# Agenda -Notice of Meeting 

Polk City | City Council
$* * * * * * * * * * * * * * * * * * * * * * * * * *$
September 26, 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 Hearing

a. Public Hearing for Annexation
i. Resolution 2022-110 annexing certain parcels of real estate into the City of Polk City
5. Public Comments: This is the time and place for comments for any item other than those that are a Public Hearing. If you wish to speak, please contact the City Clerk by 5pm on the date of the meeting by email at icoffin@polkcitvia.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.

## 6. Consent Items

a. City Council Meeting Minutes for September 12, 2022
b. City Council Work Session Meeting Minutes for September 12, 2022
c. Receive and file P\&Z Meeting Minutes for September 19, 2022
d. Claims listing September 26, 2022
e. August 2022 Finance Report
f. FY 21.22 Street Finance Report
g. Receive and file the August 2022 Police Department Report
h. Receive and file the August 2022 Water Department Report
i. Receive and file the August 2022 Fire Department Report
j. Acknowledge Library Resolution 2022-11L hiring Allyson Reister as Youth Services Librarian and setting pay at $\$ 22.12$ effective September 28, 2022
k. Resolution 2022-111 approving Construction Drawings for Crossroads at the Lakes Plat 3

1. Resolution 2022-112 setting Public Hearing on the Rezoning Petition for Holly Woods
m. Addendum to T Mobile Antenna Lease Agreement
n. Certificate of Completion of Public Improvements with Deer Haven Land Company
o. Resolution 2022-113 approving construction contract and bond with Elder Corporation for the West Bridge Road Water Main Loop Project

## 7. Business Items

a. Resolution 2022-114 approving Preliminary Plat for Antler Ridge

## 8. Reports \& Particulars

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

## 9. Adjournment

--next meeting date October 10, 2022

## City of Polk City, Iowa

City Council Agenda Communication
\(\left.$$
\begin{array}{ll}\text { Date: } & \begin{array}{l}\text { September 26, 2022 City Council Meeting } \\
\text { To: } \\
\text { From: }\end{array}
$$ <br>
Mayor Steve Karsjen \& City Council <br>

Chelsea Huisman, City Manager\end{array}\right]\)| Subject: | Public Hearing \& Resolution to approve annexation of certain property into the City of <br> Polk City |
| :--- | :--- |

BACKGROUND: On Monday evening, the City Council will hold a public hearing for a proposed voluntary annexation into the City of Polk City. After the public hearing, the City Council will consider approving the annexation by resolution. 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. Timbercrest Homes LLC (Formerly 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 approve

FINANCIAL CONSIDERATIONS: The annexation of the 6 parcels above will generate approximately $\$ 5,000$ in property tax revenue for the City. The estimated revenue will increase in future years and if the property is further developed.

RECOMMENDATION: It is my recommendation that the Council approve the voluntary annexation.

## RESOLUTION ANNEXING CERTAIN PARCELS OF REAL ESTATE INTO THE CITY OF POLK CITY, IOWA

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

## PARCEL 1

OWNER: JAMES V. AND CONNIE L. JOHNSON TRUST. JAMES V. JOHNSON, TRUSTEE. CONNIE L. JOHNSON, TRUSTEE.
PARCEL ID: 180/00095-003-009
A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE $1 / 4$ ) OF SECTION SEVEN (7), TOWNSHIP EIGHTY (80) NORTH, RANGE TWENTY-FOUR (24) WEST OF THE $5^{\mathrm{TH}}$ 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 1/4) 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,

ALL CONTAINING 29.38 ACRES, MORE OR LESS.

## PARCEL 2

OWNER: JAMES V. AND CONNIE L. JOHNSON TRUST. JAMES V. JOHNSON, TRUSTEE. CONNIE L. JOHNSON, TRUSTEE.
PARCEL ID: 180/00095-003-010
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 $5{ }^{\text {TH }}$ PRINCIPAL MERIDIAN, ALL BEARINGS BEING REFERRED TO THE IOWA COORDINATE SYSTEM, SOUTH ZONE (GRID NORTH BEARS $00^{\circ} 07^{\prime} 06^{\prime \prime}$ WEST OF TRUE NORTH).

COMMENCING AT THE NW CORNER OF SAID SE $1 / 4$ OF SECTION 7; THENCE SOUTH $63^{\circ} 10^{\prime} 29^{\prime \prime}$ EAST, 621.13 FEET TO THE POINT OF BEGINNING; THENCE NORTH $88^{\circ} 36^{\prime} 16^{\prime \prime}$ EAST, 330.00 FEET; THENCE SOUTH $64^{\circ} 23^{\prime} 44^{\prime \prime}$ EAST, 265.00 FEET; THENCE

NORTH $63^{\circ} 36^{\prime} 16^{\prime \prime}$ EAST, 130.00 FEET; THENCE SOUTH 78²3' $44^{\prime \prime}$ EAST, 115.00 FEET; THENCE SOUTH $11^{\circ} 36^{\prime} 26^{\prime \prime}$ WEST, 40.00 FEET; THENCE SOUTH $88^{\circ} 36^{\prime}$ ' $6^{\prime \prime}$ WEST, 110.00 FEET; THENCE SOUTH $49^{\circ} 36^{\prime} 16^{\prime \prime}$ WEST, 75.00 FEET; THENCE SOUTH $07^{\circ} 23^{\prime} 44^{\prime \prime}$ EAST, 65.00 FEET; THENCE SOUTH $58^{\circ} 23^{\prime} 44^{\prime \prime}$ EAST, 195.00 FEET; THENCE NORTH 81³6'16" EAST, 235.00 FEET; THENCE SOUTH $63^{\circ} 23^{\prime} 44^{\prime \prime}$ EAST, 31.84 FEET; THENCE SOUTH $51^{\circ} 09^{\prime} 05^{\prime \prime}$ WEST, 141.52 FEET; THENCE SOUTH $38^{\circ} 50$ ' $55^{\prime \prime}$ EAST, 68.69 FEET; THENCE SOUTH $66^{\circ} 51^{\prime} 19^{\prime \prime}$ WEST, 302.46 FEET; THENCE NORTH $23^{\circ} 11^{\prime} 44^{\prime \prime}$ WEST, 53.11 FEET; THENCE NORTH $78^{\circ} 49^{\prime} 56^{\prime \prime}$ WEST, 30.00 FEET; THENCE SOUTH $50^{\circ} 26^{\prime} 56^{\prime \prime}$ WEST, 25.92 FEET; THENCE NORTH $61^{\circ} 32^{\prime} 30^{\prime \prime}$ WEST, 270.40 FEET; THENCE NORTH $67^{\circ} 55^{\prime} 04^{\prime \prime}$ WEST, 350.89 FEET; THENCE NORTH $16^{\circ} 23^{\prime} 44^{\prime \prime}$ WEST, 282.64 FEET TO THE POINT OF BEGINNING.

AND

EXCEPT PARCEL F AS DESCRIBED IN BOOK 12218, PAGE 770 OF THE POLK COUNTY, IOWA RECORDER'S OFFICE,

ALL CONTAINING 5.24 ACRES, MORE OR LESS.

## PARCEL 3

OWNER: JOEL JAMES \& DINA K. JOHNSON
PARCEL ID: 180/00095-003-006
A PART OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION SEVEN (7) TOWNSHIP EIGHTY (80) RANGE TWENTY-FOUR (24) WEST OF THE $5^{\text {TH }}$ 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.

ALL CONTAINING 1.43 ACRES, MORE OR LESS.

## PARCEL 4

OWNER: JERRY N. \& JEAN M. JOHNSON
PARCEL ID: 180/00095-003-004
A PART OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE $5^{\text {TH }}$ P.M., POLK COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 7; THENCE N $00^{\circ} 25^{\prime} 59^{\prime \prime}$ E, ALONG THE EAST LINE OF THE SOUTHEAST $1 / 4$ OF SAID SECTION 7, A DISTANCE OF 1211.30 FEET; THENCE N $89^{\circ} 34^{\prime} 01^{\prime \prime} \mathrm{W}$, 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 51²42’29"

W, A CHORD DISTANCE OF 633.20 FEET; THENCE N $58^{\circ} 01^{\prime} 33^{\prime \prime}$ W, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 280.41 FEET; THENCE N $61^{\circ} 37$ ' $25^{\prime \prime}$ W, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 150.17 FEET; THENCE N $66^{\circ} 56^{\prime} 00^{\prime \prime}$ E, A DISTANCE OF 374.49 FEET; THENCE S $53^{\circ} 19^{\prime} 03^{\prime \prime}$ E, A DISTANCE OF 70.00 FEET; THENCE N $81^{\circ} 40^{\prime} 57^{\prime \prime}$ E, A DISTANCE OF 70.00 FEET; THENCE S $53^{\circ} 19^{\prime} 03^{\prime \prime}$ E, A DISTANCE OF 120.00 FEET; THENCE S $48^{\circ} 40^{\prime} 57^{\prime \prime}$ W, A DISTANCE OF 70.00 FEET; THENCE S $19^{\circ} 19^{\prime} 03^{\prime \prime} \mathrm{E}$, A DISTANCE OF 60.00 FEET; THENCE S $31^{\circ} 06^{\prime} 20^{\prime \prime}$ E, A DISTANCE OF 645.57 FEET TO THE POINT OF BEGINNING,

ALL CONTAINING 3.89 ACRES, MORE OR LESS.

## PARCEL 5

OWNER: JAMES V. AND CONNIE L. JOHNSON TRUST. JAMES V. JOHNSON, TRUSTEE. CONNIE L. JOHNSON, TRUSTEE.
PARCEL ID: 180/00095-003-008
PARCEL ID: 180/00095-005-000
PART OF PARCEL ID: 180/00096-001-000
THAT PART OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 7, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN ( $5^{\text {TH }}$ P.M.) DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 7; THENCE SOUTH $0^{\circ} 00^{\prime} 00^{\prime \prime}$ EAST ALONG SAID EAST LINE OF S.E. $1 / 4,905.94$ FEET TO THE POINT OF BEGINNING THENCE CONTINUING SOUTH $0^{\circ} 00^{\prime} 00^{\prime \prime}$ EAST ALONG SAID EAST LINE OF THE S.E. $1 / 4,950.81$ FEET; THENCE NORTH $90^{\circ} 00^{\prime} 00^{\prime \prime}$ WEST, 33.0 FEET; THENCE NORTH $54^{\circ} 08^{\prime} 35^{\prime \prime}$ WEST, 378.48 FEET; THENCE NORTH $39^{\circ} 16^{\prime} 55^{\prime \prime}$ WEST, 1272.18 FEET; THENCE NORTH $50^{\circ} 43^{\prime} 05^{\prime \prime}$ EAST, 370.26 FEET; THENCE SOUTH $39^{\circ} 16^{\prime} 55^{\prime \prime}$ EAST, 633.09 FEET; THENCE SOUTH $90^{\circ} 00^{\prime} 00^{\prime \prime}$ EAST, 457.79 FEET TO THE POINT OF BEGINNING

THE EAST LINE OF THE S.E. $1 / 2$ OF SEC. 7 IS ASSUMED TO BEAR N $0^{\circ} 00^{\prime} 00^{\prime \prime}$ FOR PURPOSES OF THE DESCRIPTION.

AND
EXCEPT A PART OF THE SOUTHEAST $1 / 4$ OF SECTION 7, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE $5^{\text {TH }}$ 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.

SUBJECT TO ANY AND ALL EASEMENTS OR RECORDS.

AND

EXCEPT THAT PART LYING EASTERLY OF THE CENTERLINE OF NW $44^{\text {TH }}$ STREET, BEGINNING AT THE INTERSECTION OF CENTERLINE NW POLK CITY DR (HIGHWAY 415) AND PROCEEDING NORTHERLY ALONG THE CENTERLINE OF NW $44^{\text {TH }}$ STREET TO THE EAST LINE OF SAID SOUTHEAST $1 / 4$ OF SECTION 7, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN ( $5^{\text {TH }}$ P.M.).

AND
EXCEPT BOOK 7215 PAGE 534 AS RECORDED IN THE OFFICE OF THE POLK COUNTY, IOWA RECORDER'S OFFICE,

ALL CONTAINING 12.85 ACRES AND 0.88 ACRES FOR ROADWAY EASEMENT FOR A TOTAL OF 13.73 ACRES, MORE OR LESS.

PARCEL 6
OWNER: TIMBERCREST HOMES, LLC
PARCEL ID: 180/00856-002-000

OUTLOT "Y", JOHNSON/HALL PLAT 1, AN OFFICIAL PLAT IN POLK COUNTY, IOWA.
ALL CONTAINING 29.61 ACRES, MORE OR LESS.
WHEREAS, in addition, the following public lands are included in the annexation to include right of way and for the purpose of creating uniform boundaries and preventing islands:

## PARCEL 7

OWNER: STATE OF IOWA
PARCEL ID: 180/00095-001-011
A TRACT OF LAND SITUATED IN THE COUNTY OF POLK, STATE OF IOWA, BEING THE FOLLOWING DESCRIBED PARCEL LOCATED IN THE SE $1 / 4$ OF SECTION 7, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE $5{ }^{\text {TH }}$ PRINCIPAL MERIDIAN, ALL BEARINGS BEING REFERRED TO THE IOWA COORDINATE SYSTEM, SOUTH ZONE (GRID NORTH BEARS $00^{\circ} 07^{\prime} 06^{\prime \prime}$ WEST OF TRUE NORTH).

COMMENCING AT THE SE CORNER OF SAID SE $1 / 4$ OF SECTION 7, THENCE NORTH $26^{\circ} 31^{\prime}$ WEST, 648.3 FEET TO THE POINT OF BEGINNING, SAID POINT BEING 95.0 FEET SOUTH $66^{\circ} 51^{\prime}$ WEST OF STATION $46+00$ AS SHOWN ON THE OFFICIAL PLANS FOR IOWA DOT PROJECT NO F-415-1(22)—20-77; THENCE SOUTH 8959́ㅗㅇ WEST, 569.2 FEET; THENCE NORTH 28³6' WEST, 1049.5 FEET; THENCE NORTH $26^{\circ} 10^{\prime}$ EAST, 85.0 FEET TO A POINT, SAID POINT BEING 100.00 FEET SOUTH $26^{\circ} 10^{\prime}$ WEST OF STATION 30+00 AS SHOWN ON SAID OFFICIAL IOWA DOT PLANS; THENCE SOUTH $64^{\circ} 11^{\prime}$ EAST, 269.8 FEET; THENCE SOUTHEASTERLY 1204.2 FEET ALONG A NON TANGENTIAL CURVE CONCAVE SOUTHWESTERLY HAVING A

RADIUS OF 1831.4 FEET, A CENTRAL ANGLE OF $37^{\circ} 40^{\prime}$ '31" AND A CHORD THAT BEARS SOUTH $42^{\circ} 00^{\prime}$ EAST, 1182.7 FEET TO THE POINT OF BEGINNING.

ALL CONTAINING 10.53 ACRES, MORE OR LESS.

## PARCEL 8

OWNER: UNITED STATES OF AMERICA
PARCEL ID: 180/00095-004-000
A TRACT OF LAND SITUATED IN THE COUNTY OF POLK, STATE OF IOWA, BEING THE FOLLOWING DESCRIBED PARCEL LOCATED IN THE SE $1 / 4$ OF SECTION 7, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE $5{ }^{\text {TH }}$ PRINCIPAL MERIDIAN, ALL BEARINGS BEING REFERRED TO THE IOWA COORDINATE SYSTEM, SOUTH ZONE (GRID NORTH BEARS $00^{\circ} 07^{\prime} 06^{\prime \prime}$ WEST OF TRUE NORTH).

COMMENCING AT THE SE CORNER OF SAID SE 1/4 OF SECTION 7; THENCE NORTH $18^{\circ} 07^{\prime} 10^{\prime \prime}$ WEST, 1066.16 FEET TO THE POINT OF BEGINNING, SAID POINT BEING 80.00 FEET NORTH $54^{\circ} 54$ ' $40^{\prime \prime}$ EAST OF STATION 41+98.83 AS SHOWN ON THE OFFICIAL PLANS FOR IOWA DOT PROJECT NO. F415-1(22)-20-77; THENCE NORTH $53^{\circ} 42^{\prime} 35^{\prime \prime}$ WEST, 0.65 FEET; THENCE NORTH $38^{\circ} 50^{\prime} 55^{\prime \prime}$ WEST, 265.01 FEET; THENCE SOUTHEASTERLY 265.83 FEET ALONG A NON-TANGENTIAL CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2006.37 FEET, A CENTRAL ANGLE OF $07^{\circ} 35^{\prime} 28^{\prime \prime}$ AND A CHORD THAT BEARS SOUTH $38^{\circ} 53^{\prime} 04^{\prime \prime}$ EAST, 265.63 FEET TO THE POINT OF BEGINNING.

ALL CONTAINING 0.02 ACRE, MORE OR LESS.
OWNER: STATE OF IOWA
PART OF PARCEL ID: 180/00095-001-010
PART OF PARCEL ID: 180/00095-001-003
RIGHT OF WAY FOR NW POLK CITY DRIVE
THAT PART OF THE EXISTING RIGHT-OF-WAY OF NW POLK CITY DRIVE (HIGHWAY 415) IN THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE $5^{\text {TH }}$ P.M., NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA AND LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE SOUTHEAST $1 / 4$ OF SECTION 7, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE $5{ }^{\text {TH }}$ P.M., INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, LYING NORTHERLY OF THE CENTERLINE OF NW POLK CITY DR (HIGHWAY 415) AND LYING WESTERLY OF THE CENTERLINE OF NW $44^{\mathrm{TH}}$ STREET, BEGINNING AT THE INTERSECTION OF SAID CENTERLINE OF NW POLK CITY DR (HIGHWAY 415) AND PROCEEDING NORTHERLY ALONG SAID CENTERLINE OF NW $44^{\mathrm{TH}}$ STREET TO THE EAST LINE OF SAID SOUTHEAST $1 / 4$ OF SECTION 7;

AND
THAT PART OF THE SOUTHEAST $1 / 4$ OF SECTION 7, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE $5^{\text {TH }}$ P.M., INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, LYING SOUTHWESTERLY OF THE CENTERLINE OF NW POLK CITY DR (HIGHWAY 415) AND LYING EAST OF THE WEST LINE OF OUTLOT Y OF JOHNSON/HALL PLAT 1, AN OFFICIAL PLAT, AND LYING EAST OF SAID WEST LINE OF OUTLOT Y EXTENDED NORTH TO THE CENTERLINE OF SAID CENTERLINE OF NW POLK CITY DR (HIGHWAY 415).

ALL CONTAINING 15.62 ACRES, MORE OR LESS.
OWNER: POLK COUNTY, IOWA
PARCEL ID: 180/00095-003-002
PART OF PARCEL ID: 180/00096-001-000
A PARCEL OF LAND LOCATED IN THE SE $1 / 4$ SECTION 7, T-80-N, R-24-W, OF THE $5^{\text {TH }}$ P.M., CROCKER TWP., POLK COUNTY, IOWA AND MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF SECTION 7, T-80-N, R-24-W, OF THE $5^{\text {TH }}$ P.M., CROCKER TWP., POLK COUNTY, IOWA; THENCE N $0^{\circ} 00^{\prime} 00^{\prime \prime} \mathrm{E}-1,500.00$ FEET; THENCE S $90^{\circ} 00^{\prime} 00^{\prime \prime} \mathrm{W}-33.00$ FEET TO THE POINT OF BEGINNING; THENCE S $90^{\circ} 00^{\prime} 00^{\prime \prime} \mathrm{W}-117.00$ FEET; THENCE N $0^{\circ} 00^{\prime} 00^{\prime \prime} \mathrm{E}-236.36$ FEET; THENCE N $90^{\circ} 00^{\prime} 00^{\prime \prime}$ E-117.00 FEET; THENCE S $0^{\circ} 00^{\prime} 00^{\prime \prime} \mathrm{W}$ - 236.36 FEET TO THE POINT OF BEGINNING,

AND
EXISTING RIGHT OF WAY OF NW $44^{\text {TH }}$ STREET IN THE SOUTHEAST $1 / 4$ OF SECTION 7, T-80-N, R-24-W, OF THE $5^{\text {TH }}$ P.M., CROCKER TWP., POLK COUNTY, IOWA LYING EASTERLY AND ADJACENT TO THE FOLLOWING DESCRIBED PARCEL:

A PARCEL IN SAID SECTION BEGINNING THIRTY-THREE (33) FEET WEST OF THE NORTHEAST (NE) CORNER OF THE SOUTHEAST QUARTER (SE 1/4) 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,

ALL CONTAINING 1.33 ACRES, MORE OR LESS.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Polk City, Iowa, that the above-described real estate should be annexed to and made a part of the City of Polk City, Iowa, including public land to include right of way, create uniform boundaries and prevent islands.

BE IT FURTHER RESOLVED by the City Council of the City of Polk City, Iowa that the City will provide the maximum benefit allowed by the State of Iowa for the transition in the imposition of City taxes against the property, not to exceed the following abatement schedule:
a. For the first and second years, seventy-five percent (75\%).
b. For the third and fourth years, sixty percent (60\%).
c. For the fifth and sixth years, forty-five percent (45\%).
d. For the seventh and eighth years, thirty percent (30\%).
e. For the ninth and tenth years, fifteen percent (15\%).

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 forward the annexation proposal to the City of Development Board in accordance with the Code of Iowa.

DATED at Polk City, Iowa, this $26^{\text {th }}$ day of September 2022.

Steve Karsjen, Mayor
ATTEST:

Jenny Coffin, City Clerk

# MEETING MINUTES <br> The City of Polk City <br> City Council Meeting <br> 6:00 p.m. September 12, 2022 <br> City Hall - Council Chambers 

Polk City, City Council held a meeting in the City Hall Council Chambers with public participation in person and via phone at 6:00 p.m., September 12, 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 $\mid$ Mayor Karsjen called the meeting to order at 6:00 p.m.
2. Roll Call $\mid$ 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. Public Hearing

a. Mayor Karsjen opened the Public Hearing on the proposed West Bridge Road Water Main Loop Project Improvements at $6: 01 \mathrm{pm}$. City Clerk Coffin said that the notice was published September 2, 2022, and no comments had been received for or against the proposed project. City Engineering Representative, Travis Thornburgh provided a report. No one was present to be heard for or against the proposed project.
MOTION: A motion was made by Anderson and seconded by Vogel to close the public hearing at 6:08 pm. MOTION CARRIED UNANIMOUSLY
i. MOTION: A motion was made by Vogel and seconded by Sarchet to approve Resolution 2022-107 adopting plans, specifications, form of contract, and opinion of probable construction cost MOTION CARRIED UNANIMOUSLY
ii. MOTION: A motion was made by Walters and seconded by Vogel to approve Resolution 2022-108 making award of construction contract with Elder Corporation in the amount of \$79,200 MOTION CARRIED UNANIMOUSLY
b.
5. Public Comments | None
6. Consent Items |
a. City Council Meeting Minutes for August 22, 2022
b. Claims listing September 12, 2022
c. Approve City Manager Employment Agreement Addendum
d. City Hall closed September 28, 2022 through September 30, 2022 for Iowa League of Cities Conference
e. Receive and file the August 2022 Parks \& Recreation Director Report
f. Add AEMT/Firefighter to the Fire Department Pay Scale and set TJ Schaffer, AEMT/Firefighter pay at $\$ 18.50$ an hour
g. Authorize the Fire Department to sell the 20' enclosed trailer on GovDeals for auction
h. Acknowledge revision of the Fire Department Policies and Procedures
i. Special Event Permit for Fall Fest October $1^{\text {st }} 3 p-7$ p including street closures from 12p-10p on W. Van Dorn between S $3^{\text {rd }}$ and S $2^{\text {nd }}$ and a portion of $2^{\text {nd }}$ Street between W Van Dorn and W Broadway St.
j. Receive and file Library Board Meeting Minutes for August 1, 2022
k. Receive and file August 2022 Library Director Report

1. Acknowledge Library Alternating Operating Hours for September 2022
m. Acknowledge Library Resolution 2022-09L authorizing the Library Director to proceed with replacing locks on the Polk City Community Library Doors in accordance with the Budget
n. Acknowledge Library Resolution 2022-10L authorizing purchase from a special revenue fund, expendable trust account for the creation of a library app from myLIBRRO to be used by patrons
o. Resolution 2022-109 approving Pay Application No. 6 for the N. $3^{\text {rd }}$ Street \& Vista Lake Avenue Intersection Improvements in the amount of \$420,570.23
p. Authorize the Public Works Department to sell the 2012 F-350 Super Duty Pick-up Truck (Unit \#212)
q. Release of Amended and Substituted Development Agreement with R.T. \& T. LLC

MOTION: A motion was made by Vogel and seconded by Dvorak to approve the consent agenda items
MOTION CARRIED UNANIMOUSLY
7. Business Items
a. FEH Architecture Design Proposals
i. MOTION: A motion was made by Walters and seconded by Dvorak to approve Architecture Design Services Proposal for Fire Station Remodel in the amount of \$99,237
MOTION CARRIED UNANIMOUSLY
ii. MOTION: A motion was made by Vogel and seconded by Sarchet to approve Architecture Design Services Proposal for City Hall/Community Center Project in the amount of \$362,149
YES: Sarchet, Dvorak, Anderson, Vogel
ABSTAIN: Walters
MOTION CARRIED
b. MOTION: A motion was made by Anderson and seconded by Vogel to approve the Third Reading of Ordinance 20222100 Amending chapter 101, Regulation of Industrial Wastewater, Commercial Wastewater, and Hauled Waste MOTION CARRIED UNANIMOUSLY
c. MOTION: A motion was made by Vogel and seconded by Walters to approve Third Reading of Ordinance 2022-1900 approving rezoning petition for 5810 NW $118^{\text {th }}$ Avenue and 1000 E Northside Drive, of 95.2 acres from A-1 to R-1 MOTION CARRIED UNANIMOUSLY
d. MOTION: A motion was made by Anderson and seconded by Vogel to approve Snyder \& Associates July 2022 Engineering Services Invoice in the amount of \$21,687
YES: Vogel, Sarchet, Dvorak, Anderson
ABSTAIN: Walters
MOTION CARRIED
8. Reports \& Particulars | Mayor, Council, City Manager, Staff, Boards, and/or Commissions

- City Manager Huisman notified Mayor and Council the Citizen Academy would be postponed until Spring of 2023 due to the lack of enough applications to make a full class.
- Council Member Sarchet welcomed the new Fire Department member. He said he was proud of the Library Board and Library staff for the work done during and after Covid to keep the Polk City Library thriving.
- Council Member Dvorak congratulated Officer Lamfers on his retirement and thanked him for 20 years of amazing service. He said he is impressed by the continued working of the K9 helping get drugs off the streets of Polk City. He told Chief Hogrefe he is glad to see the paramedic coverage getting better.
- Mayor Karsjen invited everyone out to the Fall Fest scheduled on October $1^{\text {st }}$ with a bike ridge from noon to 3pm followed by activities on the square $3 \mathrm{p}-7 \mathrm{p}$.

9. Adjournment

MOTION: A motion was made by Dvorak and seconded by Walters to adjourn at 6:18 p.m.
MOTION CARRIED UNANIMOUSLY
Next Meeting Date -September 26, 2022

Steve Karsjen, Mayor
Attest

Jenny Coffin, City Clerk

# MEETING MINUTES <br> The City of Polk City <br> Work Session <br> 5:00 p.m., Monday, September 12, 2022 <br> City Hall Council Chambers 

A Council Work Session was held on September 12, 2022 at 5:00 p.m. at the City Hall Council Chambers in Polk City, Iowa.

| Mavor and City Council Members Present: | Staff Members Present: |
| :---: | :--- |
| Steve Karsjen \| Mayor | Chelsea Huisman \| City Manager |
| Ron Anderson \| Pro Tem | Jenny Coffin \| City Clerk/Treasurer |
| Jeff Walters \| City Council Member | Mike Schulte \| Public Works Director |
| David Dvorak \| City Council Member | Jeremy Siepker \| Police Chief |
| Mandy Vogel \| City Council Member | Jamie Noack \| Library Director |
| Robert Sarchet \| City Council Member | Jason Thraen \| Parks and Recreation Director |
|  | Karla Hogrefe \| Fire Chief |

## Minutes

Cory Sharp with FEH Designs presented an in-depth review of the proposed schematic designs for the Fire Station remodel and the City Hall/Community Center Project. Council consulted with Staff to confirm the designs would meet the immediate and future needs of the departments. Sharp reviewed the proposed schedule of design phases and construction estimates.

Motion was made by Sarchet to Adjourn at 5:55 p.m.
Motion carried Unanimously.

Steve Karsjen, Mayor

Jenny Coffin, City Clerk

MEETING MINUTES<br>The City of Polk City<br>Planning and Zoning Commission<br>6:00 p.m., Monday, September 19, 2022

Polk City, Planning and Zoning Commission (P\&Z) held a meeting at 6:00 p.m., on September 19, 2022, in City Hall Council Chambers. The agenda was posted at the City Hall office as required by law.
These tentative minutes reflect all action taken at the meeting.

1. Call to Order | Sires called the meeting to order at $6: 00$ p.m.
2. Roll Call | Bowersox, Triplett, Sires, Ohlfest, Pringnitz (via Zoom), Vogel| In attendance Hankins | Absent

## 3. Approval of Agenda

MOTION: A motion was made by Bowersox and seconded by Triplett to approve the agenda.
MOTION CARRIED UNANIMOUSLY

## 4. Public Comments $\mid$ None

5. Approval of Meeting Minutes

MOTION: A motion was made by Ohlfest and seconded by Bowersox to approve P\&Z Commission Meeting Minutes for August 15, 2022

## MOTION CARRIED UNANIMOUSLY

6. Rezoning Petition for Holly Woods

MOTION: A motion was made by Ohlfest and seconded by Vogel to recommend Council approve the Rezoning Petition for Holly Woods.
MOTION CARRIED UNANIMOUSLY
7. Preliminary Plat for Antler Ridge

MOTION: A motion was made by Ohlfest and seconded by Vogel to recommend Council approve the Preliminary Plat for Antler Ridge subject to Staff and Engineering Comments dated 9/5/2022.
YES: Vogel, Bowersox, Sires, Ohlfest, Pringnitz
NO: Triplett
MOTION CARRIED
8. Reports \& Particulars

Ohlfest asked for update regarding project at Bridge and Parker.
Sires asked for update on Hy-Vee project
9. Adjournment

MOTION: A motion was made by Triplett and seconded by Bowersox to adjourn at 6:28 p.m.
MOTION CARRIED UNANIMOUSLY
Next Meeting Date - Monday, October 17, 2022

Attest:

[^0]| CLAIMS REPORT |  |  |  |
| :---: | :---: | :---: | :---: |
| CITY OF POLK CITY | DATED |  | 9/26/2022 |
| VENDOR | REFERENCE |  | AMOUNT |
| 4IMPRINT | GOLF BALL STRESS BALL | \$ | 262.59 |
| 911 CUSTOM | VEST AND CARRIER | \$ | 1,090.00 |
| AMAZON BUSINESS | CRAFT SUPPLIES | \$ | 237.59 |
| ARBORCARE BY KLUVER | EAB TREATMENT/SPORTS COMPLEX | \$ | 2,600.00 |
| ARDICK EQUIPMENT CO. | STREET SIGNS | \$ | 532.25 |
| AVESIS | CITY VISION INSURANCE | \$ | 299.76 |
| Barco Products Company | LOST LAKE PARK/DUGOUT BENCHES | \$ | 3,755.96 |
| BOMGAARS | BOOTS | \$ | 114.99 |
| Bound Tree Medical | MEDICAL SUPPLIES | \$ | 521.13 |
| BUSINESS PUBLICATIONS CORP | PUBLICATIONS | \$ | 274.36 |
| CATCH DES MOINES | APR-JUN 2022 HOTEL/MOTEL TAX | \$ | 2,016.18 |
| CHELSEA HUISMAN | ICMA CONFERENCE EXPENSES | \$ | 140.43 |
| CITY LAUNDERING | FLOOR MAT SERVICE | \$ | 167.32 |
| CITY OF POLK CITY | UB ASSISTANCE SEP2022 | \$ | 125.00 |
| Crystal Clear Water Co | PURCHASED WATER | \$ | 46.25 |
| RLC ENTERPRISES | PEST MANAGEMENT | \$ | 194.00 |
| Delta Dental | CITY DENTAL INSURANCE | \$ | 1,290.08 |
| EAGLE ENGRAVING, INC | PASSPORT TAGS/ACCOUNTABLILITY | \$ | 107.40 |
| ELECTRONIC ENGINEERING CO. | ALARM MONITORING | \$ | 70.00 |
| ETECH SOLUTIONS LLC | OFFICE 365-SHARED INVOICE | \$ | 429.00 |
| FAREWAY | FIRE CHIEFS ASSOC MEETING | \$ | 93.62 |
| Ferguson Waterworks | 1' WATER METERS - PRE ORDERED | \$ | 36,119.10 |
| GALL'S INC. | CLASS A - BLAHA | \$ | 45.76 |
| GENE GRANDSTAFF | CONCRETE WORK | \$ | 1,570.00 |
| GET SOME GUNS LLC | UNIFORMS/EQUIPMENT - WHIPPLE | \$ | 1,576.03 |
| HAWKINS INC | METER PUMP AND SUPPLIES | \$ | 2,761.71 |
| Interstate Batteries | BATTERIES FOR WARNING SIGN | \$ | 1,217.70 |
| Iowa Prison Industries | BUSINESS CARDS/PARKING TICKETS | \$ | 882.00 |
| JENNY COFFIN | GCMOA BOARD MEETING MILEAGE | \$ | 30.63 |
| KANSAS CITY LIFE INS. CO | CITY LIFE INSURANCE | \$ | 1,250.88 |
| KIMBALL MIDWEST | SUPPLIES | \$ | 493.21 |
| LINDE GAS \& EQUIPMENT INC | OXYGEN | \$ | 398.36 |
| LOGAN CONTRACTORS SUPPLY | POTHOLE MIX | \$ | 728.00 |
| MALLORY SAFETY \& SUPPLY LLC | GLOCK HOLSTER | \$ | 173.99 |
| MCCLURE ENGINEERING COMPANY | ENGINEERING REPORT/WATER TOWER | \$ | 6,623.00 |
| METRO WASTE AUTHORITY | \$1 EXTRA TRASH STICKERS | \$ | 50.00 |
| MICROBAC LABORATORIES INC | LAB TESTS | \$ | 349.75 |
| MIDAMERICAN ENERGY | ELECTRIC CHARGES | \$ | 12,520.78 |
| MIDLAND POWER CO-OP | STREET LIGHTING | \$ | 963.04 |
| OVERDRIVE INC | DIGITAL BOOKS | \$ | 422.51 |
| POLK CITY KIWANIS CLUB | MEMBERSHIP DUES 2022/23 | \$ | 240.00 |
| RACOM | RADIO REPAIR | \$ | 231.25 |
| Sandry Fire Supply L.L.C. | HOSE PARTS FOR REPAIR | \$ | 46.22 |


| SECURITY EQUIPMENT, INC | DEPOSIT FOR DOOR PROJECT | \$ | 5,118.00 |
| :---: | :---: | :---: | :---: |
| SEILER INSTRUMENT INC | GPS EQUIPMENT | \$ | 45.61 |
| Smith's Sewer Service | SHELTER HOUSE SEWER REPAIR | \$ | 220.00 |
| STEVE KARSJEN | MILEAGE REIMBURSEMENT | \$ | 24.94 |
| STRYKER SALES CORPORATION | MEDICAL SUPPLIES | \$ | 28.90 |
| UNITED HEALTHCARE | HEALTH INSURANCE | \$ | 34,227.89 |
| VERIZON WIRELESS | PHONE AND DATA PLAN | \$ | 369.50 |
| Accounts Payable Total |  | \$ | 123,096.67 |
| GENERAL |  | \$ | 54,105.35 |
| ROAD USE |  | \$ | 4,540.72 |
| L.M.I |  | \$ | 125.00 |
| CAPITAL WATER PROJECT |  | \$ | 6,623.00 |
| WATER |  | \$ | 13,703.58 |
| SEWER |  | \$ | 43,949.02 |
| SOLID WASTE/RECYCLING |  | \$ | 50.00 |
| TOTAL FUNDS |  | \$ | 123,096.67 |

# Monthly Finance Report August 2022 <br> Prepared By: 

Jenny Coffin<br>City Clerk/Treasurer

| $\text { CLRPTGRP } \begin{gathered} 9 / 13 / 22 \\ 2: 45 \end{gathered}$ | CITY OF POLK CITY TREASURER'S REPORT |  |  | $\begin{aligned} & \text { Page } 1 \\ & \text { OPER: JEC } \end{aligned}$ |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  | CALENDAR 8/2 | 22, FISCAL 2 |  |  |  |
|  | LAST REPORT |  |  | CHANGE IN | ENDING |
|  | END BALANCE | RECEIVED | DISBURSED | LIABILILTY | BALANCE |
| 001 CENERAL | 3,484,766.62 | 125,380.79 | 356,019.84 | 112.36- | 3,254,015.21 |
| 110 ROAD USE | 330,532.15 | 56,552.61 | 49,179.09 | 7.73- | 337,897.94 |
| 111 I-JOBS | . 00 | . 00 | . 00 | . 00 | . 00 |
| 121 LOCAL OPTION SALES TAX | 1,206,175.59 | 76,920.48 | . 00 | . 00 | 1,283,096.07 |
| 125 TIF | 303,730.41 | 22,525.90 | . 00 | . 00 | 326,256.31 |
| 135 L.M.I | 1,170,466.77 | . 00 | 1,298.13 | . 00 | 1,169,168.64 |
| 167 PC COMM. LIB TRUST | 14,124.34 | 165.00 | . 00 | . 00 | 14,289.34 |
| 177 ASSET FORFEITURE | 1,685.81 | . 00 | . 00 | . 00 | 1,685.81 |
| 200 DEBT SERVICE | 13,286.99- | . 00 | 1,200.00 | . 00 | 14,486.99- |
| 301 CAPITAL IMPROVEMENTS | 6,575,606.72 | . 00 | 211,911.03 | . 00 | 6,363,695.69 |
| 302 CAPITAL WATER PROJECT | 241,075.94 | 370,891.66 | . 00 | . 00 | 611,967.60 |
| CAPITAL EQUIPMENT/VEHIC | 146,574.62 | . 00 | 35,028.84 | . 00 | 111,545.78 |
| FOUR SEASONS PUB IMPROV | 18,000.00 | . 00 | . 00 | . 00 | 18,000.00 |
| 600 WATER | 1,576,083.92 | 227,360.45 | 133,989.77 | 70.87- | 1,669,383.73 |
| 610 SEWER | 1,437,745.25 | 173,489.71 | 93,385.15 | 70.89- | 1,517,778.92 |
| 670 SOLID WASTE/RECYCLING | 24,668.19 | 31,563.59 | 7,990.06 | . 00 | 48,241.72 |
| 740 STORM WATER UTILITY | 106,293.11 | 7,789.61 | 1,300.00 | . 00 | 112,782.72 |
| 920 ESCROW | . 00 | . 00 | . 00 | . 00 | . 00 |
| Report Total | 16,624,242.45 | 1,092,639.80 | 891,301.91 | 261.85- | 16,825,318.49 |


| $\text { CLRPTGRP } \begin{gathered} 9 / 13 / 22 \\ 2: 45 \end{gathered}$ | CITY OF POLK CITY TREASURER'S REPORT |  |  | $\begin{aligned} & \text { Page } 1 \\ & \text { OPER: JEC } \end{aligned}$ |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  | CALENDAR 8/2 | 22, FISCAL 2 |  |  |  |
|  | LAST REPORT |  |  | CHANGE IN | ENDING |
|  | END BALANCE | RECEIVED | DISBURSED | LIABILILTY | BALANCE |
| 001 CENERAL | 3,484,766.62 | 125,380.79 | 356,019.84 | 112.36- | 3,254,015.21 |
| 110 ROAD USE | 330,532.15 | 56,552.61 | 49,179.09 | 7.73- | 337,897.94 |
| 111 I-JOBS | . 00 | . 00 | . 00 | . 00 | . 00 |
| 121 LOCAL OPTION SALES TAX | 1,206,175.59 | 76,920.48 | . 00 | . 00 | 1,283,096.07 |
| 125 TIF | 303,730.41 | 22,525.90 | . 00 | . 00 | 326,256.31 |
| 135 L.M.I | 1,170,466.77 | . 00 | 1,298.13 | . 00 | 1,169,168.64 |
| 167 PC COMM. LIB TRUST | 14,124.34 | 165.00 | . 00 | . 00 | 14,289.34 |
| 177 ASSET FORFEITURE | 1,685.81 | . 00 | . 00 | . 00 | 1,685.81 |
| 200 DEBT SERVICE | 13,286.99- | . 00 | 1,200.00 | . 00 | 14,486.99- |
| 301 CAPITAL IMPROVEMENTS | 6,575,606.72 | . 00 | 211,911.03 | . 00 | 6,363,695.69 |
| 302 CAPITAL WATER PROJECT | 241,075.94 | 370,891.66 | . 00 | . 00 | 611,967.60 |
| CAPITAL EQUIPMENT/VEHIC | 146,574.62 | . 00 | 35,028.84 | . 00 | 111,545.78 |
| FOUR SEASONS PUB IMPROV | 18,000.00 | . 00 | . 00 | . 00 | 18,000.00 |
| 600 WATER | 1,576,083.92 | 227,360.45 | 133,989.77 | 70.87- | 1,669,383.73 |
| 610 SEWER | 1,437,745.25 | 173,489.71 | 93,385.15 | 70.89- | 1,517,778.92 |
| 670 SOLID WASTE/RECYCLING | 24,668.19 | 31,563.59 | 7,990.06 | . 00 | 48,241.72 |
| 740 STORM WATER UTILITY | 106,293.11 | 7,789.61 | 1,300.00 | . 00 | 112,782.72 |
| 920 ESCROW | . 00 | . 00 | . 00 | . 00 | . 00 |
| Report Total | 16,624,242.45 | 1,092,639.80 | 891,301.91 | 261.85- | 16,825,318.49 |


| $\text { CLRPTGRP } \begin{gathered} 9 / 13 / 22 \\ 2: 45 \end{gathered}$ | CITY OF POLK CITY TREASURER'S REPORT |  |  | $\begin{aligned} & \text { Page } 1 \\ & \text { OPER: JEC } \end{aligned}$ |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  | CALENDAR 8/2 | 22, FISCAL 2 |  |  |  |
|  | LAST REPORT |  |  | CHANGE IN | ENDING |
|  | END BALANCE | RECEIVED | DISBURSED | LIABILILTY | BALANCE |
| 001 CENERAL | 3,484,766.62 | 125,380.79 | 356,019.84 | 112.36- | 3,254,015.21 |
| 110 ROAD USE | 330,532.15 | 56,552.61 | 49,179.09 | 7.73- | 337,897.94 |
| 111 I-JOBS | . 00 | . 00 | . 00 | . 00 | . 00 |
| 121 LOCAL OPTION SALES TAX | 1,206,175.59 | 76,920.48 | . 00 | . 00 | 1,283,096.07 |
| 125 TIF | 303,730.41 | 22,525.90 | . 00 | . 00 | 326,256.31 |
| 135 L.M.I | 1,170,466.77 | . 00 | 1,298.13 | . 00 | 1,169,168.64 |
| 167 PC COMM. LIB TRUST | 14,124.34 | 165.00 | . 00 | . 00 | 14,289.34 |
| 177 ASSET FORFEITURE | 1,685.81 | . 00 | . 00 | . 00 | 1,685.81 |
| 200 DEBT SERVICE | 13,286.99- | . 00 | 1,200.00 | . 00 | 14,486.99- |
| 301 CAPITAL IMPROVEMENTS | 6,575,606.72 | . 00 | 211,911.03 | . 00 | 6,363,695.69 |
| 302 CAPITAL WATER PROJECT | 241,075.94 | 370,891.66 | . 00 | . 00 | 611,967.60 |
| CAPITAL EQUIPMENT/VEHIC | 146,574.62 | . 00 | 35,028.84 | . 00 | 111,545.78 |
| FOUR SEASONS PUB IMPROV | 18,000.00 | . 00 | . 00 | . 00 | 18,000.00 |
| 600 WATER | 1,576,083.92 | 227,360.45 | 133,989.77 | 70.87- | 1,669,383.73 |
| 610 SEWER | 1,437,745.25 | 173,489.71 | 93,385.15 | 70.89- | 1,517,778.92 |
| 670 SOLID WASTE/RECYCLING | 24,668.19 | 31,563.59 | 7,990.06 | . 00 | 48,241.72 |
| 740 STORM WATER UTILITY | 106,293.11 | 7,789.61 | 1,300.00 | . 00 | 112,782.72 |
| 920 ESCROW | . 00 | . 00 | . 00 | . 00 | . 00 |
| Report Total | 16,624,242.45 | 1,092,639.80 | 891,301.91 | 261.85- | 16,825,318.49 |


| BANK NAME | JULY | AUCUST | AUGUST | AUCUST | OUTSTANDING | AUG BANK |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- |
| FUND GL NAME | CASH BALANCE | RECEIPTS | DISBURSMENTS | CASH BALANCE | TRANSACTIONS | BALANCE |

Grinnell State Bank BK\#


3/2023 Transaction cleared on statement was entered in a future period.
197.59

8/31/2022 Calculated Statement Balance
11,730,836.97

LUANA SAV. BK MM BK\#2


GRINNELL STATE BK- C.D. BK\#3

| GRINNELL STATE BK- C.D. BK\#3 GRINNELL STATE BANK CD | 0.00 | 0.00 | 0.00 | 0.00 |  | 1,084,567.26 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 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 NaME | JULY | AUCUST | AUCUST | AUCUST | OUTSTANDING | AUC BANK |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| FUND GL NAME | CASH BALANCE | RECEIPTS | DISBURSMENTS | CASH BALANCE | TRANSACTIONS | BALANCE |

BANK CRINNELL STATE BK-MM BK\#4


LUANA SAVINCS BANK CD BK\#6
BANK LUANA SAVINCS BANK CD BK\#6
001 LUANA BANK C.D.-1.85\% $\quad 0.00 \quad 0.00 \quad 0.00 \quad 0.00$

| LUANA SAVINCS BANK CD TOTALS | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- |



| ACCOUNT NUMBER | ACCOUNT TITLE | PCT OF FISCAL YTD 16.6\% |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | TOTAL BUDCET | MTD BALANCE | YTD BALANCE | PERCENT EXPENDED | UNEXPENDED |
|  | POLICE TOTAL | 1,123,926.00 | 94,561.08 | 230,452.58 | 20.50 | 893,473.42 |
|  | CIVIL DEFENSE TOTAL | 31,500.00 | 115.19 | 1,257.08 | 3.99 | 30,242.92 |
|  | FIRE TOTAL | 873,450.00 | 75,894.43 | 175,749.04 | 20.12 | 697,700.96 |
|  | BUILDING/HOUSING TOTAL | 548,500.00 | 55,418.72 | 116,883.72 | 21.31 | 431,616.28 |
|  | DOG CONTROL TOTAL | 5,100.00 | 125.00 | 2,874.00 | 56.35 | 2,226.00 |
|  | PUBLIC SAFETY TOTAL | 2,582,476.00 | 226,114.42 | 527,216.42 | 20.42 | 2,055,259.58 |
|  | ROAD USE TOTAL | 692,318.00 | 59,305.00 | 119,172.86 | 17.21 | 573,145.14 |
|  | STREET LICHTING TOTAL | 60,000.00 | 5,029.62 | 10,072.62 | 16.79 | 49,927.38 |
|  | PUBLIC WORKS TOTAL | 752,318.00 | 64,334.62 | 129,245.48 | 17.18 | 623,072.52 |
|  | 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 | 30,873.67 | 75,115.83 | 17.98 | 342,644.17 |
|  | PARKS TOTAL | 377,395.00 | 51,746.43 | 111,908.59 | 29.65 | 265,486.41 |
|  | COMMUNITY CENTER TOTAL | 15,600.00 | 213.75 | 2,548.23 | 16.33 | 13,051.77 |
|  | CULTURE \& RECREATION TOTAL | 810,755.00 | 82,833.85 | 189,572.65 | 23.38 | 621,182.35 |
|  | TIF/ECON DEV TOTAL | 416,009.00 | 1,298.13 | 1,548.13 | . 37 | 414,460.87 |
|  | COMMUNITY \& ECONOMIC DEV TOTA | 416,009.00 | 1,298.13 | 1,548.13 | .37 | 414,460.87 |
|  | MAYOR COUNCIL TOTAL | 97,038.00 | 13,940.13 | 22,108.43 | 22.78 | 74,929.57 |
|  | POLICY ADMINISTRATION TOTAL | 156,247.00 | 6,926.22 | 25,723.81 | 16.46 | $130,523.19$ |
|  |  | 60,500.00 | 3,585.00 | 9,225.00 | 15.25 | $51,275.00$ |
|  | CITY HALL TOTAL | $78,600.00$ | $3,464.69$ | 67,831.62 | 86.30 | $10,768.38$ |
|  | OTHER CITY COVERNMENT TOTAL | 157,800.00 | 4,000.00 | 6,975.00 | 4.42 | 150,825.00 |
|  | GENERAL GOVERNMENT TOTAL | 550,185.00 | 31,916.04 | 131,863.86 | 23.97 | 418,321.14 |
|  | DEBT SERVICE TOTAL | 932,930.00 | 1,200.00 | 1,500.00 | . 16 | 931,430.00 |
|  | DEBT SERVICE TOTAL | 932,930.00 | 1,200.00 | 1,500.00 | .16 | 931,430.00 |
|  | POLICE TOTAL | 75,750.00 | 1,588.04 | 62,386.34 | 82.36 | 13,363.66 |
|  | FIRE TOTAL | 135,000.00 | . 00 | . 00 | . 00 | 135,000.00 |
|  | OTHER PUBLIC WORKS TOTAL | 345,000.00 | 33,440.80 | 33,440.80 | 9.69 | 311,559.20 |
|  | CAPITAL IMPROVEMENT TOTAL | 3,871,000.00 | 211,911.03 | 247,832.79 | 6.40 | 3,623,167.21 |



REVENUE REPORT
Page
CALENDAR 8/2022, FISCAL 2/2023
PCT OF FISCAL YTD 16.6\%

| ACCOUNT NUMBER | ACCOUNT TITLE | BUDCET | MTD BALANCE | YTD BALANCE | $\begin{aligned} & \text { PERCENT } \\ & \text { RECVD } \end{aligned}$ | UNCOLLECTED |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | GENERAL TOTAL | 4,192,028.00 | 125,380.79 | 231,155.91 | 5.51 | 3,960,872.09 |
|  | ROAD USE TOTAL | 700,000.00 | 56,552.61 | 115,206.75 | 16.46 | 584,793.25 |
|  | LOCAL OPTION SALES TAX TOTAL | 940,000.00 | 76,920.48 | 159,242.30 | 16.94 | 780,757.70 |
|  | TIF TOTAL | 534,-------- | 22,525.90 | 22,657.55 | 4.24 | 511,751.45 |
|  | L.M.I TOTAL | 118,400.00 | . 00 | . 00 | . 00 | 118,400.00 |
|  | PC COMM. LIB TRUST TOTAL | . 00 | 165.00 | 165.00 | . 00 | 165.00 |
|  | DEBT SERVICE TOTAL | 932,930.00 | . 00 | 708.71 | . 08 | 932,221.29 |

DEBT SERVICE TOTAL

CAPITAL IMPROVEMENTS TOTAL

CAPITAL WATER PROJECT TOTAL

CAPITAL EQUIPMENT/VEHICLE TOTA

WATER TOTAL

SEWER TOTAL

SOLID WASTE/RECYCLING TOTAL
401,000.00
31,563.59
$61,819.02 \quad 15.42$
339,180.98
$\qquad$
$\qquad$

| ACCOUNT NUMBER | ACCOUNT TITLE | MTD BALANCE | YTD BALANCE |
| :---: | :---: | :---: | :---: |
| 001-000-1110 | CHECKING - General | 236,699.38- | 860,019.73- |
| 001-000-1725 | ACCUM.DEPR. - LIBRARY BLDC | . 00 | . 00 |
| 001-000-1745 | ACCUM.DEPR. - PWD EQuiPMENT | . 00 | . 00 |
| 001-000-1755 | ACCUM.DEPR. - POLICE | . 00 | . 00 |
| 001-000-1756 | ACCUM.DEPR. - FIRE DEPT. | . 00 | . 00 |
| 001-000-1805 | ACCUM.DEPR. - SIDEWALKS | . 00 | . 00 |
| 001-000-1806 | ACCUM.DEPR.- PARKER BLVD | . 00 | . 00 |
| 110-000-1110 | CHECKING - ROAD USE | 7,365.79 | 337,897.94 |
| 111-000-1110 | CHECKING - I-JOBS | . 00 | . 00 |
| 121-000-1110 | CHECKING - LOCAL OPTION | 76,920.48 | 1,283,096.07 |
| 125-000-1110 | CHECKING - TIF | 22,525.90 | 326,256.31 |
| 135-000-1110 | CHECKING - L.M.I. | 1,298.13- | 450,125.78 |
| 167-000-1110 | CHECKING - PC COMM. LIB TRUST | 165.00 | 14,289.34 |
| 177-000-1110 | CHECKING - FORFEITURE | . 00 | 1,685.81 |
| 200-000-1110 | CHECKING - DEBT SERVICE | 1,200.00- | 14,486.99- |
| 301-000-1110 | CHECKING - CAPITAL PROJECT | 211,911.03- | 6,363,695.69 |
| 302-000-1110 | CHECKING - CAPITAL WATER PROJ | 370,891.66 | 611,967.60 |
| 303-000-1110 | CHECKING - CAP EQUIP/VEHICLE | 35,028.84- | 111,545.78 |
| 304-000-1110 | CHECKING | . 00 | 18,000.00 |
| 600-000-1110 | CHECKING - WATER UTILITY | 93,299.81 | 1,669,382.73 |
| 600-000-1805 | ACCUM. DEPR. - WATER | . 00 | . 00 |
| 610-000-1110 | CHECKING - SEWER UTILITY | 80,033.67 | 1,517,777.92 |
| 610-000-1805 | ACCUM. DEPR. - SEWER | . 00 | . 00 |
| 670-000-1110 | CHECKING-SOLID WASTE/RECYCLING | 23,573.53 | 48,241.72 |
| 740-000-1110 | CHECKING | 6,489.61 | 112,782.72 |
| 920-000-1110 | CHECKING - ESCROW BANK ACCOUNT | . 00 | . 00 |
|  | CHECKING TOTAL | 195,128.07 | 11,992,238.69 |
| 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 |


| 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 | CENERAL 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 |
|  | SAVINCS TOTAL | . 00 | . 00 |
| 600-000-1152 | WATER TRUST INVESTMT. | . 00 | . 00 |
|  | WATER TRUST INVESTMENT TOTAL | . 00 | . 00 |
| 001-000-1160 | SUPER MONEY MKT II | 692.45 | 1,548,302.70 |
| 110-000-1160 | SAVINCS | . 00 | . 00 |
| 125-000-1160 | SAVINGS | . 00 | . 00 |
|  | SUPER MONEY MKT II TOTAL | 692.45 | 1,548,302.70 |
| $\begin{aligned} & 001-000-1161 \\ & 610-000-1161 \end{aligned}$ | GRINNELL STATE BANK CD | . 00 | . 00 |
|  | Polk County Bank CD | . 00 | . 00 |
|  | GRINNELL STATE BANK CD TOTAL | . 00 | . 00 |


| 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 | 5,255.52 | 2,565,296.24 |
| 135-000-1163 | Luana Money Market Account | . 00 | 719,041.86 |
| 600-000-1163 | Luana Momey Market Account | . 00 | . 00 |
| 610-000-1163 | Luana Money Market Account | . 00 | . 00 |
|  | LUANA MONEY MARKET TOTAL | 5,255.52 | 3,284,338.10 |
| 600-000-1220 | ACCOUNTS RECEIVABLE | . 00 | . 00 |
| 610-000-1220 | ACCOUNTS RECEIVABLE | . 00 | . 00 |
|  | TOTAL | . 00 | . 00 |
|  | TOTAL CASH | 201, $0=====0$ |  |

Bureau of Local Systems

Expenses

|  | General Fund Streets (001) | Road <br> Use <br> (110) | Other <br> Special Revenues | Debt Service (200) | Capitial Projects (300) | $\begin{aligned} & \text { Utilities } \\ & (600 \& \text { U0) } \end{aligned}$ | Grand Total |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Salaries - Roads/Streets | \$50,725 | \$152,175 |  |  |  |  | \$202,900 |
| Benefits - Roads/Streets | \$20,243 | \$52,823 |  |  |  |  | \$73,066 |
| Training \& Dues | \$42 | \$2,980 |  |  |  |  | \$3,022 |
| Building \& Grounds Maint. \& Repair |  | \$3,276 |  |  |  |  | \$3,276 |
| Road Beautification | \$23,138 |  |  |  |  |  | \$23,138 |
| Vehicle \& Office Equip Operation and Repair |  | \$25,883 |  |  |  |  | \$25,883 |
| Operational Equipment Repair |  | \$22,660 |  |  |  |  | \$22,660 |
| Engineering | \$3,013 |  |  |  |  |  | \$3,013 |
| Insurance |  | \$4,030 |  |  |  |  | \$4,030 |
| Payments to othe agencies |  | \$673 |  |  |  |  | \$673 |
| Street Maintenance Expense |  | \$20,000 |  |  |  |  | \$20,000 |
| Chemicals |  | \$9,090 |  |  |  |  | \$9,090 |
| Minor Equipment Purchases |  | \$3,833 |  |  |  |  | \$3,833 |
| Office Supplies |  | \$511 |  |  |  |  | \$511 |
| Operating Supplies |  | \$597 |  |  |  |  | \$597 |
| Other Supplies |  | \$2,643 |  |  |  |  | \$2,643 |
| Office Equipment |  | \$491 |  |  |  |  | \$491 |

City Street Finance Report
Bureau of Local Systems

Ames, IA 50010

|  | General Fund Streets (001) | Road Use <br> (110) | Other Special Revenues | Debt Service (200) | Capitial Projects (300) | $\begin{aligned} & \text { Utilities } \\ & (600 \& \text { U0) } \end{aligned}$ | Grand Total |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Other Capital Equipment |  | \$475 |  |  |  |  | \$475 |
| Right-of-Way |  | \$60,915 |  |  |  |  | \$60,915 |
| Buildings |  | \$289 |  |  |  |  | \$289 |
| Street - Capacity Improvement |  | \$97,896 |  |  | \$19,102 |  | \$116,998 |
| Street - Preservation |  | \$19,792 |  |  | \$67,229 |  | \$87,021 |
| Street - Safety/ Environment |  |  |  |  | \$622,818 |  | \$622,818 |
| Principal Payment |  |  |  | \$197,993 |  |  | \$197,993 |
| Interest Payment |  |  |  | \$62,200 |  |  | \$62,200 |
| Bond Registration Fees |  |  |  | \$826 |  |  | \$826 |
| Transfer Out |  | \$105,564 |  |  |  |  | \$105,564 |
| Snow Removal |  | \$36,871 |  |  |  |  | \$36,871 |
| Depreciation \& Building Utilities |  | \$10,224 |  |  |  |  | \$10,224 |
| Total | \$97 | \$633,691 |  | \$261,019 | \$709,149 |  | \$1,701,020 |

City Street Finance Report
Bureau of Local Systems

## Revenue

|  | General Fund Streets (001) | Road Use <br> (110) | Other Special Revenues | Debt Service (200) | Capitial Projects (300) | $\begin{aligned} & \text { Utilities } \\ & \text { (600 \& U0) } \end{aligned}$ | Grand Total |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Levied on Property | \$91,210 |  | \$0 | \$261,019 |  |  | \$352,229 |
| State Revenues - Road Use Taxes |  | \$713,246 |  |  |  |  | \$713,246 |
| Charges/fees | \$5,951 |  |  |  |  | \$0 | \$5,951 |
| Proceeds from Debt |  |  |  |  | \$1,503,000 |  | \$1,503,000 |
| Transfer In |  |  |  |  | \$105,564 |  | \$105,564 |
| Total | \$97,161 | \$713,246 | \$0 | \$261,019 | \$1,608,564 | \$0 | \$2,679,990 |

City Street Finance Report
Bureau of Local Systems

## Bonds/Loans

| Bond/Loan <br> Description | Principal <br> Balance <br> As of $7 / 1$ | Total <br> Principal <br> Paid | Total <br> Interest <br> Paid |  | Principal <br> Roads |  |
| :--- | ---: | ---: | ---: | ---: | ---: | ---: |
| 2020 GO Bond | $\$ 1,572,500$ | $\$ 265,000$ | $\$ 31,800$ | Principal <br> Balance <br> As of $6 / 30$ |  |  |
| 2021 GO | $\$ 2,930,000$ | $\$ 0$ | $\$ 74,939$ | $\$ 197,993$ | $\$ 2,307,500$ |  |

CIOWADOT
Bureau of Local Systems
Ames, IA 50010
9/15/2022 4:01:54 PM

Equipment

| Description | Model Year | Usage Type | Cost | Purchased Status |
| :---: | :---: | :---: | :---: | :---: |
| John Deere zero turn mower | 2019 | Purchased | \$19,549 | No Change |
| John Deer Track Loader | 2019 | Purchased | \$66,323 | No Change |
| INTERNATIAONL HV507 SFA 4X2 | 2020 | Purchased | \$88,796 | No Change |
| Case 621E Payloader | 2009 | Purchased | \$60,000 | No Change |
| Ford Altec Bucket Truck | 2005 | Purchased | \$59,000 | No Change |
| Bobcat Power Angle Broom | 2011 | Purchased | \$3,466 | No Change |
| Bobcat Snowblower | 2010 | Purchased | \$4,959 | No Change |
| International Dumptruck | 2008 | Purchased | \$98,052 | No Change |
| Ford F350 4x4 utility box | 2008 | Purchased | \$20,646 | No Change |
| John Deere Mower | 2006 | Purchased | \$14,750 | Sold |
| John Deere Mower 1445 | 2019 | Purchased | \$12,549 | No Change |
| International Tandem Dump Truck 7400 6x4 | 2016 | Purchased | \$101,930 | No Change |
| Bobcat Landplane | 2013 | Purchased | \$3,000 | No Change |
| Progressive TD-65 Rotary Mower | 2005 | Purchased | \$9,240 | No Change |
| Bobcat Skidloader 750 | 2013 | Purchased | \$60,000 | No Change |
| Airman Air Compressor | 2007 | Purchased | \$11,752 | No Change |
| John Deere 3720 Tractor | 2007 | Purchased | \$17,900 | Sold |
| John Deere Skid Steer Track Loader | 2019 | Purchased | \$35,430 | Sold |
| Bobcat Auger | 2008 | Purchased | \$8,000 | Sold |
| Brush Mower \& Tiller | 2005 | Purchased | \$3,111 | Sold |
| Stanley Jack Hammer MB05 | 2019 | Purchased | \$5,000 | No Change |

己IONADOT
Bureau of Local Systems
City Street Finance Report
Fiscal Year 2022

Ames, IA 50010
9/15/2022 4:01:54 PM

| Description | Model Year | Usage Type | Cost | Purchased Status |
| :---: | :---: | :---: | :---: | :---: |
| Trash Pump Godwin | 2009 | Purchased | \$10,000 | Sold |
| Bobcat Grapple Bucket SPBC3 | 2013 | Purchased | \$4,500 | No Change |
| Cougar smart flow mosquito sprayer | 2021 | Purchased | \$12,623 | No Change |
| Ford F450 Flatbed Dump Truck | 2021 | Purchased | \$49,978 | No Change |
| John Deere Sweeper | 2019 | Purchased | \$6,040 | Sold |
| Ford F250 4x4 Crew Cab | 2017 | Purchased | \$26,302 | No Change |
| Ford F350 | 2018 | Purchased | \$23,873 | No Change |
| Ford F350 | 2015 | Purchased | \$30,191 | No Change |
| Ford F350 | 2019 | Purchased | \$24,396 | No Change |
| BOBCAT AUGER 15C | 2021 | Purchased | \$2,829 | New |
| Kubota UTV | 2010 | Purchased | \$5,000 | New |
| Tryct - 074 tiller | 2021 | Purchased | \$2,500 | New |
| John Deere 3046R Tractor | 2022 | Purchased | \$44,127 | New |
| Ford F350 4x4 | 2014 | Purchased | \$35,523 | New |
| Ford Edge | 2022 | Purchased | \$33,500 | New |
| Tymco Street Sweeper | 2017 | Purchased | \$125,000 | New |
| Bobcat Brush Mower | 2021 | Purchased | \$6,700 | New |
| MQ62TKT Trash Pump 6" | 2021 | Purchased | \$14,710 | New |
| JM-2512AV Jet Trailer | 2021 | Purchased | \$21,720 | New |

Bureau of Local Systems
City Street Finance Report

Ames, IA 50010

## Street Projects

| Project Description | Contract Price | Final Price | Contractor Name |
| :--- | :---: | :---: | :---: |
| N 3RD AND VISTA LAKE | $\$ 1,595,280$ |  | $\$ 1,635,425$ |
| INTERSECTION IMPROVEMENT |  |  |  |
| PROJECT |  |  |  |

## Summary

|  | General Fund Streets (001) | Road Use <br> (110) | Other Special Revenues | Debt Service (200) | Capitial <br> Projects <br> (300) | $\begin{aligned} & \text { Utilities } \\ & \text { (600 \& U0) } \end{aligned}$ | Grand Total |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Begining Balance | \$0 | \$239,020 | \$0 | \$0 | \$83,425 | \$0 | \$322,445 |
| SubTotal Expenses (-) | \$97,161 | \$528,127 |  | \$261,019 | \$709,149 |  | \$1,595,456 |
| Transfers Out (-) |  | \$105,564 |  |  |  |  | \$105,564 |
| Subtotal Revenues (+) | \$97,161 | \$713,246 | \$0 | \$261,019 | \$1,503,000 | \$0 | \$2,574,426 |
| Transfers In (+) |  |  |  |  | \$105,564 |  | \$105,564 |
| Ending Balance | \$0 | \$318,575 | \$0 | \$0 | \$982,840 | \$0 | \$1,301,415 |

Resolution Number:
Execution Date:
Signature:

## Polk City Police Department

309 W Van Dorn St. P.O.Box 381
Polk City, lowa 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: September 6th, 2022
Re: August 2022 Monthly Report

## Calls for Service

The total calls for service for the month of August were 408. This includes response to citizen complaints/reports, assists, selfinitiated activities such as traffic stops, building checks, suspicious persons, and case follow up. Among these calls for service Polk City Officers conducted 134 traffic stops.


## Cases Made

The Police Department had 41 total cases during the month of August. 37 of the cases were investigative incident reports, $\mathbf{3}$ were traffic collision investigations, and $\mathbf{1}$ for a Wanted Subject. There are $\mathbf{4}$ active investigations from this month. There was a 31\% rate of cases cleared by arrest, for investigative cases in July.


## Arrests Made

The Police Department made $\mathbf{3 1}$ arrests and issued $\mathbf{4 2}$ citations and 119 warnings. The arrests consisted of $\mathbf{7}$ arrests for drug offenses, 18 arrests for driving offenses, $\mathbf{2}$ arrests for Property Crimes, and $\mathbf{4}$ arrests for miscellaneous offenses.


## Notable Incidents

22-0200

On August $6^{\text {th }}$ at approximately 11:30 am, a Polk City Police Officer stopped a vehicle for a traffic violation. An investigation revealed that the driver, a 43-year-old Polk City resident, was in possession of 6 grams of methamphetamine and a methamphetamine smoking pipe. He was also found to be under the influence of methamphetamine.

The subject was charged with Possession of Methamphetamine w/ Intent to Deliver, Possession of Drug Paraphernalia and OWI-1 ${ }^{\text {st }}$ Offense. He was booked into the Polk County jail.

## 22-0224

On August $22^{\text {nd }}$ at about 7:30 pm, a Polk City Police Officer was dispatched to a mini motorcycle being driven in a residential neighborhood causing a disturbance. The vehicle and driver were found in the 700 block of W. Van Dorn Street and stopped. The driver, a 34-year-old Polk City resident, was found to be intoxicated. He was arrested and charged with OWI-3 ${ }^{\text {rd }}$ Offense and Driving While License Revoked.

## 22-0231

On August $30^{\text {th }}$ at about $12: 20 \mathrm{pm}$ a patrolling Polk City Police Officer stopped to check an abandoned vehicle in the 6000 block of NW Polk City Drive. An investigation revealed that the vehicle was reported stolen out of Des Moines. Further investigation showed that a suspect had walked away from the vehicle into a nearby residential area minutes before the officer stopped to check on the car. Officers searched the area and found an 18 year old Des Moines man who matched the description given by witnesses. He was arrested and charged with Theft-2 ${ }^{\text {nd }}$ Degree and Possession of Drug Paraphernalia. He was booked into the Polk County jail.

## In-Service Training

August monthly in-service training was focused on Officer Wellness. Financial, mental health, and physical health representatives presented to our department on how to best ensure the officer's individual needs are recognized and they are provided methods to help them navigate their professional life.

## Officer Training

Officer Delaney attended 24 hours of training as a Field Training Officer (FTO). Officer Delaney serves our department as an FTO, responsible for training newly hired officers on procedures, geography, tactics and techniques specific to the Polk City PD. The training taught Officer Delaney how to interact with various learning styles, how to evaluate a trainee, and handle unique situations involving police officers in training.

Officer Wilson attended 16 hours of training in Minnesota as an administrator of our evidence control program. Officer Wilson serves as the department's Evidence Custodian and is charge of maintaining inventory and control of all evidence taken in by our department. We utilize SAFE for our software and the training helped Officer Wilson better utilize the program to ensure our evidence control program is maintained at a high level. This training was free due to a grant being awarded to us 3 years ago, but we were unable to attend training due to COVID restrictions until now.

## Training Hours: 102

Lamfers 5
Aicher 20
Wilson 20
Delaney 30
Blaha-Polson 5
Sherman 7
Siepker 7
Aswegan 8

## Canine Program

Officer Aicher and K9 Eudoris conducted 16 hours of training together in August. This includes a combination of training at Canine Tactical in Chariton, lowa, and ongoing training throughout the month.


Officer Aicher and Eudoris were deployed 3 times in August. Two deployments were for narcotics detection in Polk City and one was for a narcotics detection to assist the Ankeny Police Department.


## Community Outreach



Polk City Police Officers routinely make time throughout their shifts to interact with our local youth. Lt. Aswegan, stopped and spoke with some youth at their lemonade stand during City Wide Garage Sale weekend.

## Code Enforcement

The Polk City Police
Department addressed 1 Municipal Code violations in August.

## Department Updates

Officer Ron Lamfers will be retiring in September after a 20-year career with the Polk City Police Department. Officer Lamfers served as a patrol officer on the night shift and day shift, as a Field Training Officer (FTO), Standardized Field Sobriety Tests (SFST) Instructor and Weapons Armorer. He was consistently a proactive officer who did a great job of identifying criminal behavior and ensuring those involved in that behavior were identified and
 apprehended. He did all of that while maintaining great working relationships with the community. His leadership, loyalty and dedication to this department and community will be missed. We wish him the best of luck as he moves onto the next chapter of his life.

Officer Caitlyn Whipple was
sworn in as the newest Polk City Police Officer on August $9^{\text {th }}$. She will be working as a patrol officer. Officer Whipple comes to our department from a seasonal Water Patrol position with the lowa DNR.


Officers Kevin Blaha-Polson and Caitlyn Whipple started the Iowa Law Enforcement Academy in August. They will attend the 14 -week academy and then transition into patrol where they will complete the department's Field Training \& Evaluation Program.

## Polk City Water Department

## Monthly Report

$\qquad$
Total Water Pumped 28,399,700Galions Monthly Daily Avg 916119 Gallons

## Testing Results

- SDWA Bacteriological Coliform Analysis Absm才University Hygienic Lab.

Fecal Coliform Analysis- Sample incubated $35 c$ for 48 hrs then examine for gas productión. Gas production verifies presence of fecal coliform organisms.

- Fiuoride Analysis_1.5 University Hygienic Lab. A fluoride concentration of approx. $1 \mathrm{mg} / \mathrm{l}$ in drinking water effectively reduces dental caries without harmful effects on health. MCL fo fluoride is $4.0 \mathrm{mg} /$.
Fluoride at Plant- Monthly Average. 93 mg/l Polk City Lab. Fluoride in System- Monthly Average. 81 mg/l Polk City Lab.
- Chiorine Free At Plant- Monthiy Average $1.00 \mathrm{mg} / \mathrm{l}$ Polk City Lab. Chlorine Total at plant- Monthly Average 2. $72 \mathrm{mg} / \mathrm{I}$ Polk City Lab. Chlorine Free in System- Monthly Average $.62 \mathrm{mg} / \mathrm{l}$ Polk City Lab. Chlorine Total in System- Monthly Average_. Q mg/l Polk City Lab. Chlorine requirement is the quantity of chlorine that must be added to H 2 O to achieve complete disinfection of pathogens and protozoa. Chiorine residuals will vary widely depending on organic loading. We also use chlorine to oxidize iron prior to filtration.
- Iron Raw Water- Monthly Average $4.38 \mathrm{mg} / 1$ Polk City Lab. Iron Finish Water- Monthly Average. $05 \mathrm{mg} / \mathrm{I}$ Polk City Lab. Iron System Water- Monthly Average. ot mg/l Polk City Lab. Iron occurs in rocks and minerals in the earth's crust. It's the $4^{\text {th }}$ most abundant element respectively. Iron has no effect on human health; its main objection is aesthetics. Concentrations of Iron in finish H 2 O should be between $0.03-0.06 \mathrm{mg} / \mathrm{l}$.
- Manganese Raw Water- Monthly Average 0,268mg/I Polk City Lab. Manganese Finish Water- Monthly Average $0.153 \mathrm{mg} / 1$ Polk City Lab. Manganese System Water- Monthly Average $0.04 / 8$ mg/I Polk City Lab. Manganese also occurs in rocks and the earth's crust. It is the $7^{\text {th }}$ most abundant element. Manganese is extremely difficult to remove. Concentrations of Manganese in finish H 2 O should not exceed $0.05 \mathrm{mg} / \mathrm{l}$ or black staining of plumbing fixtures may occur. No effect on human health.
- pH Raw Water Monthly Average $7.9 \mathrm{mg} / \mathrm{I}$ Polk City Lab. pH Finish Water-Monthly Average 7.9 mg/l Polk City Lab. pH System Water- Monthly Average_8.1 mg/l Polk City Lab. pH scale ranges from 0-14 with 7 being considered neutral. Below 7 becomes corrosive to plumbing, above 7 tends to deposit minerals in plumbing. We add caustic soda to maintain proper pH , which should range between $7.5-7.9$ in finish water.
$\qquad$ Total Hours to perform tests $\qquad$

City of Polk City, Iowa
City Council Agenda Communication

Date:<br>September 26, 2022<br>To: $\quad$ Mayor, City Council, and City Manager<br>From: Karla Hogrefe - Fire Chief<br>Subject: August 2022 Monthly Report

BACKGROUND: There were 71 calls for service the month of August, which was 6 calls down from July. We had paramedic coverage 20 nights out of 31 . Ten of those nights were covered by our Full Time FF/Paramedic Mike Doyon. We had Paramedic coverage three out of four Friday nights and one out of four Saturday nights. There were seven shifts that our two full time members picked up for overtime. If they wouldn't have picked those up, we would have been short, and Chief would have had to fill in. B-Shift remains short as it is our shift that does not have a full time FF/Paramedic. There was only 1 call that we did not have staffing for and that was a fire assignment outside of town.

Our full-time member, Riley Noggle got Nationally and State Paramedic certified this month and we are patiently waiting for some ALS calls to get her cleared to run independently as a Paramedic. Once this happens, we will have Paramedic coverage for 48 hours straight, leaving B-shift to be filled with Part Time Members and Chief.

POC Justin McKay and Full-Time member Riley Noggle are almost finished with their FF1 class with only having the Haz Mat Operations portion left. They should be firefighter certified by October.

Part Time member Brody Miller successfully passed his Firefighter $1 \& 2$ skills and testing and will be certified through the State of Iowa in the next few days.

We conducted 3 training classes during August. August 2 - EMS Training OB Emergencies with 2 hours of continuing education. August 9 - Hose deployment/interior fire attack training at acquired house structure on Bennitt. August 16 - Annual hose testing. Day crew started hose testing at 10 am , at 6 pm POC and part time members came to help finish. We were done testing all of our fire hose by 9 pm that night. It was a very long day! August 23 - Forcibile entry training at DMACC. Crews went to Ankeny and worked on the forcibile entry door at DMACC.


The photos above are from the forcible entry training at DMACC.

On August 19 we had Creative Cubs Daycare come visit the Fire Station.


The busiest call volume day, in August, was Monday and Thursday at 13 calls for service:


| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | TOTAL |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 11 | 13 | 12 | 6 | 13 | 7 | 9 | 71 |

43 calls were during the day shift, between 06:00 hours (6:00 AM) and 18:00 hours (6:00 PM). 28 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.


August 2022 had 2 more calls for service than August 2021. Year-to-date we are 90 calls for service ahead of last year.


# A RESOLUTION HIRING CANDIDATES FOR YOUTH SERVICES LIBRARIAN FOR THE POLK CITY, IOWA LIBRARY 

WHEREAS, the Polk City Community Library has an established positions for one Youth Services Librarian; and

WHEREAS, there is currently one Youth Services Librarian position vacant; and

WHEREAS, required advertising and vetting of candidates has been completed;

NOW, THEREFORE, BE IT RESOLVED, the Board of Trustees of the Polk City Community Library recommends hiring Allyson Reister with a start date determined upon a successful completion of required background checks at a starting wage of $\$ 22.12$ per hour.

PASSED AND APPROVED the 12th day of September 2022.


Lisa Mart, Library Board President

ATTEST:


Jamie Noack, Library Director

September 21, 2022
Honorable Mayor and City Council
City of Polk City
$1123^{\text {rd }}$ Street
Polk City, Iowa 50226

## RE: CROSSROADS AT THE LAKES PLAT 3 APPROVAL OF CONSTRUCTION DRAWINGS

## Dear Honorable Mayor and City Council:

On behalf of Kimberley Development Corporation, Civil Design Advantage, LLC. has submitted the construction drawings for the above referenced plat. These plans represent the third and final phase of construction for this subdivision, which include 43 single-family lots. The plans include the construction of E . Bridge Road, Oakford Lane, Walker Street, and Walker Circle, along with the associated sanitary sewers, storm sewers, water main and services.

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

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

We recommend approval of the construction drawings for Crossroads at the Lakes Plat 3, subject to the approval of a change order adding cluster mailbox location and associated sidewalks. This change order will need to be approved prior to acceptance of the public improvements and these items will need to be constructed as plat improvements. We will be in attendance at the September 26, 2022, City Council meeting should you have questions.

Respectfully submitted,
SNYDER \& ASSOCIATES, INC.


[^1]
## RESOLUTION NO. 2022-111

## A RESOLUTION APPROVING THE CONSTRUCTION DRAWINGS FOR CROSSROADS AT THE LAKES PLAT 3

WHEREAS, Civil Design Advantage, LLC. on behalf of Kimberley Development Corporation, the developer for Crossroads at the Lakes Plat 3, has submitted the Construction Drawings for public improvements associated with said plat including the sanitary sewers, water main, storm sewers and services and paving; and

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

WHEREAS, no construction shall be permitted on the sanitary sewer or water main prior to Iowa DNR's approval of the permit for applicable construction; and

WHEREAS, the construction drawings are in substantial conformance with Polk City's Subdivision Regulations, SUDAS and the approved Preliminary Plat for Crossroads at the Lakes; and

WHEREAS, the City Engineers have reviewed the Construction Drawings and recommends their approval subject to administrative approval of a change order adding cluster mailbox location and associated sidewalks prior to acceptance of public improvements.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa hereby approves the Construction Drawings for the Public Improvements associated with Crossroads at the Lakes Plat 3 subject to administrative approval of a change order adding cluster mailbox location associated sidewalks prior to acceptance of public improvements.

PASSED AND APPROVED the $26^{\text {th }}$ day of September 2022.

## ATTEST:

[^2]
## CONSTRUCTION DRAWINGS FOR： <br> CROSSROADS AT THE LAKES PLAT 3

VICINITY MAP


POLK CITY，IOW
OWNER／DEVELOPER


ENGINEER




## SURVEYOR <br>  <br>  <br> 

DATE OF SURVEY

CONSTRUCTION SCHEDULE NTICPATED START DATE $=$ SUMMER 2022
NTICPATEO FNISH DATE

SUBMITTAL DATES



## POLK CITY，IOWA

INDEX OF SHEETS
No．DESCRIPTION
1 COVER SHEET
2 hyorant coverage plan
3－4 TYPICAL SECTION AND DETALLS
5 QUANTTITES AND REFERENCE NOTES
6 POLK CITY CONSTRUCTION NOTES
7－8 GRADING PLAN
－10 EROSION AND SEDIMENT CONTROL PLAN
Roadway，storm and santary sewer plan and profile
And PRofle
23－26 Intersection detalls
PLAT DESCRIPTION









TH Property Is subicct to any and alt Easewnis of pecopo
BENCHMARKS



datum：navobs

$$
\begin{aligned}
& \text { (6) IOWA } \\
& \text { ONE CALL } \\
& \begin{array}{l}
\text { 1-800-292-8989 } \\
\text { www.iowaonecall.com }
\end{array}
\end{aligned}
$$

ZONING

GENERAL LEGEND

| PROPOSED |  | EXISTING |  |
| :---: | :---: | :---: | :---: |
| project boundary |  | Santary manhole | O |
| Lot line | －－－ | water valve box |  |
| secton line |  | fre hyorant |  |
| center line |  | water curb stop |  |
| RIGHT OF WAY | －－－R／W－ |  |  |
| Permanent Easement | －－P／E－－－－－ | Storm sewer Manhole | （31） |
| TEMPORARY EASEMENT |  | Storn sewer sincle intake | － |
| TYPE SW－501 STORM NTTAKE | 國 | Storm sewer double ntake | －imix |
| TYPE SW－503 Storm Intake | 回 | flared eno secton | 4 |
| Ste SW－505 SToRM INTAKE | 國 | ROOF DRAN／Dommspout |  |
| TYPE SW－506 STorM INTAKE | － | Conferous tree | 衣 |
| tee sw－st ston wiak |  | deciouous shrub |  |
| TrPe Sw－5t3 Storm INAKE | 5 | coniferous shrue | － |
| TYPE SW－401 STORM MANHOLE | （3） | ELLCCTRIC Power pole | $\theta$ |
| TYPE SW－402 STORM MANHOLE | 5 | GUY ANCHOR STRET LIGHT |  |
| TTPE SW－301 SANTTARY MANHOLE | E（3） | Power Pole w／TRANSFormer | ＊ |
| storm／santiary cleanout | ${ }^{\circ}$ | UTLLTY PoLE W／LIGHT | － |
| water value | ， | Electric box |  |
| free hroant assembly | ${ }^{*}$ | ELECTRIC TRANSFORMER | 回 |
| SIIN | － | ${ }_{\text {Electric Manhole or vaut }}^{\text {Traflic sign }}$ |  |
| DETECTAALE WARNNG PANEL |  | ${ }_{\text {TELEPHOLE J Juction box }}$ | ＊ |
| Storn semer stuucture no． | （190） | TELEPHone manhole／vault | ${ }^{(1)}$ |
| Storn sewer pipe no． | （1－10） | TELEPHONE POLE GAS VALVE Box | ¢ |
| SANITARY SEWER Structure no． | （10） | cable ty unncton box | ® |
| SANITARY SEwER PPPE No． | （8－10 | Cable TV MANHOLE NAULT MAl box | （1） |
| SANTARY SEwER WTH SIIE | 8＂s | вепСНMARK | ${ }^{\text {ama }}$ |
| SANTTARY SERVCE | －s－s－s－ | soll borng | \％ |
| STORM SEWER STORM SERVCE | －st－st | GAS MAIN | －－0－－ |
| WAIERMAIN WTH SIIE | － $8^{\prime \prime} \mathrm{w}$ | Fiber optic | －－fo－－ |
| WATER SERVCE |  | UNDERGROUND TELEPHONE | －－－－ |
| SAMCUT（FULL DEPTH） | ……… | OVERHEAD ELECTRIC | － |
| SLIT PENCE USE AS COSTRUCTED |  | FELLL TLE | －－－пセ－－ |
| FINSH Grade at hyorant | （F．G．н．） | SANTARY SEwER W／sIze | － $8^{\prime \prime}$ S |
| MNIMUM OPENNG ELEVATON | моє | STorM SEWER W／SIZE | 二 |

UTILITY WARNING




CIVIL DESIGN ADVANTAGE
421 nW URbANDALE DRIVE URBANDALE，IOWA 50322 PROJECT No． 2206.432






GENERAL NOTES - TABULATIONS





 Coniractor shall notiry (48 hrs notice) The foumwi
 E. AmL Desion Aovantage










 12. $\operatorname{N}$ NTHE EVENT Of A AISCREPANCY BETEEN DETALED PLLANS
 13. ALL TRAFFIC Control shall comer min mutco.




19. PRor to Alr werk reculitivir. Contractor shal



22. THE Contractor sill Mot pisur disiall gras

 24. HE Contractor is Responide for Minfinn RE

## CITY OF POLK CITY TYPICAL NOTES:

## GENERAL NOTES


ENCNER













conomons













Provode santary sewer servce risers as
REOURED
THE COMTRACTOR SHALL NSTTLL SEWER TAPE AT THE
ENO OF EACH SANTARY SEWER SERVCR.
 HAN 2.0' ABOLE THE MANHOLE FLOOR SHALL HAVE A
POUREO-WW-PLACE SLOPED NVERT.
 PAAEMENT S
CASINGS.

IVE I/ BARRERSS.




ManHole step are reoured in all sanitary sewt
Mâholes covers shall have raised damond
ROUGHNESS P Patiern.

## GRADING/BACKFILL NOTES

## ECONNECT ANY FEEDO TILE THA HuRIN OTLITY CONSTRUCTON.
























WATER MAIN NOTES


 ACT HHE CONTRACTR'S EXXENSE.
HYORANTS SHALL BE SET 3.5 fEET FROM THE WATER


hrorants to be watrous prooucts, open left,
palime
Yellow
al valves shall be ressuent wedoe gate valves.
Services to be 1 -INCH COPPER.
RIIER ROOS ARE REQuIRED AT ALL Curb stops

## 


 ${ }_{\text {ORAN. }}^{\text {ALL }}$ Ex

## 




 19. Contractoro shall obtaln agraing permit pror



## ATA HENEUGECC. ANO DOES NOT PRESENT A

12. WATER MAIN TO HAVV 5 Sk Feet bury, typical ExCEPT
13. ALL Valves Shal have avale box adapter
14. HHE Contractor shall remove chans on all
15. THET CONTRACTOR SHALL WORK WTT THE CTIT OF POLK

16. WATER CANNOT RE USED BY THE CONTRACTOR UNLESS


17. WATER MAN SHAL EE PRESSUEE TESTED AND


STORM SEWER NOTES
ADDITOMAL RP-RAP MYY RE REOURED AT THE FESS
BASO UPON FELEO REVEW EY CITY OF POLK CITY.

 Install Continuus perforated subodan in
LOCATONS SHOWN ON RLANs.
12. ALL SUboran, CRITITR GUABRS.

ALL Curb intakes shall have type r" vane

ALL 12 " and Larger storm sewers shall be rcp.
8-INCH Footing DRAINS To be PVC, SOR 35.

AL NTAKES SHALL BE LOCATED A MNMUM OF 7.5
fEET RROM ENO OF RETUNNS


## PAVING NOTES





provid Curb drops for sidewalks at intersectons





## CROSSROADS AT THE LAKES PLAT 3

## EROSION AND SEDIMENT CONTROL PLAN



EXISTING TEMPORARY STAND PIPE DETALL \#1


EXISTING TEMPORARY STAND PIPE DETALL \#2
 $\frac{\text { EXISTING TEMPORARY STAND PIPE DETALL \#3 }}{\text { Not To Scale }}$


STABIIIZATION QUANTITIES


NOTES:
 2.
 4. Exsmit iosicio sull





$$
1
$$

|  |  |
| :---: | :---: |
|  |  |
|  |  |
| maec |  |
|  |  |
|  |  |




















City of Polk City, Iowa
City Council Agenda Communication

| Date: | September 26, 2022 City Council Meeting |
| :--- | :--- |
| To: | Mayor Steve Karsjen \& City Council |
| From: | Chelsea Huisman, City Manager |

Subject: Setting a public hearing on the rezoning petition for Holly Woods

BACKGROUND: On Monday evening, the City Council will be asked to set a public hearing for a requested rezoning on the Holly Woods development. The Holly Woods plat was approved by the City Council on August 22, 2022. As part of that review and approval process, the City Council approved the plat subject to the developer requesting approval of a clean-up rezoning.

The clean-up is relative to the northwest corner of Lot 1 , which includes a small area that is currently zoned R-2A and also a larger area which is zoned R-2. This re-zoning petition is to re-zone the entire Holly Woods lot to R-1.

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, October 10, 2022.

# A RESOLUTION SETTING A PUBLIC HEARING ON THE PROPOSED REZONING OF PROPERTY WEST OF NW 44 ${ }^{\text {TH }}$ STREET AND SOUTH of E. SOUTHSIDE DRIVE TO R-1 SINGLE FAMILY RESIDENTIAL 

BE IT RESOLVED, that the City Council of the City of Polk City, Iowa, hereby orders a public hearing and notice thereof to be held October 10 at 6:00 p.m. at the City Hall Council Chambers in Polk City, Iowa, on the proposal to rezone property in the vicinity of NW $44^{\text {th }}$ Street and E. Southside Dr. and legally described as follows:

Rezoning a parcel containing 0.97 acres from the zoning classifications of R-2 One and Two-Family Residential and R-2A Townhome Residential to a zoning classification of R-1 Single Family Residential:

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

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTH 601.5 FEET OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 07; THENCE NORTH 00 DEGREES 34 MINUTES 17 SECONDS EAST, A DISTANCE OF 416.54 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 34 MINUTES 17 SECONDS EAST, A DISTANCE OF 517.32 FEET; THENCE SOUTH 47 DEGREES 10 MINUTES 01 SECONDS EAST, A DISTANCE OF 137.27 FEET; THENCE NORTH 89 DEGREES 25 MINUTES 43 SECONDS WEST, A DISTANCE OF 13.57 FEET; THENCE SOUTH 00 DEGREES 34 MINUTES 13 SECONDS WEST, A DISTANCE OF 425.00 FEET; THENCE NORTH 89 DEGREES 25 MINUTES 43 SECONDS WEST, A DISTANCE OF 88.03 FEET, TO THE POINT OF BEGINNING.

CONTAINING 0.97 ACRES MORE OR LESS.
The Clerk shall publish notice of such hearing at the time and in the manner required by law.
Passed and approved this 19th day of September 2022.

ATTEST:
Jenny Coffin, City Clerk

## City of Polk City, Iowa

City Council Agenda Communication

Date: $\quad$ September 26, 2022 City Council Meeting<br>To: $\quad$ Mayor Steve Karsjen \& City Council<br>From: Chelsea Huisman, City Manager

Subject: Addendum to T Mobile Antenna Lease agreement

BACKGROUND: T-Mobile has approached the City about extending their lease agreement for equipment on the water tower for 2 additional 5 -year terms. T-Mobile's current lease agreement was approved by the City Council in 1996 and will expire in 2026. They have requested an addendum to the agreement for 2026-2031 and 20312036.

In reviewing what our other cell phone providers pay for leasing on the water tower, I requested that rent be increased $20 \%$ for each additional term in the agreement. T-mobile is in agreement with the increased rent amount, which is outlined in the addendum. The City currently has 4 agreements with cell providers for leasing space on our water tower: AT\&T, Verizon Wireless, US Cellular, and T-Mobile.

## ALTERNATIVES: Do not approve

FINANCIAL CONSIDERATIONS: The City is receiving approximately $\$ 20,000$ annually from the T-mobile lease agreement. The extension of the agreement will increase their lease payment to $\$ 21,722$ annually for the term 2026-2031 and \$26,067.00 annually for the term 2031-2036.

RECOMMENDATION: It is my recommendation that the Council approve the T-Mobile addendum.

## FIRST AMENDMENT TO TOWER LEASE WITH OPTION

This First Amendment to Tower Lease with Option ("Amendment") is made by and between the City of Polk City ("Landlord") and T-Mobile Central LLC, a Delaware limited liability company, ("Tenant").

WHEREAS, Landlord and Tenant entered into that certain Tower Lease with Option dated October 21, 1996, (the "Lease"), whereby Landlord leased to Tenant certain portions of the Property located at on the Polk City Water Tower located at 401 Booth Street, Polk City, Polk County, IA 50226 (the "Property"); and,

WHEREAS, Landlord and Tenant desire to amend the Lease as follows;
WHEREAS, Landlord and Tenant hereby affirm that, as of the date hereof: (i) no breach or default by Landlord or Tenant occurred; and (ii) the Lease, and all the terms, covenants, conditions, provisions and agreements thereof, except as expressly modified by this Amendment are in full force and effect, with no defenses or offsets thereto; and

NOW THEREFORE, in consideration of the mutual covenants contained in the Lease and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Landlord and Tenant hereby agree as follows:

1. Exhibit C-1 attached hereto is hereby incorporated herein to the Lease by reference and supplements Exhibit C.
2. Landlord and Tenant hereby agree to add two (2) additional five (5) year terms to this Lease (the "Extended Renewal Terms", commencing on the date this Second Amendment is executed by both parties herein.
3. Landlord and Tenant agree Rent for the Extended Renewal Terms shall be paid by Tenant to Landlord as listed herein:

$$
\begin{aligned}
& \text { 2026-2031: } \$ 1734.79 / \$ 21,722.52 \text { annual } \\
& \text { 2031-2036: } \$ 2,172.25 / \$ 26,067.00 \text { annual }
\end{aligned}
$$

4. Each of the parties represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Amendment.
5. This Amendment will be binding on and inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.
6. Landlord represents and warrants to Tenant that the consent or approval of a third party has either been obtained or is not required with respect to the execution of this Amendment.
7. Except as specifically amended herein, the remaining terms of the Lease shall remain in full force and effect. To the extent any provision contained in this Amendment conflicts with the terms of the Lease, the terms and provisions of this Amendment shall prevail. All capitalized terms shall have the meaning ascribed to them in the Lease unless otherwise defined in this Amendment.
8. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original.

IN WITNESS WHEREOF, the parties have executed this Amendment on the day and year last written below.

LANDLORD
City of Polk City

| By: | By: |  |
| :--- | :--- | :--- | :--- |
| Name: |  |  |
| Name: | $\square$ |  |
| Title: | Title: | $\square$ |
| Date: | Date: | $\square$ |

By:

## TENANT

T-Mobile Central LLC

By:
Title:
Date: $\qquad$ Date: $\qquad$

## Exhibit C-1



## DIVISION 1 GENERAL REQUIREMENTS

1. WORK, MATERIAL, AND EQUIPMENT SHALL COMPLY WITH T-MOBILE WIRELESS STANDARD CONSTRUCTION SPECIFICATIONS, REQUIREMENTS OF THE LATEST EDITONS AND INTERIM AMENDMENTS OF THE NATIONAL ELECTRICAL CODE (N.E.C.), NATIONAL ELECTRICAL SAFETY CODE, OSHA, AND APPLICABLE FEDERAL, STATE, AND LOCAL LAW
AND ORDINANCES. ELECTRICAL EQUIPMENT PROVIDED UNDER THIS CONTRACT SHALL BE NEW (EXCEPT WHERE AND ORDINANCES. ELECTRICAL EQUIPMENT RTOVIDED UNDIR THIS CONTRACT SHALL BE NEW (EXCEPT WHERE BEAR THE U.L. LABEL.
2. THE CONTRACTOR SHALL BE PROPERLY LICENSED AND PROPERLY REGISTERED TO PERFORM THIS WORK IN PROJECT STATE AND JURISDICTION. FOR JURISDICIIONS THAT LICENSE INDIVIDUAL
SUBCONTRACTOR PERFORMING THOSE TRADES SHALL ALSO BE LICENSED.
3. THE CONTRACTOR SHALL VSIT THE JOB SITE (PRE-CONSTRUCTION WALK), VERIFY DIMENSIONS AND BECOME FAMILIAR WITH THE PROJECT/FIELD CONDITIONS. DISCREPANCIES SHALL BE IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE PROJECT MANAGER.
4. THE CONTRACTOR SHALL NOT PROCEED WITH WORK NOT CLEARLY IDENTIFIED ON THE DRAWINGS WTHOUT PRIOR WRITTEN APPROVAL OF THE PROJECT MANAGER
5. IN CASE OF CONFLICT BETWEEN THESE DRAWNGS OR MANUFACTURER SPEC, CONTRACTOR SHALL NOTIFY ENGINEER
6. CONTRACTOR SHALL FURNISH AND INSTALL ENGRAVED PLASTIC LABELS "T-MOBILE" ON THE FACE OF EACH PIECE OF EQUIPMENT AND ABOVE THE ELECTRICAL METER.
7. THE OWNER OR HIS ARCHITECT/ENGINEER RESERVES THE RIGHT TO REJECT EQUIPMENT OR MATERIALS WHICH, IN HIS/HER OPINION, ARE NOT IN COMPLIANCE WITH THE CONTRACT DOCUMENTS, EITHER BEFORE OR AFTER THE CONTRACT DOCUMENTS BY THE CONTRACTOR AT NO COST TO THE OWNER OR HIS ARCHITECT/ENGINEER.
8. THE CONTRACTOR SHALL SUPPORT, BRACE AND SECURE EXISTING STRUCTURES AS REQUIRED. CONTRACTOR IS SOLELY RESPONSIBLE FOR THE PROTECTIMENSONS WHICH AFFECT THE NEW CONSTRUCTION.
9. THE CONTRACTOR SHALL NOT ALLOW OR CAUSE THE WORK TO BE COVERED UP OR ENCLOSED UNTIL IT HAS BEEN INSPECTED BY THE GOVERNING AUTHORITIES. WORK THAT IS ENCLOSED OR COVERED UP BEFORE SUCH INSPECTIO CONTRACTOR SHALL RESTORE THE WORK TO ITS ORIGINAL CONDITION AT HIS OWN EXPENSE.
10. EXISTING UTILITIES, FACILITIES, CONDITIONS, AND THEIR DIMENSIONS SHOWN ON PLANS HAVE BEEN PLOTTED FROM AVAILABLE RECORDS. THE ARCHITECT/ENGINEER AND OWNER ASSUME NO RESPONSIBILITY WHATSOEVER AS TO TH
SUFFICIENCY OR ACCURACY OF THE INFORMATION SHOWN ON THE PLANS OR THE MANNER OF THEIR REMOVAL OR SUFICIENCY OR ACCURACY OF THE INFORMATION SHOWN ON THE PLANS OR THE MANER OF THEIR REMOAL
ADJUSTMENT. CONTRACTOR SHAL BE RESPONSIBLE FOR DETERMINING EXACT LOCATION OF SAID UTLITIES AND FACILITIES PRIOR TO START OF CONSTRUCTIN. CONTRACTOR SHALL ALSO OBTAIN FROM EACH UTILITY COMPANY DETAILED
UTLITIES.
11. CONTRACTOR SHALL FIELD VERIFY EXISTING UTLLITIES BOTH HORIZONTALLY AND VERTICALLY PRIOR TO START OF REPORTED TO THE PROJECT MANAGER FOR RESOLUTION AND INSTRUCTION, AND NO FURTHER WORK SHALI BE PERFORMED UNTIL DISCREPANCY IS CHECKED AND CORRECTED BY THE ARCHITECT/ENGINEER. FAILURE TO SECURE SUCH INSTRUCTION MEANS CONTRACTOR WILL HAVE WORKED AT HIS OWN RISK AND EXPENSE. CONTRACTOR SHALL CALL UTILTY LOCATES 48 HOURS PRIOR TO START OF CONSTRUCTION TO HAVE UNDERGROUND UTILITIES LOCATED
12. CONTRACTORS SHALL CLEAN ENTIRE SITE AFTER CONSTRUCTION SUCH THAT NO PAPERS, TRASH, DEBRIS, WEEDS, BUSH OR ANY OTHER DEPOSITS REMAIN. MATERIALS COLLECTED DURING CLEAN
13. SITE WORK SHALL BE CAREFULLY COORDINATED BY THE CONTRACTOR WITH LOCAL GAS, ELECTRIC, TELEPHONE, AND OTHER UTILITY COMPANIES HAVING JURISDICTION OVER THIS LOCATION.
14. DURING CONSTRUCTION, THE CONTRACTOR SHALL MAINTAIN THE UTILITIES OF THE BUILDING/SITE WITHOUT INTERRUPTION. SHOULD IT BE NECESSARY TO INTERRUPT A SERVICE OR UTILITY, THE CONTRACTOR SHALL SECURE PERMISSION IN WRITING FROM THE BUILDING/PROPERTY OWNER FOR SUCH INTERRUPTION, AT LEAST 72 HOURS IN ADVANCE. INTERRUPTIONS SHALL BE MADE WTH A MINIMUM AMOUNT OF INCONVENIENCE TO THE
BUILDING/PROPERTY OWNER AND SUCH SHUTDOWN TIME SHALL BE COORDINATED WITH THE BUILDING/PROPERTY BUILDIN
OWNER.
15. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING
SEDIMENT CONTROL.
16. CONTRACTOR SHALL SUBMIT AT THE END OF THE PROJECT A COMPLETE SET OF AS-bullt dRawngs to the OWNER AND/OR PROJECT MANAGER.

## DIVISION 2 SITE WORK

1. the Contractor shall locate utilities prior to the start of construction EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES (WHERE ENCOUNTERED IN THE WORK) SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY THE PROJECT MANAGER. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR PIER DRILLING AROUND OR NEAR UTILIIES. CON RACTOR SHALL PROVIDE
SAFETY TRAINING FOR THE WORKING CREW. THIS WLL INCLUDE BUT NOT BE
A. FALL PROTECTION
B. CONFINED SPACE
D. TRENCHING AND EXCAVATION
2. REMOVE FROM SITE/OWNER'S PROPERTY WASTE MATERIALS, UNUSED EXCAVATED MATERIAL INCLUDING MATERIAL CLASSIIFIED UNSATISFACTORY, CONTAMINA
HUMANS AND DEBRIS, AND DISPOSE OF IN A LEGAL MANNER.
3. EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED AND/OR CAPPED, PLUGGED OR
OTHERWISE DISCONTINUED AT POINTS WHICH WLL NOT INTERFERE WITH THE EXECUTION OF THE WORK, SUBJECT TO THE APPROVAL OF ENGINEERING AND DOCUMENTED ON THE AS-BUILT DRAWINGS.
4. THE AREAS OF THE OWNERS PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE BULDDING OR DRIVEWAY, SHALL BE CONFORMED TO A UNIFORM SLOPE, FERTILIZED,
SEEDED, AND COVERED WITH MULCH AS SPECIFIED IN THE SPECIFICATION LANDSCAPE WORK,
5. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONTROL.
6. CONTRACTOR IS RESPONSIBLE FOR LAYOUT AND CONSTRUCTION STAKING. CONTRACTOR SHALL ESTABLISH GRADE AND LINE STAKES PRIOR TO CONSTRUCTION, IF REQUIRED.
7. THE CONTRACTOR SHALL COORDINATE WITH PROJECT MANAGER TO ESTABLISH INSPECTION AND APPROVAL PROCESS FOR SITE WORK.

## DIVISION 3 CONCRETE. N/A

## DIVISION 5 STRUCTURAL STEEL.

1. DETAIL, FABRICATE, AND ERECT STRUCTURAL STEEL IN ACCORDANCE WITH THE CURRENT EDITION AISC MANUAL OF STEEL CONSTRUCTION" (ASD), AWS D1.1 AND IBC LATEST EDITION. STRUCTURAL
STEEL SHALL COMPLY WITH THE FOLLOWING:
A. ASTM A992, GRADE 50, W SECTIONS.
B. ASTM A36, GRADE 36, CHANNELS, ANGLES, PLATES, RODS, U-BOLTS AND ANCHOR
C. BTRUCTURAL STEEL SHALL BE HOT DIPPED GALVANIZED PER ASTM A123.
D. STRUCTURAL BOLTED CONNECTION SHALL BE MADE WITH ASTM A325 BOLTS IN BEARING TYPE CONNECTIONS.
2. THE CONTRACTOR SHALL PROVIDE ADEQUATE SHORING AND/OR BRACING WHERE REQUIRED DURING CONSTRUCTION UNTLL CONNECTIONS ARE COMPLETE.
3. FIELD CHANGES OR SUBSTITUTIONS SHALL HAVE PRIOR APPROVAL FROM THE CONSTRUCTION
tighten high strength bolts to a snug tight condition where piles in a joint are in FIRM CONTACT BY EITHER
A. A FEW IMPACTS OF AN IMPACT WRENCH
. WELDING
A. Welding shall be done by certified welders. Certification documents shall be

MADE AVAILABLE FOR ENGINEERS AND/OR OWNERS REVEW IF REQUESTED.
B. WELDING ELECTRODES FOR MANUAL SHELDED METAL ARC WELDING SHALL CONFORM TO
ASTM A- 233 , E70 SERIES BARE ELECTRODES AND GRANULAR FLUX USED IN THE ASTM A-233, E70 SERIES, BARE ELECTRODES AND GRANULAR FLUX USED IN THE
SUBMERGED ARC PROCESS SHALI CONFORM TO AISC SPECIFICATIONS
C. FIELD WELDING SHALL BE DONE AS PER AWS D1.1 REQUIREMENTS. VISUAL INSPECTION IS FIELD WELDING
ACCEPTABLE.
6. PROTECTION
A. UPON COMPLETION OF ERECTION, INSPECT GALVANIZED STEEL AND PAINT FIELD CUTS, WELDS OR GALVANIZED
GALVANIZING PROCESS.

## DIVISION 16 ELECTRICAL

## QUALITY ASSURANCE,

1. CONTRACTOR FURNISHED MATERIALS AND EQUIPMENT SPECIFIED ON THE DRAWINGS SHALL BE EQUIPMENT, MATERIALS AND INSTALLATION METHODS SPECIFIED ON THE PROJECT DRAWINGS
SHALL BE DESIGNED AND FABRICATED IN COMPLANCE WITH APPLCALE FEDERAL SATE AND SHALL BE DESIGNED AND FABRICATED IN COMPLIANCE WHH APPNCABLE FEUERAL, STATE AND
LOCAL CODES AND REGULATIONS AND APROPRIATE INDUSTRIAL CONSENSUS STANDARD AND CODES INCLUDING ANSI, IEEE, NEMA, NFPA AND AS REVSED AS OF THE DATE OF THIS WORK PACKAGE
2. ELECTRICAL ITEMS BOTH CONTRACTOR AND OWNER FURNISHED SHALL BE CHECKED FOR ANSPECTED TO ENSUE THAT EQUPMENT IS UNDAMAGED AND IS IN PROPER ALIGNMENT, NRAELED PER MANFACTURERS INSTRUCTIONS, ELECTRICAL CONNECTIONS ARE TIGHT AND
PROPERL NSULATED WHERE REQURED, FUSES ARE OF THE PROPER TYPE AND SIZE, AND

NOTIFY OWNER IN WRITING OF DISCREPANCIES BETWEEN DRAWING/SPECIFICATIONS AND FIELD
INSTALATONS, OR IF THE VSUAL INSPECTIONS SHOW DAMAGE OR IMPROPER INSTALIATION.

## ELECTRICAL DIVISION

1. THE EQUIPMENT AND MATERIAL SHALL BE FURNISHED AND INSTALLED TO OPERATE SAFELY AND

ELECTRICAL WORK REPRESENTED ON THE PROJECT DRAWINGS IS SHOWN DIAGRAMMATICALLY
EXACT LOCATIONS AND ELEVATIONS OF ELECTRICAL EQUIPMENT SHALL BE DETERMINED IN THE EXACT LOCATIONS AND ELEVATIONS OF ELECTRICAL EQUIP
FIELD AND VERIFIED WITH THE OWNERS REPRESENTATIVE.
3. CONTRACTOR SHALL COORDINATE THE INSTALLATION OF TEMPORARY, IF REQUIRED, AND PERMANENT POWER WWTH THE LOCAL UTTLITY COMPANY. THE TEMPORRARY POWER' AND HOOKUP
COSTS ARE TO BE PAID BY THE CONTRACTOR.
4. PROVIDE MOLDED CASE, BOLT-ON, THERMAL MAGNETC TRIP, SINGLE, TWO OR THREE POLE CIRCUIT

5. CONTRACTOR SHALL PERFORM EXCAVATION, TRENCHING, BACKFILLING, AND REMOVAL OF DEBRIS IN
6. CONTRACTOR SHALL PROVIDE NECESSARY SUPPORTS FOR EQUIPMENT INSTALLED AS PART OF THIS AND OTHER SHAPES OF ADEQUATE SIZE AND FASTENED WITH BOLTS, SCREWS, OR BY WELDING TO
PROVIDE RIGID SUPPORT.
7. CONTRACTOR SHALL LOCATE THE APPROPRIATE UTLITIES BEFORE UNDERGROUND WORK IS PERFORMED, SUCH AS TRENCHING, EXCAVATING, AND DRIVING GROUND RODS.
8. CONTRACTOR SHALL SEAL AROUND ELECTRICAL PENETRATIONS THROUGH FIRE-RATED WALLS/FLOORS USING APPROVED FIRE STOP MATERIALS TO MAINTAIN THE FIRE RESISTANCE RATING
9. ELECTRICAL EQUIPMENT SHALL BE LABELED WTH PERMANENTLY ENGRAVED LAMINATED PHENOLIC NAMEPLATES SHALL BE FASTENED WITH STAINLESS STEEL SCREWS.

## RACEWAYS.

1. CONDUIT AND CONDUIT FITTINGS SHALL MEET ANSI AND NEC STANDARDS FOR MATERIAL AND
A. RIGID STEEL CONDUIT (FOR ABOVE GRADE WORK) SHALL CONFORM TO ANSI C8O. 1 AND THE REQ GAMENIS O WTH INSDE AND OUTSID FINISHED WTH A PROTECTVE ZINC COATING, HOT COUPLING, ELBOWS AND BENDS SHALL MEET THESE SAME REQUIREMENTS. FITTINGS SHALL BE OF THE GALVANIZED IRON OR STEEL THREADED TYPE.
B. PVC CONDUIT (FOR ABOVE GROUND OR UNDERGROUND WORK) SHALL CONFORM TO UL STANDARD 651 AND THE REQUIREMENTS OF NEC, PARAGRAPH 352. CONDUT SHALL BE
HEAVY WALL TYPE, SCHEDULE 40 OR 80 , AND SUNLIGHT RESISTANT. FITTINGS SHALL BE OF THE UNTHREADED SOLVENT CEMENT TYPE.
C. EMT CONDUIT (FOR EXPOSED AND CONCEALED WORK): ELECTRIC METALLIC TUBING SHALL CONFORM TO ANSI C80.3 AND THE REQUIREMENTS OF NEC, PARAGRAPH 358 AND BE
PROTECTED FROM CORROSION SUITABLE FOR THE ENVIRONMENT IN WHICH THEY ARE TO BE PROTECTED FROM CORROSION SUITABLE FOR THE ENVIRONMENT IN WHICH THEY ARE TO BE
NSTALLED. COUPLINGS AND CONNECTORS SHALL BE MADE UP TIGHT AND WHERE INSTALLED INSTALLED. COUPLINGS AND CONNECTORS SHALL BE MADE UP TIG
IN WET LOCATIONS SHALL COMPLY WITH NEC PARAGRAPH 314.15.
2. MINIMUM CONDUIT SIZE SHALL BE $3 / 4-$ INCH, SIZES NOT SHOWN ON DRAWINGS SHALL BE PER THE LATEST EDITION OF NEC.
3. SPARE CONDUITS SHALL have a metallic pull wire.
4. CONDUIT SUPPORTS SHALL BE FURNISHED AND INSTALLED BY THE ELECTRICAL CONTRACTOR AND IN 5. UNDERGROUND CONDUITS:
A. INSTALL WARNING TAPE 12" ABOVE EACH CONDUIT OR SET OF CONDUITS.

IDENTIFY EACH CONDUIT AT BOTH ENDS.
INSTALL A MINIMUM OF 36 " BELOW FINISHED GRADE, OR DEEPER IF NOTED ON DRAWNGS SLOPE A MINIMUM OF $4^{n}$ PER 100 ' TO DRAIN AWAY FROM BUILDINGS AND EQUIPMENT.
USE MANUFACTURED ELECTRICAL PVC ELBOWS AND FITTINGS FOR BELOW GRADE BENDS. MAKE JOINTS AND FITTING WATERTIGHT ACCORDING TO MANUFACTURER'S INSTRUCTIONS.
G. INSTALL A COUPLING BEFORE EACH WALL PENETRATION. - N/A
H. RESTORE SURFACE FEATURES DISTURBED BY EXCAVATION AND

RSTAL A COUPLING BEFORE SURFACE FEATURES DISTURBED BY EXCAVATION (AND TRENCHING) IN AFFECTED
AREAS

## CONDUCTORS

1. POWRR CONTROL AND COMMUNCATON WRNG SHALL MEET NEMA WC, ASTM, UL, AND NEC
A. SERMCE ENTRACE CONUCTORS SHAL EE COPPER GOO VOIT SUNLGHT RESSTANT,

B. CONOUCTORS FOR FEEDR AND RRANCH CIRCCITS SHALL BE COPPER, 600 VOLT, TYPE





2. TERRMNA CONNECTORS FOR CONOUCTORS SUALLER THAN 8 AWG SHAL RE COMPRESSION TTPE
 SPECIICATION QQ-C-576 AND SHALL BE TIN-PLATED IN ACCORDANCE WTH MLLTARY PLATING
SPECIICATINN MIL-T-10727. THE INERIOR SURACE OF THE CONNECTR WRE BAREL SALL
SERATED AND THE EXTERIOR SURFACE OF THE CONNECTOR WIRE BARREL SHALL BE PROVIDED
WTH CRIMP GUIDES.
3. TERMINAL CONNECTORS FOR CONDUCTORS 8 AWG AND LARGER SHALL BE PRESSURE OR BOLTED BURND TYPE YAV OR YA (LONG BARREL). PANDUIT TYPE LCA OR LCC, OR ACCEPTABLE EQUAL

TERMINATION PROVISIONS OF EQUIPMENT FOR CIRCUITS RATED 100 AMPERES OR LESS, OR MARKED
FOR NOS. 14 THROUGH 1 CONDUCTORS, SHALL BE USED ONLY FOR CONDUCTORS RATED $60^{\circ} \mathrm{C}$ (140F). CONDUCTORS WITH HIGHER TEMPERATURE RATINGS SHALL BE PERMITTED PROVIDED THE
AMPACITY OF EACH CONDUCTOR IS DETERMINED BASED ON THE $60^{\circ} \mathrm{C}$ (140F) AMPACITY OF THE AMPACITY OF EACH CONDUCTOR IS DETERMINED BASED ON THE $60^{\circ} \mathrm{C}$ (140 ${ }^{\circ}$ ) AMPACITY OF THE
CONDUCTOR SIZE USED.
7. TERMINATION PROVISIONS OF EQUIPMENT FOR CIRCUITS RATED OVER 100 AMPERES, OR MARKED (167F). CONDUCTORS WTH HIGHER TEMPERATURE RATINGS SHALL BE PERMITTED, PROVIDED THE (167F) CONDUCTORS WTH HIGHER TEMPERATURE RATINGS SHALL BE PERMITTED, PROVIDED THE
AMPACITY OF EACH CONDUCTOR IS DETERMINED BASED ON THE $75^{\circ} \mathrm{C}$ (167F) AMPACITY OF THE AMPACITY OF EACH CON
CONDUCTOR SIZE USED.
8. 600 VOLT OR LESS WRING, WHERE COMPRESSION TYPE CONNECTORS ARE USED, SHALL BE COVERED WITH TWO HALF TURNS OF TAPE SIMILAR TO SM COMPANY'S "33 PLUS" ( $33+$ ) PLASTIC OR 88 OUTDOOR.

## GROUNDING

1. BASE TRANSCEIVER SITE EQUIPMENT SHALL BE GROUNDED IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODE (NEC), THE LATEST EDITION OF LIGHTNING PROTECTION CODE NFPA
780 AND MANUFACTURER SPECIFICATIONS. -
2. THE ELECTRICAL SERVICE TO THE SITE SHALL BE GROUNDED AT THE SERVCE DISCONNECTING MEANS REQUE.
CODE.
3. UNDERGROUND (BELOW GRADE) GROUNDING CONNECTIONS SHALL BE MADE BY THE CADWELD PROCESS (MECHANICAL LUG ATTACHMENTS BELOW GRADE ARE NOT ACCEPTABLE). CONNECTIONS SHALL INCLUDE (MECHANICAL LUG ATTACHMENTS BELOW GRADE ARE NOT ACCEPTABLE). CONNECTIONS SHALL INCLUDE
CABLE TO CABLE SPLICES (TEES, XS. ETC..), CABLE CONNECTIONS TO GROUND RODS, GROUND ROD
SPLE SPLICES, AND LIGHTNING PROTECTION SYSTEM AS INDICATED. MATERIALS USED (MOLDS, WELDING METAL TOLS, ETC..) SHALL BE BY CADWELD AND INSTALLED PER MANUFACTURER'S RECOMMENDATIONS AND
4. GROUNDING AND BONDING CONDUCTORS THAT ARE CONNECTED ABOVE GRADE OR INTERIOR TO A BUILDING SHALL BE CONNECTED USING TWO HOLED CRIMP TYPE (COMPRESSION) CONNECTIONS FOR 2 \&
6 AWG INSULATED COPPER CONDUCTORS.
5. GROUNDING CONNECTIONS, INTERIOR AND EXTERIOR, MADE THROUGHOUT THIS DOCUMENT SHALL BE MADE USING AN ANTI-OXIDATION COMPOUND. THE ANTI-OXIDATION COMPOUND SHALL BE THOMAS AND
ETTS KOPR-SHIELD (TMOF JET LUBE INC.), OR BURNDY PENTROX-E, NO SUBSTITUTIONS. COAT WRES ETTS KOPR-SHELD (TMOF JET LUBE INC.), OR BURNDY
6. CONNECTIONS SHALL BE MADE TO BARE METAL. PAINTED SURFACES SHALL BE FIELD INSPECTED AND MODIFIED TO ENSURE PROPER CONTACT. PRIOR TO CADWELD, GALVANIZING SHALL BE REMOVED BY
GRINDING SURFACE TO BARE METAL. SLAG" FROM CADWELD MUST BE REMOVED AND WELD SHALL BE

- FERROUS METAL CLIPS WHICH COMPLETELY SURROUND THE GROUNDING CONDUCTOR SHALL NOT BE USED. CLIPS OF THE FOLLOWING MATERIALS AND TYPES MAY BE USED TO SUPPORT -PLASTIC CLIPS
-STAINLESS STEEL CLIPS WHICH DO NOT COMPLETELY SURROUND THE GROUNDING CONDUCTOR.
CONDUCTOR.
-FERROUS METAL CLIPS WHICH DO NOT COMPLETELY SURROUND THE GROUNDING
CONDUCTOR.

8. BELOW GRADE GROUNDING CONDUCTORS SHALL BE BARE TINNED SOLID COOPER WRE. ABOVE-GRADE GROUNDING CONDUCTORS MAY BE EITHER:
-BARE TINNED SOLID COPPER WIRE

- BARE TINNED SOLID COPPER WIRE
-THWN-INSULATED, CONTINUOUS GREEN COLOR, SOLID COPPER WIRE.
-THWN-INSULATED, CONTNUOUS GREEN COLOR, STRANDED COPPER WIRE AS SPECIFIED ON THE GROUNDING DRAWINGS.
A. UNDERGROUND GROUND RING SHALL BE A 2 AWG BARE TINNED SOLID COPPER WIRE. B. 2 AWG WRE SHALL BE STRANDED COPPER WITH GREEN THWN INSULATION SUITABLE FOR
WET INSTALLATION (SOME ABOVE GROUND APPLICATIONS, I.E. INDOOR GROUND RING).
c. $4 / 0$ AWG WRE SHALL BE STRANDED COPPER WITH GREEN THWN INSULATION SUITABLE FOR WET LOIATIONS (I.E. TO MAIN GROUND, BUILDING STEEL, BETWEEN GROUND BARS,
LIGHTNING PROTECTION, MAIN WATER LINE OF THE BUILDING OR EXISTING GROUND ROD).
D. 2 AWG WRE SHALL BE BARE TINNED SOLID COPPER. BURIED WIRE SHALL MEET THIS CRITERIA, INCLUDING CABLE TRAY GROUNDING WIRES AND OTHER WIRES AS INDICATED ON THE DRAWINGS.
E. THE MINIMUM BEND RADIUS IS $8^{\prime \prime}$ FOR 6 AWG AND SMALLER; $12^{\prime \prime}$ FOR WIRE LARGER THAN

9. HARDWARE, BOLTS, NUTS, WASHERS AND LOCK WASHERS SHALL BE $18-8$ STAINLESS STEEL. CONNECTIONS SHALL BE BOLT-FLAT WASHER-BUSS-LUG-FLAT WASHER-LOCK WASHER-NUT
THAT EXACT ORDER, WTH NUT FACING OUTWARD. BACK-TO-BACK LUGGING, BOLT-FLAT ACCEPTED WHERE NECESSARY TO CONNECT MANY BUSS-LUG-LUG, IS NOT ACCEPTABLE.
10. COMPRESSION GROUND LUGS FOR GROUNDING CONDUCTORS SHALL BE BURNDY TYPE
11. THE DEPTH OF THE GROUND RING, WHEN SPECIFIED, SHALL BE EITHER 3'-6" BELOW FINAL

12. THE GROUND RING, WHEN SPECIFIED, SHALL BE A MINIMUM OF 24" FROM THE EQUIPMEN
13. SHELTER FOUNDATIONS, PLATFORM OR CONCRETE PAD
14. GROUND RODS, WHEN SPECIFIED SHALL BE $5 / 8 \mathrm{INCH}$ STEEL CLAD WTH A PURE COPPER JACKET OF NOT LESS THAN 0.0012 INCHES THICK, 8 FEET LONG (MIN.). GROUND RODS SHALL be DRIVEN TO THE FULL VERTICAL LENGTH IN UNDISTURBED EARTH.
15. SPACING between ground rods, when specified, shall be a minimum of 6' per the NATIONAL ELECTRICAL CODE
16. XIT RODS, WHEN SPECIIIED, SHALL BE MIN. $2^{\prime \prime}$ ID TYPE $K$ "COPPER TUBE WTH A MINIMUM WALL THICKNESS OF 0.083 "AND SHALL BE A MINIMUM OF 8 FEET IN LENGTH. THE XIT COPPER
PIPE/ROD SHALL BE FILLED WITH NON-HAZARDOUS METALIC SALTS. THE BACKFII MATERAL SHALL BE NATURAL CLAY LYNCONITE II. THE COVER SHALL BE FIBERLYTE CAST IRON LYNCOL MODEL XB-12F, FOR LIGHT TRAFFIC AREAS, XB-12 FOR MEDIUM TRAFFIC AREAS AND XB-22, FOR HEAVY TRAFFIC OR PAVED AREAS.
17. the antenna cables shall be grounded at the top and bottom of the vertical run THE ANTENNA CABLE SHELD SHALL BE BONDED TO A COPPER GROUND BUS AT THE LOWEST POINT OF THE VERTICAL RUN, THE ANTENNA CABLE SHIELD SHALL BE GROUNDED JUST BEFORE ENTERING THE BTS CABINET. GROUNDING KITS ON COAX CABLE SHALL HAVE A MINIMUM BEND
 REMAIN FLAT AGAINST GROUND BAR. FASTENERS MUST BE STAINLESS STEEL AND KOPR-SHIELD MUST BE USED ON BOTH SIDES OF GROUND BAR.

## LIGHTNING PROTECTION

1. LIGHTING PROTECTION MATERIALS SHALL BE FURNISHED BY THE OWNER AND INSTALLED BY THE
CONTRACTOR.

## GROUND SYSTEM TESTING

1. A RESISTANCE-TO-GROUND OF 5 OHMS OR LESS IS THE OBJECTVE OF THE EXTERNAL GROUND

 OF THE ENTIRE SYST
FURTHER DIRECTION.
2. GROUND RESISTANCE SHALL BE MEASURED FOR EACH PIECE OF EQUIPMENT TO THE GROUND
3. GROUNDING RESISTANCE TEST REPORT:
 AND SHOW EACH SITE. THE TEST REPORT SHALL CONTAIN THE COMPLETED OWNERS FORM ELECTRODES AND READINGS AT 10\% INTERVALS WITH A TOTAL DISTANCE OF AT LEAST 500 PHOTOGRAPHS TAKEN DURING CONSTRUCTION TO PROVIDE PROOF THAT THE EXTERNAL GROUN RING SYSTEM WAS COMPLETE BEFORE BACKFILLING. THE CONTRACTOR SHALL ALSO NOTIFY THE OWNER NO LESS THAN 48 HOURS IN ADVANCE OF BACKFILL. TESTING SHALL BE COMPLETED BY THE CONTRACTOR AND TWO (2) COPIES OF THE GROUNDING RESISTANCE TEST RE

## GROUNDING NOTES

1. REFER TO GROUNDING NOTES FOR TERMINATION, CONDUCTOR,
2. REFER TO GROUNDING NOTES FOR TERMINA
GROUND ROD AND TESTING REQUIREMENTS
3. CONTRACTOR SHALL INSTALL GROUNDING AS SHOWN AND PER T-MOBILE WRELESS STANDARDS AND APPLLCABLE CODES, BUT SHALL NOT DT STEATE EXIITING GROUNDING (I.E. ADEQUATE.
4. GROUND WIRES SHALL PROVIDE A STRAIGHT, DOWNWARD PATH TO GROUND WITH GRADUAL BENDS TO CHANGE DIRECTION IF' NECESSARY. GROUND WIRES SHALL NOT BE ED OR SHARPLY BENT.
5. TRENCHES SHALL NOT BE BACKFILLED UNTLL SPECIFIED TESTS HAVE BEEN PERFORMED AND SPECIFICATIONS.
6. IF FENCE IS WTHIN 6' OF EQUIPMENT GROUND RING, EXTEND 2 AWG SOLID BARE TINNED BOND INTERMEDIATE POST IF REQUIRED TO MAINTAIN 25' MAX SPACING.
7. GROUND WIRES THAT TRANSITION FROM ABOVE GRADE TO BELOW GRADE SHALL BE ROUTED IN A $3 / 4^{\prime \prime}$ PVC CONDUIT FROM THE CONNECTION TO A MINIMUM OF 18" BELOW
8. TAMPER PROOF HARDWARE SHALL BE USED FOR EXPOSED GROUND BARS installed at compound level.

## ANTENNA NOTES

1. ANTENNA CONTRACTOR SHALL ENSURE THAT EACH ANTENNA MOUNTING PIPE IS PLUMB
2. COAXIAL FEEDER \& FIBER LENGTHS INDICATED ARE APPROXIMATE.
3. ANTENNA COAXIAL FEEDERS \& ANTENNA JUMPERS SHALL BE COLOR CODED PER T-MOBILE REQUIREMENTS AND LATEST STANDARDS
4. LMU COAXIAL FEEDERS \& JUMPERS SHALL BE COLOR CODED PER T-MOBILE REQUIREMENTS AND LATEST STANDARDS
5. MULTI-PORT ANTENNAS: TERMINATE UNUSED ANTENNA PORTS WITH CONNECTOR CAP \& WEATHER PROOF THOROGHLY. JUMPERS
OPPOSITE POLARIZATIONS IN EACH SECTOR.
6. CONTRACTOR MUST FOLLOW MANUFACTURERS' RECOMMENDATIONS REGARDING THE
7. MINIMUM BEND RADIUS:

$$
\begin{array}{ll}
\text { LDF4-50A } & \left(1 / 2^{\prime \prime} \text { HARD LINE) }=5^{\prime \prime}\right. \\
\text { FSJ4-50B } & \left(12^{\prime \prime} \text { SUPER FLEX) }=11 / 4^{\prime \prime}\right. \\
\text { AVA5-50A } & \left(7 / 8^{\prime \prime} \text { HARD LINE) }=10^{\prime \prime} 1^{\prime \prime}\right. \\
\text { AVA7-50A } & \left(15 / 8^{\prime \prime} \text { HARD LINE) }=15^{\prime \prime}\right. \\
\text { LDF7-50A } & \left(1 / 8^{\prime \prime} \text { HARD LINE) }=20^{\prime \prime}\right.
\end{array}
$$

8. CONTRACTOR SHALL RECORD THE SERIAL, SECTOR \& POSITION OF EACH ACTUATOR INSTALLED AT THE ANIENNAS AND FURNISH THE INFORMATION TO T-MOBILE
9. WEATHERPROOF ANTENNA CONNECTORS WITH SELF-AMALGAMATING TAPE.
10. ANTENNA CONTRACTOR SHALL PERFORM A "TAPE DROP" MEASUREMENT TO CONFIRM/VALIDATE ANTENNA CENTERLINE (A.C.L.) HEIGHT. CONTRACTOR SHALL
SUBMIT A COMPLETED HEIGHT VERIFICATION FORM TO THE CONSTRUCTION MANAGER.
11. FIBER RUNS CONTAINED IN ONE HYBRID DC-FIBER CABLE FROM LOWER COVP TO UPPER COVP SHALL BE COLOR CODED PER T-MMBILE REQUIREMENTS. (CONTRACTOR
SHALL VERIFY REQUIRED LENGTH WITH T-MOBILE OPERATIONS).

## ANTENNA ALIGNMENT NOTES

1. CONTRACTOR TO PROVIDE AND INSTALL PATH BOXES OR OTHER INDUSTRY APPROVED PATHING
DESIGN.
2. TO ENSURE THAT THE ALIGNMENT REMAINS PERMANENT, TORQUE MARKS WLLL BE ADDED TO ALL ALGNMEN SCREWS AND BOLTS AFTER THEY ARE TGHENED AND MADE WITH INDELIBLE MARKING PAINT OR NAIL POLISH (SHARPIES OR SIMILAR MARKER WILL NOT BE ALLOWED). IF ANTENNA IS TO BE MOUNTED TO AN EXISTING SECTOR FRAME AND THE FRAME DOES NOT HAVE (2) TIEBACKS INSTALLED.

## COMMISSIONING AND INTEGRATION BY CONTRACTOR

1. T-MOBILE WLLL PROVIDE PROVISIONING DATA TO THE CONTRACTOR PRIOR TO OR DURING HARDWARE INSTALLATION. THE CONTRACTOR WLL BE RESPONSIBLE FOR PAT ALIGNMENT, INTEGRATION, AND COMMISSIONING FROM END TO END ON EACH HOP.

## CONTRACTOR SUPPLIED MATERIAL

1. THE CONTRACTOR WILL SUPPLY ALL PIPE MOUNTS AND RELATED ATTACHMENT HARDWARE, TRAPEZE, PORT/BOOT ASSEMBLY FOR ENTRANCE TO CABINET OR
SHELTER, SMALL GROUNDING BARS, ROUND MEMBER ADAPTERS, ANGLE ADAPTERS SHELTER, SMALL GROUDING BARS, ROUND MEMBER ADAPIERS, ANGLE ADAPTERS,
SNAP-IN HANGERS, POWER CABLE TO IDU AND ICE SHELD(S) WITH ALL REQURED
MATERIAL AND HARDWARE WHEN REQUIRED.



## KEY NOTES:

(1) EXISTING T-MOBLLE $\pm 7^{\prime}-99^{\prime \prime \times 12^{\prime}-4 " ~ C O N C R E T E ~ P A D ~ T O ~ R E M A I N, ~ P R O T E C T ~ D U R I N G ~ C O N S T R U C T I O N ~}$
(2) EXISTING T-MOBILE UTLLTY RACK w/EXISTING CIENA TO REMAIN, PROTECT DURING CONSTRUCTION
(3) Existing t-mobile ice bridge (typ.), protect during construction
(4) EXISTING UTLLTY RACK w/200A PPC w/GENERATOR RECEPTACLE \& RAC24 TO REMAIN, PROTECT DURING CONSTRUCTION
(5) Existing landscaping timbers to remain, protect during construction
(6) Existing t-moblle $\pm 3^{\prime}-0 " \times 3^{\prime}-0^{\prime \prime}$ CONCRETE PAD to REMAIN, PROTECT DURING CONSTRUCTION
(7) Existing t-moblle electric meter to remain, protect during construction
(8) existing fiber vault to remain, protect during construction
(9) Existing empty electric meter socket, protect during construction
(10) Existing tower leg, protect during construction
(11) Existing grip strut to be relocated, protect during construction
(12) Existing t-mobile cabinet to be removed
(13) EXISTING T-MOBLE "ChAIR" w/MODULES; "CHAR" TO be REMOVED; MODULES TO BE RELOCATED TO PROPOSED SSC AS REQUIRED; G.C. SHALL COORDINATE w/ T-MOBILE CM DURING PRE-CON WALK
(14) EXISTING T-MOBILE POST w/MODULES; POST TO BE REMOVED; MODULES TO BE RELOCATED TO PROPOSED SSC AS REQUIRED; G.C. SHALL COORDINATE w/ T-MOBILE CM
DURING PRE-CON WALK
(15) Existing t-mobile covp to be removed
(16) existing t-mobile cables to be removed (typ.)
(17) Existing t-moblle gps antenna to be removed


## KEY NOTES:

EXACT DIMENSIONS AND REQUIREMENTS PRIOR TO START OF CONSTRUCTION: SEE DETAIL 2/C-8.0PROPOSED T-MOBILE DELTA HPLY SSC; G.C. SHALL INSTALL CSR IN PROPOSED SSC; G.C. SHALLIfr fops manager the day of intended csr installation; see detall 1/c-8.0
Proposed T-Mobile Lower covp (TYp. 2) mounted to proposed unistrut usingproposed t-moble hybrid hcs2.o trunk cable routed from proposed lower covp,ICE BRIDGE, AND UP LEG OF WATER TANK
PROOOSED T-MOBLE SERVICE LIGHT (TYP. 2), MAXLIE P/NF FLSI5U5OB/G2, OR CLIENT SHALL FACE THE FRONT OF THE PROPOSED CABINETS.PROPOSED T-MOBLLE OUTDOOR RATED 20A GFCI OUTLET/SWITCH COMBO $/ 4$ HOUR TMER PROPOSED T-MOBILE OUTDOOR RATED $20 A$ GFC OUTLET/SWITCH COMBO $w / 4$ HOUR TMER
MOUNTED TO PROPOSED CANOPY POST, TO BE INSTALLED PER MANUFACURER SPECIFCATIONSproposed t-moblle post (typ. 2), to be installed per manufacturer specificationsrelocated t-moble grip strutProposed t-moblle gps antenna mounted to existing ice bridge post; gps antenna be NSALLEO MER MANUFACTURER SPECIFCATIONS
(10) PROPOSED T-MOBLLE GRIP STRUT, SITEPROI P/N: LLOSS10, OR CLIENT APPROVED EQUIVALENT; G.C. SHALL FIEL CUT TIO
GRIP STRUT W/ SITEPRO1 P/N: WGB-SA, OR CLIENT APPROVED EQUIVALENT

(1) EXISTING T-MOBILE CONCRETE
PAD, PROTECT DURING
CNSTRUCTON CONSTRUCTON
(2) EXISTNG ICE BRIDGE TO REMAN,
(3) PRoposed t-moblle lb3 battery
(3) CABinet
(4) PROPOSED T-MOBLIE DELTA HPL3
SSC GC SHALLINSTALL CSR IN SSC: G.C. SHALL INSTALL CSR IN
PROPOSED SSC: GC. SHALL PROPOSED SSC: G.C. SHALL
NOTIFY FOPS MANGGER THE OF INTENDED CSR INSTALLATIONRELOCATED
GRIP STRUT
(6) PROPOSED T-MOBILE ICE BRIDGE SP126, OR CLIENT APROOVED EQUIVALENT: TO BE INSTALLED PER MANUFACTUR
SPECIICCATIONSPROPOSED T-MOBLLE LOWER COVP
 (TYP. 2) USING MANUFACTURER SUPPLED MOUNTING BRACKET; G.C. SHALL INSTALL COVP (TTP.) O BE 4'-5' (MIN.) A.G.L.
(8) P

PROPOSED T-MOBIE GPS
ANTENNA MOUNTED TO EXISTNG ANTENNA MOUNTED TO EXIITING
ICE BRIDGE POST; GPS ANTENNA ICE BRIDGE POST; GPS ANTENNA
SHALL BE INSTALLED PER SHALLFACTURER SPECIFICATIONS
(9) PROPOSED T-MOBILE HYBRID ROUTED FROM PROPOSED LOWER COVPS, ALONG IIEE BRIDGE, AND
UP LEG OF WATER TANK
(10) PROPOSED UNISTRUT (TYP.) SPANNED BETWEEN ICE BRIDGE POSTS
(11) PROPOSED T-MOBILE SERVICE LIGHT (TYP. 2), MAXLITE PP
 SHALL BE INSTALLED PER
MANUFACTURER SPECIFICATIONS \& SHALL FACE THE FRO
PROPOSED CABINETS.
(12) PROPOSED T-MOBILE OUTDOOR RATED 20A GFCI OUTLET/SWITCH COMBO W/4 HOUR TIMER MOUNTED
TO PROPOSED CANOPY POST, TO INSTALLED PER MANUFACTURER SPECIFICATIONS
(13) Existing concrete plinth to EXISTING CONCRETE PLNTH
REMAN, PROTECT OURING ROMATRUCTION
COMSPROPOSED T-MOBILE GRIP STRUT,
(14) PROPOSED T-MOBLLE GRIP SIRUTT SITEPRO1 PN: LDGS1O, OR CLIENT
APPROVED EQUIVALENT: SHALL FIELD CUT TO SIZE, G.C. DEBUR R EDGES, \&
COID-GALVANIZ SPRAY; SPLICE COLD-GALVANIZE SPRAY; SPLIC SITEPRO1 P/N: WGB-SA, OR
CLIENT APPROVED EQUVIVLENT



## REFERENCE <br> ONLY



I EXIST. RAC24
SCALE: NONE


EXIST. CABLE ROUTE
SCALE: NONE

(K) EXIST. CABLE ROUTE
scale wole







Configuration 56791EZ_SR

* For 5G and LTE Airscale BB dimensioning refer to Fiber Port matrices.
(Alpha, Beta \& Gamma)


FDD-Lowband B12 (L700) -5 MHz B71 (L600) -10 MHz B71 (N600) - 15 MHz

FDD - Midband B4/B66 (L2100) - 20 MHz B66 (AWS3) -5 MHz B66 (N2100) -20 MHz B2 (L1900) - 20 MHz B25 (L1900) - 20 MHz B25 (N1900) -20 MHz GSM/UMTS

TDD - Band 41
L2.5(2.5GHz)-60 MHz
$\mathrm{N} 41(2.5 \mathrm{GHz})-100+80 \mathrm{MF}$


5G SRAN
Single AMIA FDD+TDD
$5 G+4 G / 2 G+3 G$





## ELECTRICAL INSTALLATION NOTES:

1. ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WTH THE
PROUECT SPECIFCATIONS, NEC AND APPLICABLE LOCAL COOES.
2. CONDUTT ROUTNGS ARE SCHEMATC. SUBCONTRACTOR SHALL INSTALL
3. WRING, RACEWAY AND SUPPORT METHODS AND MATERIALS SHALL COMPLY
4. CIRCUITS SHALL BE SEGREGATED AND MAITAIN MINMUM CABLE
SEPARATION AS REOUIRED BY THE NEC.
5. CABLES Shall not be routed through ladder-style cable tray
6. EACH END OF EVERY POWER, POWER PHASE CONDUCTOR (IIE, HOTS),
 ELLECTRICAL TAPE WTHUN PROTETTOSN OR EOULL). THE FACLITTY SHALL BE LABELED N ACCORDANCE WTH OSHA $1910.335(b)$ (1) AND SAFET AND
ACCIDENT PREVENTION TAGS SHALL BE USED WHERE NECESARY TO WARN

7. ELECTRRCAL COMPONENTS SHAL BE CLEARTY LABELED MTH PLASTC TAPE PER COOL SCHEDLE. EOUPMENT SHALL BE LABELED MTH THER VOLTAGE
RATNG, PHASE CONFIGRATON, WRE CONFIGURATON, POWER OR AMPACITY RATING, PHASE CONFGGRATIN, WRE CONFIGURATON, POWER OR AMPACCIT
RATING AND BRANCH CIRCUIT IO NUMBERS (I.I. PANEL BOARD AND CIRCUIT RATING
DO's).
8. PANEL Boards (id numbers) and internal circuit breakers (circuit id

NUMBERS) SHALL be clearly Labeled wit plastic Labels.
9. TIE WRAPS SHAL BE CUT FLUSH WTH APPROVED CUTTING TOOL TO
10. POWER, CONTROL AND EOUIPMENT GROUND WIRING IN TUBING OR CONDUUT SHALL BE SINGLE CONDUCTOR (14 AWG OR LARGER), 600 V , OIL RESIITAN ORY) OPERATION LISTED OR LABELED FOR THE LOCATION AND RACEWAY ORY ( PPERATION LSTTED OR LABELED FOR TH.
SYSTEM USED UNLESS OTHR MSE SPECFIFED.
11. SUPPLEMENTAL EQUIPMENT GROUND WRING LOCATED INDOORS SHALL BE

 (WET AND DRY) OPERAATON LSTED OR LABELED FOR THE
RACEWAY SYSIEM USED UNLESS OTHERMSE SPECIFED.
12. POWER AND CONTROL MRRNG, NOT IN TUBING OR CONDUT, SHALL BE MULIT-CONDUCTOR, TYPE TC CABLE ( 14 AWG OR LARGER), 600 V , OL
RESISTANT THWN- 2 , CLASS B STRANED COPPER CABLE RATED FOR $90^{\circ} \mathrm{C}$ (WET AND DRY) OPERATION WTH OUTER JACKET LISTED OR LABELED FOR
THE LOCATION USED UNLESS OTHERWSE SPECFIFED
13. POWER AND GROUNDING CONNECTIONS SHALL BE CRIMP-STYLE, COMPRESSION WRE LUGS AND WRE NUTS B THOMAS AND BETTSS (OR
APPROVED EOUIVALENT). APPROVED EQUVALENT). LUGS AND MRE NUTS SHALL BE R
OPERATON AT NO LESS THAN $75^{\circ} \mathrm{C}$ ( $90^{\circ} \mathrm{C}$ IF AVALLABLE).
14. RACEWAY AND CABLE TRAY SHALL BE LISTED OR LABELED FOR ELECTRICAL

16. ELECTRICAL METALLC TUBBN (EMT), SHALL BE USED FOR CONCEALED
7. GALVANIZED STEEL RIGID METAL CONOUIT (RMC) SHALL BE USED FOR
18. RIGID NONMETALLIC CONDUIT (I.E. RIGID PVC SCHEDULE 40 OR RIGID PVC SCHEDULE 80) SHALL BE USED UNDERGROUND; DIRECT BURIED, IN AREAS OF OCCASIONAL LIGHT VEHICLE TRAFFIC OR ENCAS
CONCRETE IN AREAS OF HEAVY VEHICLE TRAFFIC.
19. LIQUID-TIGHT FLEXIBLE METALLIC CONDUIT (LLQUID-TITE FLEX) SHALL BE
USED INDOORS AND OUTDOORS, WHERE VBRATION OCCURS OR FLEXIBLITY IS NEEDED. COMPRESSION-TYPE AND APPRO
FITTINGS ARE NOT ACCEPTABLE.
21. CABINETS, BOXES AND WIRE WAYS SHALL BE LABELED FOR ELECTRICAL USE
22. WIREWAYS SHALL BE EPOXY-COATED (GRAY) AND ING COVER, DESIGNED TO SWING OPEN DOWNWARDS; SHALL BE PANDULIT TYPE E (OR EQUIVALENT); AND RATED NEMA 1 INTERIOR, NEMA 3 EX EXTERIOR (OR ETTER).
23. EQUIPMENT CABINETS, TERMINAL BOXES, JUNCTIN BOXES AND PULL BOXES
SHALL BE GALVANIZED OR EPOXY-COATED SHEET METAL. SHALL MEET OR EXCEED UL 50 AND RATED NEMA 1 (OR BETTER) INDOORS OR NEMA $3 R$ (OR BETTER) OUTDOORS
24. METAL RECEPTACLE, SWITCH AND OUTDOOR OUTLETS/DEVCE BOXES SHALL XCEED UL 514A AND NEMA OS 1; AND RATED NEMA SR EXTERIOR (OR BETTER)
25. THE SUBCONTRACTOR SHALL NOTIFY AND OBTAIN NECESSARY AUTHORIZA ITN RAC POWER DSTRIBUTION PANELS. BEFORE COMMENCING WORK ON
26. THE SUBCONTRACTOR SHALL PROIDE NECESSARY TAGGING ON THE APPLICABLE CODES AND STANDARDS TO SAFEGUARD AGAINST LIFE AND PROPERTY.


SERVICE DISCONNECT LABEL

| SSC |  | ALARM |
| :---: | :--- | :--- |
| 1 | WHITE/BLUE | 3 |
| 2 | BLUE/WHITE | 3 GROUND |
| 4 | WHITE/BROWN | 7 |
| 5 | BROWN/WHITE | 7 GROUND |
| 10 | WHITE/ORANGE | 4 |
| 11 | ORANGE/WHITE | 4 GROUND |
| 13 | WHITE/GREEN | 5 |
| 14 | GREEN/WHITE | 5 GROUND |
| 16 | WHITE/BLUE 2 | 10 |
| 17 | BLUE/WHITE 2 | 10 GROUND |


| 66 BLOCK |  | DESCRIPTION | ALARM BOX |
| :--- | :--- | :--- | :--- |
| 1A | WHITE/BLUE | GEN RUNNING | 12 |
| 1B | BLUE/WHITE | GEN RUNNING | 12 GROUND |
| 2A | WHITE/ORANGE | ATS IN EMERGENCY POSITION | 11 |
| 2B | ORANGE/WHITE | ATS IN EMERGENCY POSITION | 11 GROUND |
| 3A | WHITE/GREEN | GEN FAIL TO START | 6 |
| 3B | GREEN/WHITE | GEN FAIL TO START | 6 GROUND |
| 13A | WHITE/BROWN | LOSS OF SURGE | 2 |
| 13B | BROWN/WHITE | LOSS OF SURGE | 2 GROUND |

(1) ALARM CABLING

SCALE: NONE
 METER PEDESTAL

(A)
(A) EXISTIE


## KEY NOTES:

(1) EXISTING T-MOBILE PPC ELEC SERVICE: 2" $\varnothing$ CONDUIT; G.C. SHALL VERIFY SIZE \& CONDITION
(2)
proposed t-mobile cabinet elec (3) $3 / 0$ AWG CU, (1) 2 AWG CU GND, 2 SEALTIGHT. (PHASE CONDUCTORS \& GROUND SHALL BE SIZED AND TERMINATE PER MANUFACTURER SPECIFICATIONS) APPROX CONDUIT LENGTH $=20^{\circ}$
(3) T-MOBIL CAT 5e OR EQUAL, $1-1 / 4$ " $\varnothing$ SEALTIGHT APPROX CONDUIT LENGTH = $20^{\prime}$SERVICE:- -48 VDC FROM SSC IN $1-1 / 4^{\prime \prime} \varnothing$ PPROX
APPROX CONDUIT LENGTH $=20^{\circ}$
(5) EXISTING T-MOBILE RAC24 COMM DEMARC.
(6) PROPOSED DELTA HPL3 SSC, AND LB3
(7) PROPOSED T-MOBILE FIEER JUMPERS
ROUTED $\operatorname{NSIDEE} 2^{\prime \prime} \phi$ SEALTIGHT ROUTED
FROM SSC TO LOWER COVPs; INSTALL J-BOX AS REQUIRED.

EXISTING T-MOBILE 6 AWG
STRANDED, GREEN INSULATED COPPER GROUND WIRE TO GROUNDING SYSTEM; G.C. TO
(8) PROPOSED T-MOBILE DC POWER CABLES ROUTED INSIDE $2^{\text {n }} \Phi$ SEALTIGHT ROUEED FROM SSC TO LOWER COVPS; INSTALL J-BOX AS REQUIRED.PROPOSED T-MOBILE 2 AWG SOLID
TINNED BCW BELOW TO GND SYSTEM(0) G.C. SHALL BOND CHASSIS OF AWG SOLID TINNED BCW
11) PROPOSED T-MOBILE 6 AWG STRANDED, GREEN INSULATED COPPER GROUND WIRE T
GROUNDING SYSTEM
(12) G.C. SHALL BOND INTERNAL BUSS stranded insulated green gnd WRE
(13) (1) PROPOSED T-MOBILE 4"ø RIGID CONDUIT (WATER-TIGHT) FOR
ROUTING BATTERY CABLES TO SSCEXISTING INCOMING ELECTRICAL VERIFY (SEE NOTES THIS SHEET)


EXISTING T-MOBILE METER \& DISCONNECT, PROTECT DURING
CONSTRUCTION; CONTRACTOR FIELD VERIFY (SEE NOTES THIS SHEET)EXISTING T-MOBILE 2 AWG SOLID SYSTEM; G.C. TO VERIFY SIZE \& CONDITION
(18) EXISTING CIENA/MMP
(19) EXISTING CONDUIT FROM COMM. UTLLITY
FRAME
(20) G.C. SHALL INSTALL NEW 2 POLE 200A BREAKER IN MAIN
21) G.C. SHALL INSTALL NEW CONDUIT TO EXISTING FIBER BACKHAUL ROUTE. G.C. MUST COORDINATE WITH T-MOBILE CM TO IDENTIFY
FIBER INTERCEPT LOCATION. G.C SHALL INSTALL NEW TEMPORARY CONDUT BETWEEN THE RAC24 AND THE EXISTING SSC. G.C. SHALL
INSTALL NEW FIBER JUMPER FROM INSTALL NEW FIBER JUMPER FROM
EXISTING SSC THROUGH RAC24 TO EXITIING SSC THROUGH RAC24 TO
NEW HPLS WHEN CSR IS RELOCATED TO HPLZ. NEW FIIER JUMPER CAN BE RE-USED WHEN FIBER PROVID
RELOCATES NID TO RAC24. G.C. SHALL PROVIDE TELCO READY PICTURES TO BE SUPPLIED TO THE
FIBER BACKHAUL PROVIDER G. FIBER BACKHAUL PROVIDER.
SHALL REMOVE TEMPORARY CONDUIT AND EXISTING SSC AFTER FIBER PROVIDER RELOCATES NID TO RAC24. G.C. MUST COORDIN REMOVING CABINETS
 XISTING GROUNDING
RIOR TO START OF ONSTRUCTION \& SHALL NOTIFY T-MOBUE CM w/DISCREPANCIES.
2. CONTRACTOR SHALL INSTALL ROPOSED EQUIPMENT PER

PROPOSED T-MOBILE CONDUITS Shall have pull cords.
4. CONTRACTOR SHALL VERIFY ELECTRIIAL SERICE EQUIP
CONDITON, WRING, SIZE \&
CAPACITY, ETC. AND SHALL NOTIFY -MOBILE CM PRIOR TO SERVICE PLACEMENT, AND WIRING
5. CONDUITS AT GRADE TO INCLUDE CONDUITS AT GRADE TO INCLL
A PVC EXPANSION COUPLNG (TYPICAL).
6. SEE PLAN FOR EQUIPMENT CONDUIT/CABLE LENGTHS. G.C. SHALL VERIFY THE
EXISTING T-MOBILE METER AND G.C. Shall label t-mobile's METER WITH AN OUTDOOR RATED LABEL. LABEL SHALL
PER T-MOBILE STANDARDS.
SERVICE NOTES:

1. SERVICE POWER ShaLl be (120/240VAC, 200A, $1 \varnothing$, 3W) OR (208/120VAC, 200A, $3 \varnothing$, $4 W$ ) CONTRACTOR SHALL ADJUST FEEDER AND CIRCUIT ACCORDINGLY AS PLANS ARE NOTED FOR ( $120 / 240 \mathrm{VAC}, 200 \mathrm{~A}, 19,3 \mathrm{~S})$.
2. CABLE SIZES SHALL BE ADUSTED TO COMPENSATE FOR VOLTAGE DROP IF LONGER THAN 180 FT . VERIFY CONDUIT SIZE WHEN
3. FOR COMPLETE INTERNAL WIRING AND ARRANGEMENT REFER TO VENDOR PRINTS PROVIDED BY MANUFACTURER.
4. CONDUITS ROUTED BELOW GRADE NEAR ACCESS DRIVE OR WTH/IN COMPOUND SHALL BE SCHEDULE 80 PVC (U.N.O.)



Site: DM1403A
Market: Bes Moines, MTA

## Tower Lease with Option

THIS TOWER LEASE WITH OPTION AGREEMENT (this "Lease") is effective this 21st day of October, 1996, between, the City of Polk City, Iowa, ("Landlord"), and Western PCS I Corporation, a Delaware corporation ("Tenant").

## 1. Option to Lease.

(a) In consideration of the payment of Three Thousand Dollars ( $\$ 3,000.00$ ) (the "Option Fee") by Tenant to Landlord, Landlord hereby grants to Tenant an option to lease the use of a portion of the tower and real property described in attached Exhibit A (the "Property"), on the terms and conditions set forth herein (the "Option"). The Option shall be for an initial term commencing on the date hereof and ending at 12:00 AM on the 21st day of October, 1997 (the "Option Period"). The Option Period may be extended by Tenant for an additional 12 months upon written notice to Landlord and payment of the sum of Eight Hundred Dollars ( $\$ \underline{800.00}$ ) ("Additional Option Fee") at any time prior to the end of the Option Period.
(b) During the Option Period and any extension thereof, and during the term of this Lease, Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises from all applicable government and/or regulatory entities (the "Governmental Approvals") including appointing Tenant as agent for all conditional-use permit applications and zoning change applications, and Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, zoning approvals and variances, conditional-use permits, perform surveys, soil tests, and other engineering procedures or environmental investigations on, under and over the Property, necessary to determine that Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system design, operations and Governmental Approvals. During the Option Period and any extension thereof, Tenant may exercise the Option by so notifying Landlord in writing, at Landlord's address in accordance with Section 12 hereof.
(c) If Tenant exercises the Option, then, subject to the following terms and conditions, Landlord hereby leases to Tenant (the "Lease") the use of that portion of the tower and Property, together with easements for access and utilities, described and depicted on attached Exhibit B (collectively referred to hereinafter as, the "Premises").

The Premises, located on the Polk City Water Tower located at 401 Booth Street, Polk City, Polk County, IA, 50226.
2. Term. The initial term of this Lease shall be five years commencing on the exercise of the option by Tenant, ("the Commencement Date"), and terminating at Midnight on the last day of the month in which the fifth annual anniversary of the Commencement Date shall have occurred.
3. Permitted Use.
(a) The Premises may be used by Tenant for,ameng other things, the transmission and reception of radio communication signals and for the construction, maintenance, repair or replacement of related facilities, towers, antennas, equipment or buildings and related activities. Tenant shall obtain, at Tenant's expense, all Governmental Approvals and may (prior to or after the Commencement Date) obtain a title report, perform environmental and other surveys, soil tests, and other engineering procedures on, under and over the Property, necessary to determine that Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations and Governmental Approvals. Landlord agrees to reasonably cooperate with Tenant (at no cost to Landlord), where required, to perform such procedures or obtain Governmental Approvals. If necessary, Tenant has the right to immediately terminate this Lease if Tenant notifies Landlord of unacceptable results of any title report, governmental approvals, environmental survey or soil tests prior to Tenant's installation of the Antenna Facilities (as defined below) on the Premises.
(b) Landlord represents to Tenant that in light of the Tenant's Antenna Facilities being attached to a current structure of Landlord, that Tenant does not have to proceed with further zoning or permitting applications, as none such requirements apply. Tenant has, therefore, complied with any and all requirements concerning the Antenna Facilities that Landlord requires.
4. Rent.
(a) Tenant shall pay Landlord, as Rent, Seven Hundred Fifty Dollars ( $\$ 750.00$ ) per month ("Rent"). Rent shall be payable in advance beginning on the Commencement Date for the remainder of the month in which the Commencement Date falls and for the following month, and thereafter rent will be payable monthly in advance on the fifth day of each month for the following month to the City of Polk City, Iowa, at Landlord's address specified in Section 12 below. For the purpose of this Lease, all references to "month" shall be deemed to refer to a calendar month. If the Commencement Date does not fall on the fifth day of the month, then Rent for the period from the Commencement Date to the last day of the following month shall be prorated based on the actual number of days from the Commencement Date to the last day of the following month. In addition to rent, Tenant shall provide Landlord with ten (10) PCS phones, activated at Tenant's cost, for use during the term of this Lease or any extension thereof. All cost associated with the use of the PCS service will be paid by Landlord.
(b) If this Lease is terminated at a time other than on the last day of a month, Rent shall be prorated as of the date of termination for any reason other than a default by Tenant, and all prepaid Rents shall be refunded to Tenant.
5. Renewal. Tenant shall have the right to extend this Lease for five additional, five-year terms ("Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth herein, except that rent shall be increased by fifteen percent ( $\mathbf{1 5 \%}$ ) of the rent paid over the preceding term.

This Lease shall automatically renew for each successive Renewal Term unless Tenant shall notify Landlord, in writing, of Tenant's intention not to renew this Lease, at least 60 days prior to the expiration of the term or any Renewal Term.

If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.
6. Interference. Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord, or tenants or licensees of Landlord, with rights to the Property prior in time to Tenant's (subject to Tenant's rights under this Lease, including without limitation, non-interference). Similarly, Landlord shall not use, nor shall Landlord permit its tenants, lieensees, employees, invitees or agents to use, any portion of Landlord's properties in any way which interferes with the operations of Tenant. Further, Landlord shall not permit its future Tenants or licensees, if any, to use any portion of Landlord's properties in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference or for taking action to terminate said interference with thirty (30) days of sending of the written notice. In the event any such interference does not cease promptly, within the thirty day period following the written notice, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice.

## 7. Improvements; Utilities; Access.

(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities, including without limitation any number of radio transmitting and receiving antennas, and an electronic equipment shelter (collectively the "Antenna Facilities"). The Antenna Facilities shall be initially configured generally as set forth in Exhibit C. Tenant shall have the right to replace or upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. The Antenna Facilities shall remain the exclusive property of Tenant. Tenant shall have the right to remove the Antenna Faeilities upen termination of this Lease. Upon termination of this Lease, Tenant shall remove its Antenna Facilities,
base transceiver station and any other equipment associated with its use of the Premises, at Tenant's expense, and shall restore the surface area of the Premises to its original condition or as near to its original condition as is reasonably practicable.
(b) Tenant, at its expense, may shall use any and all appropriate means of restricting access to the Antenna Facilities, including, the construction of a fence which construction and placement of the fence shall be coordinated by Tenant with Landlord so as not to interfere with Landlord's or existing Tenant's use of the Property.
(c) Tenant shall pay any additional utilities charges due to Tenant's use. Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Premises (including, but not limited to the installation of emergency power generators). Landlord hereby grants an easement to permanently place any utilities on, or to bring utilities across, the Property in order to service the Premises and the Antenna Facilities.
(d) As partial consideration for rent paid under this Lease, Landlord hereby grants Tenant an easement ("Easement") for ingress, egress, and access (including access as described in section 1) to the Premises adequate to service the Premises and the Antenna Facilities at all times during the term of this Lease or any Renewal Term. Upon prior written notice, Landlord shall have the right, at Landlord's sole expense, to relocate the Easement to Tenant, provided such new location shall not materially interfere with Tenant's operations. Any Easement provided hereunder shall have the same term as this Lease.
(e) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the term of this Lease and any Renewal Term.
8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:
(a) upon thirty (30) days written notice by Landlord for failure to cure a material default for payment of amounts due under this Lease within that 30-day period;
(b) upon thirty (30) days written notice by either party if the other party defaults and fails to cure such default within that 30 -day period, or such longer period as may be required to diligently complete a cure commenced within that 30-day period;
(c) upon ninety (90) days written notice by Tenant, if it is unable to obtain, maintain, or otherwise forfeits or cancels any license, permit or Governmental Approval necessary to the construction and/or operation of the Antenna Facilities or Tenant's business;
(d) upon ninety (90) days written notice by Tenant if the Premises are or become unacceptable under Tenant's design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong;
(e) immediately upon written notice if the Premises or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate continue until the Premises and/or Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction;
(f) at the time title of the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power, shall be treated as a taking by condemnation.
(g) Landlord may terminate this Lease at any time after the initial five (5) year term by giving Tenant 180 days written notice.
9. Taxes. Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Antenna Facilities. Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Property and the Building. In the event that Landlord fails to pay said real property taxes, then Tenant shall have the right to pay but not obligation to pay said taxes and deduct them from Rent amounts due under this agreement.
10. Insurance and Subrogation.
(a) Tenant will provide Commercial General Liability Insurance in an aggregate amount of $\$ 1,000,000$ and name Landlord as an additional insured on the policy or policies. Tenant may satisfy this requirement by obtaining appropriate endorsement to any master policy of liability insurance Tenant may maintain.
(b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.
11. Hold Harmless. Tenant agrees to hold Landlord harmless from claims arising from the installation, use, maintenance, repair or removal of the Antenna Facilities, except for claims arising from the negligence or intentional acts of Landlord,
its employees, agents or independent contractors. Tenant further agrees to hold Landlord harmless for any consequential or incidental damages including lost profits.
12. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to Tenant, to:
Western PCS I Corporation
Attn.: PCS Leasing Administrator
2001 NW Sammanish Rd.
Issaquah, WA 98027
Phone: (206) 313-5200 wg. \#
Fax: (206) 313-5520

If to Landlord to:
City of Polk City, Iowa
112 3rd Street, P.O. Box 426
Polk City, IA 50226
Phone: (515) 984-6233
Fax: (515) 984-6403
with a copy to:
Western PCS I Corporation
Attn.: Legal Department 2001 NW Sammanish Rd. Issaquah, WA 98027
Phone. (206) 313-5200
Fax: (206) 313-5520
with a copy to:
Brick, Gentry, Bowers, Swartz, Stole, Schuling \& Levis, P.C.
Attn.: Amy Beattie
39th \& Ingersoll
350 Thirty-ninth Street, Suite 200
Phone: (515) 274-1450
Fax: (515) 274-1488
13. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute this Lease; (ii) it has good and unencumbered title to the Premises free and clear of any liens or mortgages, except those disclosed to Tenant which will not interfere with Tenant's rights to or use of the Premises; (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord.

Landlord covenants that at all times during the term of this Lease, Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.
14. Environmental Laws. Tenant represents, warrants and agrees that it will conduct its activities on the Property in compliance with all applicable Environmental Laws (as defined in attached Exhibit D). Landlord represents, warrants and agrees that it has in the past and will in the future conduct its activities on the Property in compliance with all applicable Environmental Laws and that the Property is free of Hazardous Substance (as defined in attached Exhibit D) as of the date of this Lease.

Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any Environmental Laws or common law, of all spills or other releases of Hazardous Substance, not caused solely by Tenant, that have occurred or which may occur on the Property. Tenant shall be responsible for its proportionate share of the costs, if any, which arise from Tenant's activities on the Premises.

Tenant agrees to defend, indemnify and hold Landlord harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that Landlord may suffer due to the existence or discovery of any Hazardous Substance on the Property or the migration of any Hazardous Substance to other properties or release into the environment arising solely from Tenant's activities on the Property. Tenant shall be responsible for its proportionate share of the environmental costs, if any, which arise from Tenant's activities on the Premises.

Landlord agrees to defend, indemnify and hold Tenant harmless from and against any all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that Tenant may suffer due to the existence or discovery of any Hazardous Substance on the property or the migration of any Hazardous Substance to other properties or released into the environment, that relate to or arise from Landlord's activities during this Lease and from all activities on the Property prior to the commencement of this Lease.

The indemnifications in this section specifically include without limitation costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority.
15. Assignment and Subleasing. Tenant may assign this Lease upon written notice to Landlord, to any person controlling, controlled by, or under common control with Tenant, or any person or entity that, after first receiving FCC or state regulatory agency approvals, acquires Tenant's radio communications business and assumes all obligations of Tenant under this Lease. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Tenant may sublease the Premises, upon written notice to Landlord, only if such sublease is subject to the provisions of this Lease. Tenant may otherwise assign this Lease upon written approval of Landlord, which approval shall not be unreasonably delayed or withheld.

Additionally, Tenant may, upon notice to Landlord, mortgage or grant a security interest in this Lease and the Antenna Facilities, and may assign this Lease and the Antenna Facilities to any mortgagees or holders of security interests, including their successors or assigns, (hereinafter collectively referred to as "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease. In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Landlord agrees to notify Tenant and Tenant's Mortgagees
simultaneously of any default by Tenant and to give Mortgagees the same right to cure any default as Tenant or to remove any property of Tenant or Mortgagee located on the Premises, except that the cure period for any Mortgagee shall not be less than thirty (30) days after receipt of the default notice, as provided in Section 8 of this Lease. All such notices to Mortgagees shall be sent to Mortgagee at the address specified by Tenant upon entering into a financing agreement. Failure by Landlord to give Mortgagee such notice shall not diminish Landlord's rights against Tenant, but shall preserve all rights of Mortgagee to cure any default and to remove any property of Tenant or Mortgagee located on the Premises, as provided in Section 17 of this Lease.
16. Successors and Assigns. This Lease shall run with the Property, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.
17. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof which shall be deemed personal property for the purposes of this Lease, regardless of whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Lender the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Lender's sole discretion and without Landlord's consent.
18. Miscellaneous.
(a) The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.
(b) Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.
(c) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.
(d) If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker, and shall hold the other party harmless from any claims for commission by such broker.
(e) Each party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease in substantially the form as attached in Exhibit E) necessary to protect its rights or use of the Premises. The Memorandum of Lease may be recorded in place of this Lease, by either party.
(f) This Lease shall be construed in accordance with the laws of the state in which the Property is located.
(g) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect. The parties intend that the provisions of this Lease be enforced to the fullest extent permitted by applicable law. Accordingly, the parties shall agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.
(h) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.
(i) The submission of this document for examination does not constitute an offer to lease or a reservation of or option for the Premises and shall become effective only upon execution by both Tenant and Landlord.
(j) This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.
(k) The parties understand and acknowledge that Exhibit A (the legal description of the Property), Exhibit B ( the Premises location within the Property) and Exhibit C (the site plan) may be attached to the Lease in preliminary form. Accordingly, the parties agree that upon preparation of final, more complete exhibits, Exhibits A, B and/or C, as the case may be, which may have been attached hereto in preliminary form, may be replaced by Lessee with such final, more complete exhibits(s), provided, however, said exhibits must be approved by Landlord in the event that the final exhibit changes in substances from the preliminary exhibit.

The Execution Date of this Lease is the $\qquad$ day of October, 1996.

LANDLORD: City of Polk City, Iowa

M.E. Burton

Its: Mayor
by: Deanna Season
Deanna Deason
Its: County Clerk
Tax ID \# 42-1019654

TENANT:


## ACKNOWLEDGMENT

## STATE OF IOWA ) <br> ) SS. <br> COUNTY OF POLK )

On this 21 st day of October, 1996, before me, a Notary Public in and for the State of Iowa, personally appeared M.E. Burton, and Deanna Deason, to me personally known, and who, being by me duly sworn, did say that they are the Mayor, and City Clerk respectively, of the City of Polk City, Iowa, a municipal corporation; that the seal affixed to the forgoing instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. 96.47 on the 21 st day of October, 1996, and that M.E. Burton and Deanna Deason acknowledged the execution of the instrument to be their voluntarily act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.


My Commission expires: $\qquad$

## ACKNOWLEDGMENT

## STATE OF WASHINGTON ) COUNTY OF KING ) <br> ss:

On this 28 day of octoler 1996 , before me personally appeared Dava a nueler known to me to be the of Western PCS I, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath, stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.


## EXHIBIT A

## Legal Description

To the Tower Lease with Option dated the 21st day of October, 1996, between the City of Polk City, Iowa, as Landlord, and Western PCS I Corporation, as Tenant.

The Property is legally described as follows:

Tax Parcel ID\#: 26-1-00328-000-000 \& 26-1-00330-000-000

The Southeasterly 50.0 feet of Lot 3, all of Lot 4, and the Northwesterly 143.5 feet of Lot 5, Block "F", Wahkonsa, of the official Plat of the North Fractional One Half of Section 2, T80NR25 West of the 5th P.M., Polk County, Iowa

## EXHIBIT B

## Premises Location Within the Property

To the Tower Lease with Option dated the 21st day of October, 1996, between the City of Polk City, Iowa, as Landlord, and Western PCS I Corporation, as Tenant.

The location of the Premises (including easements) within the Property is more particularly described or depicted as follows:


| Stumbo and AssociatesLend gurvey 2 ng . Inc. | LEASE | area plan cell site WESTERN PCS I CORP 3580 109TH ST. NW DES MOINES. IOWA 50322 | DM-1403A <br> 2 |
| :---: | :---: | :---: | :---: |
| Stumbo and Associates-Land Surveying. Inc. <br> Ph.4 (515) 233-3689 Fax (515) 233-4403. |  | Box 1664. . 110 Ames. Iowa | North Duff |

## EXHIBIT C

## Site Plan

To the Tower Lease with Option dated the 21st day of October, 1996, between the City of Polk City, Iowa as Landlord, and Western PCS I Corporation, as Tenant.

## Site Plan and Equipment:



## EXHIBIT D

## Environmental Laws

To the Tower Lease with Option dated the 21st day of October, 1996, between the City of Polk City, Iowa, as Landlord, and Western PCS I Corporation, as Tenant.

As used in this Lease, "Environmental Laws" means all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. $\S \S 6901$, et seq., the Clean Air Act, 42 U.S.C. $\S \S 7401$, et seq., the Federal Water Pollution Control Act, 33 U.S.C. $\S \S 1251$, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 , et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §§ 2701, et seq., the Hazardous Materials Transportation Act, 49 U. S. C. $\S 1801$ et seq., the Safe Drinking Water Act, 42 U.S.C. $\S \S 300 \mathrm{f}$ et seq., and state laws, or any other comparable local, state or federal statute or ordinance pertaining to the environment or natural resources and all regulations pertaining thereto.

As used in this Lease, "Hazardous Substance" means any hazardous substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended from time to time; any hazardous waste as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time; any and all material or substance defined as hazardous pursuant to any federal, state or local laws or regulations or order; and any substance which is or becomes regulated by any federal, state or local governmental authority; any oil, petroleum products and their by-products.

## EXHIBIT E

## Memorandum of Lease

To the Tower Lease with Option dated the 21st day of October, 1996, between the City of Polk City, Iowa, as Landlord, and Western PCS I Corporation, as Tenant.

After recording, please return to:

> Western PCS I Corporation
> Attn.: PCS Leasing Administrator
> 2001 NW Sammanish Rd.
> Issaquah, WA 98027
> Phone: (206) $313-5200$
> Fax: (206) $313-5520$

Site Identification: DM1403A
Market: Des Moines, MTA
Memorandum of Lease Between the City of Polk City, Iowa ("Landlord") and
Western PCS I Corporation ("Tenant") Western PCS I Corporation ("Tenant")

A Tower Lease with Option between the City of Polk City, Iowa, ("Landlord") and Western PCS I Corporation ("Tenant") was made regarding the following premises:

## See attached exhibit A

The date of execution of the Tower Lease with Option was the 21st day of October, 1996. Subject Lease is for a term of five (5) years and will commence on the day of $\qquad$ , 1996, (the "Commencement Date") and shall terminate at midnight on the last day of the month in which the 5th anniversary of the Commencement Date shall have occurred. Tenant shall have the right to extend this Lease for five additional five year terms. Landlord may terminate this lease at anytime after the initial five (5) year term by giving Tenant 180 days written notice.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum this $2 /$ day of $\qquad$ 1996.

## LANDLORD: City of Polk City, Iowa



Its: Mayor
By: Alannw Season Deanna Deacon

Its: County Clerk
Tax ID \# 42-1019654

TENANT:



## ACKNOWLEDGMENT

STATE OF IOWA

## COUNTY OF POLK

)
) SS.
)

On this 21 st day of October, 1996, before me, a Notary Public in and for the State of Iowa, personally appeared M.E. Burton, and Deanna Deason, to me personally known, and who, being by me duly sworn, did say that they are the Mayor, and City Clerk respectively, of the City of Polk City, Iowa, a municipal corporation; that the seal affixed to the forgoing instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. 96. $\qquad$ on the 21 st day of October, 1996, and that M.E. Burton and Deanna Deason acknowledged the execution of the instrument to be their voluntarily act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC in and for the State Iowa
My Commission expires: $\qquad$

STATE OF WASHINGTON )
) ss : COUNTY OF KING )

On this 28 day of october
appeared ald, a
, 19.
, before me personally
known to me to be the $\mathrm{VICl} T$ TOOCN of Western PCS I, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath, stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.





Kay marie fictional

$$
773-444-
$$

$$
5457
$$ Lase a ain

## City of Polk City, Iowa

City Council Agenda Communication

| Date: | September 26, 2022 City Council Meeting <br> To: |
| :--- | :--- |
| From: | Mayor Steve Karsjen \& City Council |
| Chelsea Huisman, City Manager |  |

BACKGROUND: For the City Council's consideration is the request to release a development agreement between the City and Deer Haven Land Company. This developer has completed all of the requirements related to public improvements for the subdivision project, known as Deer Haven. The development agreement outlined outstanding items from the project that were required to be completed.

The request to release the development agreement was made by a builder looking to develop on 2 of the lots. This request has occurred more frequently. We will look for better ways to address these requests in a more timely manner.

The City Attorney has reviewed the request, and City staff recommends the release of the development agreement.

ALTERNATIVES: Do not approve

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

RECOMMENDATION: It is my recommendation that the Council approve the release of the development agreement with the developer.

## EXHIBIT C <br> CERTIFICATE OF COMPLETION OF PUBLIC IMPROVEMENTS

WHEREAS, the City of Polk City, Iowa ("City") and Deer Haven Land Company, L.L.C., an Iowa limited liability company, having an office for the transaction of business at 9550 Hickman Road, Ste. 101, Clive, Iowa ("Developer"), did on or about the $\qquad$ day of
$\qquad$ , make, execute and deliver, each to the other, an Agreement for Private $\qquad$
Development ("Agreement"), wherein and whereby the Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

Deer Haven Plats 1 \& 2:
Lots Three (3) and Four (4) in the Official Plat of the Northwest Fractional Quarter (NW Frl 1/4) and North Half (N 1/2) of the Southwest Quarter (SW 1/4) of Section 1, Township 80 North, Range 25, West of the 5th P.M., except that part beginning at the Southwest corner of said Lot 3, thence North 1288.53 feet to the centerline of Highway 415, thence Northwesterly 461.11 feet, thence Southwesterly 215.68 feet, thence Southeasterly 163.46 feet, thence Southeasterly 150.79 feet, thence Southerly 311.4 feet, thence Southeasterly 369.6 feet, thence Southerly 533.5 feet, thence East 85 feet to the point of beginning, now included in and forming a part of the City of Polk City, Polk County, Iowa; and,

A tract of land located in Lots 5 and 7 of the Official Plat of the Northwest Fractional $1 / 4$ and the North $1 / 2$ of the Southwest $1 / 4$ and in the West $1 / 2$ of the Northeast $1 / 4$ all of which is in Section 1, Township 80 North, Range 25 West of the 5th P.M., Polk City, Polk County, Iowa. Said tract of land being more particularly described as follows:

Beginning at the Southeast Corner of said Lot 5; thence N00²4'14" E, 58.65 feet along the East Line of said Lot 5; thence N4906' 11 " E, 240.21 feet; thence N26 ${ }^{\circ} 03^{\prime} 37^{\prime \prime} \mathrm{W}, 235.26$ feet; thence $\mathrm{N} 83^{\circ} 42^{\prime} 18^{\prime \prime} \mathrm{W}, 542.39$ feet; thence N50 ${ }^{\circ} 48^{\prime} 37^{\prime \prime}$ W, 640.00 feet; thence S $38^{\circ} 29^{\prime} 53^{\prime \prime}$ W, 102.00 feet to the North Right-of-way Line of Broadway as it is presently established; thence $\mathrm{S} 51^{\circ} 1303.31$ feet along said North Right-of-way Line to the Southeast Corner of said Lot 5 and to the Point of Beginning.

Said tract of land subject to all easements of record.

Deer Haven Plat 3
A tract of land located in Lots 5 and 7 of the Official Plat of the Northwest Fractional $1 / 4$ and the North $1 / 2$ of the Southwest $1 / 4$ and in the West $1 / 2$ of the Northeast $1 / 4$ all of which is in Section 1, Township 80 North, Range 25 West of
the 5th P.M., Polk City, Polk County, Iowa. Said tract of land being more particularly described as follows:

Beginning at the Southeast Corner of said Lot 5; thence N00 ${ }^{\circ} 24^{\prime} 144^{\prime \prime} \mathrm{E}, 58.65$ feet along the East Line of said Lot 5; thence N490ㅇ'11" E, 240.21 feet; thence N26 ${ }^{\circ} 03^{\prime} 37^{\prime \prime}$ W, 235.25 feet; thence N83 ${ }^{\circ} 42^{\prime} 18^{\prime \prime}$ W, 542.39 feet; thence N50 ${ }^{\circ} 48^{\prime} 37^{\prime \prime}$ W, 640.00 feet; thence S $38^{\circ} 39^{\prime} 53^{\prime \prime}$ W, 102.00 feet to the North Right-of-way Line of Broadway as it is presently established; thence $\mathrm{S} 51^{\circ} 30^{\prime} 07^{\prime \prime} \mathrm{E}$, 1303.31 feet along said North Right-of-way Line to the Southeast Corner of said Lot 5 and to the Point of Beginning.

Said tract of land subject to all easements of record.
Said tract of land contains 5.43 acres more or less.
(the "Development Property"); and
WHEREAS, the Agreement incorporated and contained certain covenants and restrictions with respect to the development of the Development Property, and obligated the Developer to construct certain Public Improvements (as defined therein) in accordance with the Agreement; and

WHEREAS, the Developer has to the present date performed said covenants and conditions insofar as they relate to the construction of said Public Improvements in a manner deemed by the City to be in conformance with the approved building plans to permit the execution and recording of this certification.

NOW, THEREFORE, pursuant to Section 3.4 of the Agreement, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of the Developer, and its successors and assigns, to construct the Public Improvements on the Development Property have been completed and performed by the Developer and are hereby released absolutely and forever terminated insofar as they apply to the land described herein. The County Recorder of Polk County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of said Agreement with respect to the construction of the Public Improvements on the Development Property.

All other provisions of the Agreement shall otherwise remain in full force and effect until termination as provided therein.
[Remainder of this page intentionally left blank. Signature pages to follow.]

By: $\qquad$
Steve Karsjen, Mayor
ATTEST:

By:
Jenny Coffin, City Clerk

STATE OF IOWA )
) SS
)

On this $\qquad$ day of $\qquad$ , 2017, before me a Notary Public in and for said State, personally appeared Steve Karsjen and Jenny Coffin, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Polk City, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa
[Signature page to Certificate of Completion - City of Polk City, Iowa]

September 21, 2022
Honorable Mayor and City Council
City of Polk City
PO Box 426
Polk City, Iowa 50226

## RE: APPROVAL OF CONSTRUCTION CONTRACT AND BOND WEST BRIDGE ROAD WATER MAIN LOOP PROJECT

Honorable Mayor and City Council:
The bid letting for the above referenced project was held by City Staff and Snyder \& Associates on Wedenesday, September 7, 2022. Elder Corporation was the apparent low bidder and City Council elected to award the contract in the amount of $\$ 79,200.00$.

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

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

We will be in attendance at the council meeting on September 26, 2022. Please feel free to let us know if you have any questions or need any additional information prior to the council meeting.

Sincerely
SNYDER \& ASSOCIATES, INC.


Enclosures

cc: Chelsea Huisman, City of Polk City<br>Mike Schulte, Polk City Public Works<br>Kathleen Connor, Snyder \& Associates<br>Todd Inman, Project Manager, Elder Corporation<br>Brent Thompson, Vice President of Estimating, Elder Corporation

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

AYES:

NAYES:
Whereupon, the Mayor declared the following Resolution duly adopted:
RESOLUTION NO. 2022-113
RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND.

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

Section 1. That the following bid for the construction of certain public improvements described in general as the West Bridge Road Water Main Loop Project, described in the plans and specifications heretofore adopted by this Council on September 12, 2022, by Resolution 2022-108, be and are hereby accepted, the same being the lowest responsible, responsive bid received for said work, as follows:

Contractor: $\quad$| Elder Corporation |
| :--- |
| of Des Moines, Iowa |

Date of contract: September 12, 2022
Amount of contract: $\quad \$ 79,200$
Bond surety: Merchants Bonding Company
Date of bond: $\quad$ September 12, 2022
Portion of project: All construction Work

PASSED AND APPROVED this 26th day of September 2022.

Steve Karsjen, Mayor
ATTEST:

Jenny Coffin, City Clerk

## DATE

## CONTRACT

THIS CONTRACT, made and entered into at Polk City, Iowa this $12^{\text {th }}$ day of September, 2022, by and between the City of Polk City by its Mayor, upon order of its City Council hereinafter called the "Jurisdiction," and Elder Corporation, 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 SEVENTY-NINE THOUSAND TWO HUNDRED AND NO/100 dollars (\$79,200.00) which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written notice to proceed by the Jurisdiction and to fully complete the project as follows:

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

By
(Seal)
ATTEST:
$\qquad$

FORM APPROVED BY:
CONTRACTOR


Des Moines, Iowa 50327
City, State, Zip Code

515-266-3111

## CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C 1306 - 3 4 issued by the Iowa Commissioner of Labor pursuant to Section 91C. 5 of the Iowa Code.

## 2. Out-of-State Contractors:

A. Pursuant to Section 91C. 7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. It is the contractor's responsibility to comply with said Section 91C. 7 before commencing this work.
B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

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

## CORPORATE ACKNOWLEDGMENT

State of Iowa
Polk ) SS County)

On this 12 h day of September, 2022 , before me, the undersigned, a Notary Public in and for the State of $\qquad$ , personally appeared Brent Thompson and $\qquad$ , to me known, who, being by me duly sworn, did say that they are the Vice President, and NIT , respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the corporation; that said instrument was signed (an d-seated) on behalf of the corporation by authority of this Board of Directors; that Brent Thompson and N/A acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.


## PARTNERSHIP ACKNOWLEDGMENT

## State of <br> $\qquad$ )

On this $\qquad$ day of $\qquad$ , 20 $\qquad$ , before me, the undersigned, a Notary Public in and for the State of $\qquad$ , personally appeared $\qquad$ to me personally known, who being by me duly sworn, did say that the person is one of the partners of $\qquad$ , 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 ___, $20 \_$
My commission expires

## INDIVIDUAL ACKNOWLEDGMENT

State of $\qquad$ )
) SS
County)
On this $\qquad$ day of $\qquad$ , 20 $\qquad$ before me, the undersigned, a Notary Public in and for the State of $\qquad$ , personally appeared $\qquad$ and $\qquad$ 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 ___ 20
My commission expires

## LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

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

Notary Public in and for the State of My commission expires $\qquad$ 20 $\qquad$

## 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 |  | PRICE |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| EARTHWORK |  |  |  |  |  |  |
| 2.1 | Topsoil, On-Site | CY | 149 \$ | 10.10 | \$ | 1,504.90 |
| 2.2 | Remove, Salvage, and Replace Erosion Control Rock | CY | 58 \$ | 68.50 | \$ | 3,973.00 |

TRENCH EXCAVATON AND BACKFILL

| 3.1 | Trench Compaction Testing | LS | $1 \$$ | $1,200.00$ | $\$$ |
| :---: | :---: | :---: | :---: | :---: | :---: |
| WATER MAIN AND APPURTENANCES |  |  |  | $1,200.00$ |  |


| 5.1 | Water Main, Trenched, PVC C900, 12" | LF | 252 \$ | 107.50 |  | 27,090.00 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 5.2 | Fitting, 22.5 Degree Bend, 12" | EA | 2 \$ | 1,400.00 | \$ | 2,800.00 |
| 5.3 | Fitting, 45 Degree Bend, 12" | EA | 2 \$ | 1,400.00 | \$ | 2,800.00 |
| 5.4 | Valve, Gate, 12" | EA | 1 \$ | 4,100.00 | \$ | 4,100.00 |
| 5.5 | Fire Hydrant Assembly Removal | EA | 1 \$ | 1,300.00 | \$ | 1,300.00 |
| 5.6 | Connection to Existing Water Main | EA | 1 \$ | 6,000.00 | \$ | 6,000.00 |
| STREETS AND RELATED WORK |  |  |  |  |  |  |
| 7.1 | Driveway Removal, HMA | SY | 26 \$ | 90.50 | \$ | 2,353.00 |
| 7.2 | HMA Driveway, Low Traffic, 1/2" Mix, 58-28S | SY | 26 \$ | 159.50 | \$ | 4,147.00 |
| TRAFFIC CONTROL |  |  |  |  |  |  |
| 8.1 | Temporary Traffic Signal | LS | 1 \$ | 4,700.00 |  | 4,700.00 |

## SITE WORK AND LANDSCAPING

Conventional Seeding and

| 9.1 | Fertilizing, Permanent, Type 1 | AC | 0.3 \$ | 18,000.00 | \$ | 5,400.00 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| MISCELLANEOUS |  |  |  |  |  |  |
| 11.1 | Mobilization | LS | 1 \$ | 9,800.00 | \$ | 9,800.00 |
| 11.2 | Remove, Salvage, and Reset Mailbox | EA | 1 \$ | 390.00 | \$ | 390.00 |
| 11.3 | Utility Exploration/Potholing | LS | 1 \$ | 1,642.10 | \$ | 1,642.10 |

## PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

## KNOW ALL BY THESE PRESENTS:

That we, Elder Corporation , as Principal (hereinafter the "Contractor" or "Principal" and Merchants Bonding Company (Mutual) , as Surety are held and firmly bound unto City of Polk City, lowa , as Obligee (hereinafter referred to as "the Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of SEVENTY-NINE THOUSAND TWO HUNDRED AND $\mathrm{NO} / 100$ dollars $(\$ 79,200.00)$, lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 12 h _day of September , 2022 , 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 SEVENTY-NINE THOUSAND TWO HUNDRED AND NO/100 dollars $(\$ 79,200.00)$, which is the cost associated with those items shown on the proposal and in the Contract that require a maintenance bond period in excess of one year.

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

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

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

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

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

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

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

PRINCIPAL:
Elder Corporation

By


FORM APPROVED BY:

Attorney for Jurisdiction

## SURETY:



Printed Name of Attomey-in-Fact Officer
Holmes, Murphy and Associates, LLC
Company Name
2727 Grand Prairie Parkway
Company Address
Waukee, IA 50263
City, State, Zip Code
(515) 223-6800

Company Telephone Number

## NOTE:

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

## MERCHANTS <br> BONDING COMPANYw POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC. both being corporations of the State of lowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Anne Crowner; Ashlea McCaughey; Ben Williams; Brian M Deimerly; Cameron M Burt; Cindy Bennett; Craig E Hansen; D Gregory Stitts; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Greg Krier; Jay D Freiermuth; Jennifer Marino; Jessica Jean Rini; Jessie Allen; Joe Tiernan; John Cord; Kate L Fineran; Mark R DeWitt; Mark Sweigart; Michelle R Gruis; Sara Huston; Sarah C Brown; Seth D Rooker; Stacy Venn; Tim McCulloh; Todd Bengford
their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.
This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of MerchantsNational Bonding, Inc., on October 16, 2015.
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attomeys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."
"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attomey-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attomey-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the CommissionerDepartment of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 18th day of August , 2022

STATE OF IOWA


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


COUNTY OF DALLAS ss.
On this 18th day of August 2022 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 12th day of September , 2022 .


## CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS Certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies beLow. this certificate of insurance does not constitute a contract between the issuing insurers), authorized REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements).


## COVERAGES

CERTIFICATE NUMBER: 66554975

## REVISION NUMBER

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Polk City and Snyder \& Associates, Inc. and their employees and agents are Additional Insureds on General Liability as required by written contract with the insured, per policy terms and conditions.

## CERTIFICATE HOLDER

City of Polk City

112 S 3rd Street
PO Box 426
Polk City, IA 50226

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

## PRELIMINARY PLAT REVIEW

Date: September 21, 2022
Project: Antler Ridge Preliminary Plat

## GENERAL INFORMATION:

Prepared by: Kathleen Connor, Planner Travis D. Thornburgh, P.E.
Project No.: 122.0178 .01

| Applicant: | Antler Ridge, LLC |
| :---: | :---: |
| Property Owner: | Antler Ridge, LLC \& Genevieve Lillskau |
| Requested Action: | Approval of Preliminary Plat |
| Location | West of NW 44 ${ }^{\text {th }}$ Street \& South of E. Southside Drive |
| Size: | 138.46 acres |
| Zoning: | R-1 - Single Family R-2 - One \& Two Family R-2A - Townhome C-2 - Commercial |
| Proposed Use: | 150 SF lots; <br> 43 bi-attached lots; <br> 3 Commercial outlots; <br> 2 Outlots; 1 Park; ROW |



## PROJECT DESCRIPTION:

On behalf of the developer, Nilles Engineering has submitted the Preliminary Plat for Antler Ridge. This Preliminary Plat is in general conformance with the concept plans provided during the rezoning process. This subdivision includes 75 R-1 lots and 75 R-2 lots that are intended for single family homes. This subdivision also includes 43 R-2A lots for townhomes that require Site Plan approval prior to construction. Also included is a 25.5 -acre commercial outlot fronting on NW $44^{\text {th }}$ Street and a $4.0-$ acre commercial outlot fronting on E. White Pine Drive to the north. A 0.77 -acre outlot will be used for detention for the northern portion of the commercial area.

This subdivision now proposes to vacate a portion of E. Southside Drive by creating a new collector street system, similar to E. Southside Drive in Marina Cove, thus eliminating the need to upgrade this non-compliant street. E. Red Cedar is a collector street, running from NW $44^{\text {th }}$ Street to E. Southside Drive at the northwest corner of the subdivision. E. White Pine Drive is a collector street, running from NW $44^{\text {th }}$ Street through the commercial area to E. Southside Drive where it will eventually be extended to E. Northside Drive. E. Southside Drive/E. Antler Ridge Drive will be an east/west collector through the development. All other streets in this subdivision are local street. Water mains and sanitary sewers will serve the lots within this plat and provide for future extension. The developer proposes a multibasin storm water management facility that will be privately maintained by the Homeowners/Business Owners Association.

## ITEMS OF NOTE:

1. Park \& Recreational Trail. The developer plans to dedicate a 3.06 -acre park located west of the existing home on Lot 195 . A minimum of $75 \%$ of this park area will be graded to $5 \%$ max., with the exception of an existing stand of trees that will remain. A Recreational Trail will be paved along the south side of Red Cedar Drive, from the park to SE $233^{\text {rd }}$ Street. From SE $23^{\text {rd }}$ Street, the trail will extend along the rear of Lots 1-9 east to NE $44^{\text {th }}$ Street and along the rear of Lot $Z$ north to E . Southside Drive. A trail will be constructed along the east side of Outlot Z to match the trail in Holly Woods.
2. Zoning. The current zoning on the property does not match the proposed lot layout. The developer will need to request a cleanup rezoning prior to final platting that revises the zoning district boundaries to match proposed lot lines and street centerlines to avoid confusion in the enforcement of zoning regulations.
3. Traffic Impact Study. Snyder \& Associates has completed a draft TIS. The preliminary plat reflect the on-site public improvements to be constructed by the developer. Off-site improvements will be covered by a Development Agreement.
4. E. Southside Drive. City staff agrees with the concept to realign E. Southside Drive in order to avoid reconstruction of a large portion of this street, similar to the realignment of E. Southside Drive in the Marina Cove subdivision.
a. The north half of E. Southside Drive is owned by Polk County. City staff and the developer have had preliminary discussions with the county and they appear to be in agreement with the developer's plan to vacate a portion of this street. However, Polk County will need to provide written approval of this street vacation prior to Council approval of the construction drawings for any streets, storm sewers, or water main in this subdivision.
b. Vacation of portions of this right-of-way will require Public Hearings by both Polk City and Polk County. A revised Phasing Plan will need to be provided that addresses the sequence of construction and vacation in order to maintain traffic through all phases of development.
c. A Development Agreement may be required to define the city's and the developer's responsibility for resurfacing and/or reconstruction of E. Southside Drive. This Agreement will need to be approved prior to approval of the Construction Drawings for Antler Ridge Plat 1.
5. Sanitary Sewer. This Preliminary Plat includes relocation of the SE Trunk Sewer from its planned location along the creek to an overdepth sewer through Antler Ridge. A Development Agreement is required to define the city's responsibility for cost sharing associated with upsizing the sanitary trunk sewer and for overdepth construction, based on information provided by the developer and the SE Trunk Sewer Study. This Agreement will need to be approved by prior to approval of the Construction Drawings for Antler Ridge Plat 1 or Holly Woods Plat 1.

## REVIEW COMMENTS:

All staff review comments were addressed on Submittal \#8.

## RECOMMENDATION:

Based on Items of Note identified herin, P\&Z and staff recommend approval of the Preliminary Plat for Antler Ridge, subject to:

1. Polk County's concurrence with the vacation of E. Southside Drive prior to approval of the construction drawings for Phase 1.
2. The developer shall sign a Development Agreement(s) defining cost sharing responsibilities for the City and Developer for public improvements as prepared by the City Attorney, including but not limited to, overdepth installation and upsizing of sanitary sewer, reconstruction and vacation of E. Southside Drive, and cost-sharing of off-site roadway improvements required due to traffic growth related to this development prior to approval of the construction drawings for applicable improvements.
3. The developer shall submit a Petition for Rezoning to clean up the zoning for the entire subdivision prior to submittal of a Final Plat for any portion of this subdivision.

## RESOLUTION NO. 2022-114

# A RESOLUTION APPROVING THE PRELIMINARY PLAT FOR ANTLER RIDGE 

WHEREAS, Antler Ridge, LLC submitted a Preliminary Plat for Antler Ridge; and
WHEREAS, on September 19, 2022, the Polk City Planning and Zoning Commission met and recommended approval of the Preliminary Plat for Antler Ridge 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 following:

1) Polk County's concurrence with the vacation of E. Southside Drive prior to approval of the construction drawings for Phase 1.
2) The developer shall sign a Development Agreement(s) defining cost sharing responsibilities for the City and Developer for public improvements as prepared by the City Attorney, including but not limited to, overdepth installation and upsizing of sanitary sewer, reconstruction and vacation of E . Southside Drive, and cost-sharing of off-site roadway improvements required due to traffic growth related to this development prior to approval of the construction drawings for applicable improvements.
3) The developer shall submit a Petition for Rezoning to clean up the zoning for the entire subdivision prior to submittal of a Final Plat for any portion of this subdivision.

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 Antler Ridge subject to the following: 1) Polk County's concurrence with the vacation of E. Southside Drive prior to approval of the construction drawings for Phase 1.2) The developer shall sign a Development Agreement(s) defining cost sharing responsibilities for the City and Developer for public improvements as prepared by the City Attorney, including but not limited to, overdepth installation and upsizing of sanitary sewer, reconstruction and vacation of E. Southside Drive, and cost-sharing of off-site roadway improvements required due to traffic growth related to this development prior to approval of the construction drawings for applicable improvements. 3)The developer shall submit a Petition for Rezoning to clean up the zoning for the entire subdivision prior to submittal of a Final Plat for any portion of this subdivision.

PASSED AND APPROVED the $26^{\text {th }}$ day September 2022.

## ATTEST:

Jenny Coffin, City Clerk



















[^0]:    Jenny Coffin - City Clerk

[^1]:    CC: Chelsea Heisman, City of Polk City
    Mike Schulte, City of Polk City
    Jenna Kimberley, Kimberley Development Corporation
    Erin K. Ollendike, P.E., Civil Design Advantage, LLC.

[^2]:    Jenny Coffin, City Clerk

