENT POTENTIAL ON THE RESIDUAL PARCEL, AS INDICATED, AND AGREE TO THE RESTRICTION OF BUILDABLE AREA AS DESIGNATED ON THE RESIDUAL PARCEL AND PARCEL 2022-1095.

SIGNED: _____ DATE: _____

PARCEL 2022-1095
 300 ACRES GROSS
 0.37 ACRES ROW
 2.63 ACRES NET

RESIDUAL PARCEL
 NET AREA: 37.36 ACRES
 BUILDABLE AREA: 0 ACRES
 OPEN SPACE PROVIDED: 37.36 ACRES

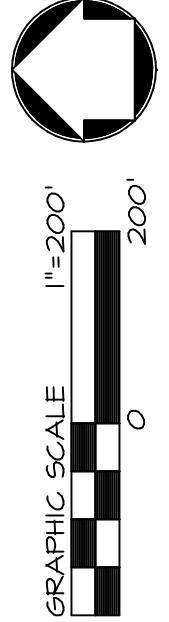
RONALD KAMPS
 -EX E 100 F- N 1/2 SE 1/4
 LYNG E HWY SEC 25-81-25
 ZONING: AG

589°42'47"W
 1502.16'

STEVEN R KAMPS
 DISTRICT/PARCEL: 260700263-005-000
 S 1/2 SE 1/4 LYNG NW OF VAC RR ROW LESS RD SEC 25-81-25
 ZONING: AG - AGRICULTURAL DISTRICT

AEC ASSOCIATED ENGINEERING COMPANY OF IOWA
 1830 SE Princeton Dr. Ste M, Grimes, IA 50111
 Phone: (515) 255-3156 Fax: (515) 255-3157

FOUND MONUMENT AS NOTED
 SET 1/2" IR W ORANGE CAP #13286
 CUT "X"
 SECTION CORNER
 YELLOW CAP #
 IRON PIPE IR IRON ROD
 AS MEASURED
 AS RECORDED



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED BY ME AND THE RELATED SURVEY WORK WAS PERFORMED UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.
 LICENSE RENEWAL DATE: DEC 31 2022 PAGES COVERED BY THIS SEAL: THIS PAGE ONLY

SIGNED: GREGORY L. ROSS P.L.S. 13286
 DATE: _____

FIELD WORK COMPLETED: APRIL 2022
 REVISED: 08-15-22 - COUNTY COMMENTS

INDEX LEGEND	LOCATION:	REQUESTOR:	PROPRIETOR:	SURVEYOR:	COMPANY:	RETURN TO:
	5 1/2 NE 1/4 LYNG E HWY SEC 25-81-25 POLK COUNTY IOWA	BLACK BIRCH HOMES	RONALD G KAMPS 302 8TH AVE, SLATER, IA 50244-9736 (515) 291-3307 bradkamps@gmail.com	GREGORY L ROSS, IA PLS NO. 13286	ASSOCIATED ENGINEERING COMPANY OF IOWA 1830 SE PRINCETON DR. SUITE M GRIMES, IA 50111	ASSOCIATED ENGINEERING COMPANY OF IOWA 1830 SE PRINCETON DR. SUITE M GRIMES, IA 50111

* AREA ABOVE FOR RECORDATION ONLY *

PRELIMINARY PLAT REVIEW

Date: August 17, 2022

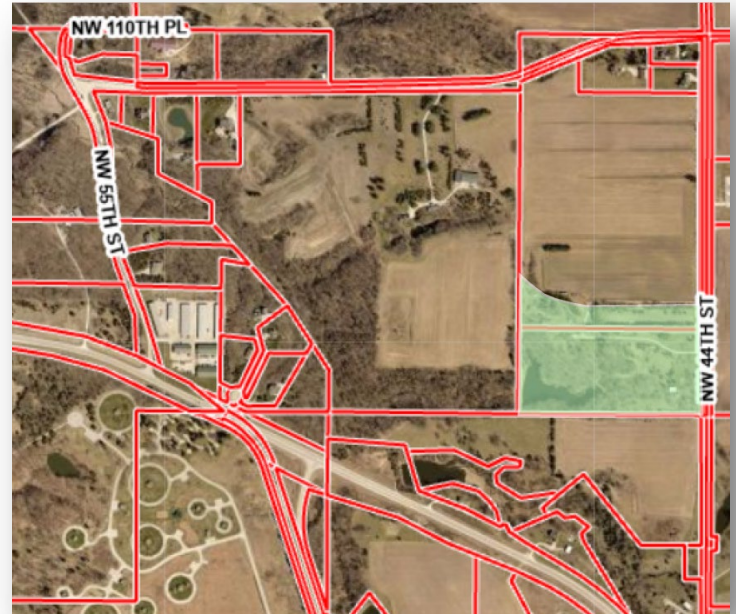
 Prepared by: Kathleen Connor, Planner
 Travis D. Thornburgh, P.E.

Project: Holly Woods

Project No.: 122.0450.01

GENERAL INFORMATION:

Applicant:	Holly Woods, LLC
Property Owner:	Genevieve Lillskau
Developer:	Holly Woods LLC (Dean Quirk)
Requested Action:	Approval of Revised Preliminary Plat
Location	West of NW 44 th Street &
Size:	20.39 acres
Zoning:	Primarily R-1 with some R-2 and R-2A
Proposed Use:	1 Single Family Lot; Street Right of Way



PROJECT DESCRIPTION:

This Preliminary Plat, highlighted in green above, includes one 20.09-acre single-family lot that conforms to the requirements of the more restrictive R-1 zoning district. While being developed as an independent plat, the public improvements for this plat are closely tied to the future improvements in Antler Ridge to the north and west of this subdivision.

The public improvements associated with this plat include a water main that will be extended from NW 44th Street to provide service and fire protection for the home. This water main will eventually be looped through Antler Ridge. This developer will be responsible for paving the access drive to the hydrant at the time the public improvements are constructed. A public and storm sewer will convey runoff from Antler Ridge to the private storm water management facilities in Holly Ridge. A private sanitary sewer service line will connect to the future public sanitary sewer in Antler Ridge. The home may temporarily have a private septic system but will connect to the sanitary sewer in Antler Ridge as soon as it is available.

This development contains private detention facilities to serve this lot as well as future lots associated with the adjacent Antler Ridge subdivision. All pond outlets will be designed to control runoff velocity and mitigate erosion. All detention basins and associated storm sewer pipes and structures within this plat will be contained within a Storm Water Management Facility Maintenance Covenant and Permanent Easement. The recorded easement document will include an agreement requiring all property owners in Holly Woods and Antler Ridge to be jointly responsible for maintaining detention basins, including pipes and structures and to inspect such facilities on an annual basis.

There is no park land dedication requirement for this one-lot subdivision.

The homeowners will be responsible for paving a 5' wide sidewalk along NW 44th Street in conjunction with the Building Permit. An agreement will defer sidewalk construction until the City orders them to be paved or, should the City decide to pave a 10' wide recreational trail along NW 44th Street, require the property owner to pay for one-half the cost of the trail in front of their property. In the future, this recreational trail will continue north to the commercial area in Antler Ridge, through Antler Ridge to the planned neighborhood park and to E. Southside Drive for further extension in the future.

REVIEW COMMENTS:

The Preliminary Plat has been revised to address P&Z recommendations and all of staff's review comments.

RECOMMENDATION:

P&Z and staff recommend Council approve the revised Preliminary Plat for Holly Woods, subject to the following:

1. The Preliminary Plat shall be revised per P&Z recommendations prior to this item being placed on the Council agenda for approval.
2. The developer shall request approval of "clean up" rezonings so the zoning district boundary lines follow lot lines and street centerlines as per city policy. All of Lot 1 of Holly Woods should be rezoned to R-1.
3. Prior to Final Plat approval, the developer will be required to sign a Development Agreement requiring this lot to connect to the Polk City sanitary sewer system once notified to do so by the City of Polk City. Development Agreement terms will also require the removal of septic tanks once homes are connected to sanitary sewer.
4. Prior to Final Plat approval, the developer will be required to sign a Development Agreement with Petition & Waiver of assessment for 50% of the cost of a 10' recreational trail along NW 44th Street or 100% of a 5' sidewalk.
5. All professional billings being paid in full to the City of Polk City prior to Council action.

RESOLUTION NO. 2022-105

**A RESOLUTION APPROVING THE PRELIMINARY PLAT FOR
HOLLY WOODS**

WHEREAS, Holly Woods, LLC submitted a Preliminary Plat for Holly Woods;
and

WHEREAS, on August 15, 2022, the Polk City Planning and Zoning Commission met and recommended approval of the Preliminary Plat for Holly Woods subject to completion of the City Engineer's review comments being satisfactorily addressed; and

WHEREAS, the City Engineer has reviewed the revised Preliminary Plat and finds that all review comments have been satisfactorily addressed and therefore recommends approval of said Preliminary Plat subject to the developer's completion of the following items prior to Final Plat approval: (1) request approval of "clean up" rezonings so the zoning district boundary lines follow lot lines and street centerlines as per city policy. All of Lot 1 of Holly Woods should be rezoned to R-1; (2) sign a Development Agreement regarding connection to the municipal sanitary sewer system; and (3) sign a Development Agreement regarding cost sharing for the 10' recreational trail along NW 44th Street.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa hereby accepts the recommendations of the Planning and Zoning Commission and the City Engineer and deems it appropriate to approve the Preliminary Plat for Holly Woods subject to the developer's completion of the following items prior to Final Plat approval: (1) request approval of "clean up" rezonings so the zoning district boundary lines follow lot lines and street centerlines as per city policy. All of Lot 1 of Holly Woods should be rezoned to R-1; (2) sign a Development Agreement regarding connection to the municipal sanitary sewer system; and (3) sign a Development Agreement regarding cost sharing for the 10' recreational trail along NW 44th Street.

PASSED AND APPROVED the 22 day August 2022.

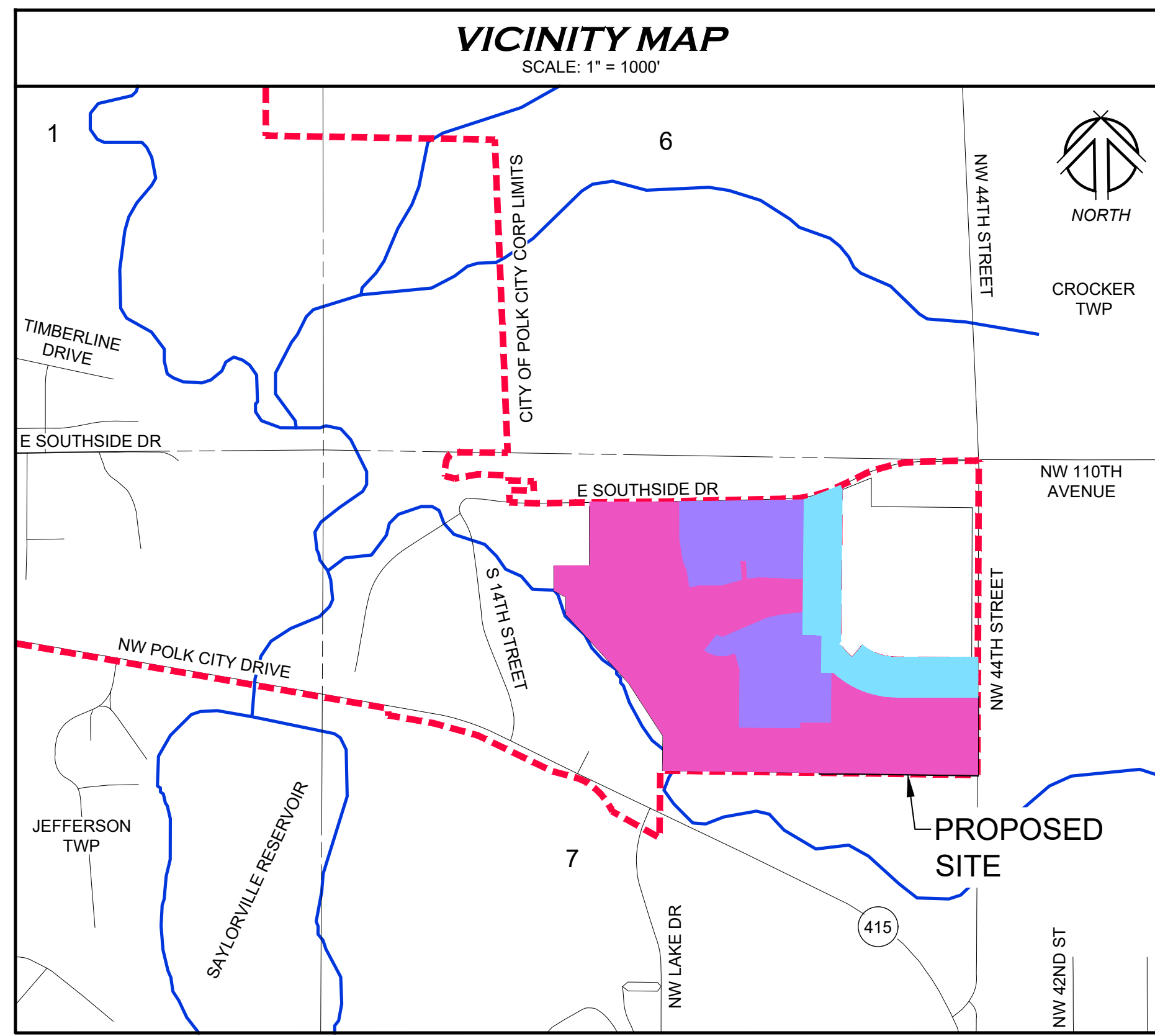
Steve Karsjen, Mayor

ATTEST:

Jenny Coffin, City Clerk

HOLLY WOODS PLAT 1

PRELIMINARY PLAT



ZONING	
R-1 Single Family Detached Residential District	
Minimum Lot Width - 80 feet	
Front Yard Setback - 35 feet	
Rear Yard Setback - 35 feet (dwellings) / 45 feet (other principal structures)	
Side Yard Setback - 8 feet (one family detached) / 20 feet (other principal structures)	
R-2 One and Two-Family Residential District	
Minimum Lot Width - 65 feet SF, 85 feet 2F, 38 feet BI	
Front Yard Setback - 30 feet	
Rear Yard Setback - 35 feet (dwellings) / 35 feet (other principal structures)	
Side Yard Setback - 8 feet (one family detached) / 15 feet (other principal structures)	
R-2A Townhome Residential District	
Minimum Lot Width - 85 feet TH, 100 feet MF1	
Front Yard Setback - 30 feet	
Rear Yard Setback - 35 feet (dwellings) / 35 feet (other principal structures)	
Side Yard Setback - 12.5 feet	

DEVELOPMENT SCHEDULE	
Final Plat and Construction Drawings	Summer 2022
Removal of existing structures	Summer - Fall 2022
grading & construction	Fall 2022
Lot 1 Home construction	Summer 2022-Spring 2023

PARKLAND DEDICATION

Parkland dedication is not required (3 lots or fewer).

BENCHMARK

1. East Quarter corner of Section 07, Township 80 North, Range 24 West; Stubby nail in centerline of NW 44th Street.
Elevation = 965.53 feet (NGVD88)

OWNERS	DEVELOPER
Genevieve Lillskau 10616 NW 44th Street Polk City, Iowa 50226-1119 Contact - Andy Snetselaar Ph: 515-240-7827	Holly Woods LLC 106 SW Linden Street, Suite 1B Ankeny, Iowa 50023 Contact - Dean Quirk Ph: 515-965-6093 slcankenyoffice@gmail.com

LEGAL DESCRIPTION

That part of Outlot X, WHITE PINE PRAIRIE PLAT 1, an official plat, located in Polk County, Polk County, Iowa; AND the South 601.5 feet of the East Half of the Northeast Quarter of Section 07, Township 80 North, Range 24 West, of the 5th P.M., located in Polk County, Iowa, all of which being more particularly described as follows:

Beginning at the East Quarter corner of said Section 07; thence North 89 degrees 14 minutes 21 seconds West, along the south line of said South 601.5 feet of the East Half of the Northeast Quarter of Section 07, a distance of 1320.50 feet, to the east line of Lot 3, RED CEDAR PRAIRIE PLAT 1, an official plat, located in Polk County, Polk County, Iowa; thence North 00 degrees 34 minutes 17 seconds East, along said east line of Lot 3, RED CEDAR PRAIRIE PLAT 1, a distance of 751.54 feet; thence South 89 degrees 25 minutes 43 seconds East, a distance of 125.44 feet; thence North 37 degrees 23 minutes 28 seconds East, a distance of 54.28 feet; thence southeasterly 500.16 feet along a curve to the left, not tangent to the last described line, having a radius of 770.00 feet, a delta angle of 37 degrees 13 minutes 00 seconds and a chord distance of 491.41 feet which bears South 71 degrees 13 minutes 02 seconds East; thence South 89 degrees 49 minutes 32 seconds East, tangent to the last described curve, a distance of 641.23 feet, to the east line of said Outlot X, WHITE PINE PRAIRIE PLAT 1; thence South 00 degrees 10 minutes 28 seconds West, along said east line of Outlot X, WHITE PINE PRAIRIE PLAT 1, a distance of 48.54 feet, to the north line of said South 601.5 feet of the East Half of the Northeast Quarter of Section 07; thence South 89 degrees 14 minutes 21 seconds East, along said north line of the South 601.5 feet of the East Half of the Northeast Quarter of Section 07, a distance of 50.00 feet, to the east line of said South 601.5 feet of the East Half of the Northeast Quarter of Section 07; thence South 00 degrees 10 minutes 28 seconds West, along said east line of the South 601.5 feet of the East Half of the Northeast Quarter of Section 07 and the Point of Beginning.

Contains 20.393 acres more or less, including 0.456 acres of road right-of-way.

Said parcel is subject to any and all restrictions, covenants and easements of record.

GENERAL NOTES

- All materials and construction shall be in accordance with 2022 statewide urban design and specifications (SUDAS).
- The owner shall be responsible for obtaining all necessary permits for the project.
- The east line of the Northeast 1/4 of Section 07, Township 80 North, Range 24 West, is assumed to bear South 00°10'28" West.
- Only 1 access / entrance will be allowed from Holly Woods Plat 1 onto NW 44th Street. No additional access shall be permitted for any future platting or lot subdivision within Holly Woods Plat 1. Any future platting or lot subdivision would be required to share the single access location and establish an ingress / egress easement.
- All field fences shall be removed, with the exception of the fence along the south plat boundary, as a plat improvement.
- Water Service: City of Polk City, Iowa.
- Interim septic service shall be as approved by Polk City and shall be removed upon connection to the municipal sanitary sewer system.
- All existing wells will be removed according to Iowa DNR standards. All existing septic systems and structures will be removed according to Iowa DNR standards and in conjunction with the plat improvements unless Polk County has approved the use of said system(s) in writing prior to final plat approval. Lot 1 will connect to sanitary sewer proposed with the Antler Ridge development once it has been installed and accepted.
- All utility services shall be underground.
- It shall be the developer's responsibility to apply for and obtain any storm water discharge permits from the Iowa Department of Natural Resources if said permits are required of this project.
- Overland Flowage Easement areas shall be maintained by the applicable property owner, including removal of obstructions of flow, maintenance of any ponds and pond outlet structures, and repair of any damage caused by erosion. The City shall have the right, but not the obligation, to enter the easement area to remove obstructions.
- The site lies outside of areas of minimal flood hazard, as shown on the Flood Insurance Rate Map Community Panel Number 19153 C0045 F, with an effective date of February 1, 2019.
- No street lights are proposed as part of this development.
- Franchise utility design and distribution will be coordinated at the time of final platting.
- The approximate area of proposed tree clearing is 1.32 acres for plat construction. Additional clearing may be necessary during the time when individual homes are constructed.
- All public improvements and private storm sewers for pond outlets will require construction observation by the City of Polk City or their designated representative.
- All public improvements will require a 4-year maintenance bond prior to acceptance of the public improvements.
- All proposed storm water management facilities, including basins, embankments, pipes, and structures will be maintained by the property owners of all lots in Holly Woods Plat 1 and in the Antler Ridge subdivision. At the time of final platting, a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement will be executed that covers all property within both plats that will be updated with each subsequent final plat to specifically include the additional facilities and lots being final platted. Property owners will be responsible for annual inspections by a professional engineer and for maintaining and repairing all facilities. The Agreement will specify the method used to determine each lot's share of the costs for said inspections, maintenance, and repairs.
- Driveway paving shall meet Polk City Fire Department requirements for access to proposed Hydrant. Access to the fire hydrant will be paved in conjunction with the public improvements.
- Right-of-Way radii at all intersections are 25 feet.
- A 10' wide recreational trail will be required along NW 44th Street.
- A full Storm Water Management Plan will be submitted along with construction drawings for Antler Ridge or Holly Woods Plat 1, whichever is submitted first.
- No home owners association is planned with this plat.
- Prior to approval of a Final Plat, The developer will be required to sign a development agreement requiring the lot to connect to the Polk City sanitary sewer system once notified to do so by the City of Polk City.
- Prior to approval of a Final Plat, The developer will be required to sign a petition and waiver for half the construction cost of a 10' recreational trail along NW 44th or 100% of a 5' sidewalk.
- Prior to issuance of a building permit, the owner shall provide written approval from the United States Postal Service for a single mailbox OR shall be provided a mailbox within the Antler Ridge Development. No individual or cluster mailboxes will be permitted in the NW 44th Street Right-of-Way.
- Construction fence shall be installed by contractor and inspected by a Polk City Construction Observer, within the area to be developed, prior to issuance of a grading permit or beginning construction.
- Building permits will not be issued and construction drawings will not be approved until the developer has provided off-site easements that have been signed by the appropriate property owners and provided to the City.
- Commercial uses, if any, on Lot 1 shall be limited to home occupations that are in conformance with Polk City Zoning Regulations.
- There shall be no more than one new accessory building on Lot 1, the maximum size of said structure shall be 4,500 square feet. New accessory structures with the exception of fences shall be set back a distance of 35 feet minimum from the nearest property lines(s). No new accessory structure shall be permitted in the front yard of Lot 1. The front yard is defined as a yard extending across the full width of the lot and measured, using the least distance, between the lot line along NW 44th Street and the principal building or any projection thereof.
- No more than one structure on any lot shall contain any home occupation activity. No more than 25% of the floor area of a structure containing any home occupation activity shall be devoted to the home occupation(s).
- No building permits shall be issued for Lot 1 until such time as the required public improvements have been accepted and the final plat has been approved by City Council. No temporary or permanent certificates of occupancy shall be issued until the Final Plat, easements, and right-of-way dedication have been recorded.
- The approximately 1,800 sq. ft. barn and approximately 1,200 sq. ft. shop may remain but shall not be enlarged. All other existing structures shall be demolished as a condition of the Building Permit for Lot 1.
- The location of the fire hydrant and the alignment of the paved driveway and turnaround shall be adjusted as required by the Fire Chief, based on the actual location of the home, prior to issuance of a building permit.

LEGEND

Existing / Proposed	Existing / Proposed
IR	Round iron rebar
IP	Round iron pipe
PCC	Portland cement concrete
ACC	Asphaltic cement concrete
FL	Pipe flowline elevation
RCP	Reinforced concrete pipe
CMP	Corrugated metal pipe
CPP	Corrugated plastic pipe
PVC	Polyvinyl chloride pipe
CIP	Cast iron pipe
P.U.E.	Public utility easement
S.W.F.E.	Surface Water Flowage easement
S.T.M.F.E.	Storm Water Management Facility Easement
O.F.E.	Overland Flowage Easement
G.E.	Gas easement
I.E.E.	Ingress / Egress easement
L.E.	Landscape buffer easement
R.T.E.	Recreational trail easement
P.W.E.	Parkway easement
S.W.E.	Sidewalk easement
S.S.E.	Sanitary sewer easement
S.T.S.E.	Storm sewer easement
W.E.	Water main easement
BB	Back of curb to back of curb
	Subject boundary line
	Section line
	Proposed boundary line
	Existing boundary line
	Future boundary line
	Proposed easement line
	Existing easement line
	Setback line
	Special Flood Hazard Area Zone AE line
	Flood Hazard Area Zone X line
	Edge of delineated wetland line
	Zoning boundary line
	Barbed wire fence line
	Chain-link fence line
	Edge of water
	Straw Wattle
	Silt fence
	Sanitary sewer & size
	Storm sewer & size
	Water main and size
	Gas main & size
	Overhead electric & wires
	Overhead communication
	Underground electric
	Underground television
	Underground communication
	Contour elevation
	Trees to be cleared for plat construction
	Found monument 5/8" IR with red cap #18530 unless otherwise noted
	Set monument 5/8" IR with blue cap #26306 unless otherwise noted
	Address
	Spot elevation
	Sanitary sewer manhole
	Cleanout
	Storm sewer manhole
	Storm sewer intake
	Storm sewer beehive
	Flared end section
	Fire hydrant assembly
	Water valve
	Water service shut-off
	Water main manhole
	Monitoring well
	Well
	Gas meter
	Gas valve
	Air conditioning unit
	Electric manhole
	Electric meter
	Electric pedestal
	Electric transformer
	Utility hand hole
	Utility pole
	Utility pole with light
	Light pole
	Guy wire
	Traffic signal
	Traffic signal with light
	Traffic manhole
	Communication pedestal
	Telephone booth
	TV pedestal
	Billboard sign
	Street sign
	Down spout
	Tree shrub
	Deciduous tree and trunk diameter
	Coniferous tree and trunk diameter
	Swale flowline
	Edge of tree dripline
	Proposed construction fence
	200 feet hydrant radius

CERTIFICATIONS

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.

Signature: _____
 Name: Adam D. Schoeppner, P.L.S. No. 26306 Date: _____
 My license renewal date is December 31, 2023 Date of survey: 02/28/22
 Pages or sheets covered by this seal: This sheet only

I hereby certify that this engineering document was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Iowa.

Signature: _____
 Name: Jacob T. Nilles, P.E. No. 26369 Date: _____
 My license renewal date is December 31, 2023
 Pages or sheets covered by this seal: All sheets

1250 SW STATE STREET, SUITE A
 ANKENY, IOWA 50023-2555
 (515) 965-0123 phone - (515) 965-3322 fax
 CIVIL ENGINEERING - LAND SURVEYING
 LANDSCAPE ARCHITECTURE

NILLES ASSOCIATES

REVISIONS:
 1) 10-13-22 REVISED PER COMMENTS RECEIVED 4-22
 2) 10-13-22 REVISED PER COMMENTS RECEIVED 4-22
 3) 10-17-22 REVISED PER COMMENTS RECEIVED 4-22
 4) 10-17-22 REVISED PER COMMENTS RECEIVED 4-22
 5) 10-17-22 REVISED PER COMMENTS RECEIVED 4-22
 6) 10-17-22 REVISED PER COMMENTS RECEIVED 4-22
 7)

PROJECT NAME: HOLLY WOODS PLAT 1 IS THE SOUTH 601.5 FEET OF EAST 1/2 OF NE 1/4 OF SECTION 07-24-80N POLK COUNTY, IOWA
 DESCRIPTION: PRELIMINARY PLAT

DATE: 03/23/22
 DRAWN BY: TJH
 CHECKED BY: RJS
 SHEET SIZE: 24" X 36"
 SHEET TITLE: PP-1
 SHEET NO.: 1/2



City of Polk City, Iowa City Council Agenda Communication

Date: 08/16/2022
To: Mayor and Council
From: Mike Schulte

Subject: Engineering Services Agreement for the Polk City Elevated Storage Tank

BACKGROUND: As you are aware, on the June 13th, 2022, council meeting, Public Works was given approval to move forward with the RFP for the Elevated Water Storage Tank Project. Since that time Public Works and Administration staff have been working to select an engineering firm to guide us through this process.

We invited five engineering firms to provide us proposals on our project. Public works staff interviewed all five firms. From those five proposals we selected three firms for a second interview. For the second interview we had a question-and-answer session in front of a committee made-up of Mayor Steve Karsjen, Councilman Ron Anderson, Chelsea Huisman, Randy Franzen and Mike Schulte. At the conclusion of these interviews the committee agreed that McClure Engineering Company was the best firm to help Polk City with their elevated water storage tank project.

Engineering services agreements will be executed in three phases:

- 1) preliminary engineering report
- 2) design and construction
- 3) water main design and construction

In front of you for approval tonight is the first agreement for engineering services with McClure Engineering Company. This agreement is for a preliminary engineering report. This report will define a more detailed approach for the actual design of the water tower and any water mains to the site.

ALTERNATIVES: Don't approve the agreement for engineering services and bring the topic back to the committee.

FINANCIAL CONSIDERATIONS: \$33,400

RECOMMENDATION: I would recommend that Council approve the initial agreement for engineering services for the Polk City elevated storage tank preliminary engineering report with McClure Engineering Company.

Item	Included	Not Included
<p>D. Evaluation of Alternatives for Improvements</p> <ol style="list-style-type: none"> 1. Develop Alternatives for Improvements to address deficiencies and meet design water demands: <ul style="list-style-type: none"> • Raw water supply. • Water treatment. • Finished water storage. • Water transmission mains. • Stand-by power. 2. Evaluate Alternatives for Improvements: <ul style="list-style-type: none"> • Technical feasibility. • Capital cost. • O&M costs and considerations. • Waste disposal. • Footprint requirements. • Land acquisition and easement requirements. • Energy efficiency. • Innovative technologies and other unique considerations. • Initial FAA airspace obstruction considerations. 3. Prepare recommendations for improvements for consideration by Owner. 4. Create schematic drawings and conceptual design layouts for Alternatives. 5. Prepare Engineer’s Opinion of Probable Construction Cost for each Alternative. 6. Prepare Present Worth Analysis for each Alternative, as appropriate. 7. Prepare construction item lists for recommended Alternatives. 8. Arrange Site Visits/Tours for Owner to see actual installations of equipment Alternatives. 9. Meet with Owner to review recommended alternatives (1-meeting). 	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>
<p>E. Capital Improvement Plan (CIP)</p> <ol style="list-style-type: none"> 1. Work with Owner to prioritize recommended improvements. 2. Develop Water Storage and Transmission Main Improvements CIP for review by Owner. <ul style="list-style-type: none"> • Project name. • Capital cost. • Funding year. • Funding source. 3. Evaluate impact on User Rates. 4. Meet with Owner to review Capital Improvement Plan (1-meeting). 5. Present proposed CIP to Utility Committee and City Council for consideration. 	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<p>F. Project Funding Alternatives</p> <ol style="list-style-type: none"> 1. Develop alternatives for funding recommended improvements. <ul style="list-style-type: none"> • State Revolving Fund (SRF). • Utility revenue bonds. • GO bonds. • TIF. • Community Development Block Grant (CDBG). • Rural Development (RD). • Other innovative funding approaches. 2. Evaluate feasibility of funding alternatives. 3. Prepare recommended funding alternatives for use in 5-year CIP. 	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

Item		Included	Not Included
M.	Funding Applications and Funding Administration		
	1. Review proposed improvements for funding eligibility through SRF program.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	2. Prepare and submit Planning and Design (P&D) Loan application on behalf of Owner.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	3. Work with Owner, Bond Counsel, City Financial Advisor (as appropriate) to agree on total Intended Use Plan (IUP) funding amount.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	4. Prepare and submit IUP application on behalf of Owner.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	5. Prepare and submit Exhibit 4 to initiate environmental review process on behalf of Owner.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	6. Prepare and submit other funding source applications as needed:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	• Community Development Block Grant (CDBG).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	• Rural Development (RD).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	• Other grant and project funding applications (to be determined).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	7. Coordination and assistance with Bond Issues:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	• GO bonds.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	• Water revenue bonds.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	• TIF.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
N.	Additional Meetings & Services as Authorized by Owner:		
	1. Additional project meetings, other than specified above.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	2. Additional services not identified as included and authorized by Owner.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

3. Fee Schedule: Fees for Services are shown below:

A.	Iowa DNR Water Supply Permitting	LS	\$ 1,940.00
B.	Design Water Demands	LS	\$ 4,700.00
C.	Evaluation of Existing Conditions.....	LS	\$ 4,640.00
D.	Evaluation of Alternatives for Improvements	LS	\$ 6,260.00
E.	Capital Improvement Plan (CIP)	LS	\$ 3,240.00
F.	Project Funding Alternatives.....	LS	\$ 1,620.00
G.	Preliminary Engineering Report	LS	\$ 7,320.00
H.	Hydrogeological Study.....	LS	\$ NIC
I.	Specialized Testing Coordination	LS	\$ NIC
J.	Pilot Testing Coordination and Review.....	LS	\$ NIC
K.	Distribution System Hydraulic Model	LS	\$ NIC
L.	Cost of Service Analysis and Rate Study	LS	\$ NIC
M.	Funding Applications and Funding Administration	LS	\$ 3,680.00
N.	Additional Meetings & Services as Authorized by Owner.....	T&M	\$ TBD
		Total Fee:	\$ 33,400.00

LS	Lump Sum
NTE	Not-to-Exceed
N/A	Not Applicable
NIC	Not Included
TBD	To Be Determined
T&M	Time and Materials
Est.	Estimated

The Hourly Rate Schedule is included in Exhibit 'A' and attached to this Agreement to be used for work performed on a *Time and Material* basis.

4. Past due amounts owed shall accrue interest at 1.5% per month from the 30th day. If the Owner fails to make monthly payments due the Engineer, the Engineer may, after giving (7) days written notice to the Owner, suspend services under this Agreement.
5. This Agreement represents the entire and integrated agreement between the Owner and the Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Engineer.
6. This Agreement is subject McClure Engineering Company Consultant Standard Terms and Conditions and the terms and conditions listed on the following Exhibit pages.

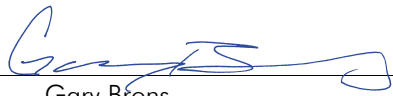
Exhibits		Included	Not Included
Exhibit 'A'	Hourly Rate Schedule	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'B'	Preliminary Project Scope	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'C'	Owner's Responsibilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'D'	Duties, Responsibilities and Limitations of Authority of the Resident Project Representative	<input type="checkbox"/>	<input checked="" type="checkbox"/>

SPECIAL INSTRUCTIONS:

**OWNER: CITY OF POLK CITY
POLK CITY, IOWA**

**ENGINEER: MCCLURE ENGINEERING COMPANY
CLIVE, IOWA**

Signed: _____

Signed:  _____
Gary Brons

Title: _____

Title: Vice President – Water

Phone: _____

Phone: 515-964-1229

Email: _____

Email: gbrons@mcclurevision.com

McCLURE ENGINEERING COMPANY
CONSULTANT STANDARD TERMS AND CONDITIONS
(Effective 1/1/2022 through 12/31/2022)

- 1.0 **ACCESS TO SITE:** The **Consultant** shall at all times have access to the Project site.
- 2.0 **INFORMATION PROVIDED BY OTHERS:** The **Consultant** shall be entitled to rely upon the accuracy and completeness of data provided by the **Owner** and shall not assume liability for such data. The **Consultant** does not practice law, insurance or financing, therefore, the **Owner** shall furnish all legal, accounting and insurance counseling services as may be necessary to protect themselves at any time during the Project. **Owner** shall hold **Consultant** harmless from damages that may arise as a result of inaccuracies of information or data supplied by **Owner** or others to **Consultant**.
- 3.0 **OWNERSHIP AND REUSE OF DOCUMENTS:** All documents are instruments of service, and **Consultant** shall retain an ownership and property interested therein (including the copyright and the right of reuse at the discretion of the **Consultant**) whether or not the Project is completed.
- 3.1 **Owner** may make and retain copies of documents for information and reference in connection with the use of the documents on the Project. **Consultant** grants **Owner** a limited license to use the documents on the Project, extensions of the Project, and for related uses of the **Owner**, subject to receipt by **Consultant** of full payment due and owing for all services relating to preparation of the documents, and subject to the following limitations: (1) **Owner** acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by **Consultant**, or for use or reuse by **Owner** or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by **Consultant**; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by **Consultant**, as appropriate for the specific purpose intended, will be at **Owner's** sole risk and without liability or legal exposure to **Consultant** or to its officers, directors, members, partners, agents, employees, and consultants; (3) **Owner** shall indemnify and hold harmless **Consultant** and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by **Consultant**; and (4) such limited license to **Owner** shall not create any rights in third parties.
- 3.2 If **Consultant** at **Owner's** request verifies the suitability of the documents, completes them, or adapts them for extensions of the Project or for any other purpose, then **Owner** shall compensate **Consultant** at an amount agreed upon by **Owner** and **Consultant**.
- 4.0 **UNDERGROUND UTILITIES:** Due to the nature and uncertainty of the accuracy of data available for underground utilities, including drainage tile, and/or any information that may be supplied by the **Owner**, third parties, and/or research performed by the **Consultant** or its subcontractors, the **Owner** agrees to indemnify and hold harmless the **Consultant** for all claims, losses, costs and damages arising out of the location of underground utilities provided by the **Consultant** under this Agreement.
- 4.1 The **Owner** may choose to contract separately to have extensive investigations and research conducted if the **Owner** feels it necessary to have more accurate location of underground utilities confirmed.
- 5.0 **SUBSURFACE CONDITIONS:** The **Consultant** may advise the **Owner** to conduct soil and/or subsurface testing and analysis to provide information to the **Owner**, **Consultant**, and contractor(s) as to the subsurface conditions that may generally be encountered during subsurface construction.
- 5.1 The **Consultant** cannot warrant or guarantee that the information provided is reflective of all subsurface conditions that may be encountered, or to the extent that subsurface conditions such as soil properties, groundwater, rock, etc., may vary from location to location throughout subsurface construction.
- 5.2 Any unexpected change or unforeseen subsurface conditions (including those that may be caused by weather conditions) will be addressed when encountered and may result in a change in construction price and/or schedule, and the **Consultant** shall be held harmless from issues arising out of these unseen subsurface conditions.
- 6.0 **HAZARDOUS MATERIALS – INDEMNIFICATION:** The **Consultant** is not in the business of making environmental site assessments for purposes of determining the presence of any toxic, hazardous or other environmental damaging substances. The purpose of this provision is to be certain that the **Owner** is aware of the potential liability if toxic, hazardous or environmental damaging substances are found on or under the property. **Consultant** makes no representations regarding an environmental site assessment, relies upon **Owner** to have fully investigated the need and/or scope of such assessment and assumes no responsibility for the determination to make an environmental site assessment on the subject property.
- 7.0 **OPINIONS OF PROBABLE COST:** **Consultant's** opinions (if any) of probable construction costs are to be made on the basis of **Consultant's** experience, qualifications, and general familiarity with the construction industry. However, because **Consultant** has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, **Consultant** cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable construction cost prepared by **Consultant**. If **Owner** requires greater assurance as to probable construction cost, then **Owner** agrees to obtain an independent, third-party cost estimate.
- 8.0 **PROJECT FUNDING AND FINANCING:** It shall be the responsibility of the **Owner** to plan, organize, and secure funding to pay all costs associated with the project. The funding may include local financing and/or funding obtained through federal or state funding programs such as low interest loans, grants, etc. If the **Consultant** is retained to help apply and/or secure funding from internal or external funding agencies, the **Consultant** shall not be responsible for the acquisition of funding and makes no guarantee funding applications prepared by the **Consultant** will successfully secure funds.
- 8.1 If the **Owner** secures outside funding from any such programs, while the **Consultant** may be retained to help monitor and submit pay requests for loan or grant draws from the respective agencies, the **Consultant** shall not be responsible for the **Owner's** obligation to comply with any criteria required to use the funds, including responsibility for any funding match required by the **Owner**.
- 9.0 **ADDITIONAL SERVICES:** It is not unusual for the **Owner** to request the **Consultant** to provide additional services or that additional work may be required to deal with a contractor during construction that was not foreseen at the time the original scope of work was agreed to when the **Consultant** contract was signed. The **Owner** recognizes the **Consultant** shall be entitled to additional compensation to coordinate such changes and schedules shall be adjusted accordingly. The **Consultant** may prepare drawings, specifications and other documents required to address the changes in the scope of work as necessary to satisfactorily complete the project.
- 10.0 **BETTERMENT:** If the **Consultant** failed to include a component(s), or if during construction it is discovered a component(s) is required that was not in the **Consultant's** original plans or specifications, and that the component(s) is necessary to complete a satisfactory project, the **Consultant** shall not be responsible for paying the cost required to add such component(s) to the extent that such component(s) would have been required and included in the original construction documents.
- 10.1 In no event shall the **Consultant** be responsible for any cost or expense that provides betterment or that upgrades or enhances the value of the **Owner's** project if the component should have originally been included in the construction drawings and/or specifications.

- 11.0 SHOP DRAWING REVIEW:** If, as part of this Agreement **Consultant** reviews contractor submittals, such as shop drawings, product data, samples and other data, as required by **Consultant**, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the contractor. **Consultant** shall not be responsible for any deviations from the contract documents not brought to the attention of **Consultant** in writing by the contractor. **Consultant** shall not be required to review partial submissions or those for which submissions of correlated items have not been received.
- 12.0 CONSTRUCTION OBSERVATION:** If, as part of this Agreement, **Consultant** is providing construction observation services, **Consultant** shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractor's or subconsultant's work and to determine if the work is preceding in general accordance with the Contract Documents. The **Consultant** is not a contractor and shall not at any time supervise, direct, control, or have authority over any of the contractor's and/or subconsultant's work.
- 12.1** **Consultant** shall not have authority over or be responsible for the means, methods, techniques, sequences, schedule, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for the security or safety at the site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's furnishing and performing of its work.
- 12.2** **Consultant** shall not be responsible for the acts or omissions of any contractor
- 12.3** **Consultant** neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the construction contract documents.
- 12.4** **Consultant** shall not be responsible for any decision made regarding the construction contract documents, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by the **Consultant** or its consultants.
- 12.5** Unless otherwise specified in this Agreement, the **Owner** has not retained the **Consultant** to make detailed inspections or to provide exhaustive or continuous project review and observation services.
- 13.0 DESIGN WITHOUT CONSTRUCTION PHASE SERVICES:** If **Consultant** is not retained for construction observation and/or on-site resident observation services, **Consultant** shall have no design, shop drawing review, or other obligations during construction, and **Owner** assumes all responsibility for the application and interpretation of construction contract documents, review and response to contractor claims, construction contract administration, processing of change orders and submittals, revisions to the construction contract documents during construction, construction observation and review, review of contractor's payment applications, and all other necessary construction phase administrative, engineering, surveying and professional services. **Owner** waives all claims against the **Consultant** that may be connected in any way to construction phase administrative, engineering, surveying or professional services.
- 14.0 MEDIA REPRESENTATIONS:** The **Consultant** shall have the right to include photographic or artistic representations of the design of the Project among the **Consultant's** promotional and professional materials. The **Consultant** shall be given reasonable access to the completed Project to make such representations. However, the **Consultant's** materials shall not include the **Owner's** confidential or proprietary information. The **Owner** shall provide professional credit for the **Consultant** in the **Owner's** promotional materials for the Project. Notwithstanding anything to the contrary in the present agreement, the Parties' obligations outlined in this clause shall survive the termination of this Agreement for an indefinite term.
- 15.0 TERMINATION:** This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination. This Agreement may be terminated by the **Owner** upon not less than seven days' written notice to the **Consultant** in the event the Project is permanently abandoned.
- 15.1** Failure of the **Owner** to make payments to the **Consultant** in accordance with the Agreement shall be considered substantial non-performance and cause for termination. If the **Owner** fails to make payment when due the **Consultant** for services, the **Consultant** may, upon seven days' written notice to the **Owner**, suspend performance of services under this Agreement. Unless payment in full is received by the **Consultant** within seven days of the date of the notice, the suspension shall take effect without further notice.
- 15.2** In the event of a suspension of services, the **Consultant** shall have no liability to the **Owner** for delay or damage caused the **Owner** because of such suspension of services. In the event of termination not the fault of the **Consultant**, the **Consultant** shall be compensated for services performed prior to termination and all termination expenses. Termination expenses are in addition to compensation for *Basic and Additional Services*, and include expenses which are directly attributable to termination.
- 16.0 DISPUTE RESOLUTION:** Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation unless each of the parties mutually agrees otherwise. No mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the **Owner**, **Consultant**, and any other person or entity sought to be joined. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim would be barred by the applicable statute of limitations. The award rendered in the mediation shall be non-binding.
- Part 17.0 Stricken from Agreement**
- ~~**17.0 LIMITATION OF LIABILITY:** The **Consultant's** liability shall be limited to \$50,000.00 or the fee for the work performed, whichever is greater, or as specifically agreed to by separate agreement.~~
- 18.0 STANDARD OF CARE:** In providing services under this Agreement, the **Consultant** shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.
- 19.0 PAYMENT:** Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month compounded and shall include costs for attorney fees and other collection fees related to collecting fees for service.
- 20.0 LIEN RIGHTS:** **Consultant** retains all rights to mechanic's or design professional lien rights through the completion of the obligations of this agreement at the sole judgment of the **Consultant**.
- 21.0 WAIVERS:** The **Owner** and the **Consultant** waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction. The **Owner** and **Consultant** each shall require similar waivers from their contractors, consultants and agents.
- 22.0 ASSIGNMENT:** The **Owner** and **Consultant**, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither **Owner** nor **Consultant** shall assign this Agreement without the written consent of the other.
- 23.0 GOVERNING LAW:** Unless otherwise provided, the Agreement shall be governed by the laws of the State of Iowa.
- 24.0 COMPLETE AGREEMENT:** This Agreement represents the entire and integrated agreement between the **Owner** and **Consultant** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both **Owner** and **Consultant**. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the **Owner** or **Consultant**.

EXHIBIT 'A'
 McCLURE ENGINEERING COMPANY
 HOURLY RATE SCHEDULE
 (Effective through December 31, 2022*)

<u>PERSONNEL</u>	<u>HOURLY RATE</u>
Principal	\$270 - \$295
Project Manager	\$185 - \$230
Senior Professional	\$185 - \$285
Professional	\$155 - \$185
Junior Professional	\$125 - \$155
Senior Technician	\$135 - \$175
Technician	\$115 - \$135
Landscape Architect.....	\$120 - \$155
On-Site Representative	\$115 - \$155
Client/Project Liaison.....	\$135 - \$185
Administrative	\$65 - \$85
Public Relations	\$115 - \$150
3 Member Survey Crew	\$270
2 Member Survey Crew	\$200
1 Member Survey Crew	\$135

EQUIPMENT

3D Scanner per Scan.....	\$30.00
UAV per Flight	\$125.00
Sonar Boat	\$125.00

MISCELLANEOUS EXPENSES

Survey Vehicle Mileage.....	\$0.75/Mile + \$0.15 fuel surcharge
Automobile Mileage (at current IRS rate)	Current IRS Rate
Printing.....	Per Contract
Survey Supplies (Hubs, Lath, Paint, Nails, etc.).....	Per Contract
Out-of-Pocket Expenses (Meals, Hotels, etc.)	Per Contract

*Rates are subject to change based on billing rates for future years



EXHIBIT 'B'
PRELIMINARY PROJECT SCOPE

POLK CITY ELEVATED STORAGE TANK – PRELIMINARY ENGINEERING REPORT

Project Description:

The project includes the review and analysis of the City of Polk City's water storage and transmission main facilities, including the following system components:

- High service pumping/water pumping facility capacity
- Finished water storage systems (Ground and Elevated Storage)
- Distribution feeder (transmission) mains

Goals and Objectives of Study:

The goals and objectives of this study include the following:

- Review historical water demands.
- Evaluate future growth scenarios and projected water demands.
- Evaluate water utility storage and transmission main assets to meet projected water demands.
- Evaluate the technical feasibility, cost, and operational considerations for a new water storage facility and water transmission main connection to the existing water distribution system.
- Identify recommended water storage facility volume to meet design water demand needs.

Scope of Study:

DESIGN WATER DEMANDS

The study will review historical water demands from 2017 through 2022 and make projections of future water demands to 2042, in 5-year increments, and a 40-year ultimate water demand projection to 2062.

EVALUATION OF EXISTING CONDITIONS

Current capacity and condition of the City's finished water storage, pumping facilities and water transmission main connections will be evaluated and described.

ELEVATED WATER STORAGE FACILITY SIZING & LOCATION

The study will evaluate projected average and peak day water demands to recommend cost effective sizing for proposed elevated water storage facility. Further, the study will identify potential locations for siting of elevated water storage facilities. Although not included in this Preliminary Engineering Report phase services agreement, to maintain the City's desired schedule it is anticipated that soil boring collection will be completed in Fall 2022. This work will be completed during the preliminary design phase.

PRELIMINARY ENGINEERING REPORT (PER) & CAPITAL IMPROVEMENT PLAN (CIP)

A Preliminary Engineering Report outlining the proposed water storage and transmission main improvements. The PER will be prepared to meet DNR review and SRF eligibility requirements. A supporting Water Storage and Transmission Main CIP will be developed which outlines potential sources of project financing and evaluation of impacts to water utility user rates.

FUNDING APPLICATIONS AND FUNDING ADMINISTRATION

The Engineer will prepare and submit applications to the Iowa State Revolving Loan Fund (SRF) on behalf of Owner. Applications will include an SRF Planning & Design Loan Application and SRF Intended Use Plan Application.

ITEMS NOT INCLUDED

Items not specifically identified as included are not part of this Agreement and shall be considered out of scope of this Agreement.

Exhibit C: OWNER's Responsibilities

OWNER shall do the following in a timely manner so as not to delay the services of the **ENGINEER**:

1. Designate in writing a person to act, as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to **ENGINEER'S** services for the Project.
2. Provide all criteria and full information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards, which **OWNER** will require to be included in the drawings and specifications.
3. Assist **ENGINEER** by placing at **ENGINEER'S** disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
4. Arrange for access to make all provisions for **ENGINEER** to enter upon public and private property as required for **ENGINEER** to perform services under this Agreement.
5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **ENGINEER**, obtain advice of an attorney, insurance counselor and other consultants as **OWNER** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **ENGINEER**.
6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
7. Attend the prebid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspection and final payment inspection.
8. Give prompt written notice to **ENGINEER** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **ENGINEER'S** services, or any defect or non-conformance in the work of any Contractor.
9. Arrange for financing and pay for services as agreed to in this Agreement.

RESOLUTION NO. 2022-106

RESOLUTION ORDERING CONSTRUCTION OF CERTAIN PUBLIC IMPROVEMENTS, FIXING DATES FOR PUBLIC HEARING AND TAKING OF BIDS FOR WEST BRIDGE ROAD WATER MAIN LOOP PROJECT

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the West Bridge Road Water Main Loop Project. The Project includes water main installation, water main removal, removal and replacement of HMA driveway, and associated permanent seeding and fertilizing; and

WHEREAS, the City Council has caused to be prepared plans, specifications and form of contract, together with an opinion of probable construction cost, which are now on file in the office of the Clerk for public inspection, for the construction of said public improvements, and said plans, specifications and form of contract are deemed suitable for the making of said public improvements; and

WHEREAS, before said plans, specifications, form of contract and estimate of costs may be adopted, and contract for the construction of the public improvements is entered into, it is necessary to hold a public hearing and to advertise for bids:

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Polk City, Iowa:

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the West Bridge Road Water Main Loop Project in the manner set forth in the plans and specifications and form of contract, above referred to, the costs thereof to be paid in accordance with the provisions as set forth in the published Notice of Hearing and Letting.

Section 2. That the amount of the bid security to accompany each bid shall be in an amount which shall conform to the provisions of the Notice to Bidders approved as a part of said specifications.

BE IT FURTHER RESOLVED, that the Clerk be and is hereby directed to publish Notice to Bidders once at least four (4) days but no more than twenty (20) days before **September 12, 2022** which is hereby fixed as the date of public hearing, in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in the City. Further, the Notice to Bidders shall be published in the Master Builders of Iowa Construction Update Network and on the City of Polk City website not less than thirteen (13) nor more than forty-five (45) clear days prior to **September 7, 2022**, which is hereby fixed as the date for receiving bids. Said bids are to be filed prior to 10:00 a.m., on said date.

BE IT FURTHER RESOLVED, that bids shall be received and opened at a public meeting as provided in the Public Notice and results of said bids shall be considered at the meeting of this Council on **September 12, 2022 at 6:00 o'clock p.m.**

BE IT FURTHER RESOLVED, that the Clerk be and is hereby directed to publish Notice of Hearing once in said newspaper, said publication being not less than four (4) clear days nor more than twenty (20) days prior to the date hereinafter fixed as the date of the public hearing on the plans, specifications, form of contract and estimate of costs for said project, said hearing being at 6:00 o'clock p.m. on September 12, 2022

PASSED AND APPROVED this 22 day of August 2022.

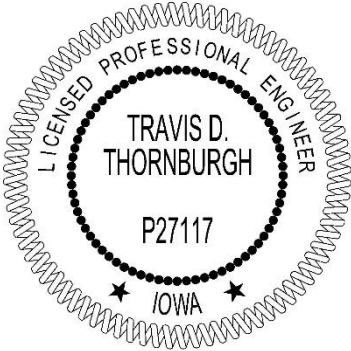
Steve Karsjen, Mayor

ATTEST:

Jenny Coffin, City Clerk

**WEST BRIDGE ROAD WATER MAIN LOOP PROJECT
POLK CITY, IOWA**

PROJECT NO.: 121.0378.01

 <p>The seal is circular with a wavy outer border. Inside the border, the text "LICENSED PROFESSIONAL ENGINEER" is written in a circle. In the center, it says "TRAVIS D. THORNBURGH" and "P27117". At the bottom, it says "IOWA" with two stars on either side.</p>	<p>I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.</p> <p><i>Travis D. Thornburgh</i> <u>8/17/2022</u> Travis D. Thornburgh, P.E. Date License Number P27117 My License Renewal Date is December 31, 2022 Pages or sheets covered by this seal: <u>ALL SHEETS</u></p>
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SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
(515) 964-2020

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The most recent editions, as per the project letting date, of the Statewide Urban Design and Specifications (SUDAS) Standard Specifications, the Iowa Department of Transportation (Iowa DOT) Standard Specifications (where applicable), and the Iowa DOT Materials I.M.s (where applicable), shall apply to all work performed on this project unless otherwise noted herein.

**NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING**
JURISDICTION OF **THE CITY OF POLK CITY** PUBLIC IMPROVEMENT PROJECT

Notice is hereby given that a public hearing will be held by the **City of Polk City, Iowa** on the proposed contract documents (plans, specifications, and form of contract) and estimated cost for the improvement at its meeting at **6:00 P.M.** on **September 12, 2022**, in said **Council Chambers at City Hall, 112 3rd Street, Polk City, Iowa** for the **West Bridge Road Water Main Loop Project**.

Sealed bids for the work comprising each improvement as stated below must be filed before **10:00, A.M.** according to the clock in the office of the **City Clerk** on **September 7, 2022**, in the office of the **City Clerk**. Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Sealed proposals will be opened, and bids tabulated at **10:00, A.M.** on **September 7, 2022**, in said **Council Chambers** for consideration by the **City Council** at its meeting on **September 12, 2022**.

Work on the improvement shall be commenced any time upon approval of the contract by the Council and after a written Notice to Proceed is issued, which shall be **no earlier than September 19, 2022**. The Contractor shall be given the option to complete this work in the Fall of 2022 or the Spring of 2023 as stated below. The Notice to Proceed will be issued when weather permits and after the preconstruction conference.

The contract documents may be examined at the **Polk City Office of City Hall, 112 3rd Street, Polk City, Iowa**. Hard copies of the project documents may be obtained from Snyder & Associates, Inc. 2727 SW Snyder Blvd, Ankeny, Iowa 50023 at no cost. Electronic contract documents are available at no cost by clicking on the "Bids" link at www.snyder-associates.com and choosing the **West Bridge Road Water Main Loop Project** on the left. Project information, engineer's cost opinion, and planholder information is also available at no cost at this website. Downloads require the user to register for a free membership at QuestCDN.com.

By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa statutes.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

West Bridge Road Water Main Loop Project

The Project includes water main installation, water main removal, removal and replacement of HMA 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.

Each bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful bidder will enter into a contract for the work bid upon and will furnish after the award of contract a corporate surety bond, in a form acceptable to the Jurisdiction, for the faithful performance of the contract, in an amount equal to 100% of the amount of the contract. The bidder's security shall be in the amount fixed in the Instruction to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a bid bond on the form provided in the contract documents with corporate surety satisfactory to the Jurisdiction. The bid shall contain no condition except as provided in the specifications.

The **City of Polk City** reserves the right to defer acceptance of any bid for a period of sixty (60) calendar days after receipt of bids and no bid may be withdrawn during this period.

Each successful bidder will be required to furnish a corporate surety bond in an amount equal to 100% of its contract price. Said bond shall be issued by a responsible surety approved by **the City of Polk City** and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless **the City of Polk City** from claims and damages of any kind caused by the operations of the contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of two years from and after acceptance of the contract. The guaranteed maintenance period for new paving shall be four years.

The **City of Polk City**, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Completion of the Work

The Contractor shall be given the option to proceed with work on said project either in the Fall of 2022 or in the Spring of 2023.

Fall 2022: Should the Contractor choose to begin work on said project in the Fall of 2022, work shall commence no sooner than the pre-construction meeting, and no later than November 15, 2022. The contractor shall be allotted 15 working days to complete all work, including installation of permanent surface restoration. Working day shall be counted from the date that work commences, or November 1, 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.

Spring 2023: Should the Contractor choose to begin work on said project in the Spring of 2023, 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 day 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.

The **City of Polk City** does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the jurisdiction.

This Notice is given by authority of the City Council of the **City of Polk City, Iowa**.

Steve Karsjen, Mayor
City of Polk City

ATTEST:

Jenny Coffin, City Clerk
City of Polk City

NOTICE OF HEARING

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST FOR THE WEST BRIDGE ROAD WATER MAIN LOOP PROJECT FOR THE CITY OF POLK CITY.

Public Notice is hereby given that at **6:00 P.M** on the **12th** day of **September, 2022**, the **City Council of Polk City** will, in the **Council Chambers at City Hall, 112 3rd Street, Polk City, Iowa**, hold a hearing whereat said **City Council** will resolve to adopt plans, specifications, form of contract and estimate of cost for the construction of the **West Bridge Road Water Main Loop Project** and, at the time, date and place specified above, or at such time, date and place as then may be fixed, to act upon proposals and enter into contract for the construction of said improvements.

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

The Project includes water main installation, water main removal, removal and replacement of HMA 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.

At said hearing, the **City Council** will consider the proposed plans, specifications, form of contract and estimate of cost for said project, the same now being on file in the **office of the City Clerk**, reference to which is made for a more detailed and complete description of the proposed improvements, and at said time and place the said Council will also receive and consider any comments/objections to said plans, specifications and form of contract or to the estimated cost of said improvements made by any interested party.

This Notice is given by authority of the **City of Polk City, Iowa**.

Jenny Coffin, City Clerk
City of Polk City

Published in the _____ **Register** on the ____ day of _____, 2021.

INSTRUCTIONS TO BIDDERS

Project Name: West Bridge Road Water Main Loop Project

The work comprising the above referenced project shall be constructed in accordance with the 2022 edition of the SUDAS Standard Specifications and as further modified by supplemental specifications and special provisions included in the contract documents. The terms used in the contract revision of the documents are defined in said Standard Specifications. Before submitting your bid, review the requirements of Division 1, General Provisions and Covenants, in particular the sections regarding proposal requirements, bonding, contract execution and insurance requirements. Be certain that all documents have been completed properly, as failure to complete and sign all documents and to comply with the requirements listed below can cause your bid not to be read.

I. BID SECURITY

The bid security must be in the minimum amount of **10%** of the total bid amount including all add alternates (do not deduct the amount of deduct alternates). Bid security shall be in the form of a cashier's check or a certified check, drawn on an FDIC insured bank in Iowa or drawn on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a bid bond executed by a corporation authorized to contract as a surety in Iowa or satisfactory to the Jurisdiction. The bid bond must be submitted on the enclosed Bid Bond form as no other bid bond forms are acceptable. All signatures on the bid bond must be original signatures in ink; facsimile (fax) of any signature or use of an electronic signature on the bid bond is not acceptable. Bid security other than said bid bond shall be made payable to **City of Polk City, Iowa**. "Miscellaneous Bank Checks," and personal checks, as well as "Money Orders" and "Traveler's Checks" issued by persons, firms, or corporations licensed under Chapter 533C of the Iowa Code, are not acceptable bid security.

II. SUBMISSION OF THE PROPOSAL AND IDENTITY OF BIDDER

- A. The proposal shall be sealed in an envelope, properly identified as the Proposal with the project title and the name and address of the bidder, and deposited with the Jurisdiction at or before the time and at the place provided in the Notice to Bidders. It is the sole responsibility of the bidder to see that its proposal is delivered to the Jurisdiction prior to the time for opening bids, along with the appropriate bid security sealed in a separate envelope identified as Bid Security and attached to the outside of the bid proposal envelope. Any proposal received after the scheduled time for the receiving of proposals will be returned to the bidder unopened and will not be considered. If the Jurisdiction provides envelopes for proposals and bid security, bidders shall be required to utilize such envelopes in the submission of their bids.

B. The following documents shall be completed, signed, and returned in the Proposal envelope. The bid cannot be read if any of these documents are omitted from the Proposal envelope.

1. PROPOSAL – Complete each of the following parts:

- Part B – Acknowledgment of Addenda, if any have been issued
- Part C – Bid Items, Quantities, and Prices
- Part F – Additional Requirements

The following proposal attachments must be completed and attached:

<u>ITEM NO.</u>	<u>DESCRIPTION OF ATTACHMENT</u>
1.	<u>Bidder Status Form</u>
2.	<u>Part C – Bid Schedule</u>
3.	_____
4.	_____
5.	_____
6.	_____

- Part G – Identity of Bidder (including the Bidder Status Form)

Sign the proposal. The signature on the proposal and all proposal attachments must be an original signature in ink signed by the same individual who is the Company Owner or an authorized Officer of the Company; copies or facsimile of any signature or electronic signatures will not be accepted. The Bidder Status Form is required by the Iowa Labor Commissioner, pursuant to the Iowa Administrative Code rule 875-156.2(1). The Bidder must complete and submit the Bidder Status Form, signed by an authorized representative of the Bidder, with their bid proposal. Under Iowa Administrative Code rule 875-156.2(1), failure to provide the Bidder Status Form with the bid may result in the bid being deemed non-responsive and may result in the bid being rejected. The Worksheet: Authorized to Transact Business from the Labor Commissioner is including on the following page and can be used to assist Bidders in completing the Bidder Status Form.

The following documents must be submitted as printed. No alterations, additions, or deletions are allowed. If the Bidder notes a requirement in the contract documents that the Bidder believes will require a conditioned or unsolicited alternate bid, the Bidder must immediately notify the Engineer in writing. The Engineer will issue any necessary interpretation by an addendum.

PROPOSAL

PROPOSAL: PART A – SCOPE

The City of Polk City, hereinafter called the “Jurisdiction,” has need of a qualified contractor to complete the work comprising the below referenced improvement. The undersigned Bidder hereby proposes 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, at the prices hereinafter provided in Part C of the Proposal, for the following described improvements:

West Bridge Road Water Main Loop Project

The Project includes water main installation, removal, water main removal and replacement of HMA 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.

PROPOSAL: PART B – ACKNOWLEDGMENT OF ADDENDA

The Bidder hereby acknowledges that all addenda become a part of the contract documents when issued, and that each such addendum has been received and utilized in the preparation of this bid. The Bidder hereby acknowledges receipt of the following addenda by inserting the number of each addendum in the blanks below:

ADDENDUM NUMBER _____ ADDENDUM NUMBER _____

ADDENDUM NUMBER _____ ADDENDUM NUMBER _____

and certifies that said addenda were utilized in the preparation of this bid.

PROPOSAL: PART C – BID ITEMS, QUANTITIES, AND PRICES

UNIT BID PRICE CONTRACTS: The Bidder must provide the Unit Bid Price, the Total Bid Price, any Alternate Prices, and the Total Construction Costs on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices. In case of discrepancy, the Unit Bid Price governs. The quantities shown on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices are approximate only, but are considered sufficiently adequate for the purpose of comparing bids. The Total Construction Cost plus any alternates selected by the Jurisdiction, shall be used only for comparison of bids. The Total Construction Cost, including any Add-Alternates, shall be used for determining the sufficiency of the bid security.

BASE BID CONTRACTS: The Bidder must provide any Bid Prices, any Alternate Prices, and the Total of the Base Bid plus any Add-Alternates on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices. The Total of the Base bid plus any Alternates selected by the Jurisdiction shall be used only for comparison of bids. The Total of the Base Bid plus any Add-Alternates shall be used for determining the sufficiency of the bid security.

PROPOSAL: PART D – GENERAL

The Bidder hereby acknowledges that the Jurisdiction, in advertising for public bids for this project, reserves the right to:

1. Reject any or all bids. Award of the contract, if any, to be to the lowest responsible, responsive bidder; and
2. Reject any or all alternates in determining the items to be included in the contract. Designation of the lowest responsible, responsive bidder to be based on comparison of the total bid plus any selected alternates; and
3. Make such alterations in the contract documents or in the proposal quantities as it determines necessary in accordance with the contract documents after execution of the contract. Such alterations shall not be considered a waiver of any conditions of the contract documents, and shall not invalidate any of the provisions thereof; and

The Bidder hereby agrees to:

1. Enter into a contract, if this proposal is selected, in the form approved by the Jurisdiction, provide proof of registration with the Iowa Division of Labor in accordance with Chapter 91C of the Iowa Code, and furnish a performance, maintenance, and payment bond; and
2. Forfeit bid security, not as a penalty but as liquidated damages, upon failure to enter into such contract and/or to furnish said bond; and
3. Commence the work on this project on or before a date to be specified in a written notice to proceed by the Jurisdiction, and to fully complete the **West Bridge Road Water Main Loop Project as follows:**

The Contractor shall be given the option to proceed with work on said project either in the Fall of 2022 or in the Spring of 2023.

Fall 2022: Should the Contractor choose to begin work on said project in the Fall of 2022, work shall commence no sooner than the pre-construction meeting, and no later than November 15, 2022. The contractor shall be allotted 15 working days to complete all work, including installation of permanent surface restoration. Working day shall be counted from the date that work commences, or November 1, 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.

Spring 2023: Should the Contractor choose to begin work on said project in the Spring of 2023, 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 day 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.

PROPOSAL: PART E – NON-COLLUSION AFFIDAVIT

The Bidder hereby certifies:

1. That this proposal is not affected by, contingent on, or dependent on any other proposal submitted for any improvement with the Jurisdiction; and
2. That no individual employed by the Bidder has employed any person to solicit or procure the work on this project, nor will any employee of the Bidder make any payment or agreement for payment of any compensation in connection with the procurement of this project; and
3. That no part of the bid price received by the Bidder was or will be paid to any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Bidder whose services in connection with the construction of the project were in the regular course of their duties for the Bidder; and
4. That this proposal is genuine and not collusive or sham; that the Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to submit a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the bid price of the Bidder or of any other bidder, and that all statements in this proposal are true; and
5. That the individual(s) executing this proposal have the authority to execute this proposal on behalf of the Bidder.

PROPOSAL: PART F – ADDITIONAL REQUIREMENTS

The Bidder hereby agrees to comply with the additional requirements listed below that are included in this proposal and identified as proposal attachments:

<u>ITEM NO.</u>	<u>DESCRIPTION OF ATTACHMENT</u>
1.	_____
2.	_____
3.	_____
4.	_____
5.	_____
6.	_____

PROPOSAL: PART G – IDENTITY OF BIDDER

The Bidder shall indicate whether the bid is submitted by a/an:

- Individual, Sole Proprietorship
- Partnership
- Corporation
- Limited Liability Company
- Joint-venture: all parties must join-in and execute all documents
- Other

The Bidder shall enter its Public Registration Number _____ - _____ issued By the Iowa Commissioner of Labor Pursuant Section 91C.5 of the Iowa Code.

Failure to provide said Registration Number shall result in the bid being read under advisement. A contract will not be executed until the Contractor is registered.

_____ Bidder

_____ Signature

By _____ Name (Print/Type)

_____ Title

_____ Street Address

_____ City, State, Zip Code

_____ Telephone Number

Type or print the name and title of the company's owner, president, CEO, etc. if a different person than entered above

_____ Name

_____ Title

NOTE: The signature on this proposal must be an original signature in ink; copies, facsimiles, or electronic signatures will not be accepted.

PROPOSAL ATTACHMENT: PART C**Project Name: West Bridge Road Water Main Loop Project****PROPOSAL****PROPOSAL ATTACHMENT: PART C – BID ITEMS, QUANTITIES, AND PRICES**

This is a UNIT BID PRICE CONTRACT. The bidder must provide the Bid Price(s), any Alternate Price(s), and the Total of the Base Bid plus any Add-Alternates in this Proposal Attachment: Part C – Bid Items, Quantities, and Prices the total of the base bid plus any alternates selected by the Jurisdiction shall be used only for comparison of bids. The total of the Base Bid plus any Add-Alternates shall be used for determining the sufficiency of the bid security.

ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
EARTHWORK					
2.1	Topsoil, On-Site	CY	149	\$	\$
2.2	Remove, Salvage, and Replace Erosion Control Rock	CY	58	\$	\$
TRENCH EXCAVATION AND BACKFILL					
3.1	Trench Compaction Testing	LS	1	\$	\$
WATER MAIN AND APPURTENANCES					
5.1	Water Main, Trenched, PVC C900, 12"	LF	252	\$	\$
5.2	Fitting, 22.5 Degree Bend, 12"	EA	2	\$	\$
5.3	Fitting, 45 Degree Bend, 12"	EA	2	\$	\$
5.4	Valve, Gate, 12"	EA	1	\$	\$
5.5	Fire Hydrant Assembly Removal	EA	1	\$	\$
5.6	Connection to Existing Water Main	EA	1	\$	\$
STREETS AND RELATED WORK					
7.1	Driveway Removal, HMA	SY	26	\$	\$
7.2	HMA Driveway, Low Traffic, 1/2" Mix, 58-28S	SY	26	\$	\$
TRAFFIC CONTROL					
8.1	Temporary Traffic Control	LS	1	\$	\$
SITE WORK AND LANDSCAPING					
9.1	Conventional Seeding and Fertilizing, Permanent, Type 1	ACRE	0.3	\$	\$

ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
MISCELLANEOUS					
11.1	Mobilization	LS	1	\$	\$
11.2	Remove, Salvage, and Reset Mailbox	EA	1	\$	\$
11.3	Utility Exploration/Potholing	LS	1	\$	\$
				TOTAL BID:	\$

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- Yes No My business is currently registered as a contractor with the Iowa Division of Labor.
- Yes No My business is a sole proprietorship, and I am an Iowa resident for Iowa income tax purposes.
- Yes No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- Yes No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- Yes No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa Secretary of State, has filed its most recent biennial report with the Secretary of State, and has neither received a certificate of withdrawal from the Secretary of state nor had its authority revoked.
- Yes No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- Yes No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- Yes No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- Yes No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa Secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- Yes No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- Yes No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

Bidder Status Form

To be completed by all bidders

Part A

Please answer "Yes" or "No" for each of the following:

- Yes No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).
- Yes No My company has an office to transact business in Iowa.
- Yes No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- Yes No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- Yes No My company is not a subsidiary of another business entity, or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a non-resident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders

Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: _____ to _____ Address: _____
(mm/dd/yyyy) City, State, Zip: _____

Dates: _____ to _____ Address: _____
(mm/dd/yyyy) City, State, Zip: _____

Dates: _____ to _____ Address: _____
(mm/dd/yyyy) City, State, Zip: _____

You may attach additional sheet(s) if needed.

To be completed by non-resident bidders

Part C

- Name of home state or foreign country reported to the Iowa Secretary of State:

- Does your company's home state or foreign country offer preferences to bidders who are residents? Yes No
- If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: _____

Signature: _____ Date: _____

BID BOND

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety, are held and firmly bound unto _____, as Oblige, (hereinafter referred to as "the Jurisdiction"), in the penal sum of _____ dollars (\$ _____), or _____ percent of the amount bid in lawful money of the United States, for which payment said Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas the Principal has submitted to the Jurisdiction a certain proposal, in a separate envelope, and hereby made a part hereof, to enter into a contract in writing, 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 HMA 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 Surety hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Jurisdiction may accept such bid or execute such Contract; and said Surety does hereby waive notice of any such extension.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be _____ County, State of Iowa. If legal action is required by the Jurisdiction against the Surety or Principal to enforce the provisions of the bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Surety or Principal agrees to pay the Jurisdiction all damages, costs, and attorney fees incurred by enforcing any of the provisions of this Bond. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against Surety for any amount guaranteed hereunder whether action is brought against Principal or whether Principal is joined in any such action or actions or not.

NOW, THEREFORE, if said proposal by the Principal be accepted, and the Principal shall enter into a contract with Jurisdiction in accordance with the terms of such proposal, including the provision of insurance and of a bond as may be specified in the contract documents, with good and sufficient surety for the faithful performance of such contract, for the prompt payment of labor and material furnished in the prosecution thereof, and for the maintenance of said improvements as may be required therein, then this obligation shall become null and void; otherwise, the Principal shall pay to the Jurisdiction the full amount of the bid bond, together with court costs, attorney's fees, and any other expense of recovery.

Signed and sealed this _____ day of _____, 20_____.

SURETY:

PRINCIPAL:

By _____
 Surety Company

 Signature Attorney-in-Fact/Officer

 Printed Name of Attorney-in-Fact/Officer

 Company Name

 Company Address

 City, State, Zip Code

 Company Telephone Number

By _____
 Bidder

 Signature

 Printed Name

 Title

 Address

 City, State, Zip Code

 Telephone Number

NOTE: All signatures on this bid bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted. This bond must be sealed with the Surety's raised, embossing seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.

CONTRACT

THIS CONTRACT, made and entered into at Polk City, Iowa this _____ day of _____, 2022, by and between the City of Polk City by its Mayor, upon order of its City Council hereinafter called the "Jurisdiction," and _____, 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 HMA 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 _____

_____ dollars (\$) _____) 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:

The Contractor shall be given the option to proceed with work on said project either in the Fall of 2022 or in the Spring of 2023.

Fall 2022: Should the Contractor choose to begin work on said project in the Fall of 2022, work shall commence no sooner than the pre-construction meeting, and no later than November 15, 2022. The contractor shall be allotted 15 working days to complete all work, including installation of permanent surface restoration. Working day shall be counted from the date that work commences, or November 1, 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.

Spring 2023: Should the Contractor choose to begin work on said project in the Spring of 2023, 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 day 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 _____

Contractor

(Seal)
ATTEST:

By _____
Signature

Title

FORM APPROVED BY:

Attorney for Jurisdiction

Street Address

City, State, Zip Code

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number _____ - _____ 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 _____)
) 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, who, being by me duly sworn, did say that they are the _____, 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 _____ and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____, 20 ____

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.

ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
EARTHWORK					
2.1	Topsoil, On-Site	CY	149	\$	\$
2.2	Remove, Salvage, and Replace Erosion Control Rock	CY	58	\$	\$
TRENCH EXCAVATION AND BACKFILL					
3.1	Trench Compaction Testing	LS	1	\$	\$
WATER MAIN AND APPURTENANCES					
5.1	Water Main, Trenched, PVC C900, 12"	LF	252	\$	\$
5.2	Fitting, 22.5 Degree Bend, 12"	EA	2	\$	\$
5.3	Fitting, 45 Degree Bend, 12"	EA	2	\$	\$
5.4	Valve, Gate, 12"	EA	1	\$	\$
5.5	Fire Hydrant Assembly Removal	EA	1	\$	\$
5.6	Connection to Existing Water Main	EA	1	\$	\$
STREETS AND RELATED WORK					
7.1	Driveway Removal, HMA	SY	26	\$	\$
7.2	HMA Driveway, Low Traffic, 1/2" Mix, 58-28S	SY	26	\$	\$
TRAFFIC CONTROL					
8.1	Temporary Traffic Signal	LS	1	\$	\$
SITE WORK AND LANDSCAPING					
9.1	Conventional Seeding and Fertilizing, Permanent, Type 1	ACRE	0.3	\$	\$
MISCELLANEOUS					
11.1	Mobilization	LS	1	\$	\$
11.2	Remove, Salvage, and Reset Mailbox	EA	1	\$	\$
11.3	Utility Exploration/Potholing	LS	1	\$	\$

TOTAL BID: \$ _____

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal (hereinafter the "Contractor" or "Principal" and _____, as Surety are held and firmly bound unto _____, 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 _____ dollars (\$ _____), 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 _____ day of _____, _____, 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 HMA 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 _____ DOLLARS (\$ _____), which is the cost associated with those items shown on the proposal and in the Contract that require a maintenance bond period in excess of one year.

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

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

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

will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

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

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

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

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

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

PRINCIPAL:

SURETY:

Contractor

By _____
Signature

Title

Surety Company

By _____
Signature Attorney-in-Fact Officer

Printed Name of Attorney-in-Fact Officer

FORM APPROVED BY:

Attorney for Jurisdiction

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

NOTE:

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

PART 1 - SPECIAL CONDITIONS
WEST BRIDGE ROAD WATER MAIN LOOP PROJECT
POLK CITY, IOWA

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- | | |
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1. INTENT

- 1.1 To supplement the provisions of the GENERAL CONDITIONS by outlining special conditions applicable to project.

2. LOCATION

- 2.1 Work is located on City owned property in the City of Polk City, Iowa.

3. SITE AVAILABILITY AND WORK AREA LIMITS

- 3.1 It is anticipated that the site(s) will be fully available September 19, 2022. Full Notice to Proceed is anticipated to be made after the preconstruction meeting, as soon as September 19, 2022.
- 3.2 Contractor shall coordinate construction activities and work schedule with the Engineer, City of Polk City, and any adjacent construction operations located near the project area.
- 3.3 The project corridor is located at the intersection of West Bridge Road and Parker Boulevard.
- 3.4 Once construction work commences, confine movements of equipment and personnel, excavation, spoil banks, and all other construction operations within construction limits as shown on the construction drawings.

3.5 The Contractor shall limit his work operations to the following hours as follows unless otherwise noted in the staging notes:

3.5.1 Monday through Friday – 7:00 a.m. to 9:00 p.m.

3.5.2 Saturday – 7:00 a.m. to 6:00 p.m.

3.5.3 Sunday – 9:00 a.m. to 6:00 p.m.

4. ORDER OF CONSTRUCTION

4.1 The Contractor shall provide Engineer with proposed schedule of construction showing dates of starting and completing various portions of work. All major work items and stages shall be shown on the work schedule. This schedule is required at the Preconstruction Meeting and shall be updated for each construction meeting.

4.2 The Contractor is required to submit an updated and accurate construction schedule with each partial pay application submittal. Partial pay applications will not be processed until said construction schedule is received by the Engineer.

5. INTERRUPTIONS TO SERVICE

5.1 Utility service shall remain in substantially continuous operation during construction except during periods of notified service interruption.

5.2 Perform work which will interrupt utility service only at times approved by Engineer; hold interruptions of service to a minimum.

5.3 If damage or disruption of utility service(s) occurs due to construction activities, immediately notify the Engineer and the impacted utilities.

6. SERVICE FACILITIES

6.1 Compressed air, electrical power, sanitary facilities, storage areas, and other services shall be furnished by Contractor to meet their own requirements and at their own cost. All facilities shall be confined to the City owned property within the construction limits, as defined and approved by the City.

6.2 Construction water, required for the project, may be drawn from the City water system, and shall be measured and paid for by the Contractor through the use of a hydrant meter, available from City Hall.

7. STORAGE OF MATERIALS AND EQUIPMENT

- 7.1 Secure site for storage of materials and equipment. Do not store within street rights-of-way still open to the general public unless allowed by Engineer.
- 7.2 Store materials and equipment in manner which will preserve their quality and suitability for incorporation into the work.

8. CONSTRUCTION FACILITIES BY CONTRACTORS

- 8.1 Provide office telephone and cell phone numbers of contractor representative for weekend, holiday, and evening problems referral.
- 8.2 Provide fence, barricades, and/or workers to prevent access of unauthorized persons to site where work is in progress and to ensure the safety of the public when allowed on site.

9. INSURANCE BY CONTRACTORS

- 9.1 The CONTRACTOR shall purchase and maintain such insurance as will protect them from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by the CONTRACTOR or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
 - 9.1.1 Claims under worker's compensation, disability benefit and other similar employee benefit acts;
 - 9.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of their employees;
 - 9.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than their employees.
 - 9.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and
 - 9.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.
- 9.2 Certificates of Insurance acceptable to the JURISDICTION shall be filed with the JURISDICTION prior to commencement of the WORK. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the JURISDICTION.
- 9.3 The CONTRACTOR shall procure and maintain, at their own expense, during the CONTRACT TIME, liability insurance as hereinafter specified;

9.3.1 CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting them from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by themselves or by any SUBCONTRACTOR under them, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under them. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$2,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$250,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$500,000 aggregate for any such damage sustained by two or more persons in any one accident. The JURISDICTION, Engineer and their employees and agents shall be listed as additional insureds in the Contractor's insurance policy and listed as such on the "Description of - - Special Items" portion of the "Certificate of Insurance". All of said Contractor's insurance shall be written in insurance companies authorized to do business in the State of Iowa.

9.3.2 The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of the JURISDICTION, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.

9.4 The CONTRACTOR shall procure and maintain, at their own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the work is performed, Worker's Compensation Insurance, including occupational disease provisions, for all of their employees at the site of the PROJECT and in case any work is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Worker's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Worker's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of their employees not otherwise protected.

9.5 The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for WORK to be performed. Unless specifically authorized by the JURISDICTION, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and until the WORK is accepted by the JURISDICTION. The policy shall name as the insured the CONTRACTOR, the ENGINEER, and the JURISDICTION.

- 9.6 Jurisdiction reserves the right to approve insurance company.
- 9.7 Jurisdiction shall have the right at any time to require public liability insurance and property damage liability insurance greater than required in Section 21 of the GENERAL CONDITIONS. Additional premiums payable solely as result of such additional insurance shall be added to bid price.
- 9.8 Furnish certificates of insurance to Engineer made in favor of Jurisdiction showing compliance with foregoing requirements and including the Jurisdiction and Engineer as additional insureds.

10. EMPLOYMENT PRACTICES

- 10.1 Contractor, or his/her subcontractors, shall not employ any person whose physical or mental condition is such that their employment will endanger the health and safety of themselves, or others employed on the project.
- 10.2 Preference shall be given to City of Polk City residents for needed labor forces.

11. APPROVAL OF MATERIALS

- 11.1 All materials to be supplied by the Contractor shall have prior approval by the Engineer as to suppliers, components, proportions, gradations, sources, and delivery methods.
- 11.2 Submit to the Engineer two copies of certified statements of materials; certify that the materials to be used on this project meet the specifications so outlined. Any deviations must be pointed out and will be subject to the approval of the Engineer before incorporation into this project.
- 11.3 Submit all material reports/certificates to the Engineer one week before work is to commence or at the Preconstruction Meeting, whichever is first.
- 11.4 Any materials not in compliance with these specifications will be ordered off the site(s) and compensation for transportation and/or materials will not be paid.

12. PROJECT ACCEPTANCE

- 12.1 All seeding and surface restoration shall meet the following requirements prior to project acceptance:
 - 12.1.1 All requirements for the completed installation, watering, and maintenance have been provided.
 - 12.1.2 Seeded areas shall be live, healthy, growing, well- established condition without eroded areas, bare spots, free of weeds, undesirable grass species, disease, and insects.
 - 12.1.3 Seed has achieved no less the 70% uniform establishment and coverage within two (2) weeks after initial seeding.
 - 12.1.4 Clean-up operations are completed.

- 12.2 Reseeding and overseeding work shall be reinspected in accordance with 12.1 above before acceptance.
- 12.3 All streets, sidewalks, and recreational trails located within the project limits shall be cleaned and free of mud, dirt, and other debris on a continuing basis after each work shift.
- 12.4 The punch list items shall be completed prior to project acceptance.
- 12.5 Grass located within the project limits that is 18-inches or greater in height shall be mowed prior to project acceptance.

PART 2 - GENERAL REQUIREMENTS

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1.1 INTENT	1.7 FIELD TESTS
1.2 WORK REQUIRED	1.8 CONSTRUCTION FACILITIES
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1.1 INTENT

1.1.1 The Technical Specifications that apply to the materials and construction practices are defined as follows:

1.1.1.1 The 2022 Iowa Urban Standard Specifications for Public Improvements except as modified by these Technical Specifications and Special Provisions.

1.1.1.2 Supplemental Specifications incorporated into this document.

1.1.2 The intent of the specifications is to describe the construction desired, performance requirements and standards of materials and construction.

1.1.3 Contractor shall furnish and install materials and perform all work and services for completed project described in Contract Documents.

1.2 WORK REQUIRED

1.2.1 Work under this contract includes all materials, equipment, transportation, labor, traffic control, and associated work for the construction of the West Bridge Water Main Loop Project. This includes water main construction, removal, driveway removal, driveway replacement, surface restoration and associated work.

1.2.2 The Jurisdiction shall furnish construction staking in accordance with Section 1.10 of these General Requirements. Construction staking is for "one time only", any restaking required due to the Contractor's carelessness will be charged to the Contractor at a rate of \$165.00 per manhour. Any staking requested beyond what is depicted in Section 1.10 shall be negotiated prior to staking.

1.3 PLANS AND SPECIFICATIONS

1.3.1 Engineer will furnish a maximum of five (5) sets of 11x17 plans and specifications to Contractor after award of contract. Contractor shall pay printing costs for 22x34 sets or additional 11x17 sets required.

1.3.2 Contractor will provide one set of plans and specifications for each foreman and superintendent in charge of each crew on the job.

1.4 SUBMITTALS

- 1.4.1 Provide Engineer with proposed schedule of construction showing dates of starting and completing various portions of work. This schedule is required at the Preconstruction Meeting and shall be updated for each weekly or bi-weekly construction meeting.
- 1.4.2 The Contractor is required to submit an updated and accurate construction schedule with each partial pay application submittal. Partial pay applications will not be processed until said construction schedule is received by Engineer.
- 1.4.3 The Contractor shall furnish certificates of insurance to the Engineer as outlined in Division 1 – General Provisions and Covenants. Certificates shall include the Jurisdiction and Engineer as additional insured.
- 1.4.4 Submit the following information for Engineer's review. Provide two (2) copies plus copies required by Contractor.
 - 1.4.4.1 Purchase orders and subcontracts without prices.
 - 1.4.4.2 Materials test reports.
 - 1.4.4.3 Manufacturer's data for materials that are to be permanently incorporated into the project.
 - 1.4.4.4 Seed bag labels and receipts.
 - 1.4.4.5 Such other information as Engineer may request.

1.5 STANDARDS AND CODES

- 1.5.1 Construct improvements with best present day construction practices and equipment.
- 1.5.2 Conform with and test materials in accordance with applicable sections of the following standards and codes unless specifically noted to the contrary:
 - 1.5.2.1 SUDAS Standard Specifications, 2022 Edition
 - 1.5.2.2 Iowa DOT Standard Specifications, Most Recent Edition
 - 1.5.2.3 Iowa DOT Materials I.M.s, Most Recent Edition
 - 1.5.2.4 American Association of State Highway and Transportation Officials (AASHTO).
 - 1.5.2.5 American Concrete Institute (ACI).
 - 1.5.2.6 American Concrete Paving Association (ACPA).
 - 1.5.2.7 American Institute of Steel Construction (AISC).
 - 1.5.2.8 American Society for Testing and Materials (ASTM).
 - 1.5.2.9 American National Standards Institute (ANSI).

- 1.5.2.10 American Water Works Association (AWWA).
- 1.5.2.11 American Welding Society (AWS).
- 1.5.2.12 Federal Specifications (FS).
- 1.5.2.13 Occupational Safety and Health Act of 1970 (Public Law 91-596) (OSHA).
- 1.5.2.14 Iowa Occupational Safety and Health Act of 1972 (Chapter 88, Code of Iowa 1997) (IOSHA).
- 1.5.2.15 Manual of Accident Prevention in Construction by Associated General Contractors of America, Inc. (AGC).
- 1.5.2.16 Standards and Codes of the State of Iowa and applicable local standards, codes, and ordinances of the City of Polk City, Iowa.
- 1.5.2.17 Other standards and codes which may be applicable to acceptable standards of the industry for equipment, materials, and installation under the contract.

1.6 MATERIALS TESTS

- 1.6.1 Contractor shall employ and pay for services of an independent testing laboratory for tests required to show compliance with construction materials with specifications. Provide transportation of all samples to laboratory. Selection of testing laboratory subject to approval of the Engineer.
- 1.6.2 Provide materials tests as listed herein and as listed in detailed parts of the specifications.
- 1.6.3 Ship no materials to job site until laboratory tests have been furnished which show compliance of materials with specifications.
- 1.6.4 All materials to be supplied by the Contractor shall have prior approval by the Engineer as to suppliers, components, proportions, gradations, sources, and delivery methods.
- 1.6.5 Submit to the Engineer two copies of certified statements of materials; certify that the materials to be used on this project meet the specifications so outlined. Any deviations must be pointed out and will be subject to the approval of the Engineer before incorporation into this project.
- 1.6.6 Submit all material reports/certifications to the Engineer one week before work is commence.
- 1.6.7 Any materials not in compliance with these specifications will be ordered off the site(s) and compensation for transportation and/or materials will not be paid.
- 1.6.8 Provide gradation and materials certifications for pipe bedding, pipe granular backfill and stabilizing material.

1.6.9 Certify that pipes, fittings, and materials are manufactured with applicable specifications.

1.7 FIELD TESTS

1.7.1 Testing records created by independent testing laboratory shall be retained by the Contractor. Testing shall meet requirements of Urban Standard Specifications as outlined below:

1.7.1.1 Trench Backfill - Section 3010.

1.7.1.2 Water Main – Section 5030

1.7.2 Coordinate all field testing with the Polk City Public Works. Notify Polk City Public Works when installation is complete and ready for testing.

1.7.3 Contractor to provide assistance in testing procedures including providing necessary concrete and excavating holes for testing trench or subgrade compaction.

1.7.3.1 Determine moisture density relations of soils encountered during construction in accordance with Standard Proctor Method.

1.7.3.2 Perform soil density and moisture tests on all earthwork at locations selected by the Engineer to show compliance of compaction procedures with specifications. Intent is to provide sufficient tests to adequately control and represent the compaction procedures.

1.7.3.3 If trench backfill or embankment fail density tests, rework backfill of subgrade and retest until specified density is obtained; Contractor shall pay all costs for retesting.

1.7.3.4 Additional tests may be made as directed by Engineer.

1.7.4 Contractor will provide PCC slump and entrained air testing at project site to be conducted by independent third party.

1.7.5 The Contractor will provide PCC maturity testing, including placement of all wire leads, by an independent third party, where required by the Contract Documents.

1.7.6 Engineer or Polk City Public Works will observe tests.

1.7.7 If test results do not meet those specified, make necessary corrections and repeat test.

1.7.8 Complete a pressure and leakage test on each section of relocated and installed water main in accordance with Division 5 and AWWA C651-14. The Contractor shall conduct chlorination, flushing and bacteria testing. Includes tapping existing main, tapping sleeves and valves, fittings, blow-offs, and equipment needed to complete the testing as incidental.

1.8 CONSTRUCTION FACILITIES

- 1.8.1 Contractor shall provide suitable storage facilities necessary for proper storage of materials and equipment.
- 1.8.2 Provide telephone number where Contractor's representative can be reached during workday and on nights and weekends in event of emergency.
- 1.8.3 Provide and maintain suitable sanitary facilities for construction personnel for duration of work; remove upon completion of work.
- 1.8.4 Do not store construction equipment or materials on streets open to traffic. Location for storage of equipment by Contractor during non-working hours is subject to approval of Engineer.
- 1.8.5 Provide fence, barricades and/or workers to prevent access of unauthorized persons to site where work is in progress and to ensure the safety of the public when allowed on site.
- 1.8.6 Compressed air, sanitary facilities, storage areas, and other services shall be furnished by the Contractor to meet their own requirements and at their own cost.

1.9 CONSTRUCTION STAKING

1.9.1 General

1.9.1.1 Construction Staking will be provided by the Engineer for construction of the Project. The following items will be staked and are described for clarification as to how work will be performed for the Contractor. The original stakes set by the surveyor shall be preserved. If in the opinion of the Engineer, the original survey stakes or marks have been carelessly or willfully destroyed or disturbed by the Contractor replacement of said stakes will be deemed as re-staking and will be charged back to the Contractor as outlined further in Section 1.10.8.

1.9.1.2 Survey work documentation shall be a combination of digital and hard copy format and is the property of Snyder & Associates, Inc.

1.9.1.3 When survey work is done under traffic conditions appropriate safety signage shall be in place prior to commencement of survey work.

1.9.1.4 Contractor shall provide a minimum of 72 hours' notice for all survey requests. Survey requests shall be made in writing

1.9.2 Removal Staking – Removals will be marked by the Engineer at adequate intervals to facilitate said work.

1.9.3 Right-of-Way and Easement Staking

1.9.3.1 All critical bends in right of way through construction corridor.

1.9.3.2 100-ft intervals in between points of deflection.

1.9.4 Water Main

1.9.4.1 Centerline of pipe runs at beginning, end, and deflection points.

1.9.4.2 Offset points perpendicular to pipe run starting at the low end of run being 0+00', then 0+25', 0+50', 1+00', and 100' intervals to end of line with grades referenced to flow line. Finished elevation cut/fill for access hole rim.

1.9.4.3 Water Main

1.9.4.3.1 Centerline of main at 50' intervals and assembly calls.

1.9.4.3.2 Cut reference to flow line.

1.9.4.3.3 Offset stake for hydrants with cut / fill to finish grade at bottom of flange being 0.2' above proposed finish grade.

1.9.5 Public Utility Service Locations - These locations shall not be staked by the surveyor. The locations of said services shall be the responsibility of the contractor. Upon staking water main, the surveyor shall place temporary lot corner location stakes to assist the contractor in the placement of these services. The temporary lot corners shall be staked once only, and it shall be the contractor's responsibility to protect these stakes for future use. Additional trips to replace said stakes shall be considered extra services. (See Section 1.10.8)

1.9.6 Construction Survey Re-Staking - The original stakes set by the surveyor shall be preserved. If, in the opinion of the Engineer, the original survey stakes or marks have been carelessly or willfully destroyed or disturbed by the Contractor, replacement of said stakes will be deemed as re-staking and will be charged back to the contractor. The Contractor's field representative will be informed of any re-staking as it is requested and approve said work before commencement. Re-staking charges will be invoiced from the Engineer to the Contractor with detailed descriptions weekly to the Contractor for payment.

1.10 MEASUREMENT AND PAYMENT

1.10.1 Contract unit or lump sum prices are full compensation for furnishing all materials, equipment, tools, transportation, and labor necessary to construct and complete each item of work as specified. No separate payment will be made for work included in this project except as set forth in the C-sheets of the plans. Refer to bid item reference information in the C-sheets for additional information. All other items of work are incidental to construction.

1.11 INCIDENTAL CONTRACT ITEMS

1.11.1 The following list includes major items that are incidental to project and will not be paid for as separate bid items. Other items may be designated as incidental under certain bid items.

- Cold weather protection for PCC Paving
- Connection of existing drain lines to storm sewer
- Concrete header removal
- Construction fencing
- Construction staging
- Coordination and cooperation with adjacent property owners
- Coordination of service locations.
- Coordination and cooperation with other Contractors
- Coordination and cooperation with utility companies
- Dewatering
- Dust control
- Engineering fabric
- Excavation and verification of existing utilities
- Field fence removal
- Field Testing
- Finish grading
- Flaggers
- Grading for storm sewer outlets
- Granular backfill and bedding for storm sewer and sanitary sewer installation
- Granular surfacing removal
- Grinding of curb
- Handbill notification of street closures and utility disruption to affected residents
- Handling storm water flow during construction
- Maintaining postal, garbage, and utility service to users
- Maintenance and watering for sodding
- Maintenance of erosion control measures, including silt removal
- Material testing
- Mowing – to maintain grass height below 18 inches
- Overhaul
- Porous backfill and fabric for subdrain
- Proof rolling
- Protection of existing hydrant(s) and valve(s)
- Protection of existing trees and plantings not removed
- Protection of existing utility and light poles
- Reconnection and/or capping of drainage tile lines
- Resodding
- Safety Closures
- Sawcutting
- Site cleanup and restoration
- Subgrade preparation with driveway paving
- Temporary safety closures
- Water valve adjustments
- Watering of sod
- Working fill to reduce moisture content
- Working subgrade to achieve acceptable moisture content
- Wrapping of storm sewer pipe joints

PART 3 - SPECIAL CONSTRUCTION PROVISIONS

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		2.21	WATER MAIN AND FIXTURES

2.1 GENERAL

- A. Procedures outlined herein are not intended to fully cover all special construction procedures but are offered as an aid to Contractor in planning work.
- B. Cooperate with Jurisdiction and Engineer to minimize inconvenience to adjacent property owners and motorists, and to prevent delays in construction and interruptions to continuous operation of utility services.
- C. Notify residents, businesses, police, and fire department at least three (3) days in advance of closing any street or entrance for construction or interruption of water service.
- D. Contractor expected to provide adequate personnel and equipment to perform work within specified time of construction.
- E. Install and maintain orange construction fence around all open trenches or open structures when left unattended.
- F. Clean up and provide surface restoration as construction progresses.
- G. Contractor shall coordinate with Snyder & Associates, Inc. to have staking completed prior to pavement removal operations. Construction staking is for "one time only" and restaking required due to the Contractor's carelessness will be charged to the Contractor at a rate of \$165.00 per manhour.

2.2 JURISDICTION'S RIGHT TO OCCUPY

- A. The Contractor shall coordinate and schedule work to accommodate vehicular access.

2.3 EXISTING UTILITIES

- A. Location of utility lines, mains, cables, and appurtenance shown on plans are from information provided by utility companies and records of Jurisdiction.
- B. Prior to construction, contact all utility companies and have all utility lines and services located. Contractor responsible for excavating and exposing underground utilities in line of work. Confirm location of underground utilities by excavating ahead of work.
- C. Contractor solely responsible for any damage to utilities or private or public property due to utility disruption.
- D. Contractor shall notify utility company immediately if utility line is damaged during construction.
- E. Utility lines, poles, and appurtenances, except water and sewer lines, in direct conflict with line and grade of work will be relocated by utility company before or during construction. Support and protect all utilities that are not moved.
- F. Utility services are generally shown on plans; protect and maintain services during construction.
- G. No claims for additional compensation will be allowed to Contractor for interference or delay caused by utility company.
- H. Contractor shall coordinate their operations with private construction companies on adjacent properties.

2.4 COORDINATION WITH OTHERS

- A. Cooperate and coordinate construction with the City of Polk City, utility companies, affected property owners, and other contractors working in the vicinity of this project.
- B. It is the Contractor's responsibility to schedule and coordinate work to minimize construction delays and conflicts.
- C. Coordinate with property owners prior to beginning work that will affect their parcel.

2.5 CONSTRUCTION LIMITS

- A. Confine the construction operations within the construction limits shown on the plans, consisting of street right-of way.
- B. Do not store equipment, vehicles, or materials within the right-of-way of any streets open to traffic or on temporary access roads at any time.
- C. Areas disturbed outside of construction limits shall be restored at the contractor's expense to the satisfaction of the Jurisdiction. Contractor shall protect trees, fences, sidewalks, and landscaping within the construction limits not marked as remove.

2.6 CONSTRUCTION SCHEDULE

- A. Provide Engineer with proposed schedule of construction showing dates of starting and completing various portions of work. This schedule is required at the Preconstruction Meeting and shall be updated for each weekly or bi-weekly construction meeting.
- B. Contractor shall demonstrate that sufficient manpower and equipment is scheduled for construction work to maintain a timely and orderly construction.
- C. The Contractor is required to start construction per the instructions in the notice to proceed.

2.7 CONSTRUCTION PHASING

- A. Refer to construction staging and traffic control plans on J-sheets in the construction plans.
- B. Include construction phasing on the required construction schedule submittal.
- C. The Contractor may propose modifications to the Construction Phasing and traffic control plan based on their construction schedule and order of work. These modifications must be approved by the Engineer and City prior to implementing.

2.8 SIDEWALK ACCESS

- A. Sidewalk and ramps shall be kept open to pedestrian traffic.
- B. No materials or equipment shall be stored on sidewalks.

2.9 TRAFFIC CONTROL

- A. Contractor shall furnish, erect, operate, maintain, move, and remove all traffic control devices, as shown on the plans, and as approved by Engineer.
- B. Signs, barricades, or other traffic control devices shall conform to Manual on Uniform Traffic Control Devices (MUTCD).
- C. Contractor shall check traffic control devices daily. Repair or replace damaged traffic control devices promptly.
- D. Additional traffic control devices or flaggers may be required to protect the traveling public.
- E. Do not store construction equipment or materials on streets open to traffic.

2.10 LOCATION

- A. Work is located on property owned by the City of Polk City, Iowa.
- B. Confine construction operations within property boundary and construction limits provided.

2.11 DISPOSAL

- A. Remove from project site and dispose of trees, branches, vegetation, rubbish, concrete, asphalt, and other materials encountered.
- B. Dispose of materials in accordance with applicable laws and ordinances. Disposal sites are subject to the review and approval of the Engineer.
 - i. Burning of brush, trees, and other debris is not permitted. Contractor responsible for selecting disposal site.
 - ii. Dispose of broken concrete, asphalt, rubble, excess excavated material, or unsuitable excavated material. Contractor responsible for selecting disposal site.
 - iii. Cooperate with all applicable City, State and Federal agencies concerning disposal of materials.

2.12 EROSION PROTECTION

- A. Comply with IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS, Section 9040 except as modified herein.
- B. Comply with soil erosion control requirements of Iowa Code and local ordinances. Protect against erosion and dust pollution on the project site and any off-site deposit area used for this project.
- C. Provide erosion control measures necessary to protect against siltation and erosion or flow of storm water. Maintain storm sewer and other drainage systems throughout the construction period.
- D. Use silt fences, ditch checks, and other means at all drainage courses and swales to protect against siltation and erosion.
- E. Furnish, install, maintain, clean, repair, and remove silt fence and silt basins at intakes and inlets and as shown on plans and as directed by Engineer.
- F. Contractor fully liable for all damages to public or private property caused by their action or inaction in providing for handling of storm water flow during construction.
- G. As construction progresses, sodding and mulching is required in those segments of the corridor that become available to do so. The Contractor shall not wait until all grading and paving operations are completed before commencing final surface restoration.
- H. The Contractor shall anticipate multiple mobilizations to complete sodding, mulching, and surface restoration operations as areas of the project corridor become available to do so.

2.13 DEWATERING

- A. Perform all work in dry conditions. Do not install utilities or structures on excessively wet soil.
- B. Do not pump water from open excavation in sand and gravel below natural ground water level.
- C. Maintain water levels 2 feet or more below the bottom of excavations in saturated cohesionless (sand and/or gravel) soils to prevent upward seepage which could reduce subgrade support.
 - i. Costs of installing and operating dewatering system are incidental to the construction of the utilities and structures.
- D. Provide for the handling of water encountered during construction.
 - i. Prevent surface water from flowing into excavation, remove water as it accumulates.
 - ii. Divert stream flow away from areas of construction. Do not use sanitary sewers for disposal of trench water.
- E. Include costs of handling both surface water and groundwater in the unit prices for the grading and storm sewer work.

2.14 EXCAVATION AND BACKFILL

- A. Comply with IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS, Sections 2010 and 3010, except as modified herein.
- B. Excavate all materials encountered to depth indicated or specified; comply with safety rules of the state and federal governments.
- C. Pile excavated material suitable for backfill in an orderly manner sufficient distance back from edge of excavation to avoid slides or cave-ins; 2' minimum clear distance.
- D. Remove excavated material not suitable for backfill; waste at disposal area approved by Engineer; removal is incidental to construction.
- E. Where new work crosses existing utilities or utility services, excavate in advance of pipe laying; determine crossing arrangement including exact construction line and grade.
- F. Pipe embedment Class P-2 per SUDAS Figure 3010.104 (SW-104) is required for all PVC water mains.
- G. Compact backfill with pneumatic or mechanical tampers adjacent to or within 12" over pipe. Rollers or vibrating plate compactors may be used after sufficient backfill has been placed to assure that such equipment will not damage or disturb the pipe.

2.15 EARTHWORK

- A. Contractor shall perform all earthwork operations necessary to substantially restor project site to pre-construction grades. Complete all earthwork operations necessary to construct the pavement subgrade to the correct grade and elevations, backfill behind the new curbs, finish-grade to prepare for seeding and provide positive drainage and associated work.
 - i. Strip, salvage, and stockpile existing topsoil prior to performing utility work. Respread stockpiled topsoil when construction is complete. The topsoil shall be spread uniformly over the area to be covered. The surface of the topsoil shall be smoothed and left in a finished condition so that it will drain properly. Include this work in the unit price for Topsoil, On-Site.
- B. Compact all fills under pavements and within right of way to 98% of Standard Proctor Density.
- C. Remove and dispose of excess Class 10 Excavation material off-site. Disposal of excess Class 10 Excavation material will be incidental to earthwork operations.

2.16 PAVEMENT SAWCUTTING AND REMOVAL

- A. Sawcut the existing pavement full-depth at limits of the designated removal areas.
- B. Use due care when completing the sawcutting to ensure that the existing pavement outside of the removal limits is not damaged. Any damage to such pavement due to the contractor's carelessness will be replaced without compensation.
- C. Remove and dispose of the full depth and HMA pavement. Dispose of the pavement off-site. Contractor is responsible for selecting a disposal site. Comply with all applicable City, State, and Federal regulations concerning disposal of materials.
- D. The sawcutting is incidental to the pavement removal items.

2.17 RESPONSIBILITY OF THE CONTRATOR

- A. Supervision of the work.
- B. Protection of all property from injury or loss resulting from construction operations.
- C. Replace or repair objects sustaining any such damage, injury, or loss to satisfaction of Jurisdiction and Engineer.
- D. Cooperate with Jurisdiction, Engineer, and representatives of utilities in locating underground utility lines and structures. Incorrect, inaccurate, or inadequate information concerning location of utilities or structures shall not relieve the Contractor of responsibility for damage thereto caused by construction operations.
- E. Keep cleanup current with construction operations.
- F. Comply with all Federal, State of Iowa, and City of Polk City, Iowa laws and ordinances.

2.18 GARBAGE COLLECTION

- A. Coordinate collection of garbage from individual properties with the local garbage collection agencies operating in the project areas.
- B. Accommodation of garbage collection shall be considered incidental to the project.

2.19 POSTAL SERVICE

- A. Coordination of mail deliver with the U.S. Postal Service
- B. Accommodate postal service at all times. Accommodation of the postal service is considered incidental to the project.

2.20 FIXTURE ADJUSTMENTS

- A. Adjust existing valve boxes as indicated in the construction drawing to finished grade in accordance with the Urban Standard Specifications. Utilize the existing valve boxes.

2.21 WATER MAIN AND FIXTURES

- A. Comply with IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS, Division 5, except as modified herein.
- B. The pipe material used for the water main shall be PVC in locations shown on the plans
- C. Provide Class P-2 bedding for water main and as detailed on Figure 3010.101 (SW-104).

West Bridge Road Water Main Loop Project
Engineer's Opinion of Probable Construction Costs
August 12, 2022

Item No.	SUDAS Number	Item	Unit	Unit Price	Quantity	Total Price
DIVISION 2		EARTHWORK				
2.1	2010-D-1	Topsoil, On-Site	CY	\$ 45.00	149	\$ 6,705.00
2.2	---	Remove, Salvage, and Replace Erosion Control Rock	CY	\$ 50.00	58	\$ 2,900.00
DIVISION 3		TRENCH EXCAVATION AND BACKFILL				
3.1	3010-F	Trench Compaction Testing	LS	\$ 1,000.00	1	\$ 1,000.00
DIVISION 5		WATER MAINS AND APPURTENANCES				
5.1	5010-A-1	Water Main, Trenched, PVC C900, 12" Diameter	LF	\$ 110.00	252	\$ 27,720.00
5.2	5010-C-1	Fitting, 22.5 Degree Bend	EA	\$ 1,250.00	2	\$ 2,500.00
5.3	5010-C-1	Fitting, 45 Degree Bend	EA	\$ 1,500.00	2	\$ 3,000.00
5.4	5020-A	Valve, Gate, 12" Diameter	EA	\$ 3,000.00	1	\$ 3,000.00
5.5	5020-I	Fire Hydrant Assembly Removal	EA	\$ 500.00	1	\$ 500.00
5.6	---	Water Main Connection	EA	\$ 1,500.00	2	\$ 3,000.00
DIVISION 7		STREETS AND RELATED WORK				
7.1	7030-A	Driveway Removal, HMA	SY	\$ 25.00	26	\$ 650.00
7.2	7030-H	HMA Driveway, Low Traffic 1/2" Mix, 58-28S	SY	\$ 140.00	26	\$ 3,640.00
DIVISION 8		TRAFFIC CONTROL				
8.1	8030-A	Temporary Traffic Control	LS	\$ 1,000.00	1	\$ 1,000.00
DIVISION 9		SITE WORK AND LANDSCAPING				
9.1	9010-A-1,2	Conventional Seeding and Fertilizing, Permanent, Type 1	AC	\$ 5,500.00	0.3	\$ 1,650.00
DIVISION 11		MISCELLANEOUS				
11.1	11,020-A	Mobilization	LS	\$ 5,000.00	1	\$ 5,000.00
11.2	---	Remove, Salvage and Reset Mailbox	EA	\$ 500.00	1	\$ 500.00
11.3	---	Utility Exploration/Potholing	LS	\$ 1,000.00	1	\$ 1,000.00
				Construction Total =		\$ 63,765.00

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thornburgh
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Existing	Proposed
Contour	Construction Limits
Fence (Barbed, Field, Hog)	Traffic Sign
Tree Line	Edge of Pavement
Deciduous Tree \ Shrub	Pavement Shading
Coniferous Tree \ Shrub	Water Main
Communication	Water Main Valve
Fiber Optic	Right of Way Acquisition Line
Underground Electric	Permanent Easement Line
Overhead Electric	Staging - Traffic Sign
Gas Main with Size	Staging - 42" Channeling Device
Water Main with Size	Staging - Traffic Flow Arrows
Sanitary Sewer with Size	
(*) Denotes the survey quality service level for utilities	
Sanitary Manhole	
Storm Sewer with Size	
Storm Manhole	
Single Storm Sewer Intake	
Double Storm Sewer Intake	
Fire Hydrant	
Water Main Valve	
Utility Pole	
Guy Anchor	
Utility Pole with Transformer	
Street Light	
Electric Box	
Traffic Sign	
Communication Pedestal	
Fiber Optic Handhole	
Sign	
Mailbox	
Property Line	
Public Utility Easement Line	

CONSTRUCTION PLANS FOR CITY OF POLK CITY POLK COUNTY, IOWA WEST BRIDGE ROAD WATER MAIN LOOP PROJECT

THE 2022 STATEWIDE URBAN DESIGN STANDARDS AND STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, CITY OF POLK CITY SUPPLEMENTAL SPECIFICATIONS AND SPECIAL PROVISIONS SHALL APPLY TO CONSTRUCTION WORK ON THIS PROJECT.

INDEX OF SHEETS

A.1	TITLE SHEET
C.1	QUANTITIES AND ESTIMATE REFERENCE INFORMATION
D.1	PLAN AND PROFILE
E.1	PROPOSED LUMEN RELOCATIONS
J.1-J.2	STAGING AND TRAFFIC CONTROL

UTILITY CONTACT INFORMATION

UTILITY CONTACT FOR MAPPING INFORMATION SHOWN AS RECEIVED FROM THE IOWA ONE CALL DESIGN REQUEST SYSTEM, TICKET NUMBER 552102083.

W1-WATER S-SANITARY SEWER STORM SEWER	CITY OF POLK CITY MIKE SCHULTE 515-208-1271 mschulte@polkcityia.gov
F01-FIBER OPTIC C1-COMMUNICATIONS	LUMEN ASHLIE CLEMENTS 918-547-0147 ashlie.clements@lumen.com relocations@lumen.com
G1-GAS E1-ELECTRIC OE1-OVERHEAD ELECTRIC	MIDAMERICAN ENERGY MATTHEW NOVY 515-252-6730 Matthew.Novy@midamerican.com
CLEAR	MEDIACOM COMMUNICATIONS CORP TIM HAWKINS 515-991-3765 thawkins1@mediacomcc.com

UTILITY WARNING

THE UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND/OR RECORDS OBTAINED. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES OR SUBSURFACE FEATURES SHOWN COMPRISE ALL SUCH ITEMS IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES OR SUBSURFACE FEATURES SHOWN ARE IN THE EXACT LOCATION INDICATED EXCEPT WHERE NOTED AS QUALITY LEVEL A.

UTILITY QUALITY SERVICE LEVELS

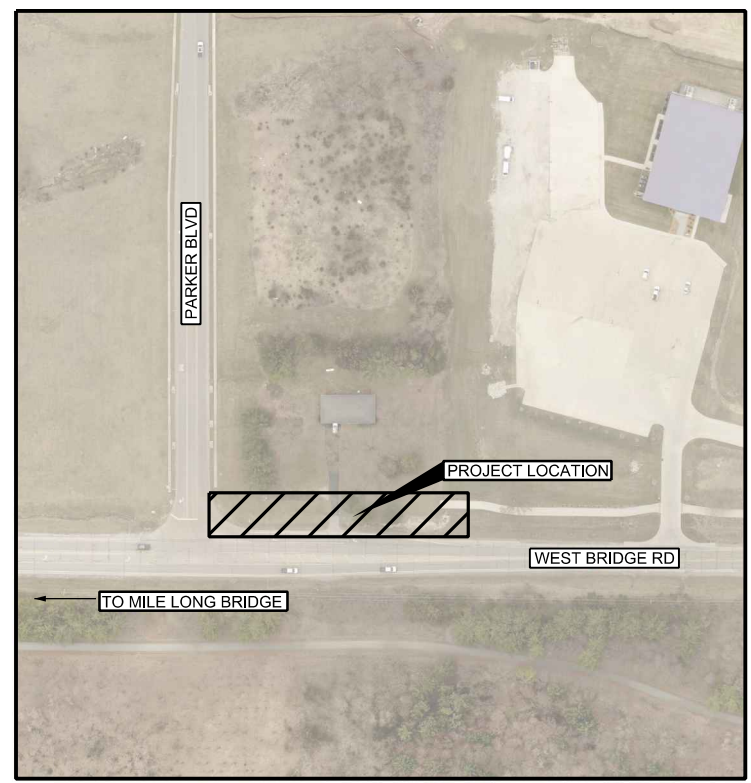
QUALITY LEVELS OF UTILITIES ARE SHOWN IN THE PARENTHESES WITH THE UTILITY TYPE AND WHEN APPLICABLE, SIZE. THE QUALITY LEVELS ARE BASED ON THE CI / ASCE 38-02 STANDARD.

QUALITY LEVEL (D) INFORMATION IS DERIVED FROM EXISTING UTILITY RECORDS OR ORAL RECOLLECTIONS.

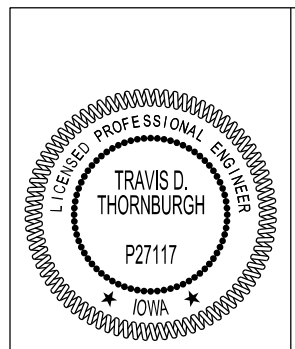
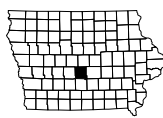
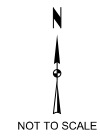
QUALITY LEVEL (C) INFORMATION IS OBTAINED BY SURVEYING AND PLOTTING VISIBLE ABOVE-GROUND UTILITY FEATURES AND USING PROFESSIONAL JUDGMENT IN CORRELATING THIS INFORMATION WITH QUALITY D INFORMATION.

QUALITY LEVEL (B) INFORMATION IS OBTAINED THROUGH THE APPLICATION OF APPROPRIATE SURFACE GEOPHYSICAL METHODS TO DETERMINE THE EXISTENCE AND APPROXIMATE HORIZONTAL POSITION OF SUBSURFACE UTILITIES.

QUALITY LEVEL (A) IS HORIZONTAL AND VERTICAL POSITION OF UNDERGROUND UTILITIES OBTAINED BY ACTUAL EXPOSURE OR VERIFICATION OF PREVIOUSLY EXPOSED SUBSURFACE UTILITIES, AS WELL AS THE TYPE, SIZE, CONDITION, MATERIAL, AND OTHER CHARACTERISTICS.



VICINITY MAP



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.

Travis D. Thornburgh 8/17/2022
Travis D. Thornburgh, P.E. Date

License Number P27117
My License Renewal Date is December 31, 2022

Pages or sheets covered by this seal:
ALL SHEETS

WEST BRIDGE ROAD WATER MAIN LOOP PROJECT

TITLE SHEET

POLK CITY, IOWA

SNYDER & ASSOCIATES, INC.

2727 S.W. SNYDER BLVD.
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

MARK	REVISION	DATE	BY

Engineer: SJR	Checked By: TDT	TDT	Scale: 1" = NTS
Technician:	Date: 8/12/2022	Field Bc:	Proj:
Project No: 1210378	Sheet: A.1		



Project No: 1210378
Sheet: A.1

100-0A
10-28-97

**ESTIMATED ROADWAY QUANTITIES
(1 DIVISION PROJECT)**

Item No.	Item Code	Item	Unit	Total	As Built Qty.
EARTHWORK					
2.1	2010-D-1	Topsoil, On-Site	CY	149	
2.2	----	Remove, Salvage, and Replace Erosion Control Rock	CY	58	
TRENCH EXCAVATION AND BACKFILL					
3.1	3010-F	Trench Compaction Testing	LS	1	
WATER MAINS AND APPURTENANCES					
5.1	5010-A-1	Water Main, Trenched, PVC C900, 12"	LF	252	
5.2	5010-C-1	Fitting, 22.5 Degree Bend, 12"	EA	2	
5.3	5010-C-1	Fitting, 45 Degree Bend, 12"	EA	2	
5.4	5020-A	Valve, Gate, 12"	EA	1	
5.5	5020-I	Fire Hydrant Removal	EA	1	
5.6	----	Connection to Existing Water Main	EA	2	
STREETS AND RELATED WORK					
7.1	7030-A	Driveway Removal, HMA	SY	26	
7.2	7030-H	HMA Driveway, Low Traffic 1/2" Mix, 58-285	SY	26	
TRAFFIC CONTROL					
8.1	8030-A	Temporary Traffic Control	LS	1	
SITE WORK AND LANDSCAPING					
9.1	9010-A-1,2	Conventional Seeding, Fertilizing, and Mulching, Permanent, Type 1	AC	0.3	
MISCELLANEOUS					
11.1	11,020-A	Mobilization	LS	1	
11.2	----	Remove, Salvage and Reset Mailbox	EA	1	
11.3	----	Utility Exploration/Potholing	LS	1	

100-4A
10-29-02

ESTIMATE REFERENCE INFORMATION

Item No.	Item Code	Description
EARTHWORK		
2.1	2010-D-1	Topsoil, On-Site (CY) Quantity includes stripping, stockpiling, and spreading of 6 inches of on site topsoil inside the construction limits. Topsoil shall be stripped to a minimum depth of 6 inches. Refer to D-Sheet for construction limits. Bidders shall determine quantities and satisfy themselves for all conditions of earthwork requirements in the submittal of a bid. Measurement and payment shall be plan quantity.
2.2	----	Remove, Salvage, and Replace Erosion Control Rock (CY) Refer to D Sheet for location. Contractor to remove, salvage and replace 58 CY of existing Class E erosion control stone located at the outlet of the storm sewer. Replacement of material that cannot be salvaged shall be considered incidental to this item. A depth of 2 feet is assumed. Payment shall be made at plan quantity. No additional payment will be made for variance in depth.
TRENCH EXCAVATION AND BACKFILL		
3.1	3010-F	Trench Compaction Testing (LS) This item is for the testing of the utility trenches for water main. Testing shall be coordinated with Polk City Public Works to allow for observation of testing. Item includes all necessary proctors, re-testing as may be required, and documentation of required frequency of tests.
WATER MAINS AND APPURTENANCES		
5.1	5010-A-1	Water Main, Trenched, PVC C900, 12" (LF) Refer to D Sheet for locations, quantities, and additional information. Testing and disinfection of the water main shall be completed prior to the water main activation. Mega-lugs or approved equal are required on all joints and fittings. Class P-2 embedment is required for all water main pipe per SUDAS Figure 3010.104. Excess trench spoils from water main construction shall be recompacted on-site or disposed of by the contractor and is incidental to the bid item.
5.2	5010-C-1	Fitting, 22.5 Degree Bend, 12" (EA)
5.3	5010-C-1	Fitting, 45 Degree Bend, 12" (EA)
5.4	5020-A	Valve, Gate, 12" (EA) Refer to D Sheet for locations and layouts. Thrust blocks shall be installed in accordance with SUDAS WM-101. Thrust blocks shall be considered incidental to the item.
5.5	5020-I	Fire Hydrant Removal (EA) Refer to D Sheet for location. Hydrant assembly shall be removed with care, cleaned and salvaged. Contractor to deliver salvaged materials to Polk City Public Works Yard at 301 E Northside Drive.

100-4A
10-29-02

ESTIMATE REFERENCE INFORMATION

Item No.	Item Code	Description
5.6	----	Connection to Existing Water Main (EA) Refer to D Sheet for locations and layouts. Item includes all fittings, thrust restraint, and exploratory excavation to construct water main connection, including any necessary adjustments in vertical or horizontal alignment and pipe material type. Connections may be made under full water main shutdown during regular working hours. Coordinate shut downs three (3) business days in advance with the City of Polk City staff and property owner. Contractor to pothole existing water main at all connection points to verify size, location, and pipe material 24 hours prior to planned water main shutdown. Item to be measured per each connection to existing water system. Item to be paid at the contract unit price for Connection to Existing Water Main for each connection measured for payment.
STREETS AND RELATED WORK		
7.1	7030-A	Driveway Removal, HMA (SY) Refer to D Sheet for location and quantity. Refer to J Sheets for staging requirements. Assume 6" HMA depth for driveway. No additional payment will be made for variances in pavement depth.
7.2	7030-H	HMA Driveway, Low Traffic 1/2" Mix, 58-285 (SY) Refer to D Sheet for location and quantity. Refer to J Sheets for staging requirements. Construct in 3 lifts (2" base, 2" intermediate and 2" surface). Subgrade preparation per Iowa DOT Section 2010 is considered incidental to this bid item.
TRAFFIC CONTROL		
8.1	8030-A	Temporary Traffic Control (LS) Refer to J Sheets for staging and traffic control requirements. This item includes all temporary signage, channelizers, and devices. Iowa DOT Work in Right-of-Way permit has been obtained by the City.
SITE WORK AND LANDSCAPING		
9.1	9010-A-1,2	Conventional Seeding, Fertilizing, and Mulching, Permanent, Type 1 (AC) Seeding to be placed on all disturbed areas. Seeding areas outside of the construction limits shall be the responsibility of the Contractor at no additional cost to the City.
MISCELLANEOUS		
11.1	11,020-A	Mobilization (LS) ---
11.2	----	Remove, Salvage and Reset Mailbox (EA) Refer to D Sheet for location. Contractor to remove, salvage and replace the existing mailbox in the yard of the current property. Item will be measured and payment will be made based on each mailbox that is removed, salvaged, and replaced. Replacement of mailbox shall be considered incidental to this item if the existing mailbox is damaged during construction.
11.3	----	Utility Exploration/Potholing (LS) Contractor to coordinate construction with private utility owners and Iowa One Call prior to work. See sheet A.1 for utility contact information.

MARK	REVISION	DATE	BY
Engineer: SUR	Checked By: TDT	Scale: 1"= NTS	Field Bc:
Technician:	Date: 8/12/2022	Project No: 1210378	Sheet C.1


WEST BRIDGE ROAD WATER MAIN LOOP PROJECT

QUANTITIES AND ESTIMATE REFERENCE INFORMATION

SNYDER & ASSOCIATES, INC.

2727 S.W. SNYDER BLVD.
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

POLK CITY, IOWA



Project No: 1210378

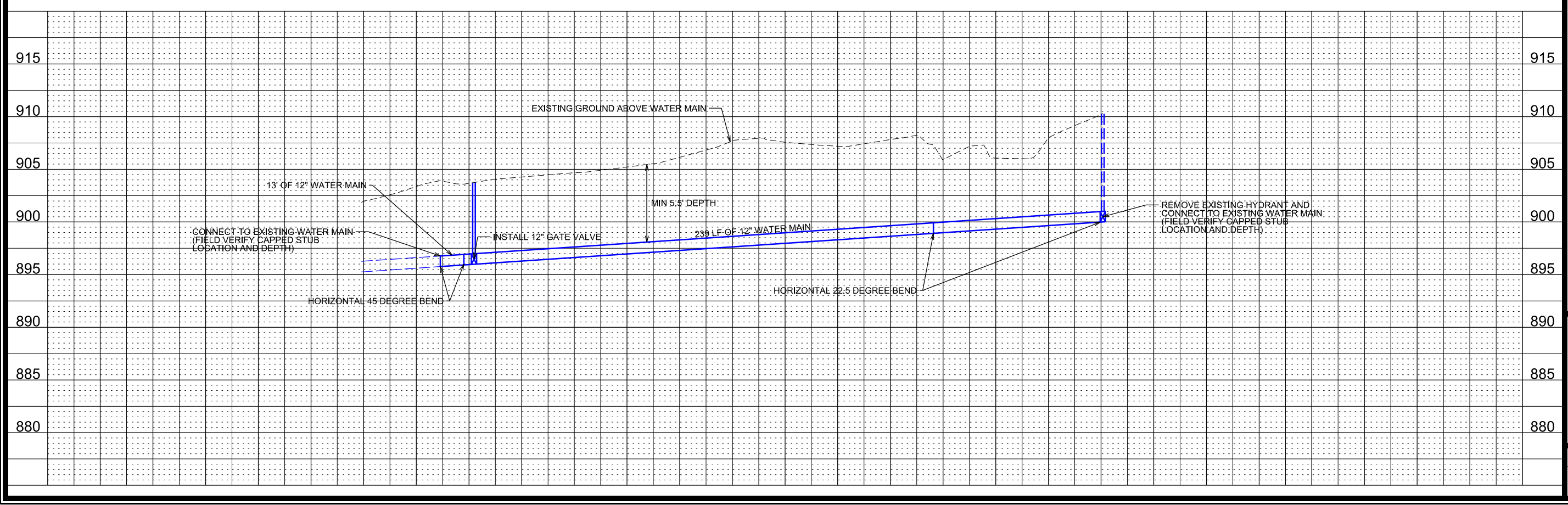
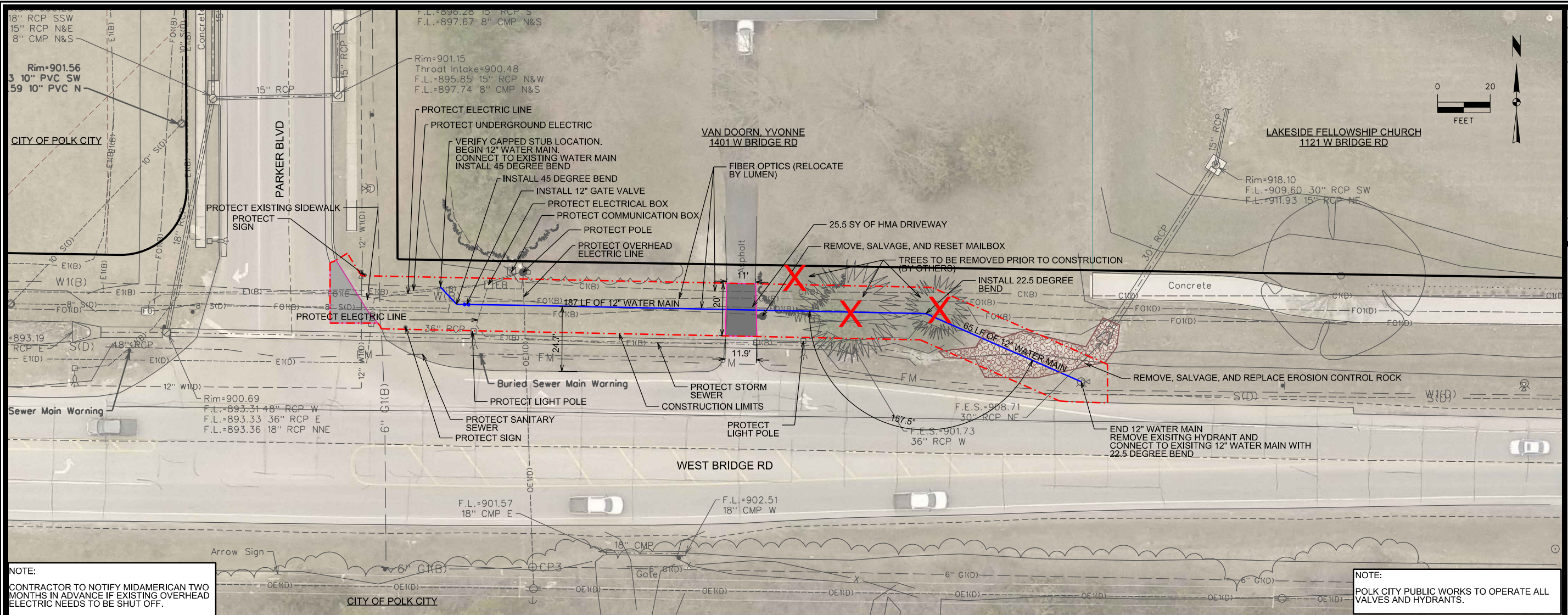
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MARK	REVISION	DATE	BY
Engineer: SJR	Checked By: TDT	8/12/2022	1" = 20'
Technician:	Date:	12/03/20	Field Bc:
Project No:	1210378	Sheet	D.1

WEST BRIDGE ROAD WATER MAIN LOOP PROJECT

POLK CITY, IOWA

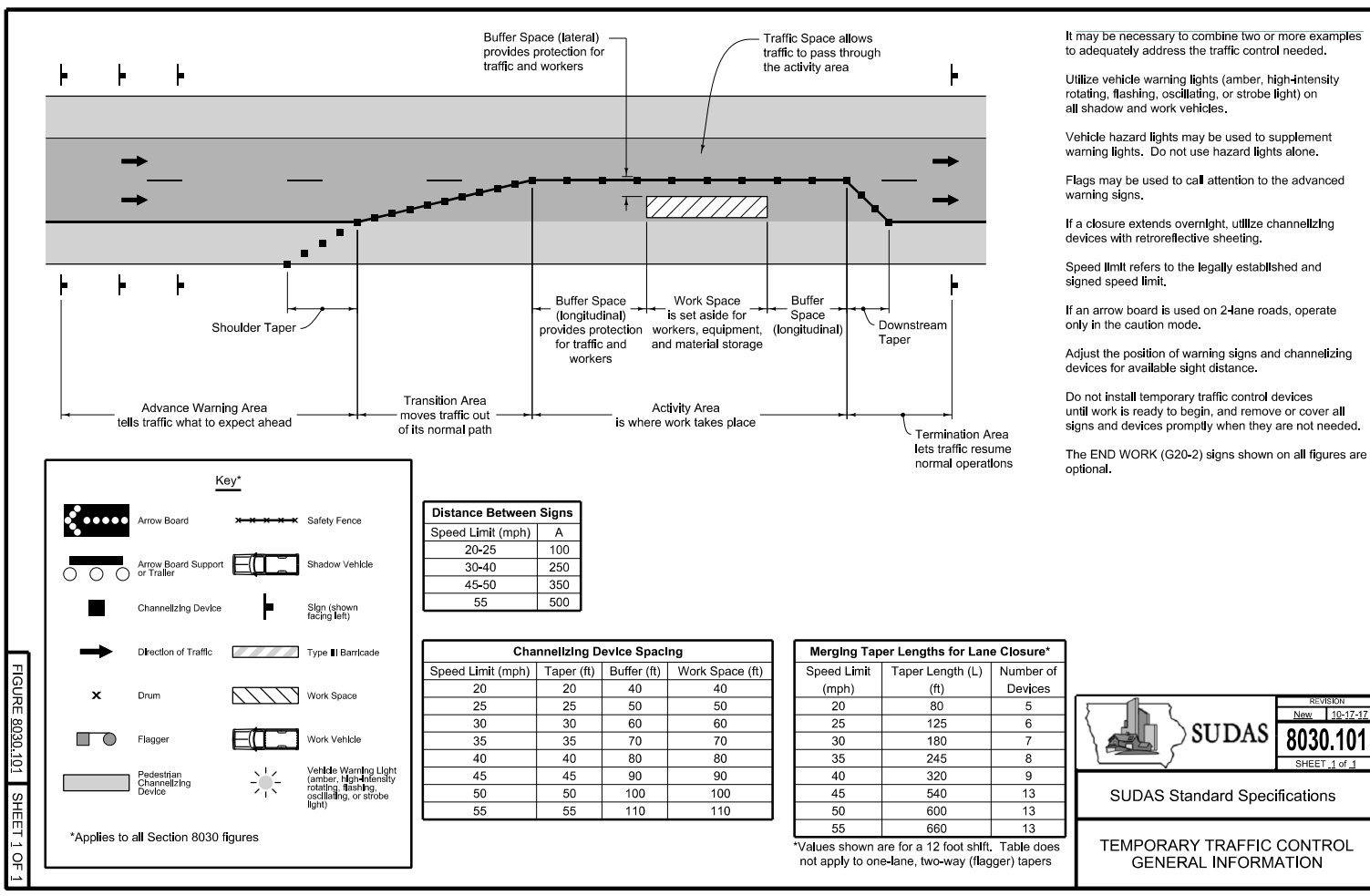
PLAN AND PROFILE

SNYDER & ASSOCIATES, INC.

2727 S.W. SNYDER BLVD.
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES

Project No: 1210378
Sheet D.1



It may be necessary to combine two or more examples to adequately address the traffic control needed.

Utilize vehicle warning lights (amber, high-intensity rotating, flashing, oscillating, or strobe light) on all shadow and work vehicles.

Vehicle hazard lights may be used to supplement warning lights. Do not use hazard lights alone.

Flags may be used to call attention to the advanced warning signs.

If a closure extends overnight, utilize channelizing devices with retroreflective sheeting.

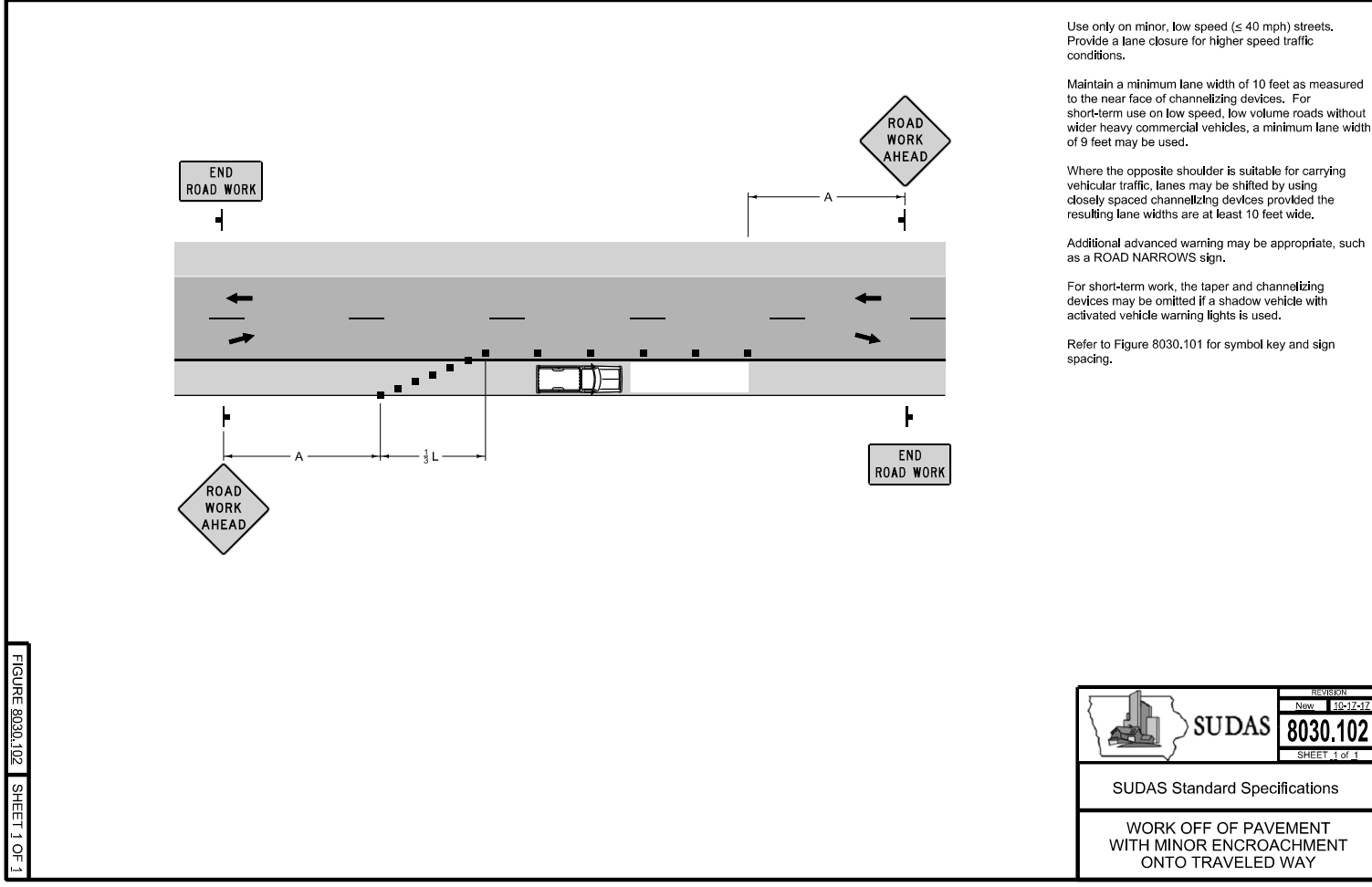
Speed limit refers to the legally established and signed speed limit.

If an arrow board is used on 2-lane roads, operate only in the caution mode.

Adjust the position of warning signs and channelizing devices for available sight distance.

Do not install temporary traffic control devices until work is ready to begin, and remove or cover all signs and devices promptly when they are not needed.

The END WORK (G20-2) signs shown on all figures are optional.



SUDAS
8030.102
SHEET 1 of 1

SUDAS Standard Specifications

WORK OFF OF PAVEMENT WITH MINOR ENCROACHMENT ONTO TRAVELED WAY

MARK	REVISION	DATE	BY
Engineer: SJR	Checked By: TDT	8/12/2022	1" = NTS
Technician:	Date:	12/03/20	Field Bc:

Project No: 1210378
Sheet J.2

WEST BRIDGE ROAD WATER MAIN LOOP PROJECT

STAGING AND TRAFFIC CONTROL

SNYDER & ASSOCIATES, INC.

POLK CITY, IOWA

2727 S.W. SNYDER BLVD.
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES

Project No: 1210378
Sheet J.2



City of Polk City, Iowa

City Council Agenda Communication

Date: August 22, 2022 City Council Meeting
To: Mayor Steve Karsjen & City Council
From: Chelsea Huisman, City Manager

Subject: First Reading of Ordinance 2022-2200 Amending Chapter 166 Signs

BACKGROUND: For the City Council's consideration on Monday is an amended Ordinance to Chapter 166, Signs.

The City Council recently approved a site plan and final plat for Scooters coffee. This project was unique in that their proposed building was less than 700 sq ft. in size. The size of the building limited the amount of square footage the building could have. During review of the project at Planning and Zoning, we spent some time discussing the need to amend our City Ordinance to allow for unique projects to have some flexibility in the amount of signage they could have.

The proposed changes to Chapter 166 would allow a building of up to 1,000 square feet to have a maximum of 100 sq. ft in signage. The changes would also allow a building, that does not have immediate street frontage to have 2 square feet per lineal foot of building frontage with a maximum of 150 sq. ft in signage.

ALTERNATIVES: Do not approve the Ordinance.

FINANCIAL CONSIDERATIONS: There are no financial considerations for the proposed changes to this Ordinance.

RECOMMENDATION: It is my recommendation that the Council approve the 1st reading of the Ordinance amending Chapter 166. There is an option to waive the 2nd and 3rd readings of the Ordinance at the August 22nd City Council meeting. The proposed changes to this ordinance will not impact any current developments, and for that reason I would recommend suspending the rules and waiving the 2nd and 3rd readings.

ORDINANCE NO. 2022-2200

**AN ORDINANCE AMENDING THE CITY CODE OF POLK CITY, IOWA BY
RESTATING CHAPTER 166 SIGNS**

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

Section 1. There is hereby enacted the following new Chapter 166, Signs, of the City of Polk City Code of Ordinances which shall amend and restate the Sign Codes by deleting the current section in its entirety and inserting in lieu a revised Chapter 166 which is attached hereto by reference Exhibit "A".

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 _____ 2022.

Steve Karsjen, Mayor

ATTEST:

Jenny Coffin, City Clerk

First reading:

Second reading:

Third reading:

Published by posting:

CHAPTER 166 SIGNS

166.01 Purpose	166.14 Obstructions Prohibited
166.02 Definitions	166.15 Face of Sign to be Smooth
166.03 Permit Required; Exceptions	166.16 Reflectors and Lighting Equipment
166.04 Permit Application	166.17 Certain Lights Prohibited
166.05 Permit Issuance Procedure	166.18 Freestanding Signs
166.06 Permit Fees	166.19 Building Signs
166.07 Home Occupations	166.20 Subdivision Signs
166.08 Unsafe or Unlawful Signs	166.21 Temporary Signs
166.09 Permit Revoked; Effect of Revocation	166.22 Prohibited Signs
166.10 Painting and Maintaining	166.23 Existing Signs Not Affected
166.11 Wind Pressure and Dead Load Requirements	166.24 Annual Inspection
166.12 Removal of Certain Signs Required	166.25 Enforcement
166.13 Exemptions	

166.01 PURPOSE. The purpose of this chapter is to provide that signs shall be safely constructed and kept in a safe condition, and that signs shall not be located so as to cause a safety hazard.

166.02 DEFINITIONS. For use in this chapter, the following terms are defined as follows:

1. “Building sign” means all flat signs of solid face construction which are placed against the building or other structure and attached to the exterior front, rear or side wall of any building or other structure, which includes all signs painted on exterior surface of building.
2. “Changeable copy sign” means a sign with graphical content which can be changed or altered manually.
3. “Channel letter sign” means a sign consisting of internally lit or backlit three dimensional individual letters or copy and includes channel letter logo signs with a raceway mounting.
4. “Electronic sign” means a sign with graphical content which can be changed or altered manually or automatically through electronic controls or software, including dynamic signs that may display video clips, text, or graphics.
5. “Erect” means to build, construct, attach, hang, suspend, or affix, and also includes the painting of wall signs.
6. “Facing” or “surface” means the surface of the sign upon or against or through which the message is displayed or illustrated on the sign.
7. “Freestanding sign” means any sign supported by uprights or braces, placed upon the ground and not attached to any building.
8. “Illuminated sign” means any sign which has characters, letters, figures, designs or outline illuminated by electric lights or luminous tubes as part of the sign proper.
9. “Monument sign” means a freestanding ground sign that does not have any exposed pole or pylon and is attached to a base for at least 66 percent of the entire width of the sign. Monument signs shall be constructed with materials chosen for their durability and strength, in addition to aesthetic value, and shall match the materials of the principal

structure. No gap will be permitted between the sign and the pedestal base that is greater than five percent of the total height of the sign.

10. “Multi-lot sign” means any freestanding monument sign that provides identification or advertisement for more than one lot in a contiguous commercial or industrial development, said sign being under common control.

11. “Multi-tenant sign” means any freestanding monument sign that provides identification or advertisement for more than one premises in a commercial or industrial development under common ownership, management or control.

12. “Panel sign” or “cabinet sign” means a sign consisting of a frame or box covered by an opaque or translucent material that contains text, graphics or similar copy which may be internally illuminated and includes both rectangular and irregularly shaped frames or boxes mounted directly on the building.

13. “Pole sign” means any freestanding sign that is supported by one or more posts or pylons or is not considered a monument sign.

14. “Portable sign” means any sign not permanently attached to the ground or other permanent structure or a sign designed to be transported, including but not limited to the following: signs designed to be transported by the means of wheels, trailers or chassis, whether or not the wheels are presently attached; sign constructed as or converted to A- or T-frames; menu and sandwich board signs; balloons or other hot-air or gas filled figures; and signs attached to or painted on vehicles parked and visible from the public right-of-way and not being used in the normal day-to-day operations of the business.

15. “Prohibited material” for signs will include paper and cardboard material.

16. “Projecting sign” means any sign which is attached to a building or other structure and extends more than six inches beyond the line of said building or structure or beyond the surface of that portion of the building or structure to which it is attached.

17. “Roof sign” means any sign erected, constructed and maintained wholly upon or over the roof of any building with the principal support on the roof structure.

18. “Sign” means and includes every sign, billboard, freestanding sign, wall sign, roof sign, illuminated sign, projecting sign and temporary sign, and includes any announcement, declaration, demonstration, display, illustration or insignia used to advertise or promote the interest of any person when the same is placed out of doors in view of the general public.

19. “Street line” means the place where the public sidewalk begins and the private property line ends.

20. “Structural trim” means the molding, battens, cappings, nailing strips, latticing and platforms which are attached to the sign structure.

21. “Substantial improvement” means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the start of construction of the improvement.

166.03 PERMIT REQUIRED; EXCEPTIONS. It is unlawful for any person to erect, alter, or relocate within the City limits, any sign or other advertising structure as defined in this chapter without first obtaining a sign permit from the Building Inspector and making payment of the fee required by Section 166.06 hereof unless said sign is exempted in accordance with Section 166.13 herein. All illuminated signs shall, in addition, be subject to the provisions of the *Electrical Code*, and the permit fees required thereunder. This section does not apply to preexisting signs within the City as defined by Section 166.23 herein. However, it does apply to any sign which is altered or relocated within the City or any sign located on a property that is being substantially improved.

1. No sign shall be allowed unless specifically permitted in this chapter.
2. No temporary signs, except garage sale signs, shall be placed within public rights-of-way or alleys unless specifically approved by the City Manager. All temporary signs illegally placed within public rights-of-way shall be subject to removal by the Code Enforcement Officer, Police Department, or Public Works Department.
3. No permanent signs shall be placed within public rights-of-way or alleys unless they are for civic purposes and have been specifically approved by the Council.

166.04 PERMIT APPLICATION. Application for sign permits shall be made upon forms provided by the Building Inspector and shall contain or have attached thereto, the following information:

1. Name, address, and telephone number of the applicant;
2. Location of building, structure, or lot to which or upon which the sign or other advertising structure is to be attached or erected;
3. Position of the sign or other advertising structure in relation to nearby buildings or structures and, in the case of freestanding signs, the setback from public right-of-way;
4. One blueprint or drawing of the plans and specifications and method of construction and attachment to the building or in the ground;
5. Copy of stress sheets and calculations showing the structure is designed for dead load and wind pressures in any direction in the amount required by this chapter and other ordinances of the City as the Building Inspector deems necessary;
6. Name of person, firm, corporation, or association erecting the structure;
7. Method of illuminating the sign and any electrical permit required and issued for said sign.

166.05 PERMIT ISSUANCE PROCEDURE. It is the duty of the Building Inspector, upon the filing of an application for a sign permit, to examine the same, and if it appears that all required information has been submitted and that the proposed sign is otherwise in compliance with all the requirements of this chapter, the approved Site Plan when applicable, and all other ordinances of the City, the Building Inspector shall then issue the sign permit. If the work authorized under a

sign permit has not been completed within six months after the date of issuance, the said permit shall become null and void.

166.06 PERMIT FEES. Every applicant, before being granted a sign permit, shall pay to the Clerk for each sign a permit fee according to a schedule adopted from time to time by resolution of the Council.

166.07 HOME OCCUPATIONS. No signs of any kind shall be permitted in connection with home occupations or home offices which are permitted in residential districts under the Zoning Ordinance and other regulations of the City, except as provided in Section 166.13.

166.08 UNSAFE OR UNLAWFUL SIGNS. If the Building Inspector finds that any sign regulated hereunder is unsafe or insecure or is a menace to the public, or has been constructed or erected or is being maintained in violation of the provisions of this chapter, such official shall give written notice thereof to the permit holder by certified and regular mail, unless such illegal sign is a temporary sign located within public rights-of-way or alleys, the removal of which requires no prior notification by the Code Enforcement Officer, or designee. Such notice shall include a statement explaining the alleged violations and deficiencies, an order to repair or remove said sign, and an explanation of the consequences of failure to comply with said order. If the permit holder fails to remove or alter said sign so as to comply with the order within ten 10 days after such notice, the offending sign may be removed or altered by the Code Enforcement Officer or designee at the expense of the permit holder or owner of the property on which it is located. The permit holder may appeal the order of the Building Inspector to the City Council, and if such appeal is on file, the 10-day compliance period shall be extended until 10 days following the Council's decision on the matter. If, however, the Building Inspector finds that any sign imposes a serious and immediate threat to the safety or health of any person, such official may order the removal of such sign summarily, and without notice to the permit holder. Such an order may be appealed to the Council, and, if the Council reverses, it shall order restitution at the City's expense.

166.09 PERMIT REVOKED; EFFECT OF REVOCATION. Any permit holder who fails to comply with the valid order of the Building Inspector within the allotted time, or who fails to pay reasonable removal or repair expenses assessed under the preceding section, shall have the permit as to such sign or signs revoked, and another permit for the erection of such sign or signs shall not be issued to said permit holder for a period of one year from the date of revocation.

166.10 PAINTING AND MAINTAINING. The owner of any sign, as defined and regulated by this chapter, shall be required to have properly painted and maintained all parts and supports of the said sign, including maintenance or treatment as is necessary to prevent rust.

166.11 WIND PRESSURE AND DEAD LOAD REQUIREMENTS. All signs and other advertising structures shall be designed and constructed to resist wind pressure, live load, and dead load requirements. For any particular sign in question, the City Inspector may require a structural engineer's certification indicating compliance with acceptable structural standards.

166.12 REMOVAL OF CERTAIN SIGNS REQUIRED. Any sign now or hereafter existing, which has not yet been removed, for more than six months after the last day of business, shall be taken down and removed within 10 days after written notification from the Building Inspector, and upon failure to comply with such notice within the time specified in such order, the Building Inspector is hereby authorized to cause removal of such signs, and any expense incident thereto shall be paid by the owner of the building or structure to which said sign is attached. Time extension may be made by the Council upon written request from said owner. Further, if any existing sign is, upon inspection, found to be unsafe, or in a state of disrepair, such as to affect the health, safety or welfare of the citizens, the sign shall be subject to the provisions of Section 166.08 of this chapter.

166.13 EXEMPTIONS. The provisions and regulations of this chapter shall not apply to the following signs; provided, however, said signs shall be subject to the provisions of Section 166.08.

1. Bulletin boards not over eight square feet in area for public, charitable or religious institutions when the same are located on the premises of said institution;
2. Traffic or other municipal signs, legal notices, railroad crossing signs, danger, and such temporary, emergency or non-advertising signs which may be approved by the Council;
3. Signs under gasoline canopies having letterings or text no taller than four inches and a sign area no greater than two square feet.
4. On-site private traffic control signs, in accordance with an approved Site Plan, provided the lettering, text, or graphics are no taller than four inches and the total sign area is no greater than two square feet.

166.14 OBSTRUCTIONS PROHIBITED.

1. No sign shall be erected, located or maintained so as to prevent free ingress to or egress from any door, window or fire escape. No sign of any kind shall be attached to a stand pipe or fire escape.
2. No sign regulated by this chapter shall be erected at the intersection of any streets in such a manner as to obstruct free and clear vision, or at any location where, by reason of the position, shape or color, it may interfere with, obstruct the view of, or be confused with any authorized traffic sign, signal or device; in such a manner as to interfere with, mislead or confuse traffic.
3. No signs regulated by this chapter shall encroach upon or have posts, guides, or supports located within any public right-of-way or alley.

166.15 FACE OF SIGN TO BE SMOOTH. All signs which are constructed on a street line or within five feet thereof shall have a smooth surface and no nails, tacks, or wires shall be permitted to protrude therefrom, except electrical reflectors or devices which may extend over the top and in front of the advertising structures.

166.16 REFLECTORS AND LIGHTING EQUIPMENT. Gooseneck reflectors and

lights shall be permitted on freestanding signs and building signs; provided, however, the reflectors shall be provided with proper glass lenses concentrating the illumination upon the area of sign as to prevent glare upon the street or adjacent property.

166.17 CERTAIN LIGHTS PROHIBITED. It is unlawful for any person to maintain any sign which extends over public property which is wholly or partially illuminated by floodlights or spotlights, except in areas designated as C-1 zoning areas where a sign may extend up to six inches over public property.

166.18 FREESTANDING SIGNS.

1. All freestanding signs, for which a permit is required under this chapter, shall have a surface or facing of one-half-inch MDO plywood or better quality.
2. All freestanding signs constructed or substantially improved after the adoption of the ordinance codified in this chapter shall be monument signs.
3. All letters, figures, characters, or representations in cutout or irregular form, maintained in conjunction with, attached to, or superimposed upon any sign, shall be safely and securely built or attached to the sign structure.
4. It is unlawful to erect any freestanding sign whose total height is greater than 10 feet above the level of the street upon which the sign faces or above the adjoining ground level, if such ground level is above street level.
5. Open space may be required between the base line of the sign and the ground line when deemed necessary to provide visibility for traffic and public safety.
6. Freestanding signs shall be no nearer the street right-of-way than 10 feet.
7. Freestanding signs shall not exceed one (1) square foot per lineal foot of building frontage with 100 square feet total signage maximum, except multi-lot signs and multi-tenant signs as discussed herein. Double-faced signs, when both sign faces are perpendicular to the public right-of-way and not visible at the same time, shall be permitted to have the maximum allowable size sign on each of the two sign faces.
8. Shielded spotlight, internal message, internal lighting and back lighting signs are permitted in all commercial and industrial districts.
9. Freestanding electronic signs may be permitted in commercial and industrial zoning districts only provided the lighting levels, color intensity, frequency of transitions, or display effects are not intrusive to adjacent residential properties or motorists traveling on public streets. The property owner shall be responsible for reducing lighting intensity or making other adjustments as necessary to minimize the intrusiveness of the sign to a level deemed acceptable by the City Manager.
10. All posts, anchors, and bracing for the same, shall be treated to protect them from moisture by creosoting or other approved methods when they rest upon or enter into the ground.

11. All freestanding signs and the premises surrounding the same shall be maintained by the owner thereof, in a clean, sanitary and inoffensive condition, and free from all obnoxious substances, rubbish and weeds.
12. Signage in C-2A Districts shall meet a standards policy proposed by the Planning and Zoning Commission and adopted by the Council. Multi-tenant signs shall be permitted to have a maximum area of 150 square feet total signage. Multi-lot signs are encouraged and shall be permitted to have a maximum area of 200 square feet total signage.

166.19 BUILDING SIGNS.

1. All building signs, for which a permit is required under this chapter, shall have a surface or facing of one-half inch MDO plywood or better quality.
2. Building signs shall not exceed one square foot per lineal foot of building frontage to a public or private street with a maximum of 100 square feet total signage per street frontage, with exceptions as described below. Logos, stripes and similar items shall be considered part of the sign area.
 - A. In cases where a building has a gross area of no more than 1,000 square feet, said building shall be permitted to have building signs that shall not exceed two square feet per lineal foot of street frontage with a maximum of 100 square feet total signage per building.
 - B. In cases where a building has a front yard setback of at least 250 feet from the nearest public street right-of-way, said building shall be permitted to have building signs that shall not exceed two square feet per lineal foot of building frontage with 150 square feet total signage maximum per street frontage.
 - C. In cases where a building has multiple tenants, each tenant shall be permitted to have building signs that shall not exceed one square foot per lineal foot of building frontage occupied by the tenant on the first floor of the building with 100 square feet total signage maximum per tenant. For multiple-tenant buildings on corner lots, sign area on the secondary street frontage shall be allocated to the tenant occupying said frontage or to building identification (i.e. "Town Center") or a combination thereof.
 - D. In cases where a building is situated on a corner lot, with two or more street frontages, sign area from the secondary frontage(s) may be allocated to the principal frontage, provided no building frontage shall have a sign area in excess of 100 square feet, unless the setback to all street frontages is at least 250 feet in conformance with subparagraph B in which case no building frontage shall have a sign area in excess of 150 square feet.
3. Shielded spotlight, backlit lettering, gooseneck lighting and backlit or internally lit channel letters are permitted in all commercial and industrial districts. Internally lit panel signs and cabinet signs, whether lit or unlit, are strictly prohibited.

4. No building sign shall be permitted to extend more than six inches beyond the building line, defined herein as a projecting sign, and shall not be attached to a wall at a height of less than 10 feet above the sidewalk or ground.
5. Electronic building signs are not permitted.
6. All building signs shall be safely and securely attached to the building wall by means of metal anchors, bolts or expansion screws of not less than three-eighths inch in diameter imbedded in the wall at least five inches in depth; provided however, such signs may rest in or be bolted to strong, heavy, metal brackets, set not over six (6) feet apart, each of which shall be securely fixed to the wall as hereinbefore provided. In no case shall any building sign be secured with wire, strips of wood or nails.
7. Canopy signs at gas stations, car washes, convenience stores and other like businesses are permitted, however the area of each canopy sign, up to a maximum of 25 square feet, shall be considered as part of the permitted total square footage permitted for building signs. Any portion of the canopy that is internally lit shall be considered part of the sign.
8. Awning signs are considered building signs if the awning does not project more than four feet from the building wall; however, only the lighted portion of the awning, together with lettering and logos, shall be considered a building sign. An awning that is an architectural feature and not internally lit and which does not contain lettering or logos shall not be considered a sign.
9. All building signs shall conform to the requirements of Section 166.11.

166.20 SUBDIVISION SIGNS.

1. In Planned Unit Development (PUD) Districts, subdivision signs which are of a landscaping nature are permitted and may be free-standing. Such signs shall be of such materials and design as shown on an approved Site Plan and there shall be an owner's association that provides for the maintenance of the sign, structures and landscaping. The sign fascia may not exceed 220 square feet in area or 10 feet in height.
2. In Residential and Commercial Districts, subdivision signs which are of a landscaping nature are permitted, and may be freestanding. Such signs shall be of such materials and design as shown on an approved Site Plan and there shall be an owner's association that provides for the maintenance of the sign, structures and landscaping.
3. The sign fascia may not exceed 100 square feet in area or 10 feet in height. 3. The minimum setback required of a subdivision identification sign is five feet.
4. The maximum height of a subdivision identification sign is 10 feet.

166.21 TEMPORARY SIGNS.

1. Temporary Signs in Commercial and Industrial zoning districts and for permitted non-residential uses in Residential zoning districts shall require a temporary sign permit and shall conform to the following regulations:
 - A. Temporary signs shall be limited to two events per year for any one business. Each temporary sign event shall last for a period of not more than 10 days and shall not exceed two occurrences in a calendar year. In conjunction with a temporary Site Plan, the Council may permit the display of temporary signs for a greater period of time.
 - B. Grand openings for new business shall be permitted one temporary sign for a period of not more than 60 days.
 - C. Temporary building signs shall be no larger than 100 square feet. Temporary free-standing signs shall be no longer than 32 square feet in area and have a minimum sign setback of five feet.
2. Temporary signs in Residential zoning district shall not require a temporary sign permit provided such signs conform to the following regulations:
 - A. Temporary freestanding signs shall be no larger than four square feet in size and have a minimum sign setback of five feet. Such signs shall be limited to five per yard. Each temporary sign shall last for a period of not more than three months per year.
 - B. Temporary building signs are not permitted.
3. Temporary free-standing signs for new subdivisions shall require a temporary sign permit and shall conform to the following regulations:
 - A. Such temporary signs shall not exceed 32 square feet on each face, with a maximum of two faces per sign.
 - B. In residential districts, real estate/project identification signs shall be limited to one sign per subdivision unless the subdivision has more than 1,000 feet of frontage along one public street, in which case no more than two real estate/project identification signs are permitted. Said sign shall be removed before issuance of the final building permit in the subdivision.
 - C. In commercial and industrial districts, real estate/project identification signs shall be limited to one sign for each lot listed which shall be removed before issuance of a certificate of occupancy for the lot on which the sign is located.
4. Under no circumstances shall any temporary sign be located on public property or affixed to a utility pole or appurtenance located within a public utility easement.

166.22 PROHIBITED SIGNS. The following signs shall not be permitted, erected, or maintained on any property within the City.

1. Roof signs.
2. Pole signs. Existing pole signs constructed prior to the adoption of the ordinance codified in this chapter shall be brought into compliance when the sign is altered or the property redeveloped.
3. Projecting signs.
4. Billboards.
5. Portable or temporary signs, except as permitted elsewhere in this chapter.
6. Inflatables, flag signs, spotlights or strobe lights, whether stationary or moving, intended to draw attention to a location of a property and not primarily intended to accent the signage or building form, except as expressly permitted by the City in conjunction with a temporary site plan.
7. Any signs not specifically permitted herein including any sign unlawfully installed, erected or maintained in violation of this chapter.

166.23 EXISTING SIGNS NOT AFFECTED. Any existing sign, otherwise conforming to the Zoning Ordinance and regulations of the City on the effective date of the applicable ordinance codified in this chapter, shall be permitted to remain, provided that no such sign shall be replaced or substantially improved, remodeled, repaired, or modified, except in conformance with all of the provisions of this chapter.

166.24 ANNUAL INSPECTION. The Building Inspector shall inspect annually, or at such times as the inspector deems necessary, each sign regulated by this chapter for the purpose of ascertaining whether the same is secure or insecure and whether it is in need of removal or repair.

166.25 ENFORCEMENT. The Code Enforcement Officer or designee employee shall have complete authority to enforce the provisions of this section and may summarily remove any sign which is posted in violation of this section.



City of Polk City, Iowa

City Council Agenda Communication

Date: August 22, 2022 City Council Meeting
To: Mayor Steve Karsjen & City Council
From: Chelsea Huisman, City Manager

Subject: Second Reading of Ordinance 2022-2100 Amending Chapter 101, Regulation of Industrial Wastewater, Commercial Wastewater, and hauled waste

BACKGROUND: For the City Council's consideration on Monday is an amended Ordinance to Chapter 101, Regulation of Industrial Wastewater, Commercial wastewater, and hauled waste.

Polk City is a member of the Des Moines Metro Wastewater Reclamation Authority (known as the WRA). The WRA administers the regulation of commercial and industrial wastewater and hauled waste for the City. To ensure consistency amongst the member communities, the WRA has reviewed and is recommending changes to Industrial and commercial wastewater and hauled waste regulations and has asked the member communities to also reflect those changes within their respective codes.

ALTERNATIVES: Do not approve the Ordinance.

FINANCIAL CONSIDERATIONS: The financial considerations for penalties are outlined the administrative penalties resolution approved at the August 8, 2022 City Council meeting.

RECOMMENDATION: It is my recommendation that the Council approve the 2nd reading of the Ordinance. I would recommend the 3rd reading of this ordinance be held at the September 12, 2022 City Council meeting.

ORDINANCE NO. 2022-2100

AN ORDINANCE AMENDING CHAPTER 101, REGULATION OF INDUSTRIAL WASTEWATER COMMERCIAL WASTEWATER, AND HAULED WASTE, OF THE MUNICIPAL CODE OF THE CITY OF POLK CITY, IOWA

WHEREAS, the City Council of the City of Polk City, Iowa, deems it necessary and proper to amend Chapter 101 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 101.01, Definitions, be and is hereby amended to delete the stricken language and to include the underlined language:

38A. “Non-Significant Categorical Industrial User (NSCIU)” is a Categorical user which never discharges more than 100 gallons per day of total categorical wastewater, as defined in 40 CFR 403.3(v)(2).

...

71. “Waste hauler” means a private contractor licensed by the WRA to deliver wastewater to the WRF or other locations approved by the WRA director, and includes all persons required to have a license under Section **101.69** of this chapter.

...

73A. “Waste generator” means any person which hauls or has hauled on its behalf wastewater it generates to the WRF.

...

79. “WRA participating community” or “WRA participating communities” means, individually or collectively, depending on context, the cities of Altoona, Ankeny, Bondurant, Clive, Cumming, Des Moines, Grimes, Johnston, Norwalk, Polk City, Pleasant Hill, Waukee and West Des Moines, and Polk County, Warren County, the Urbandale Sanitary Sewer District, the Urbandale-Windsor Heights Sanitary District and the Greenfield Plaza/Hills of Coventry Sanitary District, together with any other cities, counties or sanitary districts that become participating communities under the provisions of the WRA agreement.

Section 2: That Section 101.10, Discharge Prohibitions, be and is hereby amended to delete the stricken language and to include the underlined language:

9. ~~Any Radioactive material as defined in the wastes unless they comply with Atomic Energy Commission Act of 1954, as amended, and as defined in I.C. §136C.1, except materials which meet conditions of disposal by release into sanitary sewage pursuant to 10 CFR 20.2003. (68 Stat. 919 as amended and part 20, Sub-Part D—Waste Disposal, Section 20.303 of the Regulations issued by the Atomic Energy Commission, or amendments thereto).~~

(12) Hazardous Waste Pharmaceuticals for human or animal use as defined in 40 CFR 266.500.

Section 3: That Section 101.20, Fees, be and is hereby amended to delete the stricken language and to include the underlined language:

1. All users shall be subject to the following fees and charges:
 - A. The one-time wastewater discharge permit application fee shall be \$200.00 for a Class A permit, and \$100.00 for a Class B permit ~~and \$100.00 for soil/groundwater remediation permits.~~
 - B. The annual fee for a Class A wastewater discharge permit, including annual inspection of permitted users, shall be \$1,500.00 ~~shall be \$1,000.00.~~
 - C. The annual fee for a Class B wastewater discharge permit, including annual inspection of permitted users if completed or applicable, shall be \$750.00 ~~shall be \$400.00.~~
 - D. The fee paid by each industrial user when an accidental discharge or slug load occurs shall be the total costs incurred by the WRA as a result of said discharge or load. Said fee may be charged by the WRA separately from and in addition to a civil penalty of up to \$1,000.00 charged to the user under Section 101.42 of this Article related to said discharge or load up to \$1,000.00. ~~The fee shall reimburse the WRA for any costs incurred as a result of the discharge.~~
 - E. The trip charge fee for sampling or inspecting a user's discharge shall be \$50.00 ~~per day per event.~~ An equipment fee of \$50.00 per event shall also apply when using a WRA-owned 24-hour automatic sampler. The fee for subsequent consecutive days and for collecting grab samples shall be \$25.00 per day. ~~When a sampling or inspection event must be rescheduled due to failure of the user's sampling equipment, or due to a sampler seal (used to detect sample tampering) being broken, monitoring facilities not being readily accessible or operational, or any other reason beyond the control of the WRA, a trip charge of \$50.00~~ \$25.00 and a rescheduling fee of \$50.00 shall be assessed. The trip charge fee may be waived if the user informs the

POTW of sampling equipment failure prior to 8:00 a.m. of a scheduled sampling day.

...

H. Fees for rescheduling a scheduled inspection with WRA personnel, with less than 24 hours' notice or if appropriate facility managers are unavailable at the scheduled time of inspection, annual or biannual inspections of permitted users shall be \$100.00 per rescheduled inspection for those holding a Class A permit and \$50.00 for those holding a Class B permit.

...

K. Prohibitive waste charges for each pollutant discharged in excess of permit or ordinance limits shall be \$50.00 per violation \$25.00 per day for Class B permit holders and \$100.00 per violation \$50.00 per day for Class A permit holders. High strength eCharges shall double if discharges exceed are slug threshold values loads. Payment of fees does not preclude other enforcement action and may not be paid in lieu of compliance with discharge limitations.

L. At the WRA's discretion, administrative cost recovery fees may be assessed separately to a user or added to a user's disposal fee for actions or occurrences subject to Division 6 of this Article which result in the need for additional labor, equipment, and/or materials from the WRA or its contractors, including but not limited to cleanup of spills, infrastructure maintenance, improper scale transactions, improper disposal, and waste source verification. Fees shall be assessed based on the actual costs incurred by the WRA, or on the estimated costs incurred by the WRA rounded down to the nearest multiple of twenty based on actual rates for labor, materials, and equipment with a minimum fee of not less than \$20.00. Fees under this Section will be charged in addition to charges, fines, fees, or other costs associated with rejected, unapproved, or atypical wastes under Sections 101.76 and 101.77 of this chapter. Fees for inspection of a food service establishment as defined in Section 101.02 of this Code, regulation of fats, oils, and grease discharge by food service establishments, shall be \$50 per visit.

2. All users contributing wastewater in excess of the concentrations shall be assessed a surcharge, which shall be in addition to the rates and charges ordinarily billed to such users for sewer use. Commencing October 1, 2022, until June 30, 2025, surcharges shall be assessed in accordance with the following rate schedule:

	<u>Surcharge per Pound of Pollutant for the Period:</u>		
<u>Pollutant</u>	<u>10/1/2022 – 6/30/2023</u>	<u>7/1/2023 – 6/30/2024</u>	<u>7/1/2024 – 6/30/2025</u>

<u>Total suspended solids in excess of 250 mg/l</u>	<u>\$ 0.18</u>	<u>\$ 0.20</u>	<u>\$ 0.22</u>
<u>BOD or CBOD in excess of 200 mg/l</u>	<u>0.14</u>	<u>0.17</u>	<u>0.21</u>
<u>TKN in excess of 30 mg/l</u>	<u>0.55</u>	<u>0.49</u>	<u>0.42</u>
<u>Oil and grease in excess of 100 mg/l</u>	<u>0.08</u>	<u>0.10</u>	<u>0.11</u>

<u>Pollutant</u>	<u>Surcharge (per pound)</u>
<u>Suspended solids in excess of 250 mg/l</u>	<u>16 cents</u>
<u>BOD or CBOD in excess of 200 mg/l</u>	<u>11 cents</u>
<u>TKN in excess of 30 mg/l</u>	<u>61 cents</u>
<u>Oil and grease in excess of 100 mg/l</u>	<u>6 cents</u>

Commencing on July 1, 2025, surcharge rates listed in the above table shall be annually adjusted as of July 1 of each year to increase two percent per annum rounded to the nearest whole cent.

A. Chemical Oxygen Demand (COD) in excess of 300 mg/l may be used at the discretion of the WRA Director in lieu of BOD. In such case the excess COD concentration shall be multiplied by the known CBOD/COD ratio or by a ratio of two-thirds (2/3) to establish an equivalent CBOD concentration.

B. Ammonia Nitrogen (NH₃-N) in excess of 15 mg/l may be used at the discretion of the WRA Director in lieu of TKN by multiplying the excess NH₃-N concentration times two (2) to establish an equivalent TKN concentration.

Section 4: That Section 101.23, Permit Applications; Baseline Monitoring Reports, be and is hereby amended to delete the stricken language and to include the underlined language:

101.23 PERMIT APPLICATIONS; BASELINE MONITORING REPORTS; COMPLIANCE SCHEDULES. Users applying for a wastewater discharge permit or categorical users submitting a baseline monitoring report shall submit the following information as required by 40 CFR 403.12 or by the WRA director:

1. Users applying for a wastewater discharge permit must submit an application form prescribed by the WRA and accompanied by the application fee. All new significant users must submit such application 180 days prior to the date of any wastewater discharge. (new Section 2 below was originally included in this Section 1)

2. Existing users subject to new NCPS must, within 180 days after the effective date of the standard, submit a baseline monitoring report prescribed by the WRA. New users subject to the National Categorical Pretreatment Standards must submit a baseline monitoring report prescribed by the WRA at least 90 days prior to commencement of discharge to the POTW. A baseline monitoring report shall include: ~~such an application. The following information is required:~~

A. Name, address, and location of facility, if different from the mailing address.

B. Name of the operator and owners of the facility ~~a person or agent authorized to accept legal service of process.~~

C. ~~Standard Industrial Classification (SIC) code of both the industry as a whole and any processes for which National Categorical Pretreatment Standards have been promulgated and~~ A a list of all any environmental control permits held by or for the facility.

D. A description of the operations including the average rate of production, applicable Standard Industrial Classification (SIC) codes, schematic process diagrams, and points of discharge to the POTW from regulated processes. ~~Wastewater constituents and characteristics including any pollutants in the discharge which are limited by any Federal, State, or local standards with sampling and analysis performed in accordance with EPA approved methods, and meeting the following requirements:~~

~~(1) — The user shall identify the pretreatment standards applicable to each regulated process if the user is a categorical user.~~

~~(2) — All samples shall be representative of daily operations.~~

~~(3) — A minimum of four (4) grab samples, if required, must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organics. For all other pollutants required, 24-hour composite samples must be obtained through flow proportional composite sampling techniques where feasible. The WRA Director may waive flow proportional composite sampling for any user that demonstrates that flow proportional sampling is not feasible. In such cases, samples may be obtained through time proportional techniques or through a minimum of four (4) grab samples where the user demonstrates that such sampling will provide a representative sample of the effluent being discharged.~~

~~(4) — Where the flow of the stream being sampled is less than or equal to 250,000 gpd, the user must analyze three (3) samples within a two week period. Where the flow of the stream being sampled is greater than 250,000 gpd, the user must analyze six (6) samples within a two week period.~~

~~(5) — Samples must be taken immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated process if no pretreatment exists and prior to mixing with other waste. If non-regulated wastewater is mixed with regulated wastewater prior to pretreatment, the user must measure the flows and concentrations necessary to allow use of the combined waste stream formula of 40 CFR 403.6(e) in order to evaluate compliance with pretreatment standards. Where an alternate concentration or mass limit has been calculated in accordance with 40 CFR 403.6(e), this adjusted limit along with supporting data shall be submitted to the WRA Director. Users not subject to categorical standards shall submit analysis of wastewater representative of the effluent discharged to the POTW.~~

~~(6) — The WRA Director may allow the submission of an application which utilizes only historical data so long as the data provides information sufficient to determine the need for pretreatment.~~

~~(7) — A statement indicating the time, date and place of sampling, methods of analysis, and certifying that such sampling and analysis is representative of normal work cycles and expected pollutant discharges to the POTW shall accompany each Application/Baseline Monitoring Report unless such sampling and analysis was performed by the WRA.~~

E. Daily average and daily maximum flow measurements for regulated process waste streams and nonregulated waste streams where necessary ~~Time and duration of all discharges.~~

F. The categorical user shall identify the pretreatment standards applicable to each regulated process and shall submit the results of sampling and analysis identifying the nature and concentration (or mass, where required) of pollutants contained therein which are limited by the applicable pretreatment standards from each regulated process ~~Daily maximum, daily average and monthly average wastewater flow rates, including daily, monthly, and seasonal variations, if any.~~

G. The user shall take a minimum of one representative sample immediately downstream of any pretreatment facility or immediately downstream of each regulated process if no pretreatment exists and prior to mixing with other waste to compile that data necessary to comply with this requirement. If non-regulated wastewater is mixed with regulated wastewater prior to pretreatment, the user must measure the flows and concentrations necessary to allow use of the combined waste stream formula of 40 CFR 403.6(e) in order to evaluate compliance with pretreatment standards. Where an alternate concentration or mass limit has been calculated in accordance with 40 CFR 403.6(e), this adjusted limit along with supporting data shall be submitted to the WRA director. Sampling and analysis shall be performed in accordance with 40 CFR 136 or other verified method approved by the WRA director ~~Description of activities, facilities, and plant processes at the site, including a list of all raw materials and chemicals used at the facility which are or could accidentally or intentionally be discharged to the POTW.~~

H. The time, date, and place of sampling, methods of analysis, and certification that such sampling and analysis is representative of normal work cycles and expected pollutant discharges to the POTW ~~The site plans, floor plans and mechanical and plumbing plans and details to show all sewers, floor drains, and appurtenances by size, location and elevation. The plans shall include a schematic process diagram which indicates all points of discharge to the POTW. All plans must be certified for accuracy by a professional engineer registered in the State.~~

I. Historical data may be allowed by the WRA director so long as the data provides information sufficient to determine the need for industrial pretreatment measures ~~Each product produced by type, amount, process or processes and rate of production.~~

J. Certification by an authorized representative of the user as referenced in Section 101.33 and certified to by a qualified professional indicating whether pretreatment standards are being met on a consistent basis and, if not, whether additional operation and maintenance or additional pretreatment is required for the user to meet pretreatment standards and requirements ~~Type and amount of raw materials processed (average and maximum per day).~~

K. If additional pretreatment or O&M will be required to meet pretreatment standards, requirements, discharge limits as set forth in Sections 101.10, 101.11 and 101.12 of this Article, or any other limit set by the WRA director, the user shall supply a compliance schedule indicating the shortest time schedule necessary to accomplish installation or adoption of such additional pretreatment or O&M. The

completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. The following conditions apply to this schedule: Number and type of employees, and hours of operation, and proposed or actual hours of operation of the pretreatment facility.

(1) The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards. Such schedule shall include, where applicable, but shall not be limited to dates for the hiring of an engineer, completing preliminary plans, executing contracts for major components, commencing construction, beginning operation, and conducting routine operations.

(2) No increment referred to in Subsection 2.K(1) of this Section shall exceed nine months, nor shall the total compliance period exceed 18 months.

(3) No later than 14 days following each date in the schedule and the final date for compliance, the user shall submit a progress report to the WRA director, including, at a minimum, whether or not it complied with the increment of progress, the reason for any delay, and the steps being taken by the user to return to the established schedule. In no event shall more than nine months elapse between such progress reports to the WRA director.

L. A minimum of four grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide, and volatile organic compounds. For all other pollutants required, 24-hour composite samples must be obtained through flow-proportional composite sampling techniques where feasible. The WRA director may waive flow-proportional composite sampling for any user who demonstrates that flow-proportional sampling is not feasible. In such cases, samples may be obtained through time-proportional techniques or through a minimum of four grab samples where the user demonstrates that such sampling will provide a representative sample of the effluent being discharged. A statement, reviewed by an authorized representative of the user, as defined in Section 101.33 of this division, and certified to by a professional engineer licensed in the State, indicating whether pretreatment standards are being met on a consistent basis and if not whether additional operation and maintenance or additional pretreatment is required for the user to meet pretreatment standards and requirements.

M. — If additional pretreatment or O&M will be required to meet pretreatment standards or requirements, then the user shall supply a compliance schedule indicating the shortest time schedule necessary to accomplish installation or adoption of such additional pretreatment or O&M. The completion date in this schedule shall not be longer than the compliance date established for the applicable pretreatment standard. The following conditions apply to this schedule:

(1) — The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards. Such schedule shall include, where applicable but shall not be limited to dates for the hiring of an engineer, completing preliminary plans, executing contracts for major components, commencing construction, beginning operation, and conducting routine operations.

(2) — No increment referred to in subsection (1) above shall exceed nine months, nor shall the total compliance period exceed 18 months.

(3) — No later than 14 days following each date in the schedule and the final date for compliance, the user shall submit a progress report to the WRA director, including as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and if appropriate the steps being taken by the user to return to the established schedule. In no event shall more than nine months elapse between such progress reports to the WRA director.

N. — If additional pretreatment and/or operation and maintenance will be required to meet the limits on discharge into the POTW set forth in Section 118-352 of the Waste Water Reclamation Authority/City of Des Moines Municipal Code, or any other limits set by the WRA director, a plan shall be provided by the user giving the shortest schedule by which the user will provide the needed equipment, operation, or maintenance changes and additions to meet such limits. The completion date in this schedule shall not be later than the compliance date established for the National Categorical Pretreatment Standards. For a compliance schedule for meeting National Categorical Pretreatment Standards the following condition shall apply:

(1) — The schedule shall contain increments of progress in the form of dates for the commencement and completion of major

~~events leading to the construction and operation of additional pretreatment required to meet the applicable National Categorical Pretreatment Standards. Such schedule shall include, where applicable, but not be limited to dates for the hiring of an engineer, completing preliminary plans, completing final plans, executing contract for major components, commencing construction and completing construction.~~

~~(2) — No time increment in the schedule may exceed nine months.~~

~~(3) — No later than 14 days after each date in the schedule and the final date for compliance, the user shall submit a progress report to the WRA director stating whether or not it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with this increment of progress, the reason for delay, and the steps being taken by the user to return to the schedule established. In no case shall more than nine months elapse between such progress reports to the WRA.~~

~~O. — Any additional information required by the WRA director to evaluate a permit application.~~

3. New significant users not subject to categorical standards shall submit analysis of wastewater representative of the effluent discharged to the POTW as required in subsections 2.G-I of this Section for all parameters deemed necessary by the WRA director.

4. New or existing industrial users not subject to categorical pretreatment standards who fail to meet local, state, or federal pretreatment standards or other permit requirements on a consistent basis shall be subject to compliance schedules for additional pretreatment or O&M as outlined in subsection 2.K of this section.

~~2. 5.~~ All applications and reports must contain the certification statement and be signed in accordance with Section 101.33.

Section 5: That Section 101.24, Report on Compliance by Categorical Industries, be and is hereby amended to delete the stricken language and to include the underlined language:

101.24 REPORT ON COMPLIANCE BY CATEGORICAL USERS
~~INDUSTRIES.~~ Users subject to National Categorical Pretreatment Standards shall submit a report to the WRA director containing the information described in subsection 100.23~~(1)(2), (C), (1)(D), (1)(E), and (1)(K)~~ of this division within 90 days following the date for final compliance with applicable

National Categorical Pretreatment Standards or, in the case of a new source, following commencement of discharge. Users subject to equivalent mass or concentration limits shall provide a reasonable measure of the user's long-term production rate. For all other users subject to National Categorical Pretreatment Standards expressed in terms of allowable pollutant discharge per unit of production or other measure of operation, this report shall include the user's actual production during the appropriate sampling period. All reports must contain the certification statement and be signed in accordance with **Section 101.33** of this division.

Section 6: That Section 101.25, Permit Contents, be and is hereby amended to delete the stricken language and to include the underlined language:

101.25 PERMIT CONTENTS. Wastewater discharge permits shall include such conditions as are reasonably deemed necessary by the WRA director to prevent pass through or interference; protect the quality of the water body receiving effluent from the POTW; protect worker health and safety, facilitate the WRA's sludge management and disposal program; ~~protect ambient air quality~~; and protect against damage to the POTW. The WRA director may include the following items in the permit, and such additional items as the director determined necessary or prudent:

...

Section 7: That Section 101.43, Performance Bonds, be and is hereby amended to delete the stricken language and to include the underlined language:

101.43 PERFORMANCE AND PAYMENT BONDS.

1. The WRA director may decline to reissue a permit to any user who has failed to comply with this chapter or any order or previous permit issued under this chapter unless such user first files a satisfactory bond payable to the WRA in a sum not to exceed the value determined by the WRA director to be necessary to achieve compliance giving due consideration to the number and magnitude of previous violations, potential need for remediation and stating the reasons which support the amount of bond in a written order directed to the user, but in no case shall the bond be required to be greater than \$100,000.00. The user shall use a bond form prescribed by the WRA.

2. The WRA director may require any user, including any permitted or non-permitted waste generator which sends its wastewater by truck to the WRF, to obtain a bond payable to the WRA with reasonable surety in a penal sum which will adequately cover treatment costs, surcharges, fees, or any other charges associated with discharge of wastewater to the POTW in the amount as listed in Section **101.20**. The user shall use a bond form prescribed by the WRA.

Section 8: That Section 101.44, Revocation of Discharge Permit; Termination of Sewer Service, be and is hereby amended to delete the stricken language and to include the underlined language:

1. Grounds for revocation of discharge permit and/or for termination of sewer service. Any user who violates this chapter, any condition of its wastewater discharge permit, or any of the following is subject to having its permit revoked and/or its sewer service terminated in accordance with the procedures of this section:

...

G. Failure to pay fines, fees, surcharges, or sewer service user charges;

...

K. Failure to pay actual costs for negligent damage, or actual costs and penalties charged for grossly negligent or intentional damage, to the POTW not addressed elsewhere in this article.

2. Procedures for revocation of discharge permit and for termination of sewer service. The procedure for revocation of a discharge permit and termination of sewer service shall be as follows:

...

F. Upon determination by the WRA director that the user's sewer service connection to the POTW be terminated, the director's written order shall be sent to the City Public Works Department who shall cause the user's connection to the sewer to be severed or plugged. The manner of severance and procedure for disconnection shall be determined by the City Public Works Department. Upon completion of the disconnection, the City Public Works Department shall certify the to the WRA director the City's cost to disconnect the user's sewer service. Upon receipt of such certification of costs, the WRA director shall forward to the user whose service was disconnected by registered mail return receipt requested, certified mail, or personal service a bill for the cost of making the disconnection, including all costs for labor and materials, and a service charge of \$500.00 ~~\$100.00~~ for WRA supervision.

Section 9: That Section 101.46, Reinstatement of Service, be and is hereby amended to delete the stricken language and to include the underlined language:

If service is severed pursuant to this division, the service may be reinstated in the following manner:

1. Upon payment to the WRA of any delinquency in full, supervision fee of \$500.00 ~~\$100.00~~, and an inspection by the WRA director to determine whether the original cause for termination has been corrected, the WRA will issue a permit for reconnection of the building service line to the POTW. Such

reconnection costs, plus inspection fees for the City in accordance with this Code, shall be at the sole expense of the user.

Section 10: That Section 101.58, Operation, Maintenance, and Cleaning of Grease Interceptors and Grease Traps and Grease Hauler Certification, be and is hereby amended to delete the stricken language and to include the underlined language:

2. The owner or operator of the FSE shall cause the grease interceptor or trap to be cleaned as hereinafter required when FOG and solids reach 25 percent of the design liquid level of the grease interceptor or trap, or sooner if necessary to prevent carry over of FOG from the grease interceptor or trap into the City sanitary sewer system. Interceptors and traps shall be cleaned at three-month intervals or less. A longer cleaning interval must be approved by the WRA ~~director~~ Director. ~~If the owner or operator of the FSE, or an employee of the owner or operator, has a grease hauler certification from the WRA indicating satisfactory completion of the course of training offered by the WRA on the cleaning of grease interceptors and traps, such person or persons may clean the grease trap in the facility included in such grease hauler's certification. Failure to adequately clean the grease trap, properly dispose of all grease trap waste, or maintain certification pursuant to Section 101.48. Alternatively, the~~ The owner or operator of an FSE shall ~~may~~ employ a waste hauler licensed by the WRA pursuant to Division 6 of this chapter to clean the grease interceptor or trap, provided that the waste hauler personnel performing the cleaning has a current grease hauler certification from the WRA indicating satisfactory completion of the course of training offered by the WRA on the cleaning of grease interceptors and traps.

3. Any person who cleans a grease interceptor or trap shall do so in accordance with the following procedures and requirements. The person cleaning the grease interceptor or trap shall:

A. Completely empty and remove the contents (liquids and sludge) of all vaults of the grease interceptor or trap, and remove the grease mat and scrapings from the interior walls. As part of each cleaning of a grease interceptor or trap, ~~the owner or operator of the FSE~~ or the licensed waste hauler employed by the FSE owner or operator, shall perform the following maintenance activities:

...

B. Not deposit waste and wastewater removed from a grease interceptor or trap back into the grease interceptor or trap from which the waste or wastewater was removed or into any other grease interceptor or trap or drainage fixture connected to the sanitary sewer, for the purpose of reducing the volume of waste and wastewater to be disposed of.

...

E. Not use an automatic grease removal system to clean a grease interceptor without prior written approval of the WRA director, and, if the use of an automatic grease removal system is approved, shall operate same in a manner that the grease wastewater discharge limit, as measured from the system's outlet, is consistently achieved.

...

(2) The WRA ~~director~~ Director may issue a grease hauler certification upon satisfactory completion of the course of training offered by the WRA on the proper maintenance and cleaning of grease interceptors and traps, disposal procedures and record keeping. Such certification shall be for a period of five years and shall be in effect for the person receiving such training ~~and for the FSE site for which such person is the owner, operator or employee thereof.~~ Grease haulers certified by the WRA shall be subject to a grease interceptor cleanout inspection by WRA personnel, not less than once every two years, for purposes of the hauler demonstrating its compliance with requirements in this section. Such inspections shall be scheduled at a time which coincides with normal working hours for WRA personnel, shall involve all individuals employed by the same company who have been issued a grease hauler certification by the WRA, and shall be conducted at an FSE within the WRA service area. Failure to follow WRA's cleanout procedures or other requirements of this section may result in fines, additional scheduled cleanout inspections, and loss of grease hauler certification status, individually or company-wide, with the WRA.

Section 11: That Section 101.60, Inspection of Grease Interceptors and Related Sewers and Equipment, be and is hereby amended to delete the stricken language and to include the underlined language:

The Owner or operator of an FSE shall:

1. Provide, operate and maintain, at its expense, safe and accessible monitoring facilities (such as a suitable manhole), and shall make such monitoring facilities available for inspection, for routine cleanouts by the owner or operator's licensed grease hauler, and for sampling and flow measurement of the building sewer or internal drainage systems. There shall be ample room in or near such monitoring ~~facilities~~ facility to allow for proper inspection, accurate sampling and preparation of samples for analysis. The monitoring facilities shall be maintained such that the device(s) is readily and immediately accessible for inspections and cleanouts being free of coverings, building materials, pavements, or any other obstructions.

Section 12: That Section 101.61, Inspection Fees, be and is hereby amended to delete the stricken language and to include the underlined language:

101.61 ~~TRIP CHARGES INSPECTION FEES~~. The fees for inspection of an FSE shall be as provided in Section 101.61 of the Code and shall be paid within 30 days of the date of the invoice for such fees. A trip charge of \$50.00, as referenced in Section 101.61 shall be assessed in conjunction with the violation of any requirement of Section 101.60 which results in the need for WRA personnel to reschedule such inspection of grease interceptor/trap or food service establishment, and shall be paid within 30 days of the date of the invoice for such charge.

Section 13: That Section 101.70, Issuance of License, be and is hereby amended to delete the stricken language and to include the underlined language:

101.70 ISSUANCE OF LICENSE; PAYMENT OF BOND REQUIREMENTS. The waste hauler's license shall be issued by the WRA Director upon written application that shall consist of the following minimum requirements:

...

2. License Fee and Bond. An application shall require the payment of a fee of \$60.00 for each vehicle used by the applicant and the posting of a bond with reasonable surety in a the penal sum of \$10,000.00 which shall cover no less than two months of average or estimated treatment at the WRF for the faithful compliance with this division, including prompt payment of treatment costs, surcharges, fees, and fines, and damages. Bond amounts shall be up to \$100,000.00 but not less than \$20,000.00 and structured as follows as required by the WRA director:

<u>Total Monthly Treatment Fees</u>	<u>Surety Bond Amount</u>
<u>< \$10,000</u>	<u>\$20,000.00</u>
<u>\$10,001 - \$20,000</u>	<u>\$40,000.00</u>
<u>\$20,001 - \$40,000</u>	<u>\$60,000.00</u>
<u>> \$40,001</u>	<u>\$100,000.00</u>

WRA participating communities that contract with waste haulers in order to clean and rehabilitate storm and sanitary sewers owned by the community or that own and operate waste hauling vehicles may provide proof of self-insurance or provide a letter guaranteeing payment of up to \$20,000.00 ~~\$10,000.00~~ in lieu of providing a surety bond.

Section 14: That Section 101.73, Identification of Source, be and is hereby amended to delete the stricken language and to include the underlined language:

1. Waste haulers must document the nature and origin of wastes collected and the site and method of disposal for wastes that are removed from any locations or are delivered to the WRF. Such information shall be provided on a manifest form provided by the WRA director. ~~The manifest and~~ shall also include:

A. ~~(i)~~ The name, and address ~~and phone number~~ of the waste generator(s);

B. ~~(ii)~~ The type of waste collected;

~~(iii)~~ ~~The approximate volume of the load;~~

C. ~~(iv)~~ Any other information consistent with identification and tracking of wastes.

The WRA director or his or her designee shall have the right to verify all information required by this section, including the right to measure, sample and analyze any waste regulated by this division.

2. The waste hauler or waste generator shall obtain approval from the WRA director or his or her designee prior to loading wastes originating from an industrial/commercial source unless prior approval is on record with the WRA. A hauled waste profile form prescribed by the WRA must be completed by the waste generator and submitted to the WRA director or his or her designee for consideration for waste load disposal at the WRF. Such profile form shall include information regarding the waste generator's name, address, phone number, authorized representative, waste description and product information, anticipated volume and frequency of disposals, waste transporter information, process waste characteristics including pollutant concentrations, declarations, certifications, and signature of authorized official.

Section 15: That Section 101.74, Mixing Wastes, be and is hereby amended to delete the stricken language and to include the underlined language:

101.74 MIXING WASTES. For the purposes of this division, wastes from residential and nonresidential sources shall not be mixed. Wastes from an industrial/commercial source shall not be mixed with wastes of any type from another location. Portable toilet and FSE grease trap wastes may be mixed with similar wastes from different locations. Residential wastes from several sources may be mixed as long as each source is identified. Any tanks used for hauling waste to the WRF or equipment that comes in contact with waste ~~used for hauling waste to the WRF~~ shall not be used for hauling hazardous wastes or hazardous substances, as defined in I.C. § 567.1 et seq., chapter 131 of the Iowa Administrative Code and in 40 CFR 261, or other wastes which may be

detrimental to the POTW, the receiving waters, or the health of WRF employees, private contractors, or the public WRF.

Section 16: That Section 101.75, Standards of Disposal at WRF, be and is hereby amended to delete the stricken language and to include the underlined language:

1. Under this division, disposal of wastes at the WRF shall be carried out in accordance with pretreatment standards and requirements established by federal, State, County, and City governments including categorical standards developed for the waste generator's industrial category. The WRA director may reject wastes from waste haulers who do not comply with this section or with any other section of this division. Waste haulers shall not deliver wastes to the WRF, or to any other disposal location approved by the WRA director which are:

~~A. 1.~~ Prohibited by Section **101.10** or exceed the limits found in Sections **101.11, 101.12** and **101.13** of this chapter.

~~B. 2.~~ Hazardous wastes or hazardous substances as defined in 40 CFR Part 261 or 567 I.A.C., Chapter 131.

~~C. 3.~~ Originate from mineral oil unless first treated to remove the oil and grease.

~~D. 4.~~ Not completely identified or are from industrial/commercial sources that are not approved by the WRA director as required in Section **101.73**.

~~E. 5.~~ Mixed in a manner prohibited in Section **101.74**.

~~F. 6.~~ Wastes other than residential from outside the WRA, except through requests to the WRA director.

2. All disposal transactions at the WRF shall consist of waste haulers scaling in and scaling out on the WRF scales system. Prior to discharging any contents from their vehicle, a waste hauler shall:

A. Collect onsite at the WRF a sufficient sample of the waste material onboard.

B. Test and record the pH and immediately report any results that do not meet disposal limits as listed in Section **101.10**.

C. Document on the WRF manifest all contents of the waste load including waste type, source information, and any other information

consistent with identification and tracking of wastes as required in Section 101.73.

D. Request and obtain approval from WRF Operations to begin unloading at the WRF digesters.

Section 17: That Section 101.77, Treatment Fees for Hauled Wastes, be and is hereby amended to delete the stricken language and to include the underlined language:

1. A treatment fee shall be charged per pound of hauled waste disposed of at the WRF and assessed based on the waste type, pollutant loading, approved disposal location, and location of the source material. The fee for treatment shall include electrical, chemical, labor, equipment, fuel, maintenance, and any capital costs associated with the treatment processes utilized. The treatment fee shall reflect a total cost per gallon or per pound of hauled waste equaling the sum of the total cost of pollutants per gallon or per pound plus, if applicable, total cost of flow per gallon, based on: (1) the parameters of chemical oxygen demand (COD), estimated biochemical oxygen demand (BOD), total suspended solids (TSS) and/or total solids (TS), volatile solids (VS), total Kjeldahl nitrogen (TKN), oil and grease (O&G), and, if applicable, total phosphorus (TP) contained in trucked waste to the WRF; (2) net weight of the wasteload in pounds; and (3) the treatment surcharge component rate per pound of pollutant as found in section 118-352 of this division. Wasteloads disposed of at an unapproved location at the WRF, or containing pollutant concentrations different from typical pollutant concentrations or from original disclosures made during the wasteload approval process, may be subject to the following additional costs: treatment fees, charges, or fines may also be applied pursuant to Section 101.20. ~~received at the WRF for all wastes originating within WRA participating communities which are treated through the headworks at the WRF using all treatment processes at the WRF, which fee shall be equal to the cost of disposal and treatment of an equivalent volume and mass of pollutants otherwise delivered into the POTW. The treatment fee shall include: (i) the volume charge component, (ii) a treatment surcharge component for each pollutant as found in Section 118-362 of the Wastewater Reclamation Authority/City of Des Moines Municipal Code, and (iii) a program cost component. The program cost component shall be calculated by dividing the annual administrative costs of the waste hauler program by the total gallons of hauled waste treated in the previous calendar year. The surcharge component shall be calculated using the average concentration of pollutants found in hauled wastes delivered to the wastewater reclamation facility. The treatment surcharge and program cost components shall be reviewed and updated annually based on the most recent data collected by the operating agency. The treatment fee for loads originating outside of the WRA participating communities shall be 1.5 times the fee for loads originating within the WRA participating communities.~~

2. ~~A treatment fee shall be charged for hauled wastes originating within the WRA participating communities which are treated using only a portion of the treatment processes at the WRF, which fee shall be calculated to recover the cost of treatment. The cost of treatment shall include electrical, chemical, personnel, and any capital costs associated with the treatment processes utilized, and a program cost component which shall be calculated by dividing the annual administrative costs of the waste hauler program associated with partial process treatment by the total gallons of hauled waste treated using only a portion of the treatment processes in the previous calendar year. Treatment costs shall be reviewed and updated annually per the U.S. Bureau of Labor Statistics Consumer Price Index. The WRA shall provide 30 days' notice prior to assessing updated disposal rates with such notices posted, at a minimum, on the WRA website based on the most recent data collected by the operating agency.~~ The treatment fee for loads originating outside of the WRA participating communities shall be 1.5 times the fee for loads originating within the WRA participating communities unless otherwise approved by the WRA director.

3. ~~Fees~~ Wasteload disposal weights shall be computed and recorded at the WRF truck sales disposal station and the resulting treatment fees shall be paid by the waste hauler or waste generator, at the WRA's discretion, on the basis of monthly billings by the finance department ~~operating contractor~~. Limits of credit shall not exceed 60 days. Abuse of such credit shall be grounds for liability on the waste hauler's or waste generator's bond and for refusal of disposal services to any waste hauler or waste generator under this division.

4. Waste haulers and waste generators may elect to have their routine waste streams loads tested for actual concentration at their expense as set ~~forth~~ out in Section **101.20** of the Code, and as approved by the WRA director. When a waste hauler or waste generator has elected to ~~have loads tested for~~ actual concentration, the treatment fee will be based on the actual concentration whether it be higher or lower than the average concentration treatment fee. Said testing will be done at least ~~once a month or more often~~ semi-annually or as required by the WRA director.

Section 18: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 19: This ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED by the City Council of the City of Polk City, Iowa, this _____ day of _____ 2022.

Steve Karsjen, Mayor

ATTEST:

Jenny Coffin, City Clerk

Published by posting
On the ___ day of _____, 2022

1st Reading _____
2nd Reading _____
3rd Reading _____



City of Polk City, Iowa

City Council Agenda Communication

Date: August 22, 2022 City Council Meeting
To: Mayor Steve Karsjen & City Council
From: Chelsea Huisman, City Manager

Subject: 2nd reading of an Ordinance pertaining to rezoning for 1000 E. Northside Drive of 95.2 acres from A-1 to R-1

BACKGROUND: On Monday evening, the City Council will have the 2nd reading of an Ordinance pertaining to a re-zoning at 1000 E. Northside Drive of 95.2 acres. The re-zoning would be from zoning classification A-1 to R-1. The request for re-zoning comes from the same developer, who the City recently rezoned property at 1716 E. Northside Drive.

ALTERNATIVES: Do not approve

FINANCIAL CONSIDERATIONS: There are no financial considerations for the re-zoning.

RECOMMENDATION: It is my recommendation that the Council approve the 2nd reading of the re-zoning ordinance for 1000 E. Northside Drive. I would recommend that all 3 readings occur at separate Council meetings for the re-zoning, with the final reading occurring on September 12, 2022.

ORDINANCE NO. 2022-1900

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF POLK CITY, IOWA, BY REZONING PROPERTY LOCATED 5810 NW 118TH AVENUE and 1000 E NORTHSIDE DRIVE, POLK CITY, IOWA, FROM ZONING CLASSIFICATION OF A-1 AGRICULTURAL TO R-1 SINGLE FAMILY DETACHED RESIDENTIAL

WHEREAS, on the 18th day of July 2022, the Planning and Zoning Commission of the City of Polk City, Iowa, recommended to the City Council that the property legally described as:

EX E 209F N251F- NW 1/4 NW FRL 1/4 INCLUDING RD SEC 6-80-24
AND

-EX N110F W100F E 803.9F & WLY OF LN BEG 1550F N OF SW COR THN E 100F S 275.7F E 250F S 500F SELY TO PT 840F E OF SW COR- NE 1/4 NE FRL 1/4 INCLUDING 1.38A RD SEC 1-80-25, POLK COUNTY, IOWA.

be considered for rezoning 39.97-acre parcel located at 5810 NW 118th Avenue and a 53.93-acre parcel located 1000 E Northside Drive, Polk City, Iowa and the south one-half public right-of-way for E. Southside Drive adjacent thereto; from zoning classification of A-1 Agricultural to R-1 Single Family Detached Residential.
; and

WHEREAS, after due notice and hearing as provided by law, the City Council now deems it reasonable and appropriate to rezone said property.

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

Section 1: That the Municipal Code of the City of Polk City, Iowa, be and is hereby amended by rezoning the property described above from Agricultural (A-1) to Single Family Detached Residential (R-1).

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

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

PASSED AND APPROVED this _____ of _____ 2022.

Steve Karsjen, Mayor

ATTEST:

Jenny Coffin, City Clerk

First Reading:
Second Reading:
Third Reading:
Date of Publication by posting